



COOK ISLANDS
TOURISM CORPORATION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), is made and entered into on _____

by and between:

Cook Islands Tourism Corporation

(CIT)

AND

TBC

(TTO - Turtle Tour Operators)

1. PREAMBLE

- a. The MOU is based on a genuine spirit of partnership, with all parties seeking to share, enhance, and complement each other's strengths, expertise, and resources. It will underpin a "one team" approach, with clear demarcation of mandates and roles, to achieve effective water safety, environmental protection, customer service, and community focused protocols.
- b. Prompted by the desire to protect and preserve the natural marine environment and to develop and promote a safe operation and experience for guests, CIT and TTO acknowledge the roles and areas of cooperation between the two parties and enter willingly into this agreement.
- c. All parties agree to share information that is necessary to assist each partner in achieving the purpose and partnership principles contained in this MOU.
- d. All public communications and/or outreach undertaken relating to this work will acknowledge CIT and TTO jointly.
- e. Any changes, amendments, or additions to this MOU must be agreed upon by all parties and approved in writing prior to execution.



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2. PURPOSE

The purpose of this MOU is to establish a framework for cooperation and collaboration between all parties to ensure the safe, sustainable and responsible management of turtle tours on Rarotonga.

The parties enter into this MOU while maintaining their separate and unique missions and mandates, and their own individual accountabilities.

3. PARTNERSHIP PRINCIPLES

The parties to this MOU agree to work together in good faith and to adhere to the following principles:

a. Health & Safety

- The parties agree to prioritise the safety of their customers and staff at all times, with robust standard operating procedures (SOP's) maintained and understood.
- In the spirit of cooperative partnership, all parties will work together to promote effective water safety protocols and practices, encouraging and supporting best-practice.
- The TTO agree to provide appropriate care and/or medical attention required by either customers or staff while under their duty of care.
- In the event of an emergency situation, all parties agree to work collaboratively to help coordinate effective rescue procedures.

b. Environmental Sustainability

- The parties agree to operate in an environmentally responsible manner and to promote and support environmentally sustainable principles and practices.
- TTO agree to place high priority on the wellbeing of the turtles, rays and other marine life when conducting their operations, with human safety being the only component superseding this.
- The TTO agree to operate in a manner that minimises damage or other adverse effects to coral and/or other important components of the marine ecosystem.
- The parties agree to educate their guests and staff about how they can mitigate/minimise damaging effects on the turtles and surrounding environment, and the importance of marine conservation and responsible tourism practices.
- TTO acknowledge their responsibility as guardians of the area in which they are



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operating, and agree to care for and protect the land, beach/coastline, and marine environment.

c. **Customer Service**

- The parties acknowledge their responsibility both individually and collectively in ensuring a high standard of customer service.
- The parties agree to deliver what is promised to the customer in a high-quality, professional and timely manner.
- The TTO acknowledge the high duty of care they have for their customers, and agree to run their operations in a manner that strives to exceed customer needs/expectations throughout all components of their turtle tour experience.
- All parties agree to provide the opportunity for customers to give feedback on the level of service provided, with any complaints acknowledged and dealt with either through formal internal procedures, or (if needed) through the official complaints processes facilitated by either CIT, or the Ministry of Internal Affairs.

d. **Respect & Good Faith**

- The parties agree to operate their businesses in a manner that demonstrates consideration for the community in which they operate within, with appropriate respect given to the Aronga Mana, landowners, and wider community.
- The parties also agree to act in good faith towards each other at all times, and to strive for a unified and cooperative culture from both an operational and public-facing perspective.

4. **PRIORITY AREAS**

a. The following specific priority areas are established by this MOU, and detailed in Annex

A:

- DAYS OF OPERATION
- HEALTH & SAFETY
- ENVIRONMENTAL PROTECTION
- CONDUCT

b. These priority areas may be updated as agreed to by both parties.



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5. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- a. All intellectual property created during and for the purposes of this partnership will remain the property of the partnership members. Both parties may use this intellectual property for their mutual benefit.
- b. Each party will use the other party's confidential information solely for the purpose of this agreement and will not use it for any other purpose, whether commercial or non-commercial, without the other party's prior written consent.

6. ESTABLISHMENT, DISPUTE AND TERMINATION

- a. This agreement will take effect on the date that both parties sign it and will last for up to 12 months. At any time, either party may agree in writing to extend, modify, or review the agreement.
- b. Any party may withdraw from this agreement by giving the other party written notice 10 days in advance of a specific termination date.
- c. If a dispute arises out of this agreement, both parties will make their best efforts to resolve it amicably in accordance with the rules and procedures of their respective organisations.

7. GOVERNANCE FRAMEWORK

- a. To execute and monitor progress of this MOU the following are proposed:
 - 90-day recurring review from 1 November 2023 for the next 12 months; and
 - Further reviews after 1 November 2024 will be conducted annually or unless otherwise agreed upon.



ANNEX A - Priority Areas

1. DAYS OF OPERATION

TTO's will:

- a. Only operate commercial tours on weekdays (Monday to Friday)
- b. Seek approval from Aronga Mana for any (non-commercial) tours that operate on weekends.

2. HEALTH & SAFETY

TTO's will:

- a. Maintain a safety ratio of (minimum) 1 guide for every 4 guests in the water. This means that the number of guides considered for this ratio are those that are actively supervising turtle tours in the water. Guides who are not physically in the water are considered additional support.
- b. Conduct a thorough safety assessment of operating conditions before all tours, consulting with other operators whenever possible. If unsure, have an experienced guide physically assess conditions in the passage.
- c. Provide appropriate safety information and conduct a robust in-person safety briefing for all customers prior to their tour commencing.
- d. Ensure an assessment of customer swimming ability is conducted at an appropriate stage within their individual operating models, with the ability to tailor the turtle tour experience to reflect this ability.
- e. Maintain close proximity, supervision, and potential assistance to all customers while in the water, with appropriate SOP's in place to ensure their continued safety.
- f. Ensure that rescue tubes, first aid kits, and life jackets are readily available for every tour. Guests may opt for life jackets.
- g. Provide appropriate first-aid care to customers should an injury occur while under their duty of care.
- h. Those operators using motorised vessels agree to engage with and abide by Ministry of Transport (Maritime Safety) rules and guidelines to ensure their safe operation.
- i. Ensure staff are appropriately skilled/trained in safety procedures, including water safety, first aid and emergency response.
- j. Ensure staff maintain a clear understanding of emergency procedures relative to their individual operations.



3. ENVIRONMENTAL PROTECTION

The Operators will:

- a. Refrain from installing either temporary or permanent structures on the reef.
- b. Provide appropriate environmental protection information and inform/educate customers on how to mitigate/minimise adverse effects on wildlife and the natural environment as part of pre-tour briefing.
- c. Maintain a minimum 3-meter distance from turtles and rays whenever possible.
- d. Refrain from touching wildlife (turtles, rays, or coral)
- e. Not use flash photography
- f. Ensure that turtles are given a means of escape (i.e., not completely surrounded), and that their ability to surface is not compromised whenever possible.

4. GENERAL CONDUCT

The Operators will:

- a. Deliver what is promised to the customer in a high-quality, professional and timely manner.
- b. Treat other operators and their guests with respect.
- c. Ensure the wishes and wellbeing of the local community are considered at all times.
- d. Refrain from tarnishing the reputation of other businesses through bullying, vandalism or harassment (either in-person or online).
- e. Provide excellent customer service, including providing access to toilets if possible, and advising guests on required transport/appropriate parking etiquette.
- f. Utilise formal complaints procedures when required.