

MEMORANDUM OF UNDERSTANDING

between

FOTA WILDLIFE PARK

and the

NATIONAL PARKS & WILDLIFE SERVICE

MEMORANDUM OF UNDERSTANDING

1. Objectives of MOU

- 1.1. The overall objective of this MOU is to formalise collaboration between Fota Wildlife Park and the National Parks & Wildlife Service, an Executive Agency of the Department of Housing, Local Government and Heritage, in relation to the captive breeding of Natterjack toads.

2. Scope of MOU

- 2.1. This MOU is made between Fota Wildlife Park and the National Parks & Wildlife Service, "the Parties".
- 2.2. The MOU defines the relationships between the Parties in respect of the programme to examine and explore the potential for captive breeding to assist with efforts to supplement the breeding population and to restore the range of Natterjack toads in Co. Kerry. [Captive breeding, for the purposes of this MOU, includes head-starting and ranching.]
- 2.3. The programme is called the Natterjack Toad Conservation Breeding Programme, "the Programme".
- 2.4. The levels of interaction provided under this MOU will be as agreed between Fota Wildlife Park and the National Parks & Wildlife Service (NPWS).
- 2.5. It is understood and accepted by the Parties to this MOU that it will be in the nature of many of the inputs that they will be demand-led and provided on an "as available" basis, having regard to both current and contingent commitments. Notwithstanding this, both Parties will seek to ensure the responsiveness and effectiveness of the Programme through close cooperation and coordination on an ongoing basis.
- 2.6. This MOU may not be amended without the agreement of the Parties hereto. To this end, the Parties to the MOU will endeavour to reach consensus in relation to such amendments as may be required from time to time. However, where such consensus and subsequent agreement may not be achievable, the views of Fota Wildlife Park will prevail in respect of the responsibilities of Fota Wildlife Park and the views of the Director General of NPWS shall prevail in respect of the responsibilities of the NPWS.
- 2.7. This MOU does not affect or influence the relationship between Fota Wildlife Park and the NPWS or Department of Housing, Local Government and Heritage in respect of statutory consent processes.

3. High Level Roles and Responsibilities

- 3.1. The Director of Fota Wildlife Park has overall responsibility for the coordination of the Park's total operations, including policy input, in relation to the effective provision of resources to the Programme by the Fota Wildlife Park.

- 3.2. The Director General of NPWS has overall responsibility for the coordination of NPWS's total operations, including policy input, in relation to the effective provision of resources to the Programme by NPWS.

4. Programme Support

- 4.1. The Natterjack toad conservation breeding programme shall be a collaboration undertaken jointly by Fota Wildlife Park and the NPWS.
- 4.2. Any changes in scope to the Programme shall be by agreement between Fota Wildlife Park and the NPWS.
- 4.3. The NPWS will be responsible for obtaining and transporting to Fota Wildlife Park the necessary spawn, tadpoles and adult toads needed for the Natterjack toad conservation breeding programme. They will also be responsible for returning toad life stages to the wild.
- 4.4. Fota Wildlife Park will be responsible for the care and management of any Natterjack toad life stages (spawn, tadpoles, juveniles, adults) during captivity. They will also provide suitable, secure holding and breeding facilities for the animals.
- 4.5. The NPWS will provide ongoing Natterjack toad conservation and ecology expertise as well as management support to the Natterjack toad conservation breeding programme. Fota Wildlife Park will provide captive breeding expertise as well as management support to the Programme and include this project in the Park's various educational programs.
- 4.6. Specific support in any of these instances or others will be agreed between the Parties.

5. Costs

- 5.1. In undertaking their roles and supports outlined above, each Party will remain responsible for its own costs. No funding from the NPWS to Fota Wildlife Park is anticipated for this Programme.
- 5.2. Where resources become available in support of additional and/or value-added components, financial contributions to the Natterjack toad conservation breeding programme shall be by agreement between the Parties.

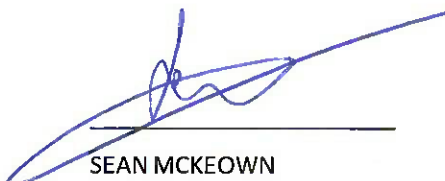
6. Monitoring and Review of MOU

- 6.1. This MOU will come into effect on 13th Feb 2023 and will remain in effect until 31st Dec 2028.
- 6.2. The Director of Fota Wildlife Park and the Chief Scientific Advisor at the NPWS will monitor the overall operation and implementation of the MOU.
- 6.3. This MOU will be for an initial five-year period, subject to agreement of both Parties. A detailed review of the operation of the MOU will be completed no later than 6 months prior

to its expiry at which stage proposals for an MOU for the following three years will be made where necessary.

Signed:

For Fota Wildlife Park

A blue ink signature of Sean McKeown, written over a horizontal line.

SEAN MCKEOWN
DIRECTOR



on

13th - 2- 2023.

For the NPWS

A blue ink signature of Andy Bleasdale, written over a horizontal line.

ANDY BLEASDALE
CHIEF SCIENTIFIC ADVISOR

on

1/3/23