

Hon Andrew Little
Minister for Treaty of Waitangi Negotiations

Proactive release – Taranaki Maunga: Collective Redress Deed

Date of issue: 26 May 2023

The following document has been proactively released in accordance with Cabinet Office Circular CO (18) 4.

Some information has been withheld on the basis that it would not, if requested under the Official Information Act 1982 (OIA), be released. Where that is the case, the relevant section of the OIA has been noted and no public interest has been identified that would outweigh the reasons for withholding it.

No.	Document	Comments
1	<p>Taranaki Maunga: Collective Redress Deed <i>Cabinet committee paper</i> Office of the Minister for Treaty of Waitangi Negotiations / Office of the Minister of Conservation 6 March 2020</p>	<p>Some information has been withheld in accordance with the following sections of the OIA:</p> <ul style="list-style-type: none"> • section 9(2)(f)(iv) - protect the confidentiality of advice tendered by Ministers of the Crown and officials; • section 9(2)(g)(i) – free and frank expression of opinions; • section 9(2)(h) – maintain legal professional privilege; and • section 9(2)(j) – negotiations sensitive.
2	<p>Taranaki Maunga: Collective Redress Deed <i>Cabinet committee minute</i> MCR-20-MIN-0010 Cabinet Office Meeting date: 10 March 2020</p>	<p>Released in full.</p>
3	<p>Taranaki Maunga: Collective Redress Deed <i>Cabinet committee minute</i> DEV-20-MIN-0054 Cabinet Office Meeting date: 18 March 2020</p>	<p>Some information has been withheld in accordance with the following sections of the OIA:</p> <ul style="list-style-type: none"> • section 9(2)(f)(iv) - protect the confidentiality of advice tendered by Ministers of the Crown and officials; • section 9(2)(g)(i) – free and frank expression of opinions; and • section 9(2)(j) of the OIA – negotiations sensitive.
4	<p>Report of the Cabinet Economic Development Committee: Period Ended 20 March 2020 <i>Cabinet minute CAB-20-MIN-0120</i> Cabinet Office Meeting date: 23 March 2020</p>	<p>Some information has been withheld due to it being outside of the scope of this release.</p>

In Confidence

Offices of the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation
Chair, Cabinet Māori Crown Relations: Te Arawhiti Committee

TARANAKI MAUNGA COLLECTIVE REDRESS DEED

Proposal

1. We seek Cabinet approval to the final redress package for the Taranaki Maunga Collective Redress Deed (the Collective Redress Deed) to be initialled by May 2020.

Executive Summary

2. We seek your approval of the redress package over Egmont National Park that recognises Ngā Iwi o Taranaki's cultural view of Taranaki Maunga as an ancestor and their special relationship with the Maunga.
3. The redress package does not include financial and commercial redress over Egmont National Park, as these were provided to individual Taranaki iwi through their comprehensive settlements, but does include a proposal for a Crown contribution for iwi participation in cultural redress. This is the first of three remaining Treaty arrangements over national parks in the North Island and, alongside the Ngāti Maru negotiation, will see this government complete Treaty negotiations in the Taranaki region.
4. The proposed redress package builds on commitments set out in a Record of Understanding between the Crown and Ngā Iwi o Taranaki signed in December 2017. The Record of Understanding outlined key elements of the redress package including the establishment of a legal personality, vesting of national park land in the legal personality, a commitment to develop a set of cultural values for the Maunga and the establishment of a Crown/iwi Joint Governance Entity to act as the voice of the legal personality and perform conservation governance related functions.
5. The national park will continue to be a national park administered under the National Parks Act with the same level of protections of public access and conservation outcomes.
6. In December 2017, Cabinet agreed to recognise a legal personality for Taranaki Maunga and to vest national park land in the legal personality [CBC-17-MIN-0054]. No changes to these arrangements are proposed.
7. Vesting national park land in the legal personality will also resolve ownership issues: the legal personality (named Te Kāhui Tupua) will own the land comprising the national park. The vesting of land in significant natural features that have been given legal personality has been done before in the Te Urewera (Ngāi Tūhoe) and Te Awa Tupua (Whanganui River).

8. The redress will enshrine a status statement and cultural values in legislation that will sit alongside the principles of the National Parks Act 1980. The status and values will inform a new lens for decision-makers and the public when considering Taranaki Maunga.
9. The arrangements focus on the national park, but the concept of the legal personality extends beyond the park boundaries to surrounding lands in the Taranaki region that form part of the Maunga, in line with Ngā Iwi o Taranaki's cultural view of their ancestor. However, the legal personality will not have a direct legal effect on private land or the application of any legislation outside the national park.
10. The Joint Governance Entity will have key statutory functions in relation to the national park (akin to functions currently undertaken by a conservation board) as well as being a voice for the legal personality. The Joint Governance Entity is a co-governance arrangement involving the Crown and iwi; members (eight in total, four Crown and four iwi appointees) will act in the interests of the legal personality rather than as representatives of their appointers. It will be a public governance entity with typical transparency and accountability provisions. The special Ngā Iwi o Taranaki relationship with Taranaki Maunga is acknowledged through their role as an appointer.
11. Central to the effect of the redress package "on the ground" is the national park management plan, which sets out what can happen in the national park. Existing public processes for the development of this plan are retained with a specific role for Ngā Iwi o Taranaki in the development and drafting process. The Joint Governance Entity prepares the plan and the final plan is jointly approved by the Minister of Conservation and the Chair of the representative body for Ngā Iwi o Taranaki (the Post Agreement Governance Entity), where currently the New Zealand Conservation Authority approves a plan.
12. The Department of Conservation will retain operational management responsibility for budgeting, operational planning and delivery within the national park. The Minister of Conservation will retain decision-making related to concessions and other statutory authorisations relating to the land (subject to any modifications agreed by Cabinet in relation to interests in land concessions). In these operational decisions, the redress package will require the Department of Conservation and the Minister of Conservation to consult and engage with the Joint Governance Entity in a variety of ways depending on the decision being taken. The redress package will also provide for the Post Agreement Governance Entity to have an enhanced voice in operational management and concession decision-making that builds on precedent from previous settlements on how best to engage with Māori.
13. Ngā Iwi o Taranaki aspire for the Joint Governance Entity to have a joint decision-making role alongside the Minister of Conservation for concessions and authorisations involving interests in land (i.e. leases, licences and easements) in the national park.
14. On 10 March 2020, following discussion about the role of the Joint Governance Entity in decision-making for concessions and authorisations involving interests in land, the Cabinet Māori Crown Relations: Te Arawhiti Committee invited the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation to submit a paper, revised in light of discussion at the meeting, to the Cabinet Economic Development Committee on 18 March 2020 [MCR-20-MIN-0010 refers].

15. As an interim process, for all concession or authorisation applications regarding interests in land submitted after the effective date, we seek Cabinet agreement to the Minister of Conservation (or his/her delegate) and the Joint Governance Entity jointly granting or declining an application using the following process:

15.1 both parties receive the same advice from the Department of Conservation (excluding legal advice);

15.2 if they seek additional advice from a third party, that advice will be shared with the other decision maker;

15.3 both parties make preliminary decisions;

15.4 if decisions align, the decision is finalised and the application is granted or declined;

15.5 if decisions are different, both parties may discuss in an attempt to reach agreement; and

15.6 if no agreement is reached, the application is declined.

s9(2)(f)(iv)

16.

[REDACTED]

17. It is possible existing concessionaires within the tourism and recreational sectors may feel uncertainty due to the new process. However, the Department of Conservation and Ngā Iwi o Taranaki could engage with concessionaires before effective date on the new process. [REDACTED]

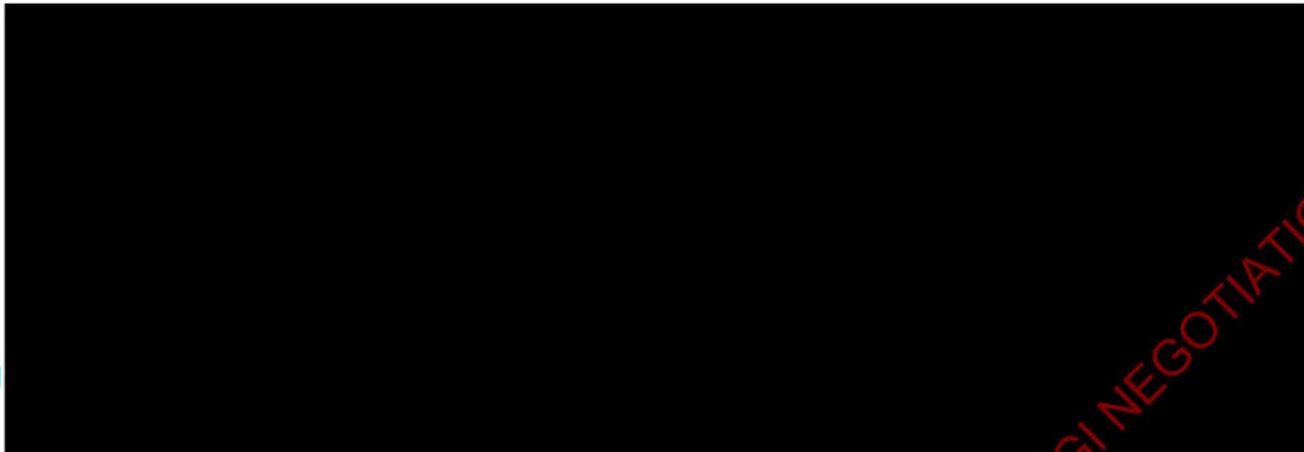
s9(2)(f)(iv)

18. It is proposed that the interim process be reviewed by the Minister of Conservation and the Joint Governance Entity, in consultation with the iwi Post Agreement Governance Entity, to be initiated within 5 years of the collective redress legislation effective date. Any amendments as a result of the review will require the agreement of the Post Agreement Governance Entity. The review will provide the Crown time to undertake proper analysis of the model to determine whether it is fit for purpose.

19. A name change for Egmont National Park is very important to Ngā Iwi o Taranaki to appropriately recognise the Maunga as an ancestor. Key local and national stakeholders have been supportive of a sole te reo Māori name which does not include the generic term "national park". A communications strategy will be developed for when the new official name, Te Papa-Kura-o-Taranaki (meaning "the highly regarded and treasured land of Taranaki"), is made public. Approval is also sought for Taranaki National Park to be an unofficial name that may be used in some circumstances in conjunction with the official name.

20. A Crown contribution to the negotiated arrangements will be important for the arrangements to be viable, and for reaching an agreement with Ngā Iwi o Taranaki.

21



22. Other aspects of the National Parks Act 1980 and broader Conservation legislative framework will continue to apply. This includes the ongoing application of the General Policy for National Parks and the local Conservation Management Strategy. Operational activities within the park will continue to be carried out by Department of Conservation and funded from within Vote Conservation to implement the objectives in the management plan.

s9(2)(j)

23.



24. If Cabinet agrees to the proposed redress package, we intend to initial a Collective Redress Deed with Ngā Iwi o Taranaki by May 2020.

Background

Historical context

25. In 1865, the Crown confiscated 1.2 million acres of land, including all of Taranaki Maunga (the current national park and surrounding lands), to punish Taranaki Māori for taking up arms to resist the alienation of land to the Crown. In previous Treaty settlements, the Crown has acknowledged that the Taranaki confiscations were indiscriminate in extent, unjust, and a profound breach of the Treaty of Waitangi and its principles. Egmont National Park is the only national park in New Zealand established on confiscated land.

26. Since 1870, Taranaki Māori have submitted more than 250 petitions protesting the Crown's confiscation of their customary lands, including Taranaki Maunga. In 1975, the government agreed to restore the name "Taranaki" to Mount Egmont and to provide for Māori representation on the Egmont National Park Board. However, after a change in government these agreements were revoked. After further protest, the National Park Amendment Act 1977 was passed to provide for the Egmont National Park Board to have one Māori member.

27. In 1978, the Mount Egmont Vesting Act was passed to vest ownership of part of the national park in the Taranaki Māori Trust Board. The Mount Egmont Vesting Act 1978 also provided for that land to be immediately gifted back to the Crown for national park purposes. The circumstances of the vesting and gifting back of Egmont National Park remain a source of significant grievance for Ngā Iwi o Taranaki.

Ngā Iwi o Taranaki

28. Treaty negotiations over Taranaki Maunga were deferred until all eight iwi of Taranaki had a Crown recognised mandate to participate. Comprehensive historical Treaty settlements have been completed with seven of the eight iwi of Taranaki: Ngāti Ruanui (2001); Ngāti Tama (2001); Ngā Rauru Kīitahi (2003); Ngāti Mutunga (2005); Te Atiawa (2014); Ngāruahine (2014) and Taranaki Iwi (2015). The Ngāti Maru mandate was recognised in March 2016 and an agreement in principle was signed in December 2017. The Minister for Treaty of Waitangi Negotiations is aiming to initial a deed of settlement with Ngāti Maru by April 2020.
29. In their respective comprehensive deeds of settlement, and in the Ngāti Maru Terms of Negotiation, the Crown and iwi of Taranaki agreed that the:
- 29.1 respective iwi governance entities will work to develop an apology and cultural redress in relation to the historical claims that relate to Taranaki Maunga; and
 - 29.2 apology and cultural redress over Taranaki Maunga will not include any financial or commercial redress.
30. According to the 2013 census, the population of Ngā Iwi o Taranaki is approximately 45,000.

Negotiations to date

31. In December 2017, Cabinet authorised the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation to sign a Record of Understanding (a high-level, non-binding agreement based on the Crown offer) [CAB-17-MIN-0547 refers].
32. Cabinet authorised the Record of Understanding to include the following:
- 32.1 the repeal of the Mount Egmont Vesting Act 1978 through the collective redress legislation;
 - 32.2 the recognition of a legal personality for Taranaki Maunga where all Crown land within the boundaries of the national park is vested in the legal personality;
 - 32.3 an official change of the name for the national park and other geographical features within Taranaki Maunga;
 - 32.4 a commitment to develop a set of cultural values for Taranaki Maunga, subject to agreement by Crown and Ngā Iwi o Taranaki to provide complementary purposes alongside those of the National Parks Act for managing the land;
 - 32.5 the ongoing application of the National Parks Act 1980, subject to agreed amendments;

- 32.6 the establishment of a 50/50 Crown/Iwi Joint Governance Entity with functions akin to a conservation board to be the human face of, and act in the name of, the legal personality for Taranaki Maunga; and
- 32.7 statements of association that set out Ngā Iwi o Taranaki (collectively and for individual iwi) traditional, cultural, historical and spiritual association to Taranaki Maunga.
33. In December 2017, Cabinet also authorised the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation to record 'outstanding matters for further discussion' in the Record of Understanding [CAB-17-MIN-0547 refers] including:
- 33.1 the overall purpose and governance functions of the Joint Governance Entity;
 - 33.2 the aspirations of Ngā Iwi o Taranaki for a holistic whole of Maunga approach, beyond focussing solely on conservation management within the boundaries of the national park under the National Parks Act 1980;
 - 33.3 the process for developing a national park management plan for Taranaki Maunga, including the role of the New Zealand Conservation Authority as the approver of the plan;
 - 33.4 the role of Ngā Iwi o Taranaki in management, concessions and operations decision making and operations delivery;
 - 33.5 the nature and extent of resourcing to be provided as a Crown contribution, to support the implementation of the arrangements; and
 - 33.6 relationship agreements and other standard redress as agreed by the Crown and Ngā Iwi o Taranaki.
34. Cabinet also invited the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation to report back to Cabinet for approval to the final package for Ngā Iwi o Taranaki. This paper seeks Cabinet agreement to the final redress package for Ngā Iwi o Taranaki relating to Taranaki Maunga.
35. In December 2017 we also wrote to Ngā Iwi o Taranaki setting out the Crown's understanding of the aspirations of Ngā Iwi o Taranaki and Crown considerations regarding the outstanding matters as the basis of negotiations towards a Collective Redress Deed.

National park negotiations context

36. The Taranaki Maunga negotiation is the first of three remaining North Island national park negotiations, with Tongariro and Whanganui National Parks (expected to commence in 2021). It is likely the Taranaki Maunga redress proposals will set some clear parameters for the further national park negotiations and the iwi involved will seek similar (or enhanced) arrangements. [REDACTED]

s9(2)(g)(i)

Establishment of a legal personality and land ownership

37. In December 2017, Cabinet agreed for the ownership and the recognition of a legal personality for Taranaki Maunga to be recorded in the Record of Understanding [CBC-17-MIN-0054]. No changes to these arrangements are proposed.
38. Ngā Iwi o Taranaki propose the name Te Kāhui Tupua for the legal personality. Officials are working with Ngā Iwi o Taranaki to confirm that the name has support from iwi with interests in Tongariro National Park who use similar names when referring to their Maunga.

Land to be vested in the legal personality

39. The Record of Understanding included an agreement in principle for all available Crown-owned land within the Egmont National Park boundaries (approximately 34,170 hectares) to be vested in a legal personality, as shown by the map in Appendix 1 [CBC-17-MIN-0054 refers].
40. Since the Record of Understanding was signed in December 2017, officials have confirmed with the previous owners that two parcels of land within the national park (totalling approximately 3.8 hectares), which were gifted to the Crown, are available for vesting in the legal personality.

Status statement

41. We seek Cabinet agreement to a status statement for the legal personality to be included in the Collective Redress Deed and collective redress legislation (subject to minor editorial amendments). This status statement would express in statute the meaning of the legal personality and provide an explanation of what the legal personality is intended to represent. Similar statutory recognition statements have been included in the Te Awa Tupua (Whanganui River) and Te Waiū-o-te-Ika (Whangaehu River/Ngāti Rangī) settlements. The status statement proposed by Ngā Iwi o Taranaki is:

“Te Kāhui Tupua is an indivisible and living whole comprising the three tupuna Maunga, Taranaki, Pouākai and Kaitake, and all their peaks down to and including all the surrounding lands¹ and incorporating all of their physical and metaphysical elements.”

42. We seek Cabinet approval for the status statement to have the same effect as a general purpose under s4(1) of the National Parks Act 1980 for which the national park must be administered and maintained.

¹ “...the surrounding lands” will be defined in the deed and legislation as being those lands that part of Te Kāhui Tupua and are located in the Taranaki region but will exclude marine and coastal area .

43. The proposed status statement demonstrates Ngā Iwi o Taranaki's cultural understanding of their ancestral Maunga, including that the concept of the legal personality extends beyond the national park boundary. The primary intent of this statement is to change the lens through which people understand and relate to Taranaki Maunga and the land on which the national park sits.

Taranaki Maunga Values –Ngā Mātāpono Tupua

44. The Record of Understanding included a commitment to develop a set of cultural values for the Maunga. The Maunga Values are intended to reflect Ngā Iwi o Taranaki's cultural, spiritual, ancestral and historical relationship with Taranaki Maunga. We have agreed with Ngā Iwi o Taranaki on the values called Ngā Mātāpono Tupua (attached as Appendix 2) subject to minor editorial amendments
45. The inclusion of cultural values within natural resource redress arrangements is well established. The Crown has recognised cultural values in Treaty settlements over natural resources such as the Whanganui River, Te Urewera and Whangaehu River.
46. The Maunga Values:
- 46.1 describe the values of Taranaki Maunga and records that the Crown recognises the importance of those values to Ngā Iwi o Taranaki; and
 - 46.2 will complement the existing values in the National Parks Act 1980 which, amongst other things, seek to protect indigenous biodiversity and provide public access to national parks.
47. We seek Cabinet agreement for the Maunga Values to have the same effect as a general purpose under s4(1) of the National Parks Act 1980 for which the national park must be administered and maintained.
48. In addition to the general purposes specified in section 4(1) of the National Parks Act 1980 (including public access and conservation purposes), the provisions of that Act will be required to have the effect of acknowledging and upholding the legal personality status statement and the Maunga Values. To avoid doubt, in addition to the requirement under section 4(2) of the National Parks Act 1980 to administer the national park for certain objectives, the national park will be required to be administered and maintained to acknowledge and uphold the Maunga Values and legal personality status.

Effect of the legal personality outside the national park

49. The arrangements focus on the national park. However, the legal personality will, as described by the status statement, extend beyond the park boundaries to surrounding lands in the Taranaki region. This reflects Ngā Iwi o Taranaki's cultural view of Taranaki Maunga as their ancestor. In discussions with Ngā Iwi o Taranaki, we have confirmed that the redress legislation will not provide any specific legal effect of the redress arrangements beyond the park boundary. However, it is intended that the arrangements can be used as reference points within the current legislative framework. For example, it is intended that the iwi association with Taranaki Maunga will be able to be considered under section 6(e) of the Resource Management Act

1991, which provides for consideration of “the relationship of Māori and their culture and traditions with their ancestral lands...”

50. The national park management plan will also have an effect on existing mechanisms in the Resource Management Act 1991, Conservation Act 1987 and Local Government Act 2002. For example, local authorities are required “to have regard to” a national park management plan when preparing district and regional plans.
51. We seek your agreement to the following mechanisms being included in the Collective Redress Deed that clarify the effect of the legal personality outside the national park:
 - 51.1 non-derogation clauses clarifying that despite the legal personality extending outside of the national park boundary, matters such as private property rights and the application of other legislation will not be affected; and
 - 51.2 clarification that the non-derogation clauses are not intended to remove or restrict the existing rights of Ngā Iwi o Taranaki, individual iwi and hapū in statutory processes, nor to prevent the legal personality and other elements of the redress arrangements having influence through existing statutory frameworks.
52. In November 2019, the Chief Crown Negotiator and Ngā Iwi o Taranaki negotiators engaged with Taranaki local government on the effect of the legal personality outside the national park. Councillors and senior council officers expressed no concerns about the legal personality extending beyond the national park. Councils welcomed future opportunities to support broader public appreciation of the concept and status of the Taranaki Maunga legal personality.

Governance arrangements for the legal personality

53. In December 2017, Cabinet authorised the Record of Understanding to include the establishment of a Joint Governance Entity (comprising equal numbers of Crown and iwi appointees) to be the human face of, and act in the name of, the legal personality. The Joint Governance Entity was to have up to 8 members with half appointed by Ngā Iwi o Taranaki’s collective Post Agreement Governance Entity and half appointed by the Crown, and a chair appointed from members appointed by the Post Agreement Governance Entity.
54. Cabinet agreed the body would have functions and powers akin to those of a conservation board with respect to national parks, with consideration to be given to other functions. The Taranaki/Whanganui Conservation Board will retain its conservation governance role in relation to conservation land outside the national park.

Cabinet approval being sought

55. We seek Cabinet approval for the Joint Governance Entity (to be called Te Tōpuni Kōkōrangī), in achieving its purpose and exercising its functions, to act:
 - 55.1 in the interests and in the name of the legal personality; and

- 55.2 in accordance with the collective redress legislation (including the Maunga Values), the National Parks Act 1980 and other legislation that applies to the national park.
56. We seek Cabinet approval for the Joint Governance Entity to have the following functions to:
- 56.1 uphold and promote the Maunga Values and the principles of the National Parks Act 1980;
 - 56.2 promote the health and wellbeing and interests of the legal personality;
 - 56.3 form relationships with iwi and hapū, and agencies and other bodies with functions that impact on the legal personality;
 - 56.4 develop and recommend for approval the national park management plan;
 - 56.5 advise the New Zealand Conservation Authority or the Director-General of Conservation (as appropriate) on matters relating to the national park, including:
 - 56.5.1 to review and report on the effectiveness of the implementation of general policy for national parks within the national park;
 - 56.5.2 to give advice on the interpretation of the national park management plan;
 - 56.5.3 on any other matter relating to the national park; and
 - 56.6 exercise any other relevant functions in accordance with the collective redress legislation.
57. Like other statutory bodies, the Joint Governance Entity will have full capacity and all the powers reasonably necessary to achieve its purpose and exercise its functions.
58. We seek Cabinet approval to the Joint Governance Entity's establishment and membership provisions, including:
- 58.1 the Minister of Conservation will appoint the four Crown members (in the case of the inaugural members, after consultation with the Minister for Treaty of Waitangi Negotiations);
 - 58.2 the chair of the Post Agreement Governance Entity will appoint the four Ngā Iwi o Taranaki members (in accordance with its own appointment process);
 - 58.3 the inaugural chair of the Joint Governance Entity will be appointed by the chair of the Post Agreement Governance Entity from the Ngā Iwi o Taranaki members;
 - 58.4 subsequent chairs of the Joint Governance Entity will be appointed by the Joint Governance Entity from all its members;

- 58.5 each appointer will meet their own costs for the appointment process and any member's fees;
- 58.6 the appointment criteria for all members of the Joint Governance Entity will include the criteria for appointment of conservation board members under s6P of the Conservation Act 1987, mana/standing and a proposed appointee's relationship with, and understanding of, the legal personality;
- 58.7 the Crown procedure for its appointments will be similar to the appointment process for conservation boards, including a call for public nominations;
- 58.8 the Post Agreement Governance Entity appointees may be removed at the sole discretion of the Post Agreement Governance Entity;
- 58.9 the Minister of Conservation may remove a Crown appointee for reasons of neglect of duty, inability to perform or misconduct;
- 58.10 the term of each member will be for up to 3 years (with replacement appointments for the remainder of the term); and
- 58.11 there will be no consecutive term limits prescribed for members of the Joint Governance Entity, with a requirement the Minister of Conservation and Post Agreement Governance Entity Chair will discuss any proposal for an appointee to serve a fourth (or more) consecutive term.
59. We seek Cabinet approval for the Joint Governance Entity's decision-making provisions, including:
- 59.1 a quorum requirement of 6 of the 8 members;
- 59.2 the requirement to strive to make decisions by consensus or, if consensus cannot be reached, by vote with the support of a minimum of 75% of those members present and voting at a meeting;
- 59.3 a set of transparency provisions including public entitlement to attend meetings, application of the Official Information Act 1982, the Ombudsmen Act 1975 and similar provisions to that in Part 7 of the Local Government Official Information and Meeting Act 1987 that apply to a Conservation Board, and the requirement to report annually to the appointers with the Minister of Conservation required to table the report in Parliament;
- 59.4 the public can attend meetings (subject to a standard ability to exclude public);
- 59.5 conflicts of interest provisions including:
- 59.5.1 members to declare to act in the best interests of the legal personality (not their appointers);
- 59.5.2 decision making required to be consistent with the collective redress legislation including the Maunga Values and the National Parks Act 1980; and

59.5.1 a conflict of interest policy and conflict of interest provisions set out in legislation, and where a conflict is identified that member may need to be recused from the decision; and

59.6 the Director-General of Conservation, or delegate, may attend meetings with a right to speak and participate on matters relating to the Department of Conservation's or Minister of Conservation's statutory functions relating to the national park (subject to an ability to be excluded from part of a meeting only).

60. These provisions build on conservation board provisions and best practice for public governance bodies while also reflecting Ngā Iwi o Taranaki's special role as an appointer. Further detail is set out in Appendix 3, Tables 1 and 2.

61. The Minister of Conservation will follow an appointment process based on the Conservation Board appointment process (s6P Conservation Act 1987 refers), which includes public notification and consultation, as attached at Appendix 3, Table 3. The Minister will consult with the Minister for Treaty of Waitangi Negotiations before proposing the Minister's inaugural appointees and both appointers will consult with each other on proposed appointees to ensure a good balance of members' skills.

62. We seek Cabinet agreement to the Department of Conservation providing the secretariat support function for the Joint Governance Entity, with a commitment to review the secretariat role after the first 3 years (or later if agreed by the parties). Ngā Iwi o Taranaki have aspirations for the Post Agreement Governance Entity to undertake some or all of that the secretariat role in the future. The Collective Redress Deed will clarify that the review will not necessarily result in the shift of the secretariat role from the Department of Conservation.

63. We seek Cabinet agreement for the Joint Governance Entity to be treated as a Conservation Board for the purposes of s57 of the Conservation Act 1987. The Joint Governance Entity will take on a number of functions akin to that of a conservation board (replacing the Taranaki/Whanganui Conservation Board) for the national park, including advocacy. This would allow the Minister of Conservation to delegate other functions that relate to the national park to the Joint Governance Entity as if it were a conservation board subject to the same restrictions in s57, including the exception of functions and powers under Part 5A of the Conservation Act 1987 (Sport Fish and Game Councils).

Liabilities

64. The Collective Redress Deed and collective redress legislation will transfer land within the national park from the Crown to the legal personality. The Joint Governance Entity will act as the human face of the legal personality. Land ownership liabilities would normally default to the legal personality, and consequently the Joint Governance Entity, unless redress legislation provides otherwise.

65. The vesting of the national park in the legal personality differs from a vesting in a private landowner given the continuing application of the National Parks Act 1980, the ongoing decision-making role of the Minister of Conservation and the role of the Department of Conservation as the land manager.

66. We seek Cabinet agreement for liabilities associated with land owner and management to continue to be the Crown's (i.e. continue with the status quo). Where the governance decisions of the Joint Governance Entity might incur liability, we seek Cabinet agreement to exclude personal legal liabilities for members of the Joint Governance Entity provided their decisions are lawful, in accordance with their statutory mandate, and made in good faith.

Asset holding function for the Joint Governance Entity

67. We seek Cabinet agreement for assets² to be able to be held in the name of the legal personality, with the following parameters around asset use:

67.1 the Joint Governance Entity to develop an asset holding policy, which is provided to the Minister of Conservation and the collective Post Agreement Governance Entity for comment;

67.2 all assets are held in the name of the legal personality for its benefit; and

67.3 all assets must be acquired, held and expended by the Post Agreement Governance Entity consistently with the purposes of the redress legislation (including the Maunga Values) and the asset holding policy.

68. It is proposed the Joint Governance Entity will have a limited regulatory role through developing an asset holding policy and not be responsible for asset management. Ngā Iwi o Taranaki had aspirations for this asset-holding function to be exercised by the Joint Governance Entity. We did not think that was appropriate and consider the proposed role of developing an asset holding policy appropriately matches the Joint Governance Entity's conservation governance functions and role of representing the legal personality. Asset governance and management would be undertaken by the Post Agreement Governance Entity. Neither the Joint Governance Entity or the Crown will attract liability or accountability arising from managing or expending the assets.

69. Ngā Iwi o Taranaki consider that a broad asset holding function for the legal personality is appropriate to recognise the mana of their ancestor and its status as a legal person. Ngā Iwi o Taranaki do not propose the assets be used for any commercial activities in the national park. The assets would be governed according to common good governance practice for non-profit organisations holding assets. Ngā Iwi o Taranaki's aspiration is not to replace or replicate the Department of Conservation's operational funding and management in the national park (although it may supplement Crown funding for activities in the park).

70. For expenditure in the national park, the proposed business planning process will apply, involving the Department of Conservation, the Joint Governance Entity and the Post Agreement Governance Entity (paras 77-78 refer). Expenditure must also be consistent with the national park management plan, redress legislation and National Parks Act 1980. For expenditure outside the park the Post Agreement Governance Entity will have to ensure its actions are consistent with the Maunga Values.

² Asset other than the national park land vested in the legal personality.

Joint Governance Entity role in National Park-related functions

71. We are seeking Cabinet's agreement to a set of proposals for Joint Governance Entity roles for decisions in the National Parks Act 1980 that are akin to that of a conservation board or relate to the Joint Governance Entity's role as a representative of the legal personality. The proposals include specifying the Joint Governance Entity's role in decisions made by the Minister of Conservation relating to:
- 71.1 acquiring land for adding to, adding to and removing land from, the national park and legal personality – joint recommendation of the Joint Governance Entity and New Zealand Conservation Authority required. There will still be a requirement for an Act of Parliament to remove land from the national park;
 - 71.2 acquiring interests in private land (leases or licences) for park management purposes - joint recommendation of the Joint Governance Entity and New Zealand Conservation Authority required after consultation with the conservation board;
 - 71.3 consenting to new roads, in accordance with the management plan – Minister of Conservation must consult and have regard to views of Joint Governance Entity;
 - 71.4 setting apart a specially protected area - Minister of Conservation must consult with the Joint Governance Entity as well as the New Zealand Conservation Authority and the Taranaki/Whanganui Conservation Board;
 - 71.5 authorising introduction of biological organisms for pest plant and animal control - Minister of Conservation must consult and have regard to views of Joint Governance Entity and consult the New Zealand Conservation Authority; and
 - 71.6 approval of transfer of live aquatic life - Minister of Conservation must consult with the Joint Governance Entity.
72. These decision-making roles for the Joint Governance Entity are set out in more detail in Appendix 3, Table 4.

Joint Governance Entity role in decision-making on interests in land

73. We seek Cabinet agreement to a role for the Joint Governance Entity in decisions on interests in land in the national park.
74. Interests in land are a type of concession or authorisations including leases, licences and easements on conservation land, such as for utility structures (electricity, telecommunications and broadcasting), accommodation facilities and grazing.
75. Ngā Iwi o Taranaki aspire for the Joint Governance Entity to have a joint decision making role alongside the Minister of Conservation for concessions involving interests in land, to recognise the Joint Governance Entity's role as the voice of the legal personality and perform conservation governance roles. Ngā Iwi o Taranaki see a role for the Joint Governance Entity over interests in land decisions as a representation of partnership decision making.

76. On 10 March 2020, the Cabinet Māori Crown Relations: Te Arawhiti Committee considered the following options for the Joint Governance Entity's role in all interests in land decision making:
- 76.1 Minister of Conservation makes decisions with weighted input from the Joint Governance Entity (Minister of Conservation's preferred option); and
 - 76.2 the Joint Governance Entity must agree to a concession application before that application is granted or declined by the Minister of Conservation (Minister for Treaty of Waitangi Negotiations' preferred option).
77. Further detail on and rationale for these initial options is included in **Annex 1**.
78. Following discussion about the role of the Joint Governance Entity in decision-making for concessions and authorisations involving interests in land, the Cabinet Māori Crown Relations: Te Arawhiti Committee invited the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation to submit a paper, revised in light of discussion at the meeting, to the Cabinet Economic Development Committee on 18 March 2020 [MCR-20-MIN-0010 refers].
79. For the above options, the Cabinet Māori Crown Relations: Te Arawhiti Committee queried:
- 79.1 how the Joint Governance Entity would manage any conflicts of interest;
 - 79.2 for the option discussed at paragraph 76.2 above, the Minister of Conservation's inability to see or consider a concession application if the Joint Governance Entity declined it, and who would provide advice to the Joint Governance Entity on a concession application; and
 - 79.3 wider policy implications for the remaining North Island national parks and the conservation regulatory framework.

Revised option

80. As an interim process, we seek Cabinet agreement to the following process for all concession or authorisation applications regarding interests in land submitted after the effective date:
- 80.1 the Minister of Conservation (or his/her delegate) and the Joint Governance Entity must jointly grant or decline a concession;
 - 80.2 before reaching a decision, both parties must:
 - 80.2.1 receive the same advice from the Department of Conservation (excluding legal advice);
 - 80.2.2 if they seek additional advice from a third party, that advice will be shared with the other decision maker;
 - 80.2.3 make preliminary decisions;

- 80.2.4 if decisions align, the decision is finalised and the application is granted or declined;
- 80.2.5 if decisions are different, both parties may discuss in an attempt to reach agreement; and
- 80.2.6 if no agreement is reached, the application is declined.

- 81. The Department of Conservation is unable to provide legal advice to third parties without the consent of the Attorney-General, who may choose to waive privilege. This may impact on the Department's ability to provide legal advice to both the Minister (or his/her delegate) and the Joint Governance Entity.
- 82. For all of interest in land decisions, the Joint Governance Entity would manage any conflicts of interest through the decision making processes outlined at paragraph 59 and Appendix 3. The Minister of Conservation (or his/her delegate) would also be provided with the concessions applications at the same time as the Joint Governance Entity, consider the application and make a preliminary decision.
- 83. The decision to grant or decline a concession application could be subject to judicial review, to provide accountability for those decision-making processes. Under the revised option, the decision-making processes of the Minister of Conservation and the Joint Governance Entity would be subject to judicial review.

Interim process

- 84. This revised option is a new approach to decision-making and has not been through a thorough policy, legal and regulatory analysis to understand the impacts that it may have. As such, it is our intent that this revised option for Taranaki Maunga interests in land decision making is an interim process and is not intended to be a precedent for remaining North Island national park negotiations.
- 85. We seek Cabinet agreement for the revised option proposed above to be an interim process, and to be subject to being reviewed by the Minister or Conservation and the Joint Governance Entity, in consultation with the iwi Post Agreement Governance Entity, initiated within 5 years of the collective redress legislation effective date. Any amendments to the collective redress legislation to give effect to the outcome of the review will require approval of the iwi Post Agreement Governance Entity.

s9(2)(j)

86. [REDACTED]

87.

88.

89.

Protecting the name of the legal personality

90. Ngā Iwi o Taranaki seek to prevent unauthorised commercial exploitation of the name 'Te Kāhui Tupua' on the same terms as the protection provided for the name 'Te Awa Tupua' in the Te Awa Tupua (Whanganui River Claims Settlement) Act 2017.
91. We seek Cabinet agreement for the Collective Redress Deed and redress legislation to provide for a mechanism to protect the name Te Kāhui Tupua from unauthorised commercial exploitation on the same terms provided for Te Awa Tupua. Further detail is included in Appendix 3, Table 5.
92. This proposal aligns well with work currently underway to develop a whole-of-government strategy to respond to the recommendations Waitangi Tribunal's WAI 262 report *Ko Aotearoa Tenei* [CAB-19-MIN-0138.01 refers].

Development and approval of the National Park Management Plan

93. The Record of Understanding identified, as a matter for further discussion, the process for developing a document for the national park that meets the requirements of a national park management plan, including setting out the respective roles of the New Zealand Conservation Authority and the Joint Governance Entity.

94. National park management plans are the key tool for regulating and guiding activity within a national park, including operational management and concessions for commercial and other activities.

Draft National Park Management Plan development process

95. We seek Cabinet agreement to a national park management plan development process which is consistent with current requirements for public notification, consultation and a hearings process. In addition, we seek agreement to:
- 95.1 the Joint Governance Entity and the Director-General of Conservation meeting before the preparation of the draft plan to outline priorities to be addressed in the plan, how these priorities should be addressed and how to engage with other parties prior to and during the preparation of the draft;
 - 95.2 early engagement with key stakeholders, including the Post Agreement Governance Entity, iwi and hapū with interests in the national park, the Taranaki/Whanganui Conservation Board, the New Zealand Conservation Authority, and local authorities; and
 - 95.3 drafting of the plan being undertaken by a lead planner provided by the Post Agreement Governance Entity alongside a lead planner provided by the Department of Conservation.
96. Further detail is set out at Appendix 3, Table 6.

National park management plan approval process

97. Under the existing process, the New Zealand Conservation Authority approves draft national park management plans submitted by conservation boards. The New Zealand Conservation Authority represents the national community of interest in national parks and sits at the apex of a framework established under the National Parks Act 1980 and broader conservation governance framework. In practice, the New Zealand Conservation Authority's approval is focused on best practice plan-making and consistency with legislation and the national conservation planning framework.
98. Ngā Iwi o Taranaki negotiators have acknowledged the role the New Zealand Conservation Authority has in providing a national public interest and national consistency viewpoint. However, they do not accept that the New Zealand Conservation Authority is the appropriate body to be the final decision-maker regarding a planning document for the national park. They seek an approval process that furthers mana motuhake (self-determination) for the iwi and for the legal personality and reflects the Treaty partnership between Māori and the Crown.
99. We seek Cabinet agreement to amend the current approval process for national park management plan, removing the New Zealand Conservation Authority from its current approval role, and providing for the Minister of Conservation and the Post Agreement Governance Entity to jointly approve the management plan, while "recognising and providing" for the views of the New Zealand Conservation Authority (as set out at Appendix 3, Table 7).

Conservation Management Strategy

100. We seek Cabinet agreement to a role for the Joint Governance Entity in developing the national park place section of the regional Conservation Management Strategy. This includes:

100.1 amending s17F(a) of the Conservation Act 1987 to require the Joint Governance Entity is formally notified of the proposed national park Place section in a draft Conservation Management Strategy;

100.2 the relationship agreement between the Director-General of Conservation and the Joint Governance Entity including a commitment to engage during the pre-notification stage of preparing the draft Conservation Management Strategy with respect to the national park Place section in the Conservation Management Strategy; and

100.3 the Director-General of Conservation consulting with the Joint Governance Entity if submissions are received on the national park Place section.

The role of Ngā Iwi o Taranaki in management and operations in the national park

101. Since signing the Record of Understanding we have reached agreement with Ngā Iwi o Taranaki on the role of Ngā Iwi o Taranaki, the Joint Governance Entity and the Department of Conservation in relation to management and operations and concessions decision making with respect to the national park. These were identified as outstanding matters in the Record of Understanding.

Operational management

102. Operational planning and day-to-day management in relation to the national park is undertaken by the Department of Conservation, guided by the national park management plan. Operational planning is the means by which the national park management plan is implemented and funding for priority outcomes determined. The national park management plan also gives guidance on policy and actions that Department of Conservation staff will apply in their day-to-day management and operational decision-making process.

103. Under the proposed arrangements the Department of Conservation will retain primary responsibility for the national park's operational management. We seek Cabinet agreement to mechanisms for the involvement of the Joint Governance Entity and Ngā Iwi o Taranaki, including involvement in annual business planning and discussing opportunities for operational management and contracting opportunities for Ngā Iwi o Taranaki. Giving effect to any future agreed involvement of Ngā Iwi o Taranaki in management would be through existing mechanisms, such as management agreements under section 53 of the Conservation Act 1987. The Crown will maintain overall discretion as to which activities are funded within the park, and to what level, as part of its operations. These arrangements are set out in more detail in Appendix 3, Table 8.

Concessions decision-making and revenue

104. Concessions are legal contracts granted by the Department of Conservation (under delegation from the Minister of Conservation) to undertake commercial operations and other activities on conservation land and may include tourism activities, guiding, accommodation facilities, filming, events etc. Concessions decision-making is guided by the relevant Conservation Management Strategy and National Park Management Plan.
105. The Minister of Conservation will retain the concession decision-making role (except for the proposals concerning interests in land) under the National Parks Act 1980 and Part 3B of the Conservation Act 1987. We seek Cabinet agreement for an enhanced process (used in recent settlements) for the Post Agreement Governance Entity to contribute to decision-making on concessions including for those involving interests in land. The framework for the process is set out in detail in Appendix 3, Table 9.
106. We also seek Cabinet agreement that the concession revenue earned from activities in the national park (including concessions for interests in land) continue to be treated as Crown revenue and is required to be accounted for and spent only within and for the benefit of the national park. Section 57 of the National Parks Act 1980 already requires all revenue earned from parks to be spent on national park related purposes. Approximately \$0.240 million per annum of Crown revenue is generated from concession activity in the park. This proposal is fiscally neutral for the Crown but will limit the flexibility as to how and where this Crown revenue is spent.

Disapplying Tourist and Health Resorts Control Act 1908

107. Section 10(2) of the National Parks Act 1980 currently provides that by Order in Council national park land described in the order can be administered under the Tourist and Health Resorts Control Act 1908. This is an old Act and we consider it unnecessary for this provision to remain operative for this national park in light of the governance arrangements developed in the negotiations. Ngā Iwi o Taranaki do not want the potential for land in the park to be managed by another Crown agency that undercuts the arrangements in the redress legislation.
108. We seek Cabinet approval to disapply section 10(2) of the National Parks Act 1980 through the collective redress legislation.
109. Land Information New Zealand have been consulted and agree with this proposal.

Cultural materials plan

110. Cultural materials plans have been offered as redress in a number of recent settlements. A cultural materials plan provides guidance on where the cultural materials identified may be collected from, the means of collection and in what quantity.
111. We seek Cabinet agreement to provide a process for the Post Agreement Governance Entity and the Department of Conservation to develop a cultural materials plan. The cultural materials plan will provide parameters for the taking of five cultural minerals (discussed in further details in paragraph 117 below) from the national park, collecting

flora material and the possession of protected fauna found dead within the national park for cultural (non-commercial) use.

112. We also seek Cabinet agreement to enable the Post Agreement Governance Entity and individual iwi Post Settlement Governance Entities to issue authorisations to individual iwi members to take, for cultural (non-commercial) use, flora materials, cultural minerals or possess dead protected fauna found within the national park in accordance with the cultural materials plan. This removes the need for authorisation from Ministers or the Director-General of Conservation under the Crown Minerals Act 1991, National Parks Act 1980 or Wildlife Act 1953.

Relationship redress

113. Since signing the Record of Understanding, Ngā Iwi o Taranaki have identified their aspirations for relationship agreements.

Joint Governance Entity relationships

114. The proposed functions of the Joint Governance Entity include forming relationships with bodies with functions that impact on the legal personality. We expect this would include:

114.1 regulatory bodies for example, local government (Taranaki Regional Council and relevant District Councils), New Zealand Conservation Authority, and the Taranaki Whanganui Conservation Board;

114.2 relevant parties concerning non-statutory matters of mutual interest, for example, Tourism New Zealand and Venture Taranaki (the tourism arm of New Plymouth District Council);

114.3 central government agencies; and

114.4 iwi and hapū with interests in the legal personality.

115. We seek Cabinet agreement for the Collective Redress Deed to provide a commitment from the Director-General of Conservation and the Minister of Conservation to enter into a relationship agreement with the Joint Governance Entity (as outlined in Appendix 4, Table 1). This relationship agreement will be vital for effectively implementing the arrangements over Taranaki Maunga.

Post Agreement Governance Entity relationships

116. We seek Cabinet approval for the Collective Redress Deed to include commitments for the Post Agreement Governance Entity to enter into a relationship document with the Ministry for Business, Innovation and Employment and the Department of Conservation (as outlined in Appendix 4, Table 2).

Minerals redress

117. We seek your agreement to a minerals redress package comprising mostly redress mechanisms previously used (e.g. cultural materials plan, fossicking rights for certain minerals and a Crown Minerals protocol) and some redress appropriate for this specific set of arrangements (as outlined in Appendix 3, Table 10).

118. We seek your agreement to vest five non-nationalised minerals (Kōkōwai, Kōkawa/Taranaki Andesite, Pākohe, Onewa and Matā)³ and all industrial rocks and building stones⁴ in the legal personality. The proposed vesting will go some way towards recognising Ngā Iwi o Taranaki's holistic view of the legal personality as a 'living and indivisible whole' and the embodiment of their tūpuna.
119. Ngā Iwi o Taranaki sought the permanent protection of the tūpuna peaks within the park from all commercial mining activities. They consider the current protections against mining under the Crown Minerals Act 1991 to be insufficient as they could be changed or removed in the future through legislative or policy amendments without iwi consent. In the unlikely event that protections were removed, we seek your agreement for the Joint Governance Entity to have a joint decision-making role alongside the Minister of Conservation in decisions about access to the national park for mining-related activities (for both vested and Crown minerals). The Minister of Energy and Resources' decision-making role in access arrangements will remain unchanged. In addition, there will be a requirement for Joint Governance Entity's consent (in place of the Minister of Energy and Resources) to carry out activities equivalent to prospecting, exploration or mining under a permit issued under the Crown Minerals Act 1991 of any minerals vested in the legal person.
120. This provision will only come into play if the current prohibition against issuing permits over the Egmont National Park under the Crown Minerals Act 1991 changed.

s9(2)(g)(i)

121.

[REDACTED]

122. The Minister of Energy and Resources has agreed to this proposal.

Geographic name changes

123. In December 2017, Cabinet authorised the Record of Understanding to include:

123.1 a name change for the national park; and

123.2 geographic name changes for specific geographic features within the national park.

National Park name change

124. Crown Protected Area names (such as national park names) can be newly assigned, altered or discontinued through Treaty settlements in response to requests from Iwi,

³ Kōkōwai: an iron rich clay or red ochre; Kōkawa/Taranaki Andesite: the rock known as andesite found in the Taranaki area; Pākohe: metamorphosed indurated mudstone (otherwise known as argillite); Onewa: the mineral known as basalt or greywacke; and Matā: the mineral known as black obsidian.

⁴ Industrial rocks and building stones are defined under section 2 of the Crown Minerals Act as meaning "aggregate, basalt, diatomite, dunite, granite, limestone, marble, perlite, pumice, sandstone, serpentine, slate, sand, and gravel".

with the approval of the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation.

125. We seek your agreement for the Crown protected area name of Egmont National Park to be changed to Te Papa-Kura-o-Taranaki.
126. A sole te reo Māori official name, Te Papa-Kura-o-Taranaki, with no approved English generic term, is a departure from the Crown protected area naming standard. The New Zealand Geographic Board Secretariat reviewed the proposed name change against its *Standard for crown protected area names* (the Standard). The secretariat did not endorse the proposal as it does not meet the requirements of the Standard because of the absence of the generic term “national park”. However, the Standard confirms Ministers can choose to deviate from the Standard for new names proposed through Treaty settlements.
127. The official name would be required to be used by government departments and local authorities in all official documents, as well as in all tourist publications.
128. Approval is sought for Taranaki National Park to be an unofficial name that may be used in some circumstances in conjunction with the official name. This unofficial name may be useful for branding or safety purposes.
129. The Chief Crown Negotiator and the Lead Negotiator for Ngā Iwi o Taranaki have engaged with local and national stakeholders to informally test the name Te Papa-Kura-o-Taranaki. Informal and formal feedback from Taranaki local government, the New Zealand Conservation Authority and the Federated Mountain Clubs so far has been overwhelmingly supportive of a sole te reo Māori name.
130. This will be high profile redress and has already attracted public reaction locally and nationally when it was prematurely announced in December 2019. Ngā Iwi o Taranaki and the Crown will work jointly to promote the new name of the national park both regionally and nationally. Before initialling the Collective Redress Deed, our communication strategy will ensure the public are aware of the name changes for the national park, the peaks and other features, and that the land retains its current status as a national park.

s9(2)(g)(i)

131.

[REDACTED]

Other geographic name changes

132. Geographic name changes are standard Treaty settlement redress. The Collective Redress Deed and collective redress legislation will provide for 19 geographic name changes including the main peak to be renamed as Taranaki Maunga as outlined in Appendix 3, Table 11. The New Zealand Geographic Board recommended the Taranaki Maunga name change.

Ngā Iwi o Taranaki access to facilities on Taranaki Maunga

133. Ngā Iwi o Taranaki have aspirations for iwi access to facilities in the national park for cultural and educational purposes.

134. We seek Cabinet agreement for the Collective Redress Deed to provide the Post Agreement Governance Entity, for cultural (non-commercial) purposes and subject to normal requirements for concessions:

134.1 will be offered a first right to acquire any surplus buildings owned and administered by the Department of Conservation (excluding any land) within the national park; and

134.2 may explore opportunities for the use of any decommissioned or surplus building footprints within the national park for purpose-built facilities, subject to that being consistent with the national park management plan.

135. We have agreed with Ngā Iwi o Taranaki that other elements of this redress can be achieved through commitments in the Department of Conservation relationship agreement as set out as in Appendix 3, Table 12.

Taonga tūturu

136. Taonga tūturu (Māori artefact) is a category of protected New Zealand object defined under the Protected Objects Act 1975. All taonga tūturu are treated as Crown owned until ownership is established by the Māori Land Court.

137. Ngā Iwi o Taranaki are seeking an amended process for dealing with taonga tūturu found within the national park in recognition of the proposed legal personality. The aspirations of Ngā Iwi o Taranaki are not for ownership of all taonga tūturu found in the park. They have expressed a preference for taonga tūturu to remain where they are found rather than being removed. However, they consider that it is important to have a clear process to determine custody and ownership, as taonga tūturu may on occasion be found and given to departments and institutions (such as the Department of Conservation or local museums).

138. We seek your agreement for the legal personality to be:

138.1 deemed to be a registered collector of taonga tūturu under section 14 of the Protected Objects Act;

138.2 provided a right of interim custodianship over taonga tūturu found in the national park until ownership is determined; and

138.3 deemed to have made an automatic claim of ownership for any taonga tūturu found in the national park.

139. Further detail on this proposal is included in Appendix 3, Table 13.

140. The Minister of Culture and Heritage has agreed to this proposal.

Resourcing the proposed arrangements

141. Throughout negotiations, Ngā Iwi o Taranaki have indicated to the Crown that their agreement to the proposed arrangements remaining within the national parks framework is subject to the Crown adequately resourcing the proposed arrangements.

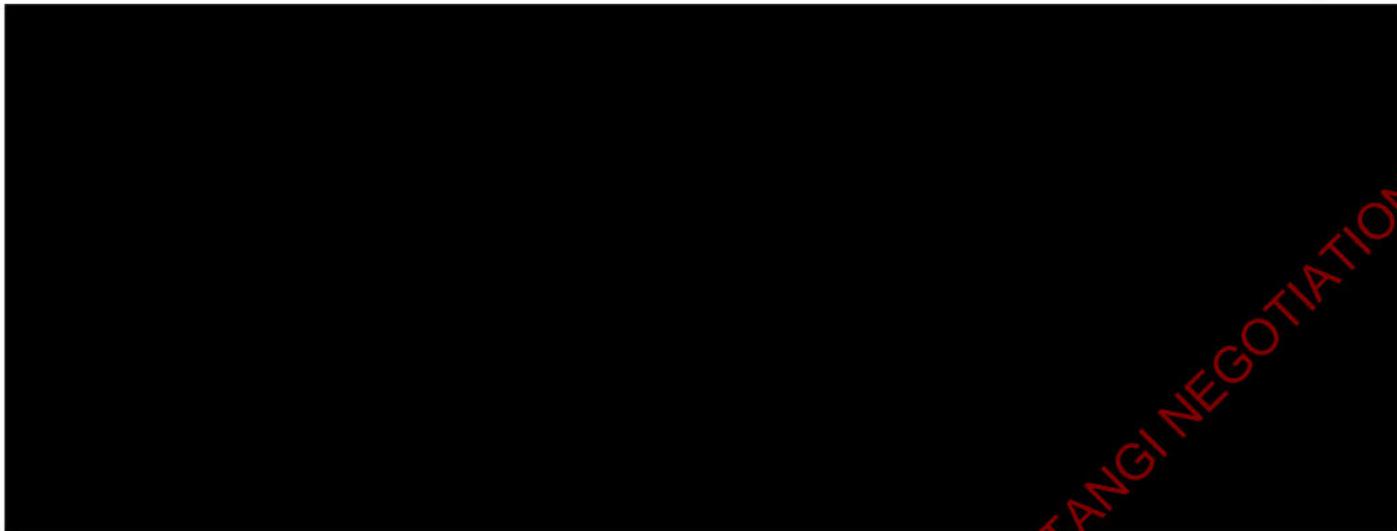
142. In December 2017, Cabinet authorised the Minister of Finance, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation to report back to Cabinet with a proposal for a contribution to resourcing the proposed arrangements prior to signing the Collective Redress Deed [CAB-17-MIN-0547 refers].
143. The Record of Understanding identified matters for further discussion in the next phase of negotiations, including "...the nature and extent of resourcing to be provided as a Crown contribution, including to iwi, to support the implementation of Ngā Maunga (Taranaki Maunga) arrangements once the arrangements are finalised for inclusion in the collective redress deed..."

Ngā Iwi o Taranaki resourcing aspirations and proposed Crown contribution

144. Since the Record of Understanding was signed, Ngā Iwi o Taranaki have sought funding to support:
- 144.1 iwi participation in the Joint Governance Entity;
 - 144.2 the establishment of the Post Agreement Governance Entity and the delivery of its statutory functions;
 - 144.3 iwi reconnection to Taranaki Maunga; and
 - 144.4 the health and wellbeing of the legal personality.
145. We do not consider a Crown contribution towards iwi participation in the Joint Governance Entity is required. The Crown will already be contributing to the statutory roles and functions of the Joint Governance Entity on an ongoing basis through its standard approach of assessing Department of Conservation Treaty settlement implementation costs and seeking new funding through the baseline update process.

s9(2)(j)

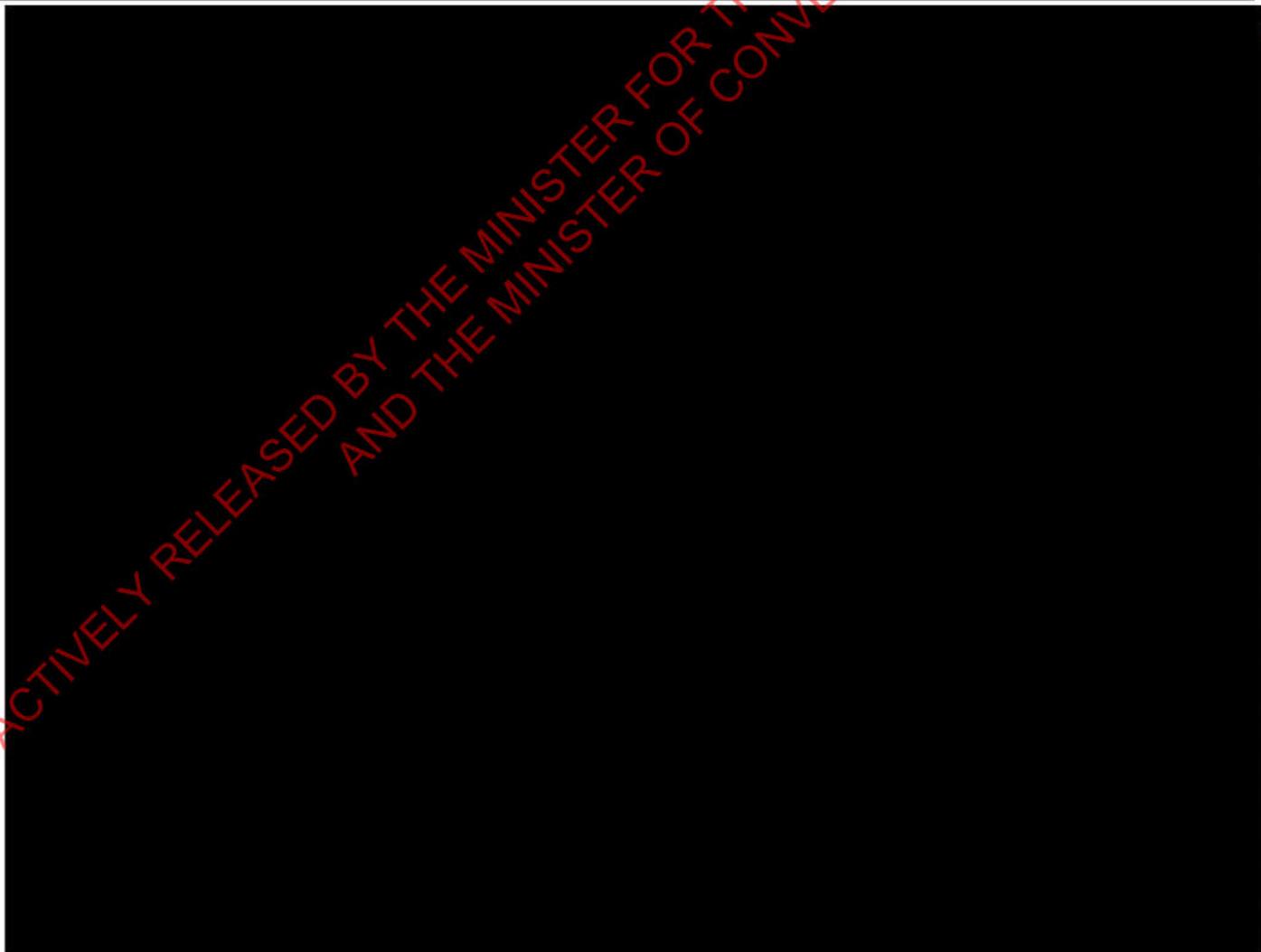
s9(2)(j)



s9(2)(h)



s9(2)(j)



PROACTIVELY RELEASED BY THE MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS
AND THE MINISTER OF CONSERVATION



Accounting treatment of vested land

157. [Redacted] s9(2)(j)

158. [Redacted]

159. [Redacted]

160. [Redacted]

161. [Redacted]

162. [Redacted]

163. [Redacted]

PROACTIVELY RELEASED BY THE MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS AND THE MINISTER OF CONSERVATION

[Redacted]

164. [Redacted]

165. [Redacted]

166. [Redacted]

Exemptions from end-of-year performance requirements

167. We seek Cabinet agreement to authorise an exemption from end-of-year performance reporting under section 15D(2)(b)(ii) under the Public Finance Act 1989, as this is not likely to be informative in light of the nature of this transaction

Tax matters for the Joint Governance Entity and iwi governance entity

168. Ngā Iwi o Taranaki have sought for the Joint Governance Entity to have an income tax exemption for assets held in the name of the legal personality. Officials are developing a proposal that is based on the income tax exemptions for the Te Awa Tupua and Te Urewera legal personalities, which include specific accountability, transparency and reporting requirements to maintain exemption that mirror the requirements of a charitable trust. As noted in paragraph 68, the Joint Governance Entity will not hold assets, but will be responsible for developing an asset holding policy for the Post Agreement Governance Entity to administer.

169. Ngā Iwi o Taranaki have also proposed that the Post Agreement Governance Entity have an income tax exemption specifically in relation to its role to acquire, hold and expend asset held in the name of the legal personality.

170. We seek Cabinet delegation to explore income tax exemptions for the Joint Governance Entity and the Post Agreement Governance Entity with the Minister of Finance and Minister of Revenue before initialling the Collective Redress Deed.

Overlapping claims

171. There are no overlapping claims as all iwi with interests in Taranaki Maunga are taking part in the negotiations through Ngā Iwi o Taranaki.

172. [Redacted]

Iwi governance

173. Ngā Iwi o Taranaki will submit a detailed Post Agreement Governance Entity proposal and draft Trust Deed to the Crown.
174. The Minister of Treaty of Waitangi Negotiations and the Minister for Māori Development will review the proposed Post Agreement Governance Entity Trust Deed to ensure it meets the Crown's requirements for transparency, accountability and suitability to receive and manage redress.
175. Ngā Iwi o Taranaki seek to use the redress legislation to disestablish the Taranaki Māori Trust Board, a Māori Trust Board established in 1930 to administer Crown payments relating to compensation for land confiscation.
176. The Post Agreement Governance Entity will not be a direct replacement of the Trust Board, but it will take on statutory functions of the Trust Board that relate to Taranaki Maunga, which include appointing a representative on the Taranaki/Whanganui Conservation Board and a right to be consulted when there is a proposal to remove land from the national park. Trust Board Assets and liabilities, including the recent annuity buyout payment, are intended to be distributed to individual iwi.

Ratification

177. Ngā Iwi o Taranaki will submit a collective ratification strategy for all eight iwi of Taranaki to ratify the Collective Redress Deed and the Post Agreement Governance Entity.
178. The Minister for Treaty of Waitangi Negotiations and the Minister for Māori Development will receive the voting outcome for each of the eight iwi to inform their decision as to whether the ratification process and results show a sufficient level of support from Ngā Iwi o Taranaki.

Conditions of the Collective Redress Deed

179. The Collective Redress Deed will be conditional on:
 - 179.1 ratification of the Collective Redress Deed by Ngā Iwi o Taranaki; and
 - 179.2 enactment of the collective redress legislation to implement certain aspects of the Collective Redress Deed.
180. Except as provided in the Collective Redress Deed, the agreement will not affect any ongoing rights which Ngā Iwi o Taranaki may have under common law (including existing aboriginal title), legislation or the Treaty of Waitangi.

s9(2)(j)

Stakeholder engagement and public consultation

184. Stakeholder engagement has been led by the Chief Crown Negotiators for Taranaki Maunga and Tongariro National Park and has included written updates, meetings with a broad range of national groups in Wellington, and drop-in engagement sessions with regional stakeholders in Taranaki. Stakeholders consulted include: New Plymouth District Council, South Taranaki District Council, Stratford District Council, Taranaki Fish and Game, New Zealand Conservation Authority, Taranaki/Whanganui Conservation Board, Forest and Bird, Federated Mountain Clubs, Federated Farmers, New Zealand Alpine Club and Venture Taranaki. Ngā Iwi o Taranaki negotiators were consulted on the stakeholder engagement approach and regularly attended stakeholder meetings.
185. Stakeholder engagement will continue up until deed initialling focusing on national and local interest groups, and local government. A comprehensive communication strategy will be put in place for the Collective Redress Deed initialling when the redress package enters the public domain. Alongside the summary of the Taranaki Maunga redress package and negotiations timeframes, stakeholders will be advised that the national parks negotiations programme will result in changes to how the three North Island national parks are governed to enhance iwi engagement and participation.
186. Engagement to date has been positive with key stakeholders supportive of ongoing engagement throughout negotiations. The consistent concern raised by stakeholders has been around public access to the national park. The Chief Crown Negotiators have reassured stakeholders that public access will not be affected.

Consultation

187. The following Crown agencies have been consulted in preparing this paper and their views incorporated: The Treasury, the Ministry for Business, Innovation and Employment, the Department of Internal Affairs, the Ministry for the Environment, Inland Revenue, the Ministry for Culture and Heritage and Te Puni Kōkiri. Parliamentary Counsel Office has also been consulted and their views incorporated.
188. The Department of the Prime Minister and Cabinet was informed.

Human Rights

189. The proposals outlined in this paper are consistent with the New Zealand Bill of Rights Act 1990 and the Human Rights Act 1993.

Legislative Implications

190. Legislation is required to implement aspects of the redress. Draft Taranaki Maunga collective redress legislation will be attached to the Collective Redress Deed. Once the Collective Redress Deed is signed we will seek Cabinet approval to introduce the collective redress legislation to the House.
191. The collective redress legislation will also:
- 191.1 amend the National Parks Act 1980 and the Conservation Act 1987 including in relation to replacement of Conservation Board jurisdiction over the park; Maunga values for administration of park; land related decision-making processes; concession income; and management plan development and approval processes;
 - 191.2 repeal the Mount Egmont Vesting Act 1978; and
 - 191.3 amend the Maori Trust Boards Act 1955 to disestablish the Taranaki Maori Trust Board.

Regulatory Impact Analysis

192. The Regulatory Quality Team at the Treasury has determined that the regulatory proposals in this paper are exempt from the regulatory impact analysis requirements on the grounds that they implement deeds of settlement for Treaty of Waitangi claims, other than those that would amend or affect existing regulatory arrangements. One of the proposed amendments to disapply s(10)2 of the National Parks Act 1980 repeals or removes redundant legislative provisions.

Publicity

193. The Office for Māori Crown Relations – Te Arawhiti, the Department of Conservation and Nga Iwi o Taranaki will jointly develop a communications strategy to ensure interested parties are informed of the content of the Collective Redress Deed at the time it is initialled. The key components agreed by Cabinet will be included in communications material.
194. The Office for Māori Crown Relations – Te Arawhiti will make the Collective Redress Deed available to the media and public on its website.

Proactive Release

195. We intend to defer the proactive release of this paper until after the Collective Redress Deed has been initialled, as all the content will remain negotiations sensitive until that time. The initialling is scheduled to occur by May 2020; therefore, the proactive release will not occur within 30 business days of Cabinet approval.

Next steps

196. If Cabinet approves the proposed redress package as detailed in this paper, we intend to initial the Collective Redress Deed with Ngā Iwi o Taranaki by May 2020.

PROACTIVELY RELEASED BY THE MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS
AND THE MINISTER OF CONSERVATION

Recommendations

The Minister for Treaty of Waitangi Negotiations and the Minister of Conservation recommend the Committee:

Background

1. **note** Ngā Iwi o Taranaki, the eight iwi with interests in Taranaki Maunga, are collectively negotiating Treaty redress over Egmont National Park;
2. **note** in December 2017, Cabinet authorised a Crown offer [CAB Min CBC 17-MIN-0054 refers] to form the basis of the Record of Understanding (a non-binding, public agreement) between the Crown and Ngā Iwi o Taranaki;
3. **note** the Record of Understanding included the following agreements in principle on redress:
 - 3.1 the repeal of the Mount Egmont Vesting Act 1978;
 - 3.2 the declaration of a legal personality for Taranaki Maunga;
 - 3.3 the vesting of all available Crown-owned land in Taranaki Maunga in that legal personality;
 - 3.4 the establishment of a 50/50 Crown/Iwi Joint Governance Entity with functions akin to a conservation board to be the human face of, and act in the name of, the legal personality for Taranaki Maunga;
 - 3.5 an official change of the name for the national park and other geographical features within Taranaki Maunga;
 - 3.6 statements of association for Ngā Iwi o Taranaki in relation to Ngā Maunga;
 - 3.7 the development of a set of Maunga Values;
 - 3.8 the ongoing application of the National Parks Act 1980, subject to agreed amendments;
 - 3.9 an agreed account of the historical relationship between Ngā Iwi o Taranaki and the Crown as it relates to Ngā Maunga;
 - 3.10 the Crown's acknowledgment of its acts and omissions, as they relate to Ngā Maunga, which have breached the Treaty of Waitangi/Te Tiriti o Waitangi and its principles, and caused prejudice to Ngā Iwi o Taranaki; and
 - 3.11 a Crown apology for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi and its principles;
4. **note** the Record of Understanding identified the following as outstanding matters for further discussion:
 - 4.1 the overall purpose and governance functions of the Joint Governance Entity;

- 4.2 the aspirations of Ngā Iwi o Taranaki for a holistic whole of Maunga approach, beyond being focused solely on conservation management within the boundaries of the national park under the National Parks Act 1980;
- 4.3 the process for developing a national park management plan for Taranaki Maunga, including the role of the New Zealand Conservation Authority as the approver of the plan;
- 4.4 the role of Ngā Iwi o Taranaki in management, concessions and operations decision making and operations delivery;
- 4.5 the nature and extent of resourcing to be provided as a Crown contribution, to support the implementation of the arrangements; and
- 4.6 relationship agreements and other standard redress as agreed by the Crown and Ngā Iwi o Taranaki.

Cultural redress

Land to be vested in the legal personality

5. **note** two parcels of land within Egmont National Park, which were gifted to the Crown, are to be included in the vesting in the legal personality;

Maunga values and status statement

6. **note** the status statement and Maunga Values have been agreed with Ngā Iwi o Taranaki (see Appendix 2) and will be included in the Collective Redress Deed subject to minor editorial amendments;
7. **agree** for the Maunga Values and status statement to have the same effect as a general purpose under s4(1) of the National Parks Act 1980 for which the national park must be administered and maintained;

Effect of the legal personality outside the national park

8. **note** the legal personality extends beyond the boundaries of the national park reflecting Ngā Iwi o Taranaki's cultural view of Taranaki Maunga as their ancestor, and influence how decision-makers and the public approach the Maunga and their relationship with it;
9. **agree** to the following mechanisms being included in the Collective Redress Deed that clarify the effect of the legal personality outside the national park:
 - 9.1 non-derogation clauses clarifying that despite the legal personality extending outside of the national park boundary, matters such as private property rights and the application of other legislation will not be affected; and
 - 9.2 clarification that the non-derogation clauses are not intended to remove or restrict the existing rights of Ngā Iwi o Taranaki, individual iwi and hapū in statutory processes, nor to prevent them framing their association with the

Maunga by referring to the legal personality and other elements of the redress arrangements;

Governance arrangements for Taranaki Maunga

10. **agree** for the Joint Governance Entity to have the following functions:
 - 10.1 form relationships with iwi and hapū, and agencies and other bodies with functions that impact on the legal personality;
 - 10.2 develop and recommend for approval the national park management plan;
 - 10.3 advise the New Zealand Conservation Authority or the Director-General of Conservation (as appropriate) on matters relating to the national park, including:
 - 10.3.1 to review and report on the effectiveness of the implementation of general policy for national parks within the national park;
 - 10.3.2 on the interpretation of the national park management plan;
 - 10.3.3 on any other matter relating to the national park;
 - 10.4 exercise any other relevant functions in accordance with the collective redress legislation;
11. **agree** the Joint Governance Entity have full capacity and all the powers reasonably necessary to achieve its purpose and exercise its functions;
12. **agree** to the following membership provisions for the Joint Governance Entity:
 - 12.1 the inaugural four Crown members are to be appointed by the Minister of Conservation, after consultation with the Minister for Treaty of Waitangi Negotiations, with the Minister of Conservation appointing the four Crown members for subsequent terms;
 - 12.2 the chair of the Post Agreement Governance Entity will appoint the four Ngā Iwi o Taranaki members in accordance with its own procedure; and
 - 12.3 the inaugural chair of the Joint Governance Entity will be appointed by the chair of the Post Agreement Governance Entity from the Ngā Iwi o Taranaki members;
 - 12.4 subsequent chairs of the Joint Governance Entity will be appointed by Te Tōpuni Kōkōrangī from all its members;
 - 12.5 each appointer will meet their own costs for the appointment process and any member's fees;
 - 12.6 the appointment criteria for all members of the Joint Governance Entity will include the criteria for appointment of conservation board members under s6P of the Conservation Act 1987, mana/standing;

- 12.7 the Crown procedure for its appointments will be similar to the appointment process for conservation boards, including a call for public nominations;
- 12.8 the Post Agreement Governance Entity appointees may be removed at the sole discretion of the Post Agreement Governance Entity;
- 12.9 the Minister of Conservation may remove a Crown appointee for reasons of neglect of duty, inability to perform or misconduct;
- 12.10 the term of each member will be for up to 3 years (with replacement appointments for the remainder of the term); and
- 12.11 there will be no consecutive term limits prescribed for members of the Joint Governance Entity, with a requirement the Minister of Conservation and Post Agreement Governance Entity Chair will discuss any proposal for an appointee to serve a fourth (or more) consecutive term;
13. **agree** to the following provisions for the Joint Governance Entity's meetings and decision-making:
- 13.1 a quorum requirement of 6 of the 8 members;
- 13.2 the Joint Governance Entity must strive to make decisions by consensus;
- 13.3 if in the view of the chair, after reasonable discussion, it is not practicable to reach consensus a decision may be made by vote with the support of a minimum of 75% of those members present and voting at a meeting;
- 13.4 the Joint Governance Entity may also appoint committees at any time to undertake tasks;
- 13.5 conflicts of interest provisions including:
- 13.5.1 members to declare to act in the best interests of the legal personality (not their appointers);
- 13.5.2 decision making required to be consistent with the collective redress legislation including the Maunga Values and the National Parks Act 1980; and
- 13.5.3 a conflict of interest policy and conflict of interest provisions set out in legislation, and where a conflict is identified that member may need to be recused from the decision;
- 13.6 the Director-General of Conservation, or delegate, may attend meetings with a right to speak and participate on matters relating to the Department of Conservation's or Minister of Conservation's statutory functions relating to the national park (subject to an ability to be excluded from part of a meeting only);
- 13.7 the Joint Governance Entity will be subject to the Official Information Act 1982, the Ombudsmen Act 1975 and similar provisions to that in Part 7 of the Local

Government Official Information and Meeting Act 1987 that apply to a conservation board; and

- 13.8 the Joint Governance Entity will be required to provide an annual report to the appointers which would be tabled in Parliament by the Minister of Conservation;
14. **agree** that the Department of Conservation will provide the secretariat support function for the Joint Governance Entity, with a commitment to review the secretariat role after the first 3 years (or later if agreed by the parties);
15. **agree** that the Joint Governance Entity be treated as a conservation board for the purposes of s57 of the Conservation Act 1987, allowing the Minister of Conservation to delegate other functions relating to the national park to the Joint Governance Entity as if it were a Conservation Board subject to the same restrictions in s57, including the exception of Part 5A of the Conservation Act 1987;

Liabilities

16. **agree** for liabilities associated with land ownership and management to continue to be carried by the Crown;
17. **agree** to exclude personal legal liabilities for members of the Joint Governance Entity for their decisions provided these decisions are lawful, in accordance with their statutory mandate, and made in good faith;

Asset holding function

18. **agree** to assets being able to be held by the Post Agreement Governance Entity in the name of the legal personality;
19. **agree** that asset governance and management would be undertaken by the Post Agreement Governance Entity;
20. **agree** the following parameters around asset use:
 - 20.1 the Joint Governance Entity is to develop an asset holding policy, which is provided to the Minister of Conservation and the iwi governance entity for comment; and
 - 20.2 all assets must be acquired, held and expended consistently with the asset holding policy and purposes of the redress legislation (including Maunga Values);
21. **note** that neither the Joint Governance Entity or the Crown will attract liability or accountability arising from managing or expending the assets;

Joint Governance Entity role in National Park-related functions

22. **agree** the Minister of Conservation can only make a decision or recommendation on the following matters on the joint recommendation of the New Zealand Conservation Authority and the Joint Governance Entity, after consultation with the Taranaki/Whanganui Conservation Board:

- 22.1 adding land to the national park;
- 22.2 removing land from the national park (subject to the requirement for an Act of Parliament);
- 22.3 acquiring land for addition to the national park;
23. **agree** that requests for the Director-General of Conservation to investigate and report on proposals to add to the national park must be made jointly by the New Zealand Conservation Authority and the Joint Governance Entity;
24. **agree** that the Minister of Conservation can only make a decision on the following matters under the National Parks Act on the recommendation of the New Zealand Conservation Authority after consultation with the Joint Governance Entity and Taranaki/Whanganui Conservation Board:
- 24.1 where land is being acquired for park purposes but not an addition to the national park; or
- 24.2 where any easement over private land is acquired;
25. **agree** where a lease or license interest in any land is acquired for park management purposes, the Minister of Conservation's recommendation must be on joint recommendation of the New Zealand Conservation Authority and the Joint Governance Entity after consultation with the Taranaki/Whanganui Conservation Board;
26. **agree** the Minister of Conservation must consult with the Joint Governance Entity and must have regard to the views of the Joint Governance Entity before giving consent on a specific new road proposal in the national park;
27. **agree** the Minister of Conservation must consult the New Zealand Conservation Authority and must have regard to the view of the Joint Governance Entity when making specific decisions in relation to introduction of biological control organisms in the national park;
28. **agree** the Minister of Conservation must consult with the Joint Governance Entity before deciding to introduce non-endemic aquatic species;
29. **agree** the Minister of Conservation must consult with the Joint Governance Entity as well as the New Zealand Conservation Authority and the Taranaki/Whanganui Conservation Board before making recommendations to the Governor-General declaring or revoking a specially protected area in the national park;

Joint Governance Entity role in decisions-making on interests in land

30. **note** the aspirations of Ngā Iwi o Taranaki for the Joint Governance Entity to have a joint decision-making role alongside the Minister of Conservation for concession and authorisation applications involving interests in land to recognise the Joint Governance Entity's role as the voice of the legal personality;

31. **note** the following options for the Joint Governance Entity's role in all decision making on interests in land were considered at the Cabinet Māori Crown Relations: Te Arawhiti Committee on 10 March 2020 [MCR-20-MIN-0010 refers]:

31.1 Minister of Conservation makes decisions with weighted input from the Joint Governance Entity (Minister of Conservation's preferred option); and

31.2 the Joint Governance Entity must agree to a concession application before that application is granted or declined by the Minister of Conservation (Minister for Treaty of Waitangi Negotiations' preferred option);

32. **note** on the role of the Joint Governance Entity on decision-making for concessions and authorisations involving interests in land, the Cabinet Māori Crown Relations: Te Arawhiti Committee invited the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation to submit a paper, revised in light of discussion at the meeting, to the Cabinet Economic Development Committee on 18 March 2020 [MCR-20-MIN-0010 refers];

33. **agree**, as an interim process, the following process for all concession or authorisation applications regarding interests in land submitted after effective date:

33.1 the Minister of Conservation (or his/her delegate) and the Joint Governance Entity may jointly grant or decline a concession;

33.2 before reaching a decision, both parties:

33.2.1 receive the same advice from the Department of Conservation (excluding legal advice);

33.2.2 if they seek additional advice from a third party, that advice will be shared with the other decision maker;

33.2.3 make preliminary decisions;

33.2.4 if decisions align, the decision is finalised and the application is granted or declined;

33.2.5 if decisions are different, both parties may discuss in an attempt to reach agreement; and

33.2.6 if no agreement is reached, the application is declined.

34. **agree** the revised option for Taranaki Maunga decision making for interests in land is an interim process that is not intended to be a precedent for remaining North Island national park negotiations;

s9(2)(f)(iv)

35. [REDACTED]

36. **note** that the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation will receive further advice on rights of renewal before the initialling of the collective redress deed;
37. **agree** that the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation can amend the interim process, if required, within the delegations from Cabinet;
38. [REDACTED] s9(2)(f)(iv)
39. [REDACTED]
40. **note** the Department of Conservation and Ngā Iwi o Taranaki could engage with concessionaires before effective date on the new process to address any confusion about the change in process;
41. **agree** the interim process in recommendation 33 is subject to being reviewed by the Minister of Conservation and the Joint Governance Entity, in consultation with the iwi Post Agreement Governance Entity, initiated within 5 years of the collective redress legislation effective date;
42. **note** any amendments to the collective redress legislation to give effect to the outcome of the review will require approval of the iwi Post Agreement Governance Entity; s9(2)(f)(iv)
43. [REDACTED]
44. **note** conflicts of interest of the Joint Governance Entity regarding interest in land decision making will managed by the decision-making provisions for the Joint Governance Entity (recommendation 13 and Appendix 3 refers);

Protecting the name of the legal personality

45. **agree** to provide protections against the registration or use in trade of the name 'Te Kāhui Tupua', and any similar name that would likely mislead, confuse or deceive, without authorisation of the Joint Governance Entity;

Development and approval of the National Park Management Plan

46. **agree** that the national park management plan development process for the national park:
- 46.1 be broadly consistent with the public notification and consultation processes in section 47 of the National Parks Act 1980;

- 46.2 requires early engagement with key stakeholders prior to developing the draft national park management plan; and
- 46.3 includes drafting undertaken by a lead planner provided by the Post Agreement Governance Entity alongside a lead planner provided by the Department of Conservation;
47. **agree** that the national park management plan approval process be comprised of the following steps:
- 47.1 the Joint Governance Entity submits a final draft plan to the Minister of Conservation and the Post Agreement Governance Entity chair;
- 47.2 the Minister of Conservation and the Post Agreement Governance Entity chair may request the Joint Governance Entity to consider modifications to the draft plan;
- 47.3 when the Minister of Conservation and the Post Agreement Governance Entity chair are happy with the modified draft plan they refer the plan to the New Zealand Conservation Authority for a formal review; and
- 47.4 the Minister of Conservation and the Post Agreement Governance Entity chair must recognise and provide for the views of the New Zealand Conservation Authority before approving the plan;

Conservation Management Strategy

48. **agree** that the Joint Governance Entity has a role in developing the national park Place section in the Conservation Management Strategy which includes:
- 48.1 amending s17F(a) of the Conservation Act 1987 to require the Joint Governance Entity is formally notified of the proposed national park Place section in a draft Conservation Management Strategy;
- 48.2 an undertaking by the Director-General of Conservation to engage with the Joint Governance Entity at the pre-notification stage of preparing the draft Conservation Management Strategy with respect to the national park; and
- 48.3 the New Zealand Conservation Authority consulting with the Joint Governance Entity if submissions are received on the Place.

Management and operations in the national park

49. **agree** for the Department of Conservation to retain primary responsibility for the national park operational management with the following additional mechanisms:
- 49.1 the Joint Governance Entity to work with the Director-General of Conservation, as part of the annual operational management planning process, including discussing the Joint Governance Entity's Statement of Priorities along with those of the Department of Conservation;

- 49.2 the Director-General of Conservation will report annually to the Joint Governance Entity on implementation of the management plan and the extent to which the Joint Governance Entity's Statement of Priorities have been reflected in operations;
- 49.3 the Post Agreement Governance Entity and Director-General of Conservation to discuss through the operational management planning process, the priorities for activities, mutual projects, opportunities for Ngā Iwi o Taranaki participation in operational management activities;
- 49.4 the Director-General of Conservation to notify the Post Agreement Governance Entity when contracting opportunities arise, where the Post Agreement Governance Entity has identified those types of opportunities as being of interest; and
- 49.5 the Department of Conservation to retain overall discretion as to how much the Crown expends for management of the national park;
50. **agree** for the Minister of Conservation to retain the concession decision-making role under the National Parks Act 1980 and Part 3B of the Conservation Act 1987, subject to a decision-making framework that incorporates:
- 50.1 the Director-General of Conservation and Ngā Iwi o Taranaki agreeing categories of concessions to be notified to Ngā Iwi o Taranaki, timeframes for responses and any modifications to the process;
- 50.2 a notification and iterative feedback process between Ngā Iwi o Taranaki and the Director-General of Conservation to establish the nature and degree of Ngā Iwi o Taranaki interests and views;
- 50.3 a decision-making process that considers the views of Ngā Iwi o Taranaki, and is consistent with relevant conservation legislation, the collective redress legislation (including the Maunga Values) and the national park management plan; and
- 50.4 the decision-maker recording the reasons for the decision and providing a record of that to Ngā Iwi o Taranaki;
51. **agree** that concession revenue earned from activities in the park will be required to be accounted for as Crown Revenue and spent only within and for the benefit of the national park;

Disapplying Tourist and Health Resorts legislation

52. **agree** to disapply Section 10(2) of the National Parks Act 1980 in relation to the administration of certain land under the Tourist and Health Resorts Control Act 1908;

Cultural Materials Plan

53. **agree** to the redress legislation enabling the Post Agreement Governance Entity and individual iwi Post Settlement Governance Entities to issue authorisations for the taking of cultural materials pursuant to a cultural materials plan;

54. **agree** provide a process for the iwi governance entity and the Department of Conservation to develop a cultural materials plan that will provide parameters for the taking of five cultural minerals (discussed in further detail in recommendation 57 below) and flora material from the national park, and the possession of protected fauna found dead within the national park;

Relationship redress

55. **agree** for the Director-General of Conservation and the Minister of Conservation to enter into a relationship with the Joint Governance Entity that covers a range of matters vital for implementing the redress package;
56. **agree** for the Post Agreement Governance Entity to enter relationship agreements with:
- 56.1 the Director-General of Conservation and the Minister of Conservation that covers a range of matters critical to implementing the redress package;
- 56.2 the Ministry for Business, Innovation and Employment;

Minerals redress

57. **agree** to the following minerals redress package comprising:
- 57.1 the vesting of five cultural minerals within Egmont National Park (Kōkōwai, Kōkawa, Pākohe, Onewa and Matā) in the legal personality, together with all industrial rocks and building stones as defined in section 2 of the Crown Minerals Act 1991;
- 57.2 the ability for the Department of Conservation to continue to use any of the industrial rocks and building stones vested in the legal personality for national park purposes;
- 57.3 provision for the Post Agreement Governance Entity to authorise iwi members (and individual iwi post settlement governance entities) to collect the vested cultural minerals from within Egmont National Park for cultural purposes and subject to
- 57.3.1 the conditions used in other settlements for collection or fossicking of minerals/materials in sensitive areas (e.g. removal by hand; from riverbeds only (except in certain circumstances));
- 57.3.2 any specific policies and objectives identified for the minerals/materials in the management plan for the national park; and
- 57.3.3 further conditions as agreed to in a proposed cultural materials plan to be agreed between the Post Agreement Governance Entity and Department of Conservation post-effective date, (including a process for collection from places other than riverbeds);

- 57.4 the continued application of the protections under the Crown Minerals Act 1991 to the vested minerals concerning access to, and permitting for, the land and minerals (aside from collection for cultural purposes);
- 57.5 in the event that the current prohibition against issuing permits over the Egmont National Park under the Crown Minerals Act 1991 is changed to enable crown mineral permits to be granted:
- 57.5.1 a requirement for the Minister of Conservation to obtain the agreement of the Joint Governance Entity in making decisions about access arrangements for any activity under a minerals permit (for both vested and Crown minerals). The Minister of Energy and Resources' decision-making role in access arrangements will remain unchanged;
 - 57.5.2 a requirement for Joint Governance Entity's consent (in place of the Minister of Energy and Resources) to carry out activities equivalent to prospecting, exploration or mining under a permit issued under the Crown Minerals Act 1991 of any minerals vested in the legal person;
- 57.6 a Crown Minerals Protocol issued by the Minister of Energy and Resources that will include a requirement for the Joint Governance Entity to be consulted on any policy or legislative development or review relating to the administration of Crown-owned minerals which may affect the interests of the Joint Governance Entity in the national park;
58. **note** the vesting of comparable minerals/materials has occurred in previous Treaty settlements, although not in a national park;

Geographic name changes

59. **agree** for the official Crown Protected Area name of Egmont National Park to be changed to Te Papa-Kura-o Taranaki;
60. **agree** that an unofficial name, Taranaki National Park, may be used in conjunction with the new official name in certain circumstances for branding or safety purposes;
61. **note** the Collective Redress Deed and collective redress legislation will include 19 other geographic place name changes, including Mount Taranaki being renamed as Taranaki Maunga;

Ngā Iwi o Taranaki access to facilities on Taranaki Maunga

62. **agree** to the Collective Redress Deed including provision for Ngā Iwi o Taranaki to access facilities within the national park for cultural (non-commercial) purposes, subject to normal requirements for concessions, including:
- 62.1 a maximum of 16 free nights per annum for exclusive use by the Post Agreement Governance Entity/Ngā Iwi o Taranaki of bookable Crown-owned facilities for cultural events;
 - 62.2 the Post Agreement Governance Entity having the first right to acquire Department of Conservation administered buildings (not the land) when they

are in a safe location, are otherwise surplus to requirements and continued use is consistent with the national park management plan;

62.3 to explore opportunities for the use of any decommissioned or surplus building footprints for purpose-built facilities;

63. **agree** to include a commitment in the Department of Conservation and Post Agreement Governance Entity relationship agreement for the Department of Conservation to first discuss with the Post Agreement Governance Entity the potential cultural use of sites identified in the national park management plan as requiring upgrade or replacement for a new facility and exploring the possibility of co-design;

Taonga tūturu

64. **agree** that the Collective Redress Deed and collective redress legislation will:

64.1 provide for the legal personality to be a registered collector of taonga tūturu under section 14 of the Protected Objects Act 1975;

64.2 record the process whereby the legal personality is provided a right of interim custodianship over taonga tūturu found in the national park on or after effective date until ownership is determined, subject to any obligations and duties contained in the Protected Objects Act 1975;

64.3 record the process whereby the legal personality is automatically treated by the Ministry for Culture and Heritage as having made a claim of ownership of newly found taonga tūturu in the National Park;

Financial implications

Resourcing the proposed arrangements

65. **note** Cabinet has authorised the Minister of Finance, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation to report back with a proposal for a contribution to resourcing the negotiated arrangements prior to signing the Taranaki Maunga Collective Redress Deed [CAB-17-MIN-0547 refers];

s9(2)(j)

66. **agree** that a one-off payment be offered to Ngā Iwi o Taranaki of up to [REDACTED] as a Crown contribution towards resourcing the negotiated arrangements;

67. [REDACTED]

s9(2)(j)

68. [REDACTED]

69. **note** that if the Budget 20 bid is unsuccessful, or only partially successful, further negotiation may be required with Ngā Iwi o Taranaki and we may need to reconsider the proposals in this paper;



72. **authorise** an exemption from end-of-year performance reporting under section 15D(2)(b)(ii) under the Public Finance Act 1989, as this is not likely to be informative in light of the nature of this transaction;

Tax matters

73. **authorise** that the Minister for Treaty of Waitangi Negotiations, the Minister of Revenue and the Minister of Finance may explore income tax exemptions for the Joint Governance Entity and Post Agreement Governance Entity with the Minister of Finance and Minister of Revenue before initialling the Collective Redress Deed;

Overlapping interests

74. **note** there are no overlapping interests as all iwi with interests in Taranaki Maunga are taking part in the negotiations through Ngā Iwi o Taranaki;

Iwi governance

75. **note** that the Minister for Treaty of Waitangi Negotiations and the Minister of Māori Development intend to use the redress legislation to disestablish the Taranaki Māori Trust Board;
76. **note** the Post Agreement Governance Entity will take on statutory functions of the Taranaki Māori Trust Board that relate to Taranaki Maunga, which include appointing a representative on the Taranaki Whanganui Conservation Board and a right to be consulted when there is a proposal to remove land from the national park;

Conditions of the Collective Redress Deed

77. **note** the Collective Redress Deed will be conditional on:
- 77.1 ratification of the Collective Redress Deed by the Ngā Iwi o Taranaki claimant community; and
- 77.2 enactment of the collective redress legislation to implement certain aspects of the Collective Redress Deed;

Remaining national parks negotiations

78. **note** the redress will have precedential effect for future negotiations over Tongariro and Whanganui National Parks;

Stakeholder engagement and public consultation

79. **note** engagement to date with local and national stakeholders has been positive about the proposed arrangements and will continue up until the initialling of the Collective Redress Deed;

Human rights

80. **note** the proposals outlined in this paper are consistent with the New Zealand Bill of Rights Act 1990 and the Human Rights Act 1993;

Legislative Implications

81. **note** that:
- 81.1 legislation is required to implement aspects of the redress;
- 81.2 a draft Taranaki Maunga collective redress legislation will be attached to the Collective Redress Deed;

82. **note** once the Collective Redress Deed is signed, the Minister for Treaty of Waitangi Negotiations and Minister of Conservation will seek Cabinet approval to introduce the collective redress legislation to the House;

83. **note** that the collective redress legislation will:

83.1 repeal the Mount Egmont Vesting Act 1978;

83.2 amend the National Parks Act 1980, the Conservation Act 1987 and the Maori Trust Boards Act 1955;

Regulatory Impact Analysis

84. **note** that the regulatory proposals in this paper are exempt from the regulatory impact analysis requirements on the grounds that they implement deeds of settlement for Treaty of Waitangi claims;

Publicity

85. **note** the Office for Māori/Crown Relations – Te Arawhiti, the Department of Conservation and Ngā Iwi o Taranaki will jointly develop a communications strategy to ensure interested parties are informed of the content of the Collective Redress Deed at the time it is initialled;

Proactive Release

86. **agree** to defer the proactive release of this paper until after a Collective Redress Deed has been initialled with Ngā Iwi o Taranaki;

Delegation to act

87. **authorise** the Minister for Treaty of Waitangi Negotiations, in consultation with the Minister of Finance and the Minister of Conservation, to make any final decisions about the allocation of the Crown contribution components prior to initialling the Collective Redress Deed;

88. **authorise** the Minister for Treaty of Waitangi Negotiations and the Minister for Māori Development:

88.1 to consider the proposed Post Agreement Governance Entity and ensure it meets the Crown's requirements for transparency, accountability and suitability to receive and manage redress;

88.2 to consider whether the ratification results demonstrate sufficient support for the redress package from the claimant community;

89. **authorise** the Minister for Treaty of Waitangi Negotiations and Minister of Conservation:

89.1 to finalise or vary the redress consistent with the intent of Cabinet's decisions and with the agreement of relevant Ministers, prior to initialling the Collective Redress Deed; and

89.2 to sign, on behalf of the Crown, a Collective Redress Deed with Ngā Iwi o Taranaki, upon confirmation of the ratification results.

Authorised for lodgement

Hon Andrew Little
Minister for Treaty of Waitangi Negotiations

Hon Eugenie Sage
Minister of Conservation

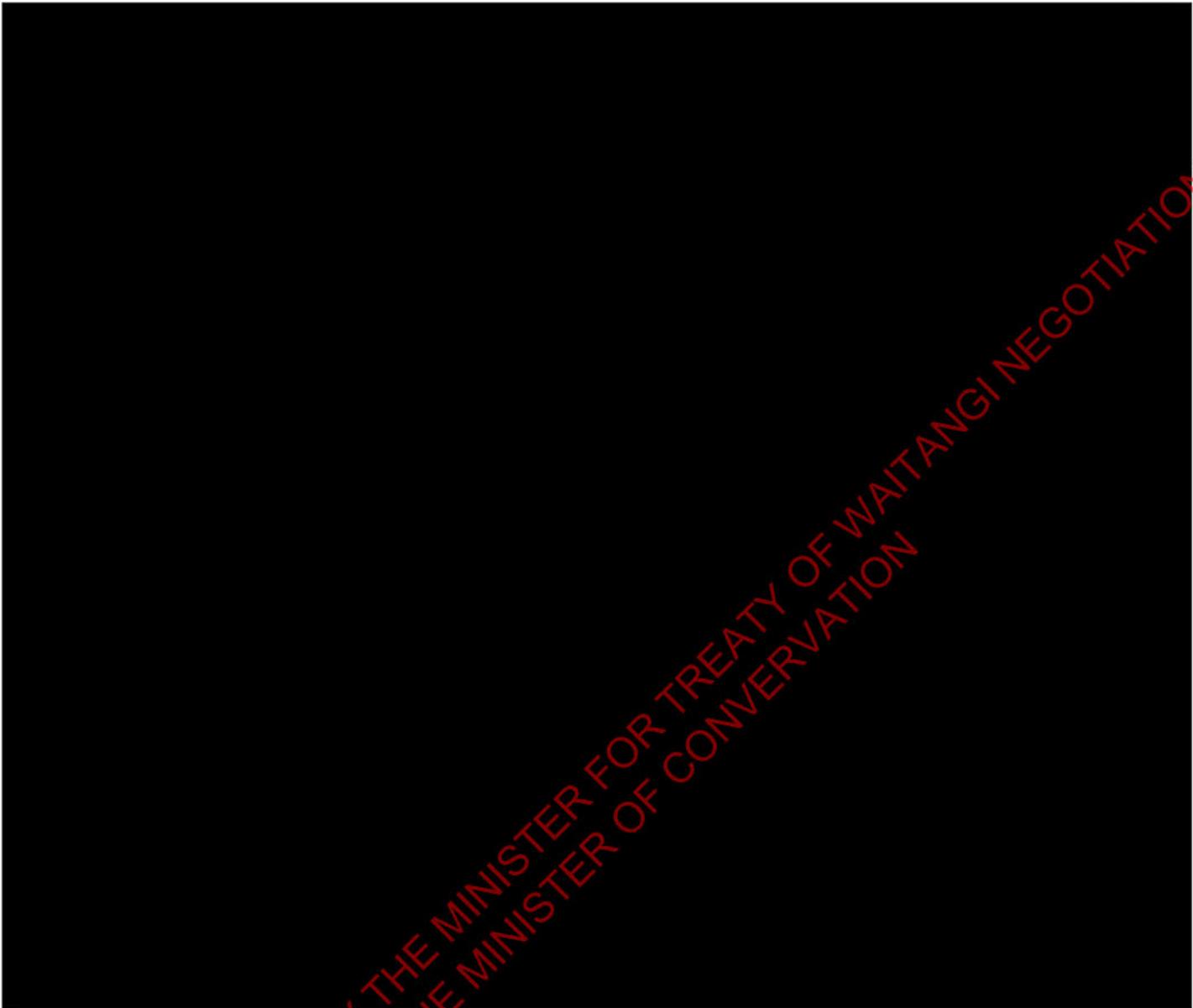
PROACTIVELY RELEASED BY THE MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS
AND THE MINISTER OF CONSERVATION

ANNEX 1: JOINT GOVERNANCE ENTITY ROLE IN DECISION-MAKING ON INTERESTS IN LAND

1. The Ministers of Treaty of Waitangi Negotiations and Conservation seek a Cabinet decision on how the Joint Governance Entity, Te Tōpuni Kōkōrangī, (which has four Crown appointed members and four iwi appointed members) should be involved in concession decision-making in the national park relating to interests in land.
2. Interests in land are a type of concession including leases, licences and easements. Interests in land may be utility structures (electricity, telecommunications and broadcasting), tourism activities such as ski-fields, accommodation facilities or grazing.
3. Currently the Minister of Conservation (or a delegate) is the sole decision maker for all concessions (commercial and other activity on public conservation land).
4. Nga Iwi o Taranaki (NIOT) are seeking a concurrent decision-making role for Te Tōpuni Kōkōrangī with respect to concessions involving interests in land to recognise Te Tōpuni Kōkōrangī's role as the voice of the legal personality.
5. For consideration by Cabinet Māori Crown Relations: Te Arawhiti Committee on 10 March 2020, two options were identified to provide Te Tōpuni Kōkōrangī with a role in concessions decision-making relating to interests in land.
6. Both options provide Te Tōpuni Kōkōrangī with a new status and increased role and recognition for the status of the legal personality. However, the central difference is between having legally recognised input into decisions; or having a concurrent decision-making role with the Minister of Conservation on concessions for interests in land.
7. Under both options, decisions would be made in accordance with Conservation and National Parks General Policy, the National Parks Act 1980, the redress legislation (including the status statement and Maunga Values) and the National Park Management Plan.

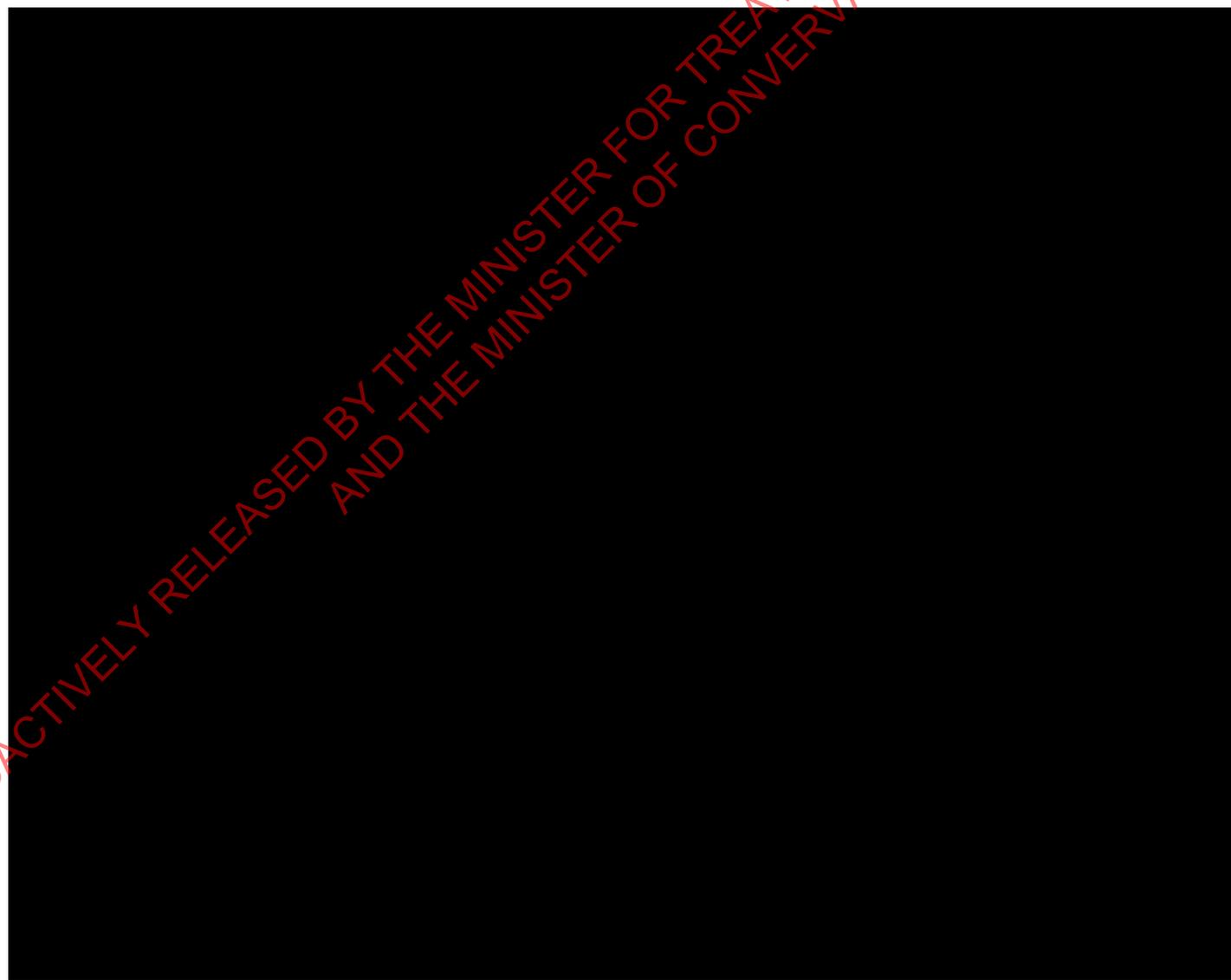
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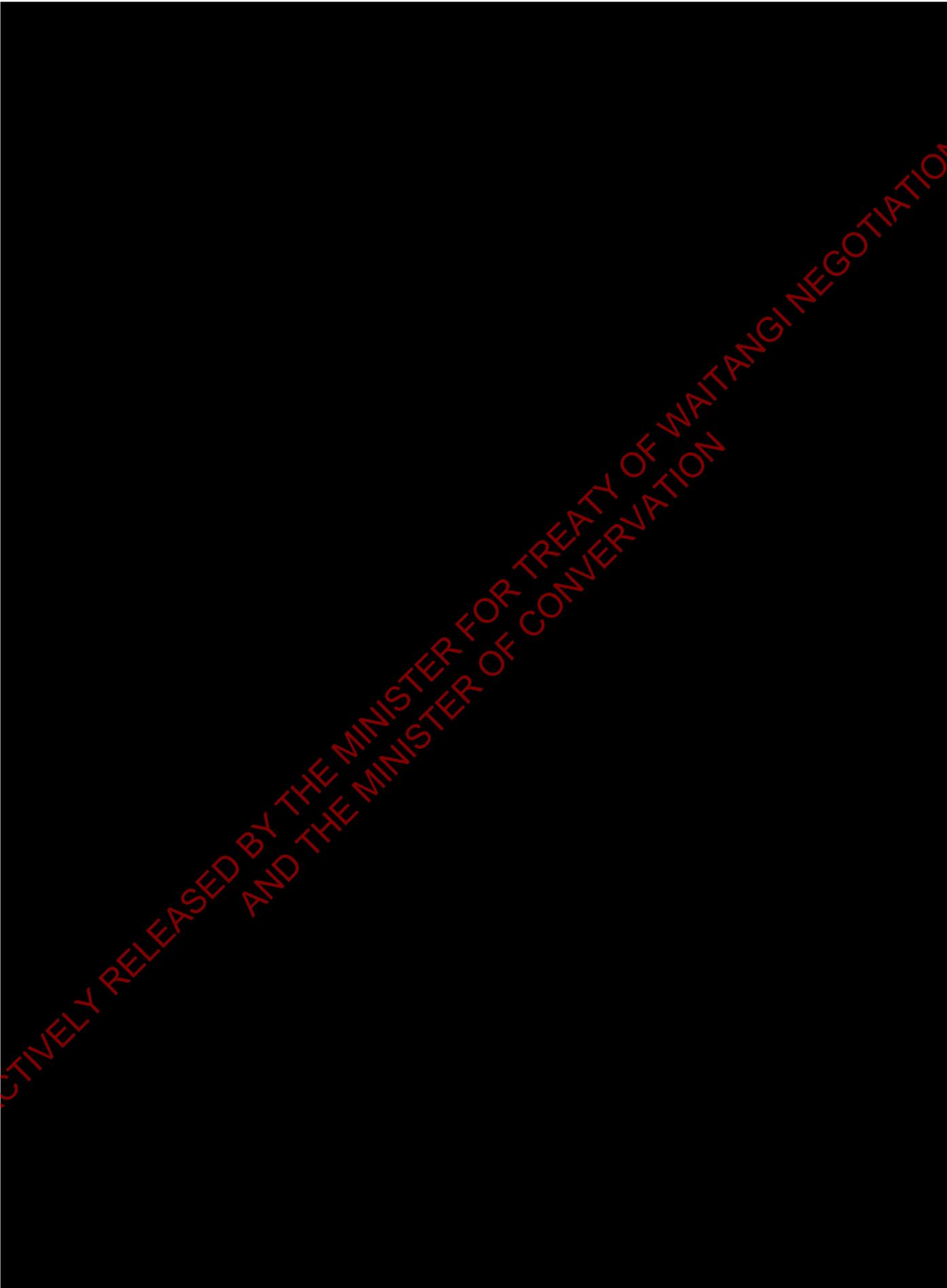


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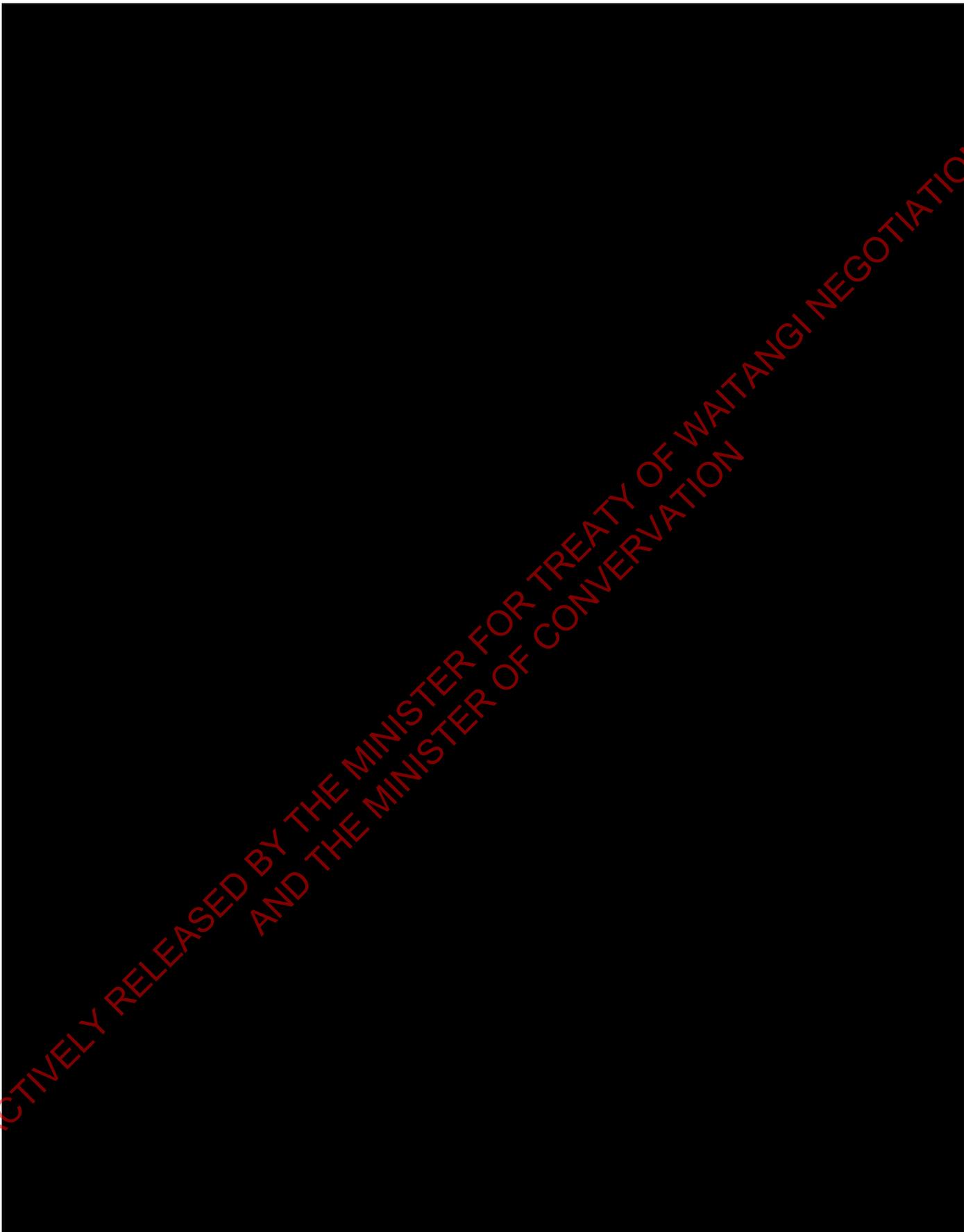


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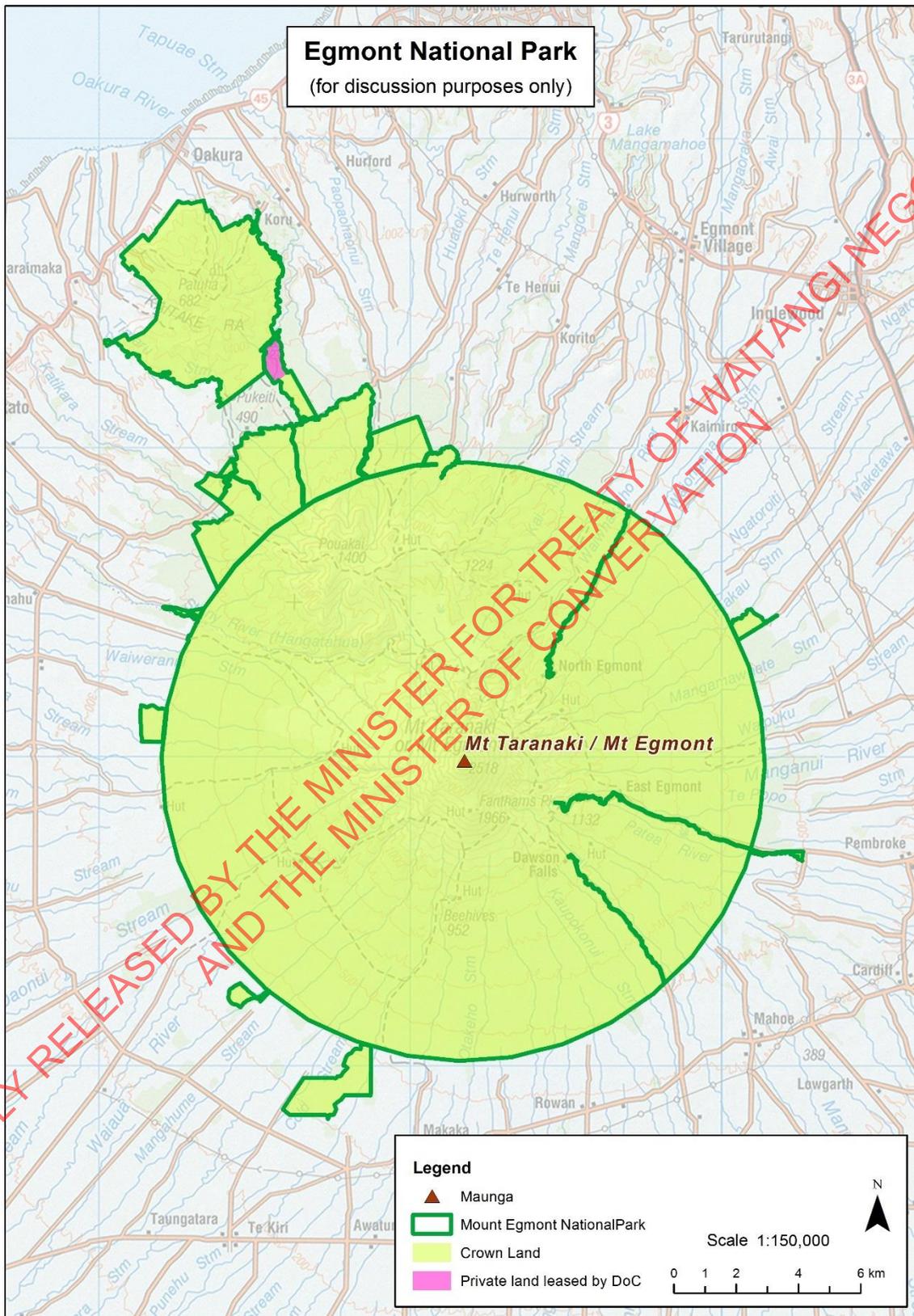
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⁶ There is an exception for marine reserves and conservation protected areas (but not concessions) where this is necessary for a protection purpose that is of national importance.



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APPENDIX ONE: Taranaki Maunga (Egmont National Park) boundaries



APPENDIX TWO: NGĀ MĀTĀPONO – MAUNGA VALUES AND STATUS STATEMENT

NGĀ MĀTĀPONO

1. Ko Te Kāhui Tupua, he rārangi maunga here ā-nuku, here ā-rangi

Te Kāhui Tupua, the mountain range binding heaven and earth

Te Kāhui Tupua is a living and indivisible whole incorporating all of its physical and metaphysical elements.

2. Ko Te Kāhui Tupua, koia ko ō mātou nei okiokinga, ko mātou nei tō rātou okiokitanga

Te Kāhui Tupua, our embodiment in life and in death

Te Kāhui Tupua represents and upholds the ancestral, historical, cultural and spiritual relationship between Ngā Iwi o Taranaki and their tūpuna maunga.

3. Ko Te Kāhui Tupua, ko te puna i heke mai ai te tangata

Te Kāhui Tupua, from which we descend and take our identity

Te Kāhui Tupua and its health and wellbeing are fundamental to the identity, tikanga, reo and health and wellbeing of Ngā Iwi o Taranaki.

4. Ko Tupua Kawa, ko Tawhito Kawa, he kawa ora

The ancestral knowledge, the ancient law, the law of existence

Te Kāhui Tupua is a source of spiritual, cultural and physical wellbeing for both:

- (a) the lands, waters, flora and fauna and other natural resources of Taranaki; and
- (b) the people of Taranaki

5. Ko Te Kāhui Tupua, he puna koropupū, he wai matara, hei mou ake nei i te tini mokopuna

Te Kāhui Tupua, a spring, a source of mountain streams, protected for future generations

Ngā Iwi of Taranaki and the Crown and all the communities of Taranaki have an intergenerational responsibility to actively protect the health and wellbeing of Te Kāhui Tupua.

STATUS STATEMENT

“Te Kāhui Tupua is an indivisible and living whole comprising the three tupuna Maunga, Taranaki, Pouākai and Kaitake, and all their peaks down to and including all the surrounding lands⁷ and incorporating all of their physical and metaphysical elements.”

⁷ “...the surrounding lands” will be defined in the deed and legislation as being those lands that part of Te Kāhui Tupua and are located in the Taranaki region, but will exclude marine and coastal area.

APPENDIX THREE: CULTURAL REDRESS

Table One: Joint Governance Entity establishment and membership

Joint Governance Entity Membership Provisions
Appointers
<ul style="list-style-type: none"> the Crown members appointed at the establishment of the Joint Governance Entity be appointed by the Minister of Conservation in consultation with Minister for Treaty of Waitangi Negotiations following the first appointment, the Minister of Conservation will appoint the Crown members of the Joint Governance Entity the chair of the Post Agreement Governance Entity will appoint the Ngā Iwi o Taranaki members of the Joint Governance Entity
Appointment criteria
<ul style="list-style-type: none"> the appointment criteria will be the same for all members of the Joint Governance Entity and will include the criterion in section 6P(2) of the Conservation Act 1987 the Crown will determine its own procedure for its appointments, which will be similar to the appointment process for Conservation Boards, including a call for public nominations the Post Agreement Governance Entity will determine its own procedure for its appointments appointers will seek and consider the views of the other appointer on their proposed appointees; and appointers must consider whether the proposed member has the mana, standing in the community, skills, knowledge, or experience to: <ul style="list-style-type: none"> participate effectively in the Joint Governance Entity contribute to achieving the purposes of the Joint Governance Entity
Declaration of appointees
<ul style="list-style-type: none"> members will make a declaration about how they will conduct themselves on the Joint Governance Entity including agreeing to act in a manner that achieves the purpose of the legal personality, applicable legislation, and for no other purpose
Personal liability
<ul style="list-style-type: none"> a member of the Joint Governance Entity who has acted in good faith in the course of their duties will not be personally liable for any act or default of the Joint Governance Entity or any other member of the Joint Governance Entity
Term of appointment
<ul style="list-style-type: none"> the term of each member will be for up to 3 years (with replacement appointments for the remainder of the term) the first term of all members will commence on the effective date of the collective redress legislation and will be for a full term there will be no limit on the number of times a person can be appointed as a member there will be no limit on the number of times a member can be appointed consecutively, but the appointers must discuss any proposal to appoint a person for a fourth (or more) consecutive term
Conflicts of interest
<ul style="list-style-type: none"> a member of the Joint Governance Entity is required to disclose any actual or potential conflict of interest to the Joint Governance Entity, who will maintain an interests register and take steps to manage any conflicts of interest if necessary to avoid doubt, the affiliation of a member of the Joint Governance Entity to an iwi or hapū with interests in the legal personality or the fact that a member of the Joint Governance Entity is also a member of the board of an iwi of Ngā Iwi o Taranaki, is not in and of itself an interest that must be disclosed or recorded;
Disqualification provisions
<ul style="list-style-type: none"> the following persons may not be appointed as a member of the Joint Governance Entity, or if they are already a member must be removed immediately by their appointer: <ul style="list-style-type: none"> a person with an undischarged bankrupt a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013 or under any other enactment

- a person who is subject to a property order under the Protection of Personal and Property Rights Act 1988
- a person in respect of whom a personal order has been made under the Protection of Personal and Property Rights Act 1988 that reflects adversely on that person's:
 - competence to manage his or her own affairs in relation to his or her property
 - capacity to make or to communicate decisions relating to any particular aspect or aspects of his or her personal care and welfare
 - a person who has been convicted of an offence punishable by imprisonment for a term of 2 years or more, or who has been sentenced to imprisonment for any other offence, unless that person has obtained a pardon, served the sentence, or otherwise suffered the penalty imposed on the person
- a member of Parliament
- a person who is disqualified under another Act
- a person employed by the Director-General under the State Sector Act 1988

Removal, resignation, vacancy

- the Post Agreement Governance Entity appointees may be removed at the sole discretion of the Post Agreement Governance Entity
- the Minister of Conservation may remove a Crown appointee if unable to perform their duties or for neglect of duty or misconduct
- where a member is removed, their appointer must give notice to the member, the Joint Governance Entity and the other appointer
- where a member resigns they must provide notice to the Joint Governance Entity and both appointers
- where there is an extraordinary vacancy the appointer must fill the vacancy in the manner in which the appointment was originally made
- a vacancy on the Joint Governance Entity will not invalidate the actions of the Joint Governance Entity in the interim between the vacancy being created and refilled
- where there is a vacancy, the replacement appointee will be appointed for the remainder of the previous member's term (rather than up to 3 years)

Chair and deputy chair

- the inaugural chair must be one of the members appointed by the Post Agreement Governance Entity
- the chair may vote on any matter but will not have a casting vote
- the Post Agreement Governance Entity will appoint the inaugural chair, and the Joint Governance Entity members will appoint subsequent chairs from all members
- the first chair will have a term of 3 years, subsequent chairs' term will be determined by the Joint Governance Entity
- the chair will not be required to meet quorum and there will be an ability for quorum to appoint an acting chair (from the Post Agreement Governance Entity members) for a hui if the chair and deputy chair are not present
- the Joint Governance Entity will have discretion to appoint a deputy chair who can carry out the functions of the chair in their absence

Table Two: Joint Governance Entity procedures

Decision-making provisions for the Joint Governance Entity	
Meeting frequency	
•	the Joint Governance Entity will determine how often it needs to meet to achieve its purpose and will review that schedule on a regular basis to ensure it is able to achieve its purpose and exercise its functions
Quorum	
•	a quorum requirement of 6 of the 8 members
•	no requirement for the chair (or deputy chair) to be in attendance to meet quorum
•	allow quorum to be reached through the use of technology in accordance with its procedures
Open and transparent governance	
•	the public can attend meetings (subject to standard ability to exclude public)
•	the Director-General will attend meetings unless excluded for part of a meeting

<ul style="list-style-type: none"> the Joint Governance Entity will be subject to the Official Information Act 1982, the Ombudsmen Act 1975 and similar provisions to that in Part 7 of the Local Government Official Information and Meeting Act 1987 that apply to a Conservation Board the Joint Governance Entity will provide an annual report to the appointers and the Minister of Conservation will table that report in Parliament
Decision-making
<ul style="list-style-type: none"> members will strive for consensus (absence of formally recorded dissent) if consensus is not possible a vote of 75% of members who are present is required
Committees
<ul style="list-style-type: none"> the Joint Governance Entity may also appoint committees at any time to undertake tasks
Administrative support
<ul style="list-style-type: none"> the Department of Conservation will provide the secretariat support function for the Joint Governance Entity, which includes: <ul style="list-style-type: none"> a role for the Post Agreement Governance Entity in the secretariat role definition and appointment process for the inaugural appointments Joint Governance Entity input into the appointment process for subsequent appointments a commitment to make reasonable endeavours to employ a local person for the Support Officer role, and acknowledge Ngā Iwi o Taranaki desire for locally-based staff, and a commitment to explore a secondment funded by the Post Agreement Governance Entity a commitment to explore opportunities for locally based staff to fulfil the Statutory Manager role there will be a commitment to review the secretariat role after the first 3 years (or later if agreed by the parties)

Table Three: Crown appointment process

Crown appointment to the Joint Governance Entity
Appointments made by the Minister of Conservation
<p>The Minister of Conservation will:</p> <ul style="list-style-type: none"> give public notice which will include following matters: <ul style="list-style-type: none"> that appointments to the Joint Governance Entity need to be made by a specified date the number of appointments to be made a request for nominations to be received within 28 working days of the notice give that public notice: <ul style="list-style-type: none"> at least twice in a daily newspaper circulating in the Taranaki region in such other manner and on such occasions as the Minister of Conservation considers appropriate; consult with the New Zealand Conservation Authority. <p>In the case of the first appointments following the commencement of the collective redress legislation, the Minister of Conservation must consult the Minister for Treaty of Waitangi Negotiations.</p> <p>The appointment of members by the Minister of Conservation:</p> <ul style="list-style-type: none"> must be made by notice published in the Gazette; and take effect from the date of notice in the Gazette, or such later date as may be specified in the notice; or in the case of first appointments following the commencement of the collective redress legislation, takes effect from the effective date for a term of three years. <p>The appointers must meet the costs of their respective appointment processes and any membership fees for their appointers.</p>

Table Four: Summary of decisions for land owner functions

Decision-making functions within the national park	
Interests in Land	
Adding and removing land to and from the national park	
<p>The Minister of Conservation can only make a decision or recommendation on the following matters on the joint recommendation of the New Zealand Conservation Authority and the Joint Governance Entity, after consultation with the Taranaki/Whanganui Conservation Board:</p> <ul style="list-style-type: none"> • adding land to the national park (s7 of the National Parks Act 1980 (NPA) refers) • removing land from the national park (s11 NPA refers) • acquiring land for addition to the national park (s9 NPA refers) • requests for the Director-General to investigate and report on proposals to add to the national park must be made jointly by the New Zealand Conservation Authority and the Joint Governance Entity (s8 of the National Parks Act 1980 refers). 	
Crown acquiring interests in other land for the national park (s9 NPA refers)	
<ul style="list-style-type: none"> • where any easement over private land is acquired, the Minister of Conservation's recommendation must be on recommendation of the New Zealand Conservation Authority after consultation with the Joint Governance Entity • where a lease or license interest in any land is acquired for addition to the national park, the Minister of Conservation's recommendation must be on joint recommendation of the New Zealand Conservation Authority and the Joint Governance Entity after consultation with the Taranaki/Whanganui Conservation Board • where land is being acquired for park purposes but not an addition to the national park, the Minister of Conservation's recommendation must be on recommendation of the New Zealand Conservation Authority after consultation with the Joint Governance Entity 	
Permissions for activities in the national park	
<ul style="list-style-type: none"> • the Minister of Conservation must consult with the Joint Governance Entity and must have regard to the views of the Joint Governance Entity before giving consent on a specific new road proposal in the national park in accordance with the national park management plan (s55 NPA refers) • the Minister of Conservation must consult the New Zealand Conservation Authority and must have regard to the view of the Joint Governance Entity when making specific decisions in relation to introduction of biological control organisms in the national park (s5A NPA refers) • the Minister of Conservation must consult with the Joint Governance Entity before deciding to introduce non-endemic aquatic species (s26ZM Conservation Act refers) 	
Sub-classifications of areas in the national park	
<ul style="list-style-type: none"> • the Minister of Conservation must consult with the Joint Governance Entity as well as the New Zealand Conservation Authority and the Taranaki/Whanganui Conservation Board before making recommendations to the Governor-General declaring or revoking a specially protected area in a national park (s12 NPA refers) 	
Operational level decisions	
<ul style="list-style-type: none"> • the Minister of Conservation retains final decision-making roles for operational and species related matters, in accordance with the Management Plan, in relation to: <ul style="list-style-type: none"> ○ declaring or revoking wilderness areas or amenity areas ○ consenting to the cutting, destroying, or taking any indigenous plant in a national park or disturbing, trapping, taking, hunting, or killing any indigenous animal in a national park ○ making bylaws 	

Table Five: Protecting the name of the legal personality

Protecting the name Te Kāhui Tupua
<ul style="list-style-type: none">• No person may, without the authorisation of the Joint Governance Entity, register (for example trademarks or company names) or the use in trade of the name 'Te Kāhui Tupua' or any similar name where the registration or use would likely mislead, deceive or confuse• The Joint Governance Entity must not unreasonably withhold its authorisation, if the proposed use is consistent with Ngā Mātāpono Tupua (the Maunga Values), and promotes the health and wellbeing of Te Kāhui Tupua• The Ngā Iwi o Taranaki claimant community would still be allowed to use the name 'Te Kāhui Tupua' without the authorisation of the Joint Governance Entity• The name 'Te Kāhui Tupua' could also be used by any person for charitable purposes without the authorisation of the Joint Governance Entity.• If the Joint Governance Entity considers that the name Te Kāhui Tupua is being used in a manner contrary to the maunga values or health and wellbeing of Te Kāhui Tupua, it may use any relevant statutory process to object to the use of the name, issue notice requesting cessation of the use of the name, or seek a court order to cease the relevant use of the name

Table Six: National park management plan development process

Development process for a draft national park management plan
<ul style="list-style-type: none">• the Joint Governance Entity and the Director-General of the Department of Conservation will meet before the preparation of the draft plan to outline priorities to be addressed in the plan, how these priorities should be addressed and how to engage with other parties prior to and during the preparation of the draft• process will be broadly consistent with section 47 of the NPA: Procedure for preparing and reviewing management plans• requires enhanced engagement with key named stakeholders (i.e. Post Agreement Governance Entity, iwi and hapū, New Zealand Conservation Authority, Taranaki/Whanganui Conservation Board and local authorities) prior to developing the draft plan• includes public notification, consultation and hearings process consistent with the existing approach• includes drafting undertaken by a lead planner provided by the Post Agreement Governance Entity alongside a lead planner provided by the Department (or other process as agreed between the parties)

Table Seven: National park management plan approval process

Approval process for a national park management plan
Steps for approving national park management plan
<ul style="list-style-type: none">• the Joint Governance Entity submits final draft plan (and summary of submissions) to Minister of Conservation and Post Agreement Governance Chair• the Minister of Conservation and Post Agreement Governance Chair may request the Joint Governance Entity to consider modifications to the plan• when the Minister of Conservation and Post Agreement Governance Chair are happy with the modified draft plan they refer the plan to New Zealand Conservation Authority for review• the Minister of Conservation and Post Agreement Governance Chair must recognise and provide for the views of New Zealand Conservation Authority before approving the plan

Table Eight: Operational management

Operational management in the national park
<ul style="list-style-type: none">• the Department of Conservation remains responsible for operational management of the national park• the Joint Governance Entity working with the Director-General, as part of the annual operational planning process, will discuss the Joint Governance Entity's Statement of Priorities along with those of the Department of Conservation• the Director-General will report annually to the Joint Governance Entity on implementation of management plan and the extent to which the Joint Governance Entity's Statement of Priorities have been reflected in operations• the Post Agreement Governance Entity and Director-General discussing during the operational planning process priorities for activities, mutual projects, opportunities for Ngā Iwi o Taranaki participation in operational management activities, including how to grow Ngā Iwi o Taranaki capacity and capability• the Director-General notifying the Post Agreement Governance Entity when contracting opportunities arise, where the Post Agreement Governance Entity has identified those types of opportunities as being of interest• the Department of Conservation retaining overall discretion as to how much the Crown expends for management of the national park

Table Nine: Concessions decision-making

Concessions decision-making in the national park
<p>The Minister of Conservation retains the concession decision-making role under the National Parks Act and Part 3B of the Conservation Act, subject to a decision-making framework that incorporates the following components:</p> <ul style="list-style-type: none">• the Director-General and Ngā Iwi o Taranaki agreeing categories of concessions to be notified to Ngā Iwi o Taranaki, timeframes for responses and any modifications to the process• a notification and iterative feedback process between Ngā Iwi o Taranaki and the Director-General to establish the nature and degree of Ngā Iwi o Taranaki interests and views• a decision-making process that considers the views of Ngā Iwi o Taranaki, and is consistent with relevant conservation legislation, the redress legislation (including the Maunga Values) and management plan• the decision maker recording the reasons for the decision and providing a record of that to Ngā Iwi o Taranaki.

Table Ten: Minerals redress

Mining and minerals redress
<ul style="list-style-type: none">• Ngā Iwi o Taranaki fossicking rights to minerals vested in the legal personality subject to a cultural materials plan agreed by the Department of Conservation and the iwi Post Agreement Governance Entity• No permits may be issued over the Egmont National Park, there is no ability to authorise mining related activity. We do not seek any changes to this current framework. These protections will continue to apply when the vested minerals and materials are no longer in Crown ownership and have vested in the legal personality.• if the current prohibition against issuing permits under the Crown Minerals Act 1991 in the park changed to allow the granting of permits, the Joint Governance Entity to have a joint decision-making role alongside the Minister of Conservation in decisions about access to the national park for mining-related activities (for both vested and Crown minerals). play The Minister for Energy and Resources' decision-making role in access arrangements will remain unchanged.• if the current prohibition against issuing permits under the Crown Minerals Act 1991 in the park changed, a requirement for Joint Governance Entity's consent (in place of the Minister of Energy

and Resources) to carry out activities equivalent to prospecting, exploration or mining under a permit issued under the Crown Minerals Act 1991 of any minerals vested in the legal person.

- A Crown minerals protocol (issued by the Minister of Energy and Resources) that includes a non-standard clause requiring the Joint Governance Entity to be consulted on any policy or legislative development or review that could affect the level of protection applied or relating to the administration of minerals which may affect its interests related to minerals in the national park.

Table Eleven: Geographic name changes

Crown Protected Area name change approved by the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation	
Existing name	Proposed name
Egmont National Park	Te Papa-Kura-o-Taranaki
Geographic place name changes approved by NZGB	
Existing name	Proposed name
The Dome	Te Umu-o-Taomanawa
Warwick Castle	Te Tāhuna-o-Tūtawa
Mount Taranaki or Mount Egmont	Taranaki Maunga
Pouakai	Pouākai
Pouakai Range	Pouākai Range
Patuha	Patuhā
Patuha Pa	Patuhā Pa
Kaitake Peak	Kaitake
Kaitake Range	Kaitake Range
Te Hēnui Stream	Te Hēnui Stream
Karaka Tonga Stream	Karakatonga Stream
Ahukawakawa (sphagnum moss swamp)	Ahukawakawa
Kokowai Stream	Kokōwai Stream
Oakura River	Oākuramatapū River
Stony River (Hangatahua)	Hangatahua River
Warea River (Teikaparua)	Te Ikapārua River
Geographic place name changes approved by Minister for Treaty of Waitangi Negotiations	
Existing name	Proposed name
Lake Dive	Mangōraukawa / Lake Dive
Bells Falls	Te Rere-o-Tahurangi Falls
Fanthams Peak	Panitahi

Table Twelve: Iwi access to facilities

Ngā Iwi o Taranaki access to facilities on Taranaki Maunga
Proposal for inclusion in the Collective Redress Deed
<ul style="list-style-type: none"> • a maximum of 16 free nights per annum for exclusive use by Ngā Iwi o Taranaki of bookable Crown-owned facilities • the Post Agreement Governance Entity being offered through the Collective Redress Deed the first right to acquire the Department of Conservation administered buildings (not the land) when they are in a safe location and are otherwise surplus to requirements • a commitment in the Department of Conservation/Post Agreement Governance Entity relationship agreement to explore co-design of existing facilities identified in the national park management plan as requiring upgrades or replacements where the Post Agreement Governance Entity has indicated an interest in purpose-built facilities for cultural (non-commercial) use • the Department of Conservation commitment to first discuss with the Post Agreement Governance Entity the potential use of such sites or surplus sites for a new facility for cultural (non-commercial) use identified in the national park management plan

Table Thirteen: Taonga tūturu

Taonga tūturu redress
<ul style="list-style-type: none">• The legal personality will be:<ul style="list-style-type: none">○ deemed to be a registered collector of taonga tūturu under section 14 of the Protected Objects Act 1975;○ provided a right of interim custodianship over taonga tūturu found in the national park until ownership is determined; and○ deemed to have made a claim of ownership for any taonga tūturu found in the national park.• The Collective Redress Deed will record the process whereby the legal personality is provided a right of interim custodianship over taonga tūturu found in the national park until ownership is determined, subject to any obligations and duties contained in the Protected Objects Act 1975, including:<ul style="list-style-type: none">○ the chief executive of the Ministry for Culture and Heritage will consider if alternative custody for taonga tūturu is appropriate in certain circumstances (for example, where conservation treatment is required).• The Collective Redress Deed will record the process whereby the legal personality is automatically treated by the Ministry for Culture and Heritage as having made a claim of ownership of newly found taonga tūturu in the national park.• The statutory process for notification of newly found taonga tūturu and determining ownership through the Māori Land Court under the Protected Objects Act 1975 will remain, which enables others to make claims for ownership should they choose.• The Joint Governance Entity, on behalf of the legal personality will be notified by the Ministry for Culture and Heritage of any other claim of ownership the Ministry for Culture and Heritage receives, and the Joint Governance Entity can revoke a claim made on its behalf at any time.• The Minister of Conservation will retain the approval role for removing taonga tūturu from the national park in accordance with the National Parks Act 1980.• The Māori Land Court jurisdiction will not otherwise be affected.

PROACTIVELY RELEASED BY THE MINISTER FOR TREASURY AND FINANCE AND THE MINISTER OF CONSERVATION AND NATURAL RESOURCES

APPENDIX FOUR: CULTURAL REDRESS – RELATIONSHIPS

Table One: Joint Governance Entity (Te Tōpuni Kōkōrangī)

Relationship redress for the Joint Governance Entity
Director-General and Minister of Conservation
<p>The Collective Redress Deed will provide a commitment from the Director-General and the Minister of Conservation to enter into a relationship with the Joint Governance Entity that covers matters such as, but not limited to:</p> <ul style="list-style-type: none"> • agreement to consult over major accommodation and related facilities for public and departmental use • process to develop bylaws in consultation with the Joint Governance Entity • key expected functions of the Secretariat and process to agree the level of service • process to enable the Joint Governance Entity to escalate concerns with the performance of the Director-General/the Department of Conservation (resulting from functions akin to s30(1)(f) National Parks Act) directly to the Minister of Conservation • commitment for early engagement (pre-notification stage) and again prior to the draft Conservation Management Strategy being referred to Minister of Conservation for comment • process for business planning discussions, development of statement of priorities, and reporting/monitoring of progress against the business plan and the national park management plan more generally • process for excluding the Director-General/Department of Conservation from meetings when discussing certain issues.

Table Two: Post Agreement Governance Entity

Relationship redress for the Post Agreement Governance Entity
Director-General and Minister of Conservation
<p>The Collective Redress Deed will provide for a commitment for the Director-General and the Minister of Conservation to enter into a relationship agreement with the Post Agreement Governance Entity, that covers matters such as, but not limited to, the following:</p> <ul style="list-style-type: none"> • engagement with the Post Agreement Governance Entity on release of biological control organisms within the national park • additional processes to ensure tikanga (and other appropriate measures) are in place for the permitting process • engagement with the Post Agreement Governance Entity on translocation, species protection and scientific research decisions • annual discussion on setting aside dates in the public booking system for Ngā Iwi o Taranaki • agree categories of concessions decisions for notification and operationalising the decision-making framework • ongoing annual discussion with the Director-General on business planning, priorities and opportunities for iwi involvement, notification of contracting opportunities • development of a cultural materials plan • nomination and coordination of planning team for the national park management plan development • decisions relating to adding, acquiring and removing land from the national park.



Cabinet Māori Crown Relations - Te Arawhiti Committee

Minute of Decision

This document contains information for the New Zealand Cabinet. It must be treated in confidence and handled in accordance with any security classification, or other endorsement. The information can only be released, including under the Official Information Act 1982, by persons with the appropriate authority.

Taranaki Maunga: Collective Redress Deed

Portfolio Treaty of Waitangi Negotiations / Conservation

On 10 March 2020, the Cabinet Māori Crown Relations - Te Arawhiti Committee:

- 1 **noted** the contents of the paper under MCR-20-SUB-0010;
- 2 **invited** the Minister for Treaty of Waitangi Negotiations and Minister of Conservation to submit a paper, revised in light of discussion at the meeting, to the Cabinet Economic Development Committee on 18 March 2020.

Rachel Clarke
Committee Secretary

Present:

Rt Hon Winston Peters
Hon Grant Robertson
Hon Andrew Little
Hon David Parker
Hon Nanaia Mahuta (Chair)
Hon Stuart Nash
Hon Willie Jackson
Hon Eugenie Sage

Officials present from:

Office of the Prime Minister
Officials Committee for MCR

Hard-copy distribution:

Minister for Treaty of Waitangi Negotiations
Minister of Conservation



Cabinet Economic Development Committee

Minute of Decision

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Taranaki Maunga: Collective Redress Deed

Portfolio Treaty of Waitangi Negotiations, Conservation

On 18 March 2020, the Cabinet Economic Development Committee:

Background

- 1 **noted** that Ngā Iwi o Taranaki, the eight iwi with interests in Taranaki Maunga, are collectively negotiating Treaty redress over Egmont National Park;
- 2 **noted** that in December 2017, the Cabinet Business Committee authorised a Crown to form the basis of the Record of Understanding (a non-binding, public agreement) between the Crown and Ngā Iwi o Taranaki [CBC-17-MIN-0054];
- 3 **noted** the Record of Understanding included the following agreements in principle on redress:
 - 3.1 the repeal of the Mount Egmont Vesting Act 1978;
 - 3.2 the declaration of a legal personality for Taranaki Maunga;
 - 3.3 the vesting of all available Crown-owned land in Taranaki Maunga in that legal personality;
 - 3.4 the establishment of a 50/50 Crown/Iwi Joint Governance Entity with functions akin to a conservation board to be the human face of, and act in the name of, the legal personality for Taranaki Maunga;
 - 3.5 an official change of the name for the national park and other geographical features within Taranaki Maunga;
 - 3.6 statements of association for Ngā Iwi o Taranaki in relation to Ngā Maunga;
 - 3.7 the development of a set of Maunga Values;
 - 3.8 the ongoing application of the National Parks Act 1980, subject to agreed amendments;
 - 3.9 an agreed account of the historical relationship between Ngā Iwi o Taranaki and the Crown as it relates to Ngā Maunga;

- 3.10 the Crown's acknowledgment of its acts and omissions, as they relate to Ngā Maunga, which have breached the Treaty of Waitangi/Te Tiriti o Waitangi and its principles, and caused prejudice to Ngā Iwi o Taranaki; and
- 3.11 a Crown apology for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi and its principles;
- 4 **noted** the Record of Understanding identified the following as outstanding matters for further discussion:
- 4.1 the overall purpose and governance functions of the Joint Governance Entity;
- 4.2 the aspirations of Ngā Iwi o Taranaki for a holistic whole of Maunga approach, beyond being focused solely on conservation management within the boundaries of the national park under the National Parks Act 1980;
- 4.3 the process for developing a national park management plan for Taranaki Maunga, including the role of the New Zealand Conservation Authority as the approver of the plan;
- 4.4 the role of Ngā Iwi o Taranaki in management, concessions and operations decision making and operations delivery;
- 4.5 the nature and extent of resourcing to be provided as a Crown contribution, to support the implementation of the arrangements; and
- 4.6 relationship agreements and other standard redress as agreed by the Crown and Ngā Iwi o Taranaki.

Cultural redress

Land to be vested in the legal personality

- 5 **noted** that two parcels of land within Egmont National Park, which were gifted to the Crown, are to be included in the vesting in the legal personality;

Maunga values and status statement

- 6 **noted** that the status statement and Maunga Values have been agreed with Ngā Iwi o Taranaki, as outlined in Appendix 2 of the paper under DEV-20-SUB-0054, and will be included in the Collective Redress Deed subject to minor editorial amendments;
- 7 **agreed** for the Maunga Values and status statement to have the same effect as a general purpose under s4(1) of the National Parks Act 1980 for which the national park must be administered and maintained;

Effect of the legal personality outside the national park

- 8 **noted** that the legal personality extends beyond the boundaries of the national park reflecting Ngā Iwi o Taranaki's cultural view of Taranaki Maunga as their ancestor, and influence how decision-makers and the public approach the Maunga and their relationship with it;

- 9 **agreed** to the following mechanisms being included in the Collective Redress Deed that clarify the effect of the legal personality outside the national park:
- 9.1 non-derogation clauses clarifying that despite the legal personality extending outside of the national park boundary, matters such as private property rights and the application of other legislation will not be affected;
 - 9.2 clarification that the non-derogation clauses are not intended to remove or restrict the existing rights of Ngā Iwi o Taranaki, individual iwi and hapū in statutory processes, nor to prevent them framing their association with the Maunga by referring to the legal personality and other elements of the redress arrangements;

Governance arrangements for Taranaki Maunga

- 10 **agreed** that the Joint Governance Entity have the following functions:
- 10.1 form relationships with iwi and hapū, and agencies and other bodies with functions that impact on the legal personality;
 - 10.2 develop and recommend for approval the national park management plan;
 - 10.3 advise the New Zealand Conservation Authority or the Director-General of Conservation (as appropriate) on matters relating to the national park, including:
 - 10.3.1 to review and report on the effectiveness of the implementation of general policy for national parks within the national park;
 - 10.3.2 on the interpretation of the national park management plan;
 - 10.3.3 on any other matter relating to the national park;
 - 10.4 exercise any other relevant functions in accordance with the collective redress legislation;
- 11 **agreed** that the Joint Governance Entity have full capacity and all the powers reasonably necessary to achieve its purpose and exercise its functions;
- 12 **agreed** to the following membership provisions for the Joint Governance Entity:
- 12.1 the inaugural four Crown members are to be appointed by the Minister of Conservation, after consultation with the Minister for Treaty of Waitangi Negotiations, with the Minister of Conservation appointing the four Crown members for subsequent terms;
 - 12.2 the chair of the Post Agreement Governance Entity will appoint the four Ngā Iwi o Taranaki members in accordance with its own procedure;
 - 12.3 the inaugural chair of the Joint Governance Entity will be appointed by the chair of the Post Agreement Governance Entity from the Ngā Iwi o Taranaki members;
 - 12.4 subsequent chairs of the Joint Governance Entity will be appointed by Te Tōpuni Kōkōrangi from all its members;
 - 12.5 each appointer will meet their own costs for the appointment process and any member's fees;

- 12.6 the appointment criteria for all members of the Joint Governance Entity will include the criteria for appointment of conservation board members under s6P of the Conservation Act 1987, mana/standing;
- 12.7 the Crown procedure for its appointments will be similar to the appointment process for conservation boards, including a call for public nominations;
- 12.8 the Post Agreement Governance Entity appointees may be removed at the sole discretion of the Post Agreement Governance Entity;
- 12.9 the Minister of Conservation may remove a Crown appointee for reasons of neglect of duty, inability to perform or misconduct;
- 12.10 the term of each member will be for up to 3 years (with replacement appointments for the remainder of the term); and
- 12.11 there will be no consecutive term limits prescribed for members of the Joint Governance Entity, with a requirement the Minister of Conservation and Post Agreement Governance Entity Chair will discuss any proposal for an appointee to serve a fourth (or more) consecutive term;
- 13 **agreed** to the following provisions for the Joint Governance Entity's meetings and decision-making:
- 13.1 a quorum requirement of 6 of the 8 members;
- 13.2 the Joint Governance Entity must strive to make decisions by consensus;
- 13.3 if in the view of the chair, after reasonable discussion, it is not practicable to reach consensus a decision may be made by vote with the support of a minimum of 75% of those members present and voting at a meeting;
- 13.4 the Joint Governance Entity may also appoint committees at any time to undertake tasks;
- 13.5 conflicts of interest provisions including:
- 13.5.1 members to declare to act in the best interests of the legal personality (not their appointers);
- 13.5.2 decision making required to be consistent with the collective redress legislation including the Maunga Values and the National Parks Act 1980;
- 13.5.3 a conflict of interest policy and conflict of interest provisions set out in legislation, and where a conflict is identified that member may need to be recused from the decision;
- 13.6 the Director-General of Conservation, or delegate, may attend meetings with a right to speak and participate on matters relating to the Department of Conservation's or Minister of Conservation's statutory functions relating to the national park (subject to an ability to be excluded from part of a meeting only);
- 13.7 the Joint Governance Entity will be subject to the Official Information Act 1982, the Ombudsmen Act 1975 and similar provisions to that in Part 7 of the Local Government Official Information and Meeting Act 1987 that apply to a conservation board;

13.8 the Joint Governance Entity will be required to provide an annual report to the appointers which would be tabled in Parliament by the Minister of Conservation;

14 **agreed** that the Department of Conservation will provide the secretariat support function for the Joint Governance Entity, with a commitment to review the secretariat role after the first 3 years (or later if agreed by the parties);

15 **agreed** that the Joint Governance Entity be treated as a conservation board for the purposes of s57 of the Conservation Act 1987, allowing the Minister of Conservation to delegate other functions relating to the national park to the Joint Governance Entity as if it were a Conservation Board subject to the same restrictions in s57, including the exception of Part 5A of the Conservation Act 1987;

Liabilities

16 **agreed** that liabilities associated with land ownership and management continue to be carried by the Crown;

17 **agreed** to exclude personal legal liabilities for members of the Joint Governance Entity for their decisions provided these decisions are lawful, in accordance with their statutory mandate, and made in good faith;

Asset holding function

18 **agreed** to assets being able to be held by the Post Agreement Governance Entity in the name of the legal personality;

19 **agreed** that asset governance and management would be undertaken by the Post Agreement Governance Entity;

20 **agreed** to the following parameters around asset use:

20.1 the Joint Governance Entity is to develop an asset holding policy, which is provided to the Minister of Conservation and the iwi governance entity for comment;

20.2 all assets must be acquired, held and expended consistently with the asset holding policy and purposes of the redress legislation (including Maunga Values);

21 **noted** that neither the Joint Governance Entity or the Crown will attract liability or accountability arising from managing or expending the assets;

Joint Governance Entity role in National Park-related functions

22 **agreed** that the Minister of Conservation can only make a decision or recommendation on the following matters on the joint recommendation of the New Zealand Conservation Authority and the Joint Governance Entity, after consultation with the Taranaki/Whanganui Conservation Board:

22.1 adding land to the national park;

22.2 removing land from the national park (subject to the requirement for an Act of Parliament);

22.3 acquiring land for addition to the national park;

- 23 **agreed** that requests for the Director-General of Conservation to investigate and report on proposals to add to the national park must be made jointly by the New Zealand Conservation Authority and the Joint Governance Entity;
- 24 **agreed** that the Minister of Conservation can only make a decision on the following matters under the National Parks Act on the recommendation of the New Zealand Conservation Authority after consultation with the Joint Governance Entity and Taranaki/Whanganui Conservation Board:
- 24.1 where land is being acquired for park purposes but not an addition to the national park; or
- 24.2 where any easement over private land is acquired;
- 25 **agreed** that where a lease or license interest in any land is acquired for park management purposes, the Minister of Conservation's recommendation must be on the joint recommendation of the New Zealand Conservation Authority and the Joint Governance Entity after consultation with the Taranaki/Whanganui Conservation Board;
- 26 **agreed** that the Minister of Conservation must consult with the Joint Governance Entity and must have regard to the views of the Joint Governance Entity before giving consent on a specific new road proposal in the national park;
- 27 **agreed** that the Minister of Conservation must consult the New Zealand Conservation Authority and must have regard to the view of the Joint Governance Entity when making specific decisions in relation to introduction of biological control organisms in the national park;
- 28 **agreed** that the Minister of Conservation must consult with the Joint Governance Entity before deciding to introduce non-endemic aquatic species;
- 29 **agreed** that the Minister of Conservation must consult with the Joint Governance Entity as well as the New Zealand Conservation Authority and the Taranaki/Whanganui Conservation Board before making recommendations to the Governor-General declaring or revoking a specially protected area in the national park;

Joint Governance Entity role in decisions-making on interests in land

- 30 **noted** that the aspirations of Ngā Iwi o Taranaki for the Joint Governance Entity to have a joint decision-making role alongside the Minister of Conservation for concession and authorisation applications involving interests in land to recognise the Joint Governance Entity's role as the voice of the legal personality;
- 31 **agreed** that, as an interim measure, the following process apply for all concession or authorisation applications regarding interests in land submitted after effective date:
- 31.1 the Minister of Conservation (or his/her delegate) and the Joint Governance Entity may jointly grant or decline a concession;
- 31.2 before reaching a decision, both parties:
- 31.2.1 receive the same advice from the Department of Conservation (excluding legal advice);
- 31.2.2 if they seek additional advice from a third party, that advice will be shared with the other decision maker;

- 31.2.3 make preliminary decisions;
- 31.2.4 if decisions align, the decision is finalised and the application is granted or declined;
- 31.2.5 if decisions are different, both parties may discuss in an attempt to reach agreement; and
- 31.2.6 if no agreement is reached, the application is declined;

█ [REDACTED] s9(2)(f)(iv)

█ [REDACTED]

34 **noted** that the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation will receive further advice on rights of renewal before the initialling of the collective redress deed;

35 **agreed** that the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation can amend the interim process in paragraph 31 above, if required, within the delegations from Cabinet;

36 **noted** that: s9(2)(f)(iv)

36.1 [REDACTED]

█ [REDACTED]

37 **noted** that the Department of Conservation and Ngā Iwi o Taranaki could engage with concessionaires before effective date on the new process to address any confusion about the change in process;

38 **agreed** that the interim process in paragraph 31 above is subject to review by the Minister or Conservation and the Joint Governance Entity, in consultation with the iwi Post Agreement Governance Entity, initiated within 5 years of the collective redress legislation effective date;

39 **noted** that any amendments to the collective redress legislation to give effect to the outcome of the review will require approval of the iwi Post Agreement Governance Entity; s9(2)(f)(iv)

40 [REDACTED]

41 **noted** that conflicts of interest of the Joint Governance Entity regarding interest in land decision making will managed by the decision-making provisions for the Joint Governance Entity;

PROACTIVELY RELEASED BY THE MINISTER FOR TREATY OF WAITANGI NEGOTIATIONS AND THE MINISTER OF CONSERVATION

Protecting the name of the legal personality

- 42 **agreed** to provide protections against the registration or use in trade of the name ‘Te Kāhui Tupua’, and any similar name that would likely mislead, confuse or deceive, without authorisation of the Joint Governance Entity;

Development and approval of the National Park Management Plan

- 43 **agreed** that the national park management plan development process for the national park:
- 43.1 be broadly consistent with the public notification and consultation processes in section 47 of the National Parks Act 1980;
 - 43.2 requires early engagement with key stakeholders prior to developing the draft national park management plan; and
 - 43.3 includes drafting undertaken by a lead planner provided by the Post Agreement Governance Entity alongside a lead planner provided by the Department of Conservation;
- 44 **agreed** that the national park management plan approval process be comprised of the following steps:
- 44.1 the Joint Governance Entity submits a final draft plan to the Minister of Conservation and the Post Agreement Governance Entity chair;
 - 44.2 the Minister of Conservation and the Post Agreement Governance Entity chair may request the Joint Governance Entity to consider modifications to the draft plan;
 - 44.3 when the Minister of Conservation and the Post Agreement Governance Entity chair are happy with the modified draft plan they refer the plan to the New Zealand Conservation Authority for a formal review;
 - 44.4 the Minister of Conservation and the Post Agreement Governance Entity chair must recognise and provide for the views of the New Zealand Conservation Authority before approving the plan;

Conservation Management Strategy

- 45 **agreed** that the Joint Governance Entity has a role in developing the national park Place section in the Conservation Management Strategy which includes:
- 45.1 amending s17F(a) of the Conservation Act 1987 to require the Joint Governance Entity is formally notified of the proposed national park Place section in a draft Conservation Management Strategy;
 - 45.2 an undertaking by the Director-General of Conservation to engage with the Joint Governance Entity at the pre-notification stage of preparing the draft Conservation Management Strategy with respect to the national park;
 - 45.3 the New Zealand Conservation Authority consulting with the Joint Governance Entity if submissions are received on the Place;

Management and operations in the national park

- 46 **agreed** that the Department of Conservation retain primary responsibility for the national park operational management with the following additional mechanisms:
- 46.1 the Joint Governance Entity is to work with the Director-General of Conservation, as part of the annual operational management planning process, including discussing the Joint Governance Entity's Statement of Priorities along with those of the Department of Conservation;
 - 46.2 the Director-General of Conservation will report annually to the Joint Governance Entity on implementation of the management plan and the extent to which the Joint Governance Entity's Statement of Priorities have been reflected in operations;
 - 46.3 the Post Agreement Governance Entity and Director-General of Conservation to discuss through the operational management planning process, the priorities for activities, mutual projects, opportunities for Ngā Iwi o Taranaki participation in operational management activities;
 - 46.4 the Director-General of Conservation is to notify the Post Agreement Governance Entity when contracting opportunities arise, where the Post Agreement Governance Entity has identified those types of opportunities as being of interest;
 - 46.5 the Department of Conservation is to retain overall discretion as to how much the Crown expends for management of the national park;
- 47 **agreed** that the Minister of Conservation retain the concession decision-making role under the National Parks Act 1980 and Part 3B of the Conservation Act 1987, subject to a decision making framework that incorporates:
- 47.1 the Director-General of Conservation and Ngā Iwi o Taranaki agreeing categories of concessions to be notified to Ngā Iwi o Taranaki, timeframes for responses and any modifications to the process;
 - 47.2 a notification and iterative feedback process between Ngā Iwi o Taranaki and the Director-General of Conservation to establish the nature and degree of Ngā Iwi o Taranaki interests and views;
 - 47.3 a decision-making process that considers the views of Ngā Iwi o Taranaki, and is consistent with relevant conservation legislation, the collective redress legislation (including the Maunga Values) and the national park management plan; and
 - 47.4 the decision-maker recording the reasons for the decision and providing a record of that to Ngā Iwi o Taranaki;
- 48 **agreed** that concession revenue earned from activities in the park will be required to be accounted for as Crown Revenue and spent only within and for the benefit of the national park;

Disapplying Tourist and Health Resorts legislation

- 49 **agreed** to disapply Section 10(2) of the National Parks Act 1980 in relation to the administration of certain land under the Tourist and Health Resorts Control Act 1908;

Cultural Materials Plan

- 50 **agreed** that the redress legislation enabling the Post Agreement Governance Entity and individual iwi Post Settlement Governance Entities issue authorisations for the taking of cultural materials pursuant to a cultural materials plan;
- 51 **agreed** to provide a process for the iwi governance entity and the Department of Conservation to develop a cultural materials plan that will provide parameters for the taking of five cultural minerals (set out in paragraph 54.1 below) and flora material from the national park, and the possession of protected fauna found dead within the national park;

Relationship redress

- 52 **agreed** that the Director-General of Conservation and the Minister of Conservation enter into a relationship with the Joint Governance Entity that covers a range of matters vital for implementing the redress package;
- 53 **agreed** that the Post Agreement Governance Entity enter relationship agreements with:
- 53.1 the Director-General of Conservation and the Minister of Conservation that covers a range of matters critical to implementing the redress package;
- 53.2 the Ministry for Business, Innovation and Employment;

Minerals redress

- 54 **agreed** to the following minerals redress package comprising:
- 54.1 the vesting of five cultural minerals within Egmont National Park (Kōkōwai, Kōkawa, Pākohe, Onewa and Mata) in the legal personality, together with all industrial rocks and building stones as defined in section 2 of the Crown Minerals Act 1991;
- 54.2 the ability for the Department of Conservation to continue to use any of the industrial rocks and building stones vested in the legal personality for national park purposes;
- 54.3 provision for the Post Agreement Governance Entity to authorise iwi members (and individual iwi post settlement governance entities) to collect the vested cultural minerals from within Egmont National Park for cultural purposes and subject to:
- 54.3.1 the conditions used in other settlements for collection or fossicking of minerals/materials in sensitive areas (e.g. removal by hand; from riverbeds only (except in certain circumstances));
- 54.3.2 any specific policies and objectives identified for the minerals/materials in the management plan for the national park; and
- 54.3.3 further conditions as agreed to in a proposed cultural materials plan to be agreed between the Post Agreement Governance Entity and Department of Conservation post-effective date, (including a process for collection from places other than riverbeds);
- 54.4 the continued application of the protections under the Crown Minerals Act 1991 to the vested minerals concerning access to, and permitting for, the land and minerals (aside from collection for cultural purposes);

54.5 in the event that the current prohibition against issuing permits over the Egmont National Park under the Crown Minerals Act 1991 is changed to enable crown mineral permits to be granted:

- 54.5.1 a requirement for the Minister of Conservation to obtain the agreement of the Joint Governance Entity in making decisions about access arrangements for any activity under a minerals permit (for both vested and Crown minerals). The Minister of Energy and Resources' decision-making role in access arrangements will remain unchanged;
- 54.5.2 a requirement for Joint Governance Entity's consent (in place of the Minister of Energy and Resources) to carry out activities equivalent to prospecting, exploration or mining under a permit issued under the Crown Minerals Act 1991 of any minerals vested in the legal person;
- 54.5.3 a Crown Minerals Protocol issued by the Minister of Energy and Resources that will include a requirement for the Joint Governance Entity to be consulted on any policy or legislative development or review relating to the administration of Crown-owned minerals which may affect the interests of the Joint Governance Entity in the national park;

55 **noted** that the vesting of comparable minerals/materials has occurred in previous Treaty settlements, although not in a national park;

Geographic name changes

- 56 **agreed** that the official Crown Protected Area name of Egmont National Park be changed to Te Papa-Kura-o-Taranaki;
- 57 **agreed** that an unofficial name, Taranaki National Park, may be used in conjunction with the new official name in certain circumstances for branding or safety purposes;
- 58 **noted** that the Collective Redress Deed and collective redress legislation will include 19 other geographic place name changes, including Mount Taranaki being renamed as Taranaki Maunga;

Ngā Iwi o Taranaki access to facilities on Taranaki Maunga

- 59 **agreed** that the Collective Redress Deed include provision for Ngā Iwi o Taranaki to access facilities within the national park for cultural (non-commercial) purposes, subject to normal requirements for concessions, including:
 - 59.1 a maximum of 16 free nights per annum for exclusive use by the Post Agreement Governance Entity/Ngā Iwi o Taranaki of bookable Crown-owned facilities for cultural events;
 - 59.2 the Post Agreement Governance Entity having the first right to acquire Department of Conservation administered buildings (not the land) when they are in a safe location, are otherwise surplus to requirements and continued use is consistent with the national park management plan;
 - 59.3 to explore opportunities for the use of any decommissioned or surplus building footprints for purpose-built facilities;

60 **agreed** to include a commitment in the Department of Conservation and Post Agreement Governance Entity relationship agreement for the Department of Conservation to first discuss with the Post Agreement Governance Entity the potential cultural use of sites identified in the national park management plan as requiring upgrade or replacement for a new facility and exploring the possibility of co-design;

Taonga tūturu

61 **agreed** that the Collective Redress Deed and collective redress legislation will:

61.1 provide for the legal personality to be a registered collector of taonga tūturu under section 14 of the Protected Objects Act 1975;

61.2 record the process whereby the legal personality is provided a right of interim custodianship over taonga tūturu found in the national park on or after effective date until ownership is determined, subject to any obligations and duties contained in the Protected Objects Act 1975;

61.3 record the process whereby the legal personality is automatically treated by the Ministry for Culture and Heritage as having made a claim of ownership of newly found taonga tūturu in the National Park;

Financial implications

Resourcing the proposed arrangements

62 **noted** that in December 2017, the Cabinet Business Committee authorised the Minister of Finance, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation to report back with a proposal for a contribution to resourcing the negotiated arrangements prior to signing the Taranaki Maunga Collective Redress Deed [CBC-17-MIN-0054]; s9(2)(j)

63 **agreed** that a one-off payment be offered to Ngā Iwi o Taranaki of up to [REDACTED] as a Crown contribution towards resourcing the negotiated arrangements;

64 [REDACTED]

65 [REDACTED]

66 **noted** that if the Budget 2020 bid is unsuccessful, or only partially successful, further negotiation may be required with Ngā Iwi o Taranaki and the proposals in this paper may need to be reconsidered;

Estimated Implementation Operation Costs for the Department of Conservation

67 **noted** that: s9(2)(g)(i)

67.1 [REDACTED]

- 73 **noted** that the Post Agreement Governance Entity will take on statutory functions of the Taranaki Māori Trust Board that relate to Taranaki Maunga, which include appointing a representative on the Taranaki Whanganui Conservation Board and a right to be consulted when there is a proposal to remove land from the national park;

Conditions of the Collective Redress Deed

- 74 **noted** that the Collective Redress Deed will be conditional on:
- 74.1 ratification of the Collective Redress Deed by the Ngā Iwi o Taranaki claimant community; and
- 74.2 4.2 enactment of the collective redress legislation to implement certain aspects of the Collective Redress Deed;

Remaining national parks negotiations

s9(2)(g)(i)

75

[REDACTED]

Stakeholder engagement and public consultation

- 76 **noted** that engagement to date with local and national stakeholders has been positive about the proposed arrangements and will continue up until the initialling of the Collective Redress Deed;

Legislative Implications

- 77 **noted** that:
- 77.1 legislation is required to implement aspects of the redress;
- 77.2 a draft Taranaki Maunga collective redress legislation will be attached to the Collective Redress Deed;
- 78 **noted** that once the Collective Redress Deed is signed, the Minister for Treaty of Waitangi Negotiations and Minister of Conservation will seek Cabinet approval to introduce the collective redress legislation to the House;
- 79 **note** that the collective redress legislation will:
- 79.1 repeal the Mount Egmont Vesting Act 1978;
- 79.2 amend the National Parks Act 1980, the Conservation Act 1987 and the Maori Trust Boards Act 1955;

Delegation to act

- 80 **authorised** the Minister for Treaty of Waitangi Negotiations, in consultation with the Minister of Finance and the Minister of Conservation, to make any final decisions about the allocation of the Crown contribution components prior to initialling the Collective Redress Deed;

- 81 **authorised** the Minister for Treaty of Waitangi Negotiations and the Minister for Māori Development:
- 81.1 to consider the proposed Post Agreement Governance Entity and ensure it meets the Crown's requirements for transparency, accountability and suitability to receive and manage redress;
- 81.2 to consider whether the ratification results demonstrate sufficient support for the redress package from the claimant community;
- 82 **authorised** the Minister for Treaty of Waitangi Negotiations and Minister of Conservation:
- 82.1 to finalise or vary the redress consistent with the intent of Cabinet's decisions and with the agreement of relevant Ministers, prior to initialling the Collective Redress Deed;
- 82.2 to sign, on behalf of the Crown, a Collective Redress Deed with Ngā Iwi o Taranaki, upon confirmation of the ratification results.

Vivien Meek
Committee Secretary

Present:

Rt Hon Winston Peters
 Hon Grant Robertson (Chair)
 Hon Phil Twyford
 Hon Dr Megan Woods
 Hon Andrew Little
 Hon David Parker
 Hon Nanaia Mahuta (via phone)
 Hon Stuart Nash
 Hon Iain Lees-Galloway
 Hon Jenny Salesa
 Hon Damien O'Connor
 Hon Shane Jones
 Hon James Shaw
 Hon Eugenie Sage

Officials present from:

Office of the Prime Minister
 Officials Committee for DEV

Hard-copy distribution:

Minister for Treaty of Waitangi Negotiations
 Minister of Conservation



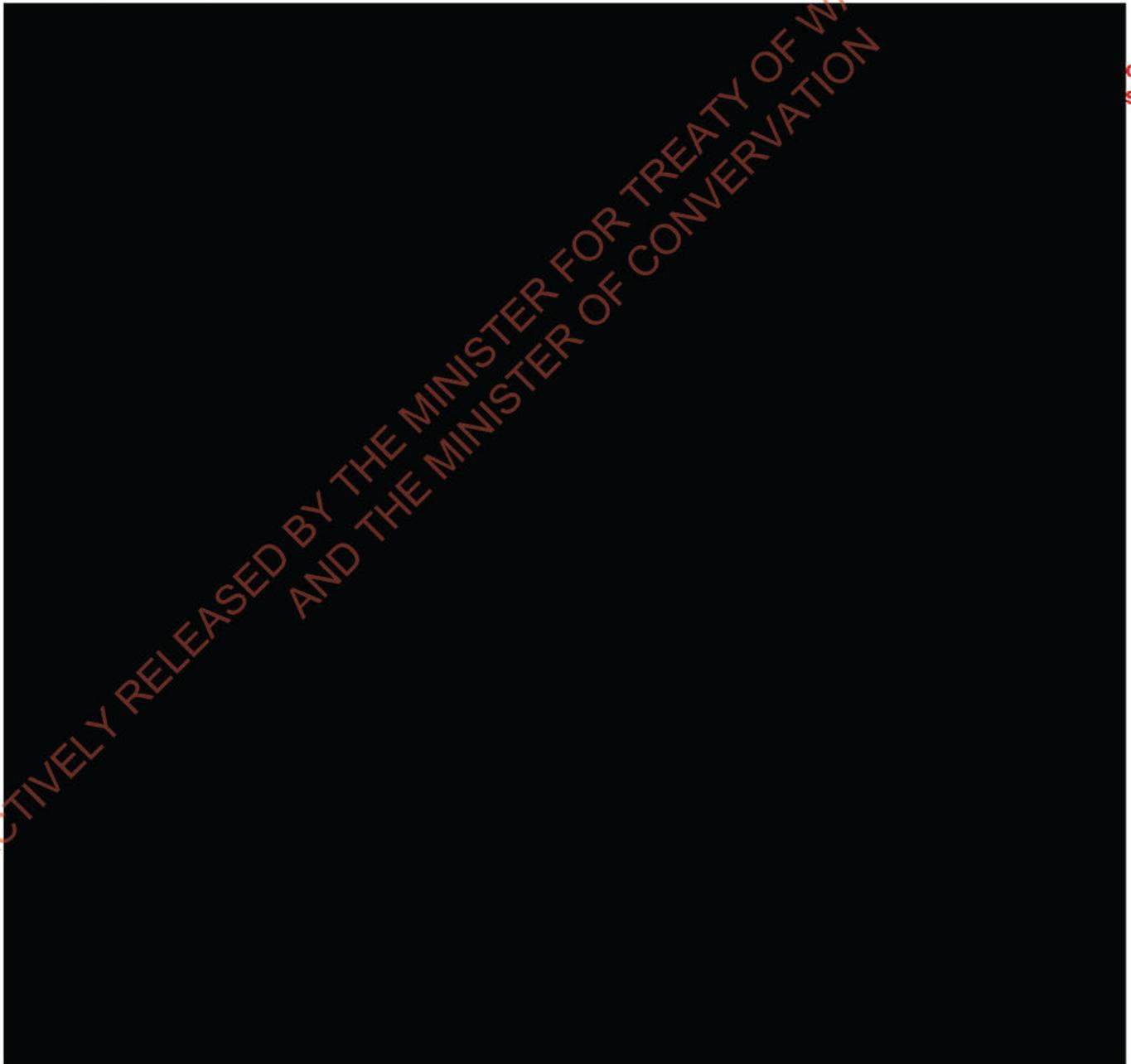
Cabinet

Minute of Decision

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Report of the Cabinet Economic Development Committee: Period Ended 20 March 2020

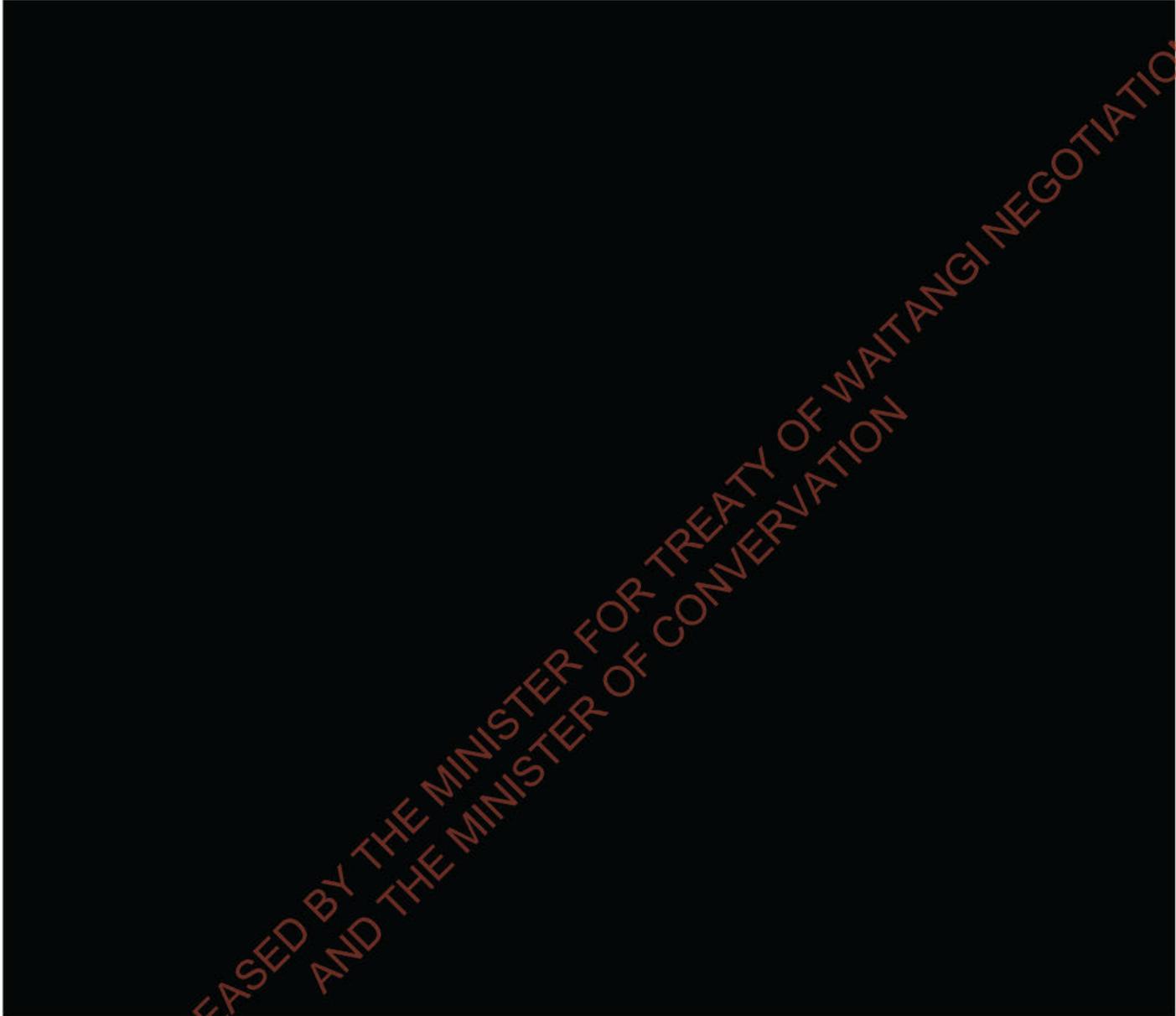
On 23 March 2020, Cabinet made the following decisions on the work of the Cabinet Economic Development Committee for the period ended 20 March 2020:



out of
scope

DEV-20-MIN-0054 **Taranaki Maunga; Collective Redress Deed**
Portfolios: Treaty of Waitangi Negotiations /
Conservation

CONFIRMED



out of
scope

Michael Webster
Secretary of the Cabinet