

**TE KOROWAI O WAINUIĀRUA  
and  
TE KOROWAI O WAINUIĀRUA TRUST  
and  
THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
DOCUMENTS**

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*for 1 day*

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## 1. OVERLAY CLASSIFICATIONS

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**1.1: OVERLAY CLASSIFICATION (MURUMURU CONSERVATION AREA)**

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**1.1 OVERLAY CLASSIFICATION  
(MURUMURU CONSERVATION AREA)**

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## DOCUMENTS

### 1.1: OVERLAY CLASSIFICATION (MURUMURU CONSERVATION AREA)

#### MURUMURU CONSERVATION AREA

##### 1 DESCRIPTION OF AREA

- 1.1 The Murumuru Conservation Area – 5,895 hectares, approximately, being Sections 1 and 2 SO 36650, Section 1 SO 36951, Parts Section 3 Block VII, Section 2 and Section 6 Block XI, Section 5, Parts Section 7, Part Section 12, and Section 20 Block XII, Section 6, Part Section 8, and Section 9 Block XV Whirinaki Survey District, Parts Section 7 Block IV Rarete Survey District, and Part Closed Road SO 17693 as shown on OMCR-007-02.

##### 2 PREAMBLE

- 2.1 Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.1.1(a) of the deed of settlement) the Crown acknowledges the statement by the trustees of the Te Korowai o Wainuiārua Trust of their cultural, spiritual, historic and/or traditional values relating to the Murumuru Conservation Area, as set out below.

##### 3 TE KOROWAI O WAINUIĀRUA VALUES

- 3.1 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana and Tamahaki. Every relationship is rooted in the values we have inherited from our tūpuna. Kaitiakitanga is a core value for Te Korowai o Wainuiārua in relation to the Murumuru Conservation Area. For Te Korowai o Wainuiārua, kaitiakitanga recognises our role as tangata whenua and as stewards and guardians of ngā taonga tuku iho and requires engagement in governance, management and operations and includes: the maintenance and control of our environment according to our own established practices; interaction with our environment in a manner consistent with our tino rangatiratanga; the right and opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and support for the purity, potency and integrity of our natural environment.

##### *Te Korowai o Wainuiārua values for Murumuru Conservation Area*

- 3.2 The Murumuru Conservation Area lies within the watershed of the Whanganui River and the Manganui o te Ao River, two of the most important waterways to the people of Te Korowai o Wainuiārua and along which there lie many important sites of significance adjacent to this area. The valleys of these two rivers were densely settled, and the adjacent lands provided resources for hunting of birds and animals and remain a good hunting area today for deer, pigs and goats. The landscape in this area was closely connected in tradition with the ancestors and events of Te Korowai o Wainuiārua.
- 3.3 The Manganui o te Ao valley was the stronghold between the volcanic maunga of the central North Island and the Whanganui River. It was not just a food source and kainga, but also a pathway, guarded at either end. The Manganui o te Ao River closely adjacent to the block provided an important link between the Whanganui River across the Waimarino plains to the ngahere (forest) and lands on the slopes of the peaks of Ruapehu. The Murumuru track runs from Arawhata, at the confluence of the Whanganui

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### 1.1: OVERLAY CLASSIFICATION (MURUMURU CONSERVATION AREA)

and Manganui o te Ao Rivers, to Murumuru, a peak further up the Manganui o te Ao valley. It links to other tracks that connect to Mangatiti, Mangapurua, Ruatiti and onward to Kaiwhakauka and Ngātokoerua.

- 3.4 Along the track and inside the Murumuru Conservation Area is a clearing where an old settlement used to stand. The name of this settlement is not known but it belonged to Te Korowai o Wainuiārua hapū Ngāti Tukaiaora, Ngāti Kahukurapane, and Ngāti Tumanuka.
- 3.5 The Murumuru peak, like many mountains within the Te Korowai o Wainuiārua area of interest, is a site of significance for Tamakana and Uenuku iwi. This is evident in the whakapapa and history descendants hold in respect of their mountains, some of which predates the arrival of waka.
- 3.6 This significance is best captured in the following pātere composed by kaumatua, Turuhira Jim Edmonds. In it he names Murumuru and other significant peaks that look over the heartland of the people, the Manganui o te Ao River:

Ka ata titiro ki nga maunga ki nga tihi	I slowly look out to the mountains, to the summits
Mai I te taha maui ko te Manganui o te Ao	To the left I follow the Manganui o te Ao River
Ko nga maunga tapu	To the sacred mountains,
Ko Arawhata	Arawhata
Ko Paturangi	Paturangi
Ko Rakautangi	Rakautangi
Ko Murumuru	Murumuru
Ko Pikiariki	Pikiariki
Ko Otautu	Otautu
Ko Hauhungatahi	Hauhungatahi
Me maunga Ruapehu.	And mount Ruapehu.
Mai I a maunga Ruapehu	From mount Ruapehu I gaze down to,
Ko Raetihi	Raetihi
Ko Ngataumaro	Ngataumaro
Ko Pipipi	Pipipi
Ko Ameku	Ameku
Ko Ngatauhao	Ngatauhao

Jim Edmonds

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### 1.1: OVERLAY CLASSIFICATION (MURUMURU CONSERVATION AREA)

Ko Meremere	Te Meremere
Ko te Ruakaka	Te Ruakaka
Ki Takuu.	Returning to Takuu,
E noho nei a au I te taha I tenei pito	Where I sit beside the pito
Kei muri ko te awa tupuna o Whanganui	Behind me is the sacred river of Whanganui
I muri I tera ko te maunga tapu a Matemateaonga	Behind there is the sacred mountain Matemateaonga
Kei mua I a au ko te ngutu o te awa o Te Manganui o te Ao	In front of me is the mouth of the Manganui o te Ao
I raro I te tihi a Takuu he pito e takato nei.	Near the summit of Takuu is the pito.

3.7 Te Korowai o Wainuiārua have cultural, spiritual, traditional and historic associations with these areas and surrounding environs, its waters, associated land and flora and fauna. The streams and forests within the Murumuru Conservation Area were abundant with freshwater species and the forests provided abundant bird life and other resources. The forests were not only an important source of kai, but they were also a source of traditional rongoa. Mātauranga associated with the collection of resources from ngā awa and ngahere was central to the lives of the people of Te Korowai o Wainuiārua and this mātauranga and associated tikanga and kawa are essential for maintaining customary traditions regarding the gathering and utilisation of resources. These values remain vital to Te Korowai o Wainuiārua today.

3.8 Te Korowai o Wainuiārua have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tūpuna. The continued recognition of these hapū and their traditions and status as kaitiaki of this site is integral for the iwi of Te Korowai o Wainuiārua in maintaining their cultural identity and competency.

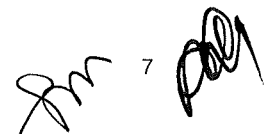
## 4 PROTECTION PRINCIPLES

4.1 The following protection principles are directed at the Minister of Conservation to provide guidance about avoiding harm to, or diminishing, Te Korowai o Wainuiārua values related to the Murumuru Conservation Area:

4.1.1. protection of wāhi tapu, indigenous flora and fauna, traditional materials and resources, water and the wider environment of the Murumuru Conservation Area;

4.1.2. recognition and respect for the distinct Te Korowai o Wainuiārua mana, kaitiakitanga and tikanga over and within the Murumuru Conservation Area and

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### 1.1: OVERLAY CLASSIFICATION (MURUMURU CONSERVATION AREA)

in particular their relationship with wāhi tapu, wāhi tīpuna and wāhi taonga of the Area, and their relevance to the protection of the Murumuru Conservation Area;

- 4.1.3. encouragement of recognition and respect for the particular association of Te Korowai o Wainuiārua with the Murumuru Conservation Area, and encouraging others to respect that relationship;
- 4.1.4. accurate portrayal of the separate and distinct associations and kaitiakitanga relationship of Te Korowai o Wainuiārua with the Murumuru Conservation Area;
- 4.1.5. recognition of Te Korowai o Wainuiārua mahinga kai and the provision of cultural resources in the Murumuru Conservation Area;
- 4.1.6. respect for and recognition of the distinct relationship of Te Korowai o Wainuiārua with the wahi tapu and wahi whakahirahira and the Murumuru Conservation Area; and
- 4.1.7. recognition of the interest of Te Korowai o Wainuiārua in protecting species within the Murumuru Conservation Area including, but not limited to:
  - 4.1.7.1. North Island brown kiwi;
  - 4.1.7.2. North Island kākā;
  - 4.1.7.3. kārearea;
  - 4.1.7.4. kererū;
  - 4.1.7.5. whio;
  - 4.1.7.6. kākārīki (yellow crowned parakeet);
  - 4.1.7.7. toutouwai (North Island robin);
  - 4.1.7.8. titipounamu (rifleman);
  - 4.1.7.9. mātātā (fernbird);
  - 4.1.7.10. pōpokotea (whitehead);
  - 4.1.7.11. forest gecko;
  - 4.1.7.12. pekapeka-tou-roa (long-tailed bat);
  - 4.1.7.13. pekapeka-tou-poto (short-tailed bat); and
  - 4.1.7.14. native fish including tuna, piharau, kōaro and banded kōkopu present.

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### 1.1: OVERLAY CLASSIFICATION (MURUMURU CONSERVATION AREA)

#### 5 DIRECTOR-GENERAL ACTIONS

- 5.1 Pursuant to clause 5.1.4 of the deed, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the protection principles:
- 5.1.1. The associations, interests and relationships of Te Korowai o Wainuiārua with the Murumuru Conservation Area will be accurately portrayed in all new Department of Conservation information and educational material related to the Murumuru Conservation Area;
  - 5.1.2. the Department of Conservation will consult with Te Korowai o Wainuiārua regarding the provision of all new Department of Conservation public information or educational material regarding the Murumuru Conservation Area and where appropriate the content will reflect their significant relationship with the Murumuru Conservation Area;
  - 5.1.3. The Department of Conservation will only use Te Korowai o Wainuiārua cultural information relating to the Murumuru Conservation Area with the consent of Te Korowai o Wainuiārua;
  - 5.1.4. the Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public will be provided with information about the values of Te Korowai o Wainuiārua and the existence of the overlay classification for the Murumuru Conservation Area and will be encouraged to recognise and respect the association, interests and relationships of Te Korowai o Wainuiārua with the Murumuru Conservation Area including their role as kaitiaki;
  - 5.1.5. Te Korowai o Wainuiārua will be consulted regarding any proposed introduction or removal of indigenous species to and from the Murumuru Conservation Area;
  - 5.1.6. significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Te Korowai o Wainuiārua will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites; and
  - 5.1.7. any kōiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Te Korowai o Wainuiārua to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the kōiwi or other taonga will also be subject to any procedures required by law.

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**1.2: OVERLAY CLASSIFICATION (PŌKĀKĀ AREA)**

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**1.2 OVERLAY CLASSIFICATION (PŌKĀKĀ AREA)**

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## DOCUMENTS

### 1.2: OVERLAY CLASSIFICATION (PŌKĀKĀ AREA)

#### PŌKĀKĀ AREA

##### 1. DESCRIPTION OF AREA

- 1.1. Erua Conservation Area – 11,300 hectares, approximately, being Sections 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 29, 32, 33 and Part Sections 3, 4, 5, 6, and 19, and Parts Section 2 Block VII, Sections 1, 2, 3, 5, 6, 7, 10, 14, 20, 21, 22, 23, 28, 34, 35, and 36, and Part Sections 4, 8, 15, and 19, and Part Subdivisions 3 and 4 of Section 13 Block VIII, Sections 3, 6, 7, 8, 9, and 10 Block X, Sections 4, 5, 6, 9, 10, 11, 22, 23, 25, 26, 27, 28, 29, 30 and 31, and Part Sections 7, 8, 12, 14, 16, 17, 18, 19, 20, and 21, and Parts Sections 2 and 3 Block XI, and Parts Sections 9 and 18 Block XII Manganui Survey District, Sections 4, 7 and 9 Block XV, and Sections 1 and 2 Block XVI Kaitieke Survey District, Section 1 SO 27030, Closed Road SO 18704, and Parts Waimarino 1
- 1.2. Pokaka Scenic Reserve – 91.0391 hectares, more or less, being Lot 1 DP 75616 and Section 28 Block XII Manganui Survey District
- 1.3. Part Makatote Scenic Reserve – 78 hectares, approximately, being Section 12, Part Section 9 and Part Section 27 Block VIII Manganui Survey District
- 1.4. Manganuioteao Scenic Reserve – 54.6325 hectares, more or less, being Section 24 Block XI Manganui Survey District
- 1.5. together known as the “Pōkākā Area” as described in schedule 2 of the draft settlement bill and shown on OMCR-007-03.

##### 2. PREAMBLE

- 2.1. Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.1.1(b) of the deed of settlement) the Crown acknowledges the statement by the trustees of the Te Korowai o Wainuiārua Trust of their cultural, spiritual, historic and/or traditional values relating to the Pōkākā Area, as set out below.

##### 3. TE KOROWAI O WAINUIĀRUA VALUES

- 3.1. Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana and Tamahaki. Every relationship is rooted in the values we have inherited from our tūpuna. Kaitiakitanga is a core value for Te Korowai o Wainuiārua in relation to the Pōkākā Area. For Te Korowai o Wainuiārua, kaitiakitanga recognises our role as tangata whenua and as stewards and guardians of ngā taonga tuku iho and requires engagement in governance, management and operations and includes: the maintenance and control of our environment according to our own established practices; interaction with our environment in a manner consistent with our tino rangatiratanga; the right and opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and support for the purity, potency and integrity of our natural environment.

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### 1.2: OVERLAY CLASSIFICATION (PŌKĀKĀ AREA)

*Te Korowai o Wainuiārua values for the Pōkākā area*

- 3.2. The Pōkākā Area covers a number of land blocks to the west of SH 4 between Horopito and National Park. Because of an abundance of kākā seen in ancient times, this area was named Pōkākā long ago by Te Korowai o Wainuiārua tūpuna. The kōrero says that during harvest times the abundance of manu (native birds) in the trees was so dense they blocked the sun from shining through to the forest floor. Hence Pōkākā, a darkness caused by the abundance of the kākā.
- 3.3. The Erua Conservation Area is named for one of those blocks, Erua, which is the area located on the north western side of Hauhungatahi between the Makatote and Mahuia streams, taking in all the land from the edge of the ngahere (forest) on the face of the mountain, down and across the expanse of the Waimarino plains, to the headwaters of the Retaruke and Whakapapa rivers. Other blocks within the conservation area are Pōkaka, Ruapekapeka and others.
- 3.4. Erua derives its name from Ngātokoerua, and Te Korowai o Wainuiārua history records two trees grown there in recognition of two kuia, Maringirangi and Ringirangi, who were twins.
- 3.5. Ngātokoerua was also a pā site situated at the foot of the mountain Puketiti (Hauhungatahi) and the principal marae of Te Pehi Tūroa. It was the one of the northern gateways to the Manganui o te Ao valley. Erua is culturally significant to Tamakana, therefore, all the Tamakana hapū have an interest in the area.
- 3.6. Multiple sites of significance to the iwi of Te Korowai o Wainuiārua are situated within the Pōkākā Area, too numerous to account for in this narrative. It was the location of several pā and kāinga, pā, urupā and other wāhi tapu as well as mahinga kai, well-known hunting grounds, walking tracks, lakes, springs, caves throughout the reserve.
- 3.7. These areas are used today for a wide range of activities. A great number of walking tracks are used by hunters, trampers and cyclists. One is the Kurua (Tupapakurua) track which enters the reserve at National Park and follows the Tupapakurua Stream to the Upper Retaruke. Another track follows the Waimarino Stream downstream to the Makatote River and then down that river, crossing it four times, until it meets the Manganui o te Ao River. Fishers Track comes in off Cuff Road and connects to Kaitieke and Raurimu, others connect to Owhango.
- 3.8. Whaitiri was one of three kāinga near the Mangaturuturu River. The site of Whaitiri kainga is located where SH 4 crosses the Mangaturuturu River. Its location is marked by a pile of rock which also marks the site of an urupā, one of many along this stretch of SH4 between Horopito and Hukapapa Scenic Reserve.
- 3.9. Other kāinga were Oneroa, and Oihenga, the latter was located at the mouth of the river. All three kāinga were temporary residences for the iwi of Te Korowai o Wainuiārua that were occupied while gathering resources from the surrounding areas.



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### 1.2: OVERLAY CLASSIFICATION (PŌKĀKĀ AREA)

- 3.10. The Pōkākā Area had abundant and diverse native forests. The area was rich in tōtara and white pine. Kiore, weka, kiwi, kākāpō, and tuna were harvested and processed, then taken back to 'Manganui o te Ao and other principal kaingas and eaten'. Given the abundant bird life, it was said that during harvest time the abundance of native birds in the trees was so dense they used to block the sun from shining through to the forest floor. The area was renowned for the huahua manu or great calabashes of birds. Kōrure (mottled petrel), kākā, kererū, tūī, kiwi, weka, pekapeka (long and short tail bats), whio, and other manu (birds) that were sustainably harvested. Tuna (short and long fin eels), īnanga (whitebait or juvenile form of many native fish), piharau (lamprey), kōkopu along with the tender shoots of the cabbage tree (kōmata), kātote (tree fern), aruhe (fern root) and tōī (mountain cabbage tree) and berries of the forest were also harvested.
- 3.11. The forests were not only an important source of kai, but they were also a source of traditional rongoā. Mātauranga associated with the collection of resources from ngā awa and ngahere was central to the lives of the people of Te Korowai o Wainuiārua, and this mātauranga and associated tikanga and kawa are essential for maintaining customary traditions regarding the gathering and utilisation of resources. These values remain vital to Te Korowai o Wainuiārua today.
- 3.12. Endangered plant species include *Pittosporum turneri*, *Coprosma wallii* and *Meliclytus flexuosus* (endangered shrubs), as well as pua o Te Rēinga (*Dactylanthus taylorii*, an endangered parasitic woodrose), and also endangered orchid and buttercup species.
- 3.13. Te Korowai o Wainuiārua have cultural, spiritual, traditional and historic associations with these areas and surrounding environs, its waters, associated land and flora and fauna. They have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tūpuna. The continued recognition of the descendants of Uenuku, Tamakana and Tamahaki, and their traditions and status as kaitiaki of this site is integral for the iwi and hapū of Te Korowai o Wainuiārua in maintaining their cultural identity and competency.
- 3.14. It is within the Pōkākā Area that Te Korowai o Wainuiārua aspire to establish a sustainable inland island ecosanctuary which would seek to restore habitat and the biodiverse forest resources that once existed and were valued by previous generations. The vision of Te Korowai o Wainuiārua is that the ecosanctuary will also provide a means of reconnection and return to traditional land management practises. The ecosanctuary will seek to restore the traditional habitats and bio-diverse forest resources but also support the breeding, reintroduction, and conservation of local taonga fauna and flora species.

## 4. PROTECTION PRINCIPLES

- 4.1. The following protection principles are directed at the Minister of Conservation to provide guidance about avoiding harm to, or diminishing, Te Korowai o Wainuiārua values related to the Pōkākā Area:

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### 1.2: OVERLAY CLASSIFICATION (PŌKĀKĀ AREA)

- 4.1.1. protection of wāhi tapu, indigenous flora and fauna, traditional materials and resources, water and the wider environment of the Pōkākā Area;
- 4.1.2. recognition and respect for the distinct Te Korowai o Wainuiārua mana, kaitiakitanga and tikanga over and within the Pōkākā Area and in particular their relationship with wāhi tapu, wāhi tīpuna and wāhi taonga of the Pōkākā Area, and their relevance to the protection of the Pōkākā Area;
- 4.1.3. encouragement of recognition and respect for the particular association of Te Korowai o Wainuiārua with the Pōkākā Area and encouraging others to respect that relationship;
- 4.1.4. accurate portrayal of the separate and distinct associations and kaitiakitanga relationship of Te Korowai o Wainuiārua with the Pōkākā Area;
- 4.1.5. recognition of Te Korowai o Wainuiārua mahinga kai and the provision of cultural resources in the Pōkākā Area;
- 4.1.6. respect for and recognition of the distinct relationship of Te Korowai o Wainuiārua with the wahi tapu and wahi whakahirahira and the Pōkākā Area; and
- 4.1.7. recognition of the interest of Te Korowai o Wainuiārua in protecting species within the Pōkākā Area including, but not limited to:
  - 4.1.7.1. North Island brown kiwi;
  - 4.1.7.2. North Island kākā;
  - 4.1.7.3. kārearea;
  - 4.1.7.4. kererū;
  - 4.1.7.5. whio;
  - 4.1.7.6. kākāriki (yellow crowned parakeet);
  - 4.1.7.7. toutouwai (North Island robin);
  - 4.1.7.8. titipounamu (rifleman);
  - 4.1.7.9. mātātā (fernbird);
  - 4.1.7.10. pōpokotea (whitehead);
  - 4.1.7.11. forest gecko;
  - 4.1.7.12. pekapeka-tou-roa (long-tailed bat);

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### 1.2: OVERLAY CLASSIFICATION (PŌKĀKĀ AREA)

4.1.7.13. pekapeka-tou-poto (short-tailed bat); and

4.1.7.14. native fish including tuna, piharau, kōaro and banded kōkopu present.

#### 5. DIRECTOR-GENERAL ACTIONS

5.1. Pursuant to clause 5.1.4 of the deed, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the protection principles:

- 5.1.1. The associations, interests and relationships of Te Korowai o Wainuiārua with the Pōkākā Area will be accurately portrayed in all new Department of Conservation information and educational material related to the Pōkākā Area;
- 5.1.2. the Department of Conservation will consult with Te Korowai o Wainuiārua regarding the provision of all new Department of Conservation public information or educational material regarding the Pōkākā Area and where appropriate the content will reflect their significant relationship with the Pōkākā Area;
- 5.1.3. The Department of Conservation will only use Te Korowai o Wainuiārua cultural information relating to the Pōkākā Area with the consent of Te Korowai o Wainuiārua;
- 5.1.4. the Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public will be provided with information about the values of Te Korowai o Wainuiārua and the existence of the overlay classification for the Pōkākā Area and will be encouraged to recognise and respect the association, interests and relationships of Te Korowai o Wainuiārua with the Pōkākā Area including their role as kaitiaki;
- 5.1.5. Te Korowai o Wainuiārua will be consulted regarding any proposed introduction or removal of indigenous species to and from the Pōkākā Area;
- 5.1.6. significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Te Korowai o Wainuiārua will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites; and
- 5.1.7. any kōiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Te Korowai o Wainuiārua to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the kōiwi or other taonga will also be subject to any procedures required by law.

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### 2. STATEMENTS OF ASSOCIATION

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### 2: STATEMENTS OF ASSOCIATION

The statements of association of Te Korowai o Wainuiārua are set out below. These are statements of Te Korowai o Wainuiārua's particular cultural, spiritual, historical and traditional association with identified areas and taonga minerals.

#### **Adams Conservation Area**

Adams Conservation Area extends over the Mangapurua and Mangatiti valleys.

#### **Mangapurua Valley**

The Mangapurua Valley was an important kai-gathering place of Ngāti Tauengaarero, Ngāti Matakaha, Ngāti Poumua and Ngāti Kahukurapango. Cultivations were dug in along the river flats and birds and eels were harvested from the trees and streams.

Huranaki is a hill along the Mangapurua Valley and home of a ngārara named Okaurei, who patrols the Mangapurua Valley and has been seen basking on the sand bars by the river.

Following World War One, land in the Mangapurua Valley was provided to returned servicemen and their families. Initially, the Mangapurua Landing was the main access way into the valley.

Although early attempts were made to build a road through to Raetihi, challenges with erosion stymied the project. By the time the Mangapurua Bridge was built in 1936, most of the settlers had given up farming the Mangapurua Valley. Only a few vehicles ever crossed this bridge which has become known as "The Bridge to Nowhere". The last settlers left the Mangapurua Valley in 1942.

#### **Mangatiti Valley**

Mangatiti literally means 'the river of titi (mutton-bird)', an important kai source in traditional times. Titi are a migratory bird that used to return each year to the Mangatiti Valley to breed.

The hapū at Mangatiti are Ngāti Matakaha, Ngāti Tamakana, and Ngāti Tauengarero (Ngāti Ruru).

The Mangatiti Landing has always served as a docking place for waka, and early Pākehā settlers took advantage of its position as a staging point to supply goods to farmers living up the valley.

The huge river flats along the Mangatiti River were planted out with kūmara cultivations. Stones were used to mark each garden, some of which are still in place today. Further upstream there was once a campsite on the peninsular between the Mangatiti and Waipapa Streams.

At the headwaters of the Mangatiti up the Waipapa Stream is a tributary named Taipo Stream. This is a wāhi tapu named after Taipo, the ancient kaitiaki who resides there.

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#### **Hawkin's Wetland Scenic Reserve**

The Hawkin's Wetland Scenic Reserve is opposite the ancient Karanga Te Kere marae, the home of Te Kowhaikura. On the upper Retaruke Road, our ancestors' urupā is the only evidence remaining to indicate the area of the Marae.

Te Korowai o Wainuiārua kōrero records how the Hawkin's Wetland Scenic Reserve is the last place where Matuku (native swamp Hen/Australasian bittern) still survive.

A number of ancient Māori trails that connect the Taurewa and the Waimarino Plains to Kaiwhakauka, Whakahoro and Mangapurua pass near Karanga Te Kere marae and its surrounding wetlands. Karanga Te Kere marae was a rest area for travellers passing through.

#### **Horopito-Ohakune Rail Conservation Area**

The Horopito-Ohakune Rail Conservation Area runs perpendicular to the North Island Main Trunk Railway line between the townships of Ohakune and Horopito. The area loosely follows an old walking track around the foothills of the Rongokoupo and Raetihi Ranges that connected Waimarino to Rangataua.

In traditional times, Rongokoupo and Raetihi had fertile forests abundant with resources. These were the hunting and gathering grounds for the descendants of Tamakana. The principle hapū, Ngāti Hinekoropango and Ngāti Kowhaikura, had three residences: two named Rongokoupo and Kakaonui were located in the Rongokoupo Ranges, and a third named Raetihi pā was in the Raetihi Range.

Birds, rats, and eels were all harvested from these lands. Near Raetihi pā is a maire tree named Rakauharuru from where birds were collected. Nearby, Ngakopanipani is a stream where whio were snared.

#### **Hukapapa Conservation Area, Part Ohinetonga Scenic Reserve, Owango Domain Recreation Reserve, and Whakapapa River Marginal Strip**

Hukapapa Conservation Area, Ohinetonga Scenic Reserve, Owango Domain Recreation Reserve, and the Whakapapa River Marginal Strip are located near the boundary of the Taurewa and Waimarino blocks in the rohe of Tamakana (one of the eponymous ancestors of Te Korowai o Wainuiārua).

Across the Whakapapa River, in the Waimarino block, Tamakana built more residences. Takapuna stood near Kakahi, Takutai and Owango stood in close proximity to the Ohinetaonga Scenic Reserve and Owango Domain Recreation Reserve, and Pahauti stood at the confluence of the Whakapapa River and Piopotea stream inside and around the Hukapapa Conservation Area and near the Whakapapa River Marginal Strip.

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#### **Kawautahi Scenic Reserve**

The Kawautahi Scenic Reserve lies eleven kilometres west of Owhango. There was a small lake in the reserve.

The Tamakana people lived near here and avoided this lake because a ferocious taniwha lived within it. This taniwha lived on large flocks of kereru, that fed on the giant miro trees surrounding the lake.

In 1892 a surveyor from Taumarunui visited the lake with three Māori men who were descendants of Tamakana. Tamakana korero records how the party was attacked by the Taniwha, and although they were injured, survived.

#### **Mangapaka Conservation Area, Mangapaka Scenic Reserve, Part Matirangi Conservation Area**

Matirangi Conservation Area, Mangapaka Scenic Reserve, and Part Mangapaka Conservation Area are large areas that straddle both sides of the extreme western boundary of the Te Korowai o Wainuiārua rohe. This boundary follows a straight line between two ancestral pou (post) named Tamahaki and Rangitengaue.

The associations of Te Korowai o Wainuiārua with this area begin in the time of the eponymous ancestor, Tamahaki, who lived with his people along this western boundary at a place called Omapu. When they were attacked and besieged by another hapū, Tamahaki sent his son Tukapupapa to Puketapu for reinforcements. Tukapupapa roused a fighting force and returned to Omapu, prompting the besieging hapū to retreat. Tamahaki pursued them and engaged the retreating hapū at a number of points, which were subsequently named for the fallen enemy chief who died there: Kaieto, Ruakiore, and Rakauoteatua.

Although the areas described in this narrative are situated in the Taumatamāhoe and Whitianga blocks, 'Tieketingiora' is the old name for the whole district from the Whanganui River to Rimuputa and the Raekohua Streams. 'Tieketingiora' comes from a hill and settlement belonging to Tamahaki and passed down to his descendants who used to watch for war parties from that hill.

Another important association Te Korowai o Wainuiārua have to this area is through the influential Ngāti Kahukurapango, Ngāti Ruru, Ngāti Taipoto chief, Taumatamahoe Te Hai, whose main residence was at Utapu near the banks of Te Wainuiarua (the Whanganui River). His influence extended from the Whanganui River to the western boundary of the Te Korowai o Wainuiārua rohe, and then to Rakauoteatua and Omapu. The main walking track from Utapu to Tongaporutu and Tiekemanuka in Taranaki, which passes through the Whanganui River watershed line, is named after him: the Taumatamāhoe Track.

Taumatamahoe was a staunch adherent of Pai Mārire which was heavily involved in the New Zealand Wars. He was instrumental in putting up the aukati (boundary) line preventing Crown access into the upper Whanganui River. The aukati started on the Whanganui River below Utapu, then ran inland to the Taumatamāhoe Track following it to Rakauoteatua and onto

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Te Matai. The aukati was maintained well past the end of the New Zealand Wars through to the mid-1880s.

Additionally, when Rangihuatau applied to the Native Land Court for a title hearing to a block of land, he named it 'Taumatamāhoe' after Taumatamahoe Te Hai.

#### **Mangatiti Conservation Area, Taheke Conservation Area**

Mangatiti literally means 'the river of titi (mutton-bird)', an important kai source in traditional times. Titi are a migratory bird that used to return each year to breed at the Mangatiti Valley. The valley comprises the Mangatiti Conservation Area, and Taheke Conservation Area.

The hapū at Mangatiti and Taheke are Ngāti Matakaha, Ngāti Tamakana, and Ngāti Tauengarero (Ngāti Ruru). There are a number of ancient walking tracks that were used extensively by Tamahaki hapū to connect with Taranaki peoples and resources, especially during the Taranaki Wars.

The Mangatiti Landing has always served as a docking place for waka, and early Pākehā settlers took advantage of its position as a staging point to supply goods to farmers living up the valley.

The huge river flats along the Mangatiti River were planted out with kūmara cultivations. Stones were used to mark each garden, some of which are still in place today. Further upstream there was once a campsite on the peninsular between the Mangatiti and Waipapa Streams.

At the headwaters of the Mangatiti up the Waipapa Stream is a tributary named Taipo Stream. This is a wāhi tapu named after Taipo, the ancient kaitiaki who resides there.

#### **Part Ngā Roto-o-Rangataua Scenic Reserve**

Rangataua was a large settlement located at the southern edges of Ruapehu near two lakes, Rangatauanui and Rangatauaiti. Rangataua consisted of multiple kāinga that were home to numerous hapū who resided there seasonally.

At the Waitangi Tribunal's Whanganui District Inquiry in 2008, Matiu Haitana, a descendant of Uenuku, Tamakana and Tamahaki, described how residents lived at Rangataua seasonally, cultivated flat land, harvested kaka, kereru, kiwi, weka and kiore from ngahere, and fished for eel in local waterways.

Other kāinga located near the lakes were Hiwihui, Ohakune, Wharepapa, Hoemaru and Umumore.

#### **Part Rangataua Conservation Area**

Te Rere a Parekura, also referred to as the Battle of Pakiaka, was fought between Ngāti Ruakopiri and a neighbouring iwi, and took place shortly after the marriage of the Ngāti Ruakopiri ancestress Mapihi to Tuwharekino. The site of the battle took its name after the many chiefs who perished in the conflict. Tensions grew between Ngāti Ruakopiri and a neighbouring



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iwi over the planting of potatoes in land to the south-west of Rangataua. Following an attack at a local kainga, a retaliatory war party travelled to Karioi to exact utu.

The conflict at Karioi resulted in the deaths of all the Ngāti Ruakopiri inhabitants except for some old and young men who were taken prisoner. Consequently, several more battles occurred between the iwi as Ngāti Ruakopiri peoples sought the return of their loved ones.

The land at Rangataua, therefore, is of sacred significance to the people of Te Korowai o Wainuiārua after the massacre of their tangata whenua by an enemy party.

#### **Raukawa Scenic Reserve**

The Raukawa Scenic Reserve is located on the eastern shores of the Mangawhero River, about 28 kilometres south of Raetihi, and approximately 16 kilometres north of the Ōtoko Marae. From the Mangaetūroa Stream with Maunga Karewarewa and Ngararakauwhakarara with an elevation 600m to the west. Carrying on down Mangaetūroa Stream passed Waipuna on to Tanupara through the valley reaching a gorge 300m in height continuing on to the mouth of the Mangaetūroa into the Mangawhero below Orerore and on to Raukawa (Ruakaua) Falls following on down to Kakatahi. There is a large and beautiful waterfall on the Mangawhero River next to the Reserve.

Carrying on down Mangaeturo stream pass Waipuna on to Tanupara threw the valley reaching a gorge 300m in height continuing on to the mouth of Mangaeturo into the Mangawhero below Orerore and on to Raukawa (Ruakaua) falls following on down to Kakatahi. Pa tuna (Tunariri) were harvested there where holes (Pārua) were dug into the (pāpā) clay and covered with fern to store Tunariri.

The Raukawa waterfall is a favourite place for our people to catch eels, since ancient times through to today.

#### **Part Rotokahu Scenic Reserve**

Rotokahu is a lake situated inside the Waimarino block at the headwaters of the Waikauwau Stream, a tributary of the Retaruke River.

The hapū at Rotokahu include Ngāti Atamira, Ngāti Maringi, Ngāti Kahukurapango, and Ngāti Ruakopiri.

The lake was an important site for cleansing rituals after battle. Returning war parties would stop at Rotokahu to cleanse their weapons in the 'wai tapu' (sacred waters) before returning home to their settlements.

Rotokahu is surrounded by large hills, one of which housed the location of a traditional drum or pahu. This was one of a number of pahu located on hill tops in strategic positions throughout Te Korowai o Wainuiārua's traditional rohe. Collectively they formed a grid and network that was utilized for communicating over vast distances.

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In the early 1800s, Whanganui was invaded and the tauā headed upriver. The pahu were activated alerting the upper river tribes. By the time the tauā reached Kaiwhakauka, the upper river hapū and allies had gathered on mass and defeated the invading party. Such was the effectiveness of the ancient pahu communication network.

#### **Part Tāngarākau Forest Conservation Area**

The Tangarakau Conservation Area includes the Taumatamāhoe and Whitianga blocks, and the Tangarakau and Heao Rivers. Over time, the Tangarakau and Heao rivers have created an extensive valley system that have provided sanctuary and sustenance for Te Korowai o Wainuiārua over many generations.

A particularly resource-intensive area with bountiful resources, these valley supported a number of settlements. Some were built on the river flats while others, particularly fighting pā, were built on the hills and ridgelines around the rivers.

This area was a place of refuge for Pai Mārire during and after the New Zealand Wars.

#### **Putikituna**

Putikituna is an old settlement located on a peninsular where the Putikituna Stream runs into the Tangarakau River. The name 'Putikituna' is also attributed to a maunga across the Tangarakau River. Takarangi was the last known ancestor to take up residence at Putikituna.

Although when TW Downes visited Putikituna in 1900 the settlement was abandoned, he described it as 'the largest of several former native settlements on the Tangarakau River'.

#### **Waikauia**

On a large flat space below the Waikauia hill, lay Waikauia kainga. According to the nineteenth century rangatira, Taiwiri Toho:

*Waikauia was the settlement on this land. The remains of them are still there. You can see the flax and fighting pa there now. Ngamahanga is a hill near Waikauia, it is a Miro tree, and it belonged to my parents. I have seen it being used by my father and his children and by my uncles. They also got eels in the Te Maunga (Mauku) stream which runs into Kohouratahi. This is west of the Tangarakau River. It is near the Wairere settlement near Waikauia. Otamakaiwaewae is a burial ground. My mother is buried there and some of her children.*

Cultivations were planted at Waikauia, and along both sides of the Tangarakau River. The traditional crops were aruhe, harakeke, and potatoes. After the arrival of Pākehā, corn, wheat and apple trees were planted. Store houses were built to contain the kai harvested on the land.

#### **Other Settlements and Resources**

Other settlements associated with Te Korowai o Wainuiārua located on the Tangarakau and Heao Rivers include Whakapakirangi, Otunui, Takutaiotekura, Mangaone, Ohakari,

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Whakangaehe, Whataaruhe, and Matawharou. Many of these settlements were established in the time of Rangitengaue.

Ngāti Hinekura, Ngāti Hinerua, Ngāti Pare, Ngāti Rangī, Ngāti Ruru, Ngāti Taipoto, and Ngāti Tuawhiti lived in this area. All of these hapū, with the exception Ngāti Ruru, are descended from Tamahaki.

Abundant with kai, other resources from this area included coal, flax, and trees for making waka. Takutaiotekura was the name of a waka and settlement belonging to Hori Pātene

#### **Taunoka Conservation Area**

The 247-hectare Taunoka Conservation Area lies 3 kilometres west of Pipiriki and the Whanganui River, and shares a border with the Whanganui National Park and Taunoka Station. It consists primarily of native forest with a small amount of pasture-land.

The Taunoka Conservation Area also includes some of the Whakaihuwaka block. Tamatuna and Taurira's son, Tamahaki, was born in the Taunoka Conservation Area, an event celebrated in the naming of the stream, Te Mimi o Taurira.

Kainga near the Taunoka Conservation Area include Pipiriki, Te Ao Marama, and Te Pooti.

An old walking track from Pipiriki to Waitōtara crosses the Taunoka Conservation Area, and was used by the hapū of Tamahaki travelling to Ngamatapouri and further on into the Waitōtara River Valley. The track was also a vital connection between the people of Waitōtara and the Whanganui River. Old maps show the walking track passing two small lakes of high cultural significance to Tamahaki, and through the high point of Okoroa (which is within the Taunoka Conservation Area).

#### **Tupapakurua Conservation Area, and Waimarino Scientific Reserve**

Erua Forest is a large area covering a number of traditional land blocks and conservation areas along State Highway 4 between Horopito and National Park. It includes Part Erua Conservation Area, Tupapakurua Conservation Area, and the Waimarino Scientific Reserve. For the hapū of Te Korowai o Wainuiārua, this area is considered one of their 'heartlands'.

Some of the forest in this area is exceptionally important to iwi. For example, in 1973 when the Waimarino Scientific Reserve was gazetted, it was described as:

*... probably the only remaining area where a stand of this unusual [admixture of Kaikawaka (some exceptional specimens), dense Mountain toatoa, and Silver, Pink and Bog Pines] can be reserved.*

Erua Forest is named from the Erua block, which is the area located on the north west side of Hauhungatahi (Puketiti) between the Makatote and Mahuia Streams. It includes all the land from the edge of the ngahere (forest) on the face of Hauhungatahi (Puketiti), down and across the expanse of the Waimarino plains, to the headwaters of the Retaruke and Whakapapa Rivers.

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Erua is a shortened name for Ngātokoerua. There are two explanations for the meaning of the name which reflect the ancient history of Te Korowai o Wainuiārua: the first and most common explanation is that two trees were grown at Erua in recognition of two kuia, Maringiringi and Ringirangi, and they marked out the meeting place where tribes used to converge for important tribal and inter-tribal meetings. The second explanation is that the full name is 'te tokotoko o ngā roimata e rua nō Ranginui', which means 'the staff/rod formed by the two teardrops from Ranginui'. This name relates to the first rains to fall onto this land. Ngā roimata e rua (the two teardrops) were given to Ruapehu as companions, from where they form the two rivers, Te Awatipua (Whanganui) and Waikato. Moreover, where the first teardrop fell appeared the half-rainbow, Uenuku. Others describe how Erua is also home to the Tūrehu, or fairy people.

Erua is a place of importance to all the Tamakana hapū. There are multiple sites of significance within Erua Forest, including kāinga, urupā, walking tracks, lakes, springs, caves and other wāhi tapu.

Today, a number of walking tracks around Erua are still used by hunters, trampers, and cyclists. For example, the Kurua (Tupapakurua) track enters the Waimarino Scientific Reserve at National Park and follows the Tupapakurua Stream to the Upper Retaruke River. Another track follows the Waimarino Stream down to the Makatote River, which it crosses four times before meeting the Manganuiateao River. A third, Fishers Track, begins at Cuff Road and connects to Kaitieke and Raurimu.

There were three kāinga near the Mangaturuturu River: Whaitiri, Oneroa, and Oihenga (located at the mouth of this river). All three kāinga were temporary residences that were occupied when Te Korowai o Wainuiārua hapū gathered resources from surrounding areas. Kiore, weka, kiwi, kākāpō, and tuna in particular were harvested and transported to the Manganuiateao valley and other principal kāinga to be eaten.

Whaitiri is also located where State Highway 4 crosses the Mangaturuturu River. It is marked by a pile of rocks which also indicate the site of an urupā, one of many along this stretch of the highway between Horopito and Hukapapa Scenic Reserve.

#### **Waitōtara Waitōtara Forest Conservation Area**

The 27,120-hectare Waitōtara Conservation Area is located to the west of the Whanganui River, and borders the Whanganui National Park to the north. The area includes mostly native forest.

The Waitōtara Conservation Area is also situated across the Kaitangiwhenua, Mangaotuku, Rawhitiroa, and Whakaihuwaka blocks. Much of the area lies within a boundary defined at a hui in Kaipo in 1895.

Tamahaki have several important pou that delineate a boundary through the Waitōtara Conservation Area, including Karikarirua, Matemateaonga, Omaru, Puniwhakau, Rakautiti, and Rangitautahi. These pou were often placed at strategic positions along walking tracks.

There are also a number of ancient walking tracks that traverse the Waitōtara Conservation Area. These tracks were used extensively by Tamahaki hapū to connect with Taranaki peoples and resources, especially during the Taranaki Wars.

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#### TAONGA MINERALS

Te Korowai o Wainuiārua continue to exercise our kaitiakitanga over the minerals beneath our tribal rohe. These minerals that are significant taonga, that have been utilised by our ancestors and continue to be used today as important tupuna taonga.

Te Korowai o Wainuiārua tangata identify these minerals to be an integral part of our existence as tangata whenua from the earliest occupation in Aotearoa. Our use and extraction of these taonga minerals were governed by a strict system of tikanga developed over centuries by experts in their sustainable use.

These taonga minerals continue to be a vital part of our traditional lands and resources to this day, and include:

**PĀKOHE** (argillite and basaltic andesite) was prized by our tūpuna for its hardness and strength. It is found only in certain areas in the rivers and maunga of our tribal rohe. With the ability to maintain a sharpened edge, pākohe was ideal for making adzes (toki) and weapons, and used extensively for trade by our tūpuna.

**ŌNEWA** (basalt/greywacke) is a kohatu/stone used throughout the Te Korowai o Wainuiārua tribal rohe to make weapons, mainly patu onewa (war clubs) and other tools and taonga. It was traded by our tūpuna, and is still popular amongst our people today who are skilled at creating mere and patu from this mineral.

**MATĀ TŪHUA** (black obsidian) is used for ritual karakia by our tūpuna. MatāTūhua provides a razor-sharp flake used for in the preparation of whakairo (woodcarving) tools. Patu muka (Flax) was used for net-making, ta moko (tattooing), and the preparation of root vegetables for eating. This mineral is found on the west side of Ruapehu maunga.

**PAPA HOANGA** (sandstone) is formed in blocks and used as whet stones for sharpening weapons, tools, fishing tackles and anchors. These finished objects were protected by the Atua Hineahuone and Hinetuahoanga. They are found all around the awa (rivers) in the Te Korowai o Wainuiārua tribal rohe and used extensively by its people.

**PARU** (curing mud with iron salt deposits) “He taonga nui te paru ki nga ringa whatu kakahu” the black colour used on a kahutoi (raincape) comes from the rich iron-oxide paru mud which was used by our tupuna to dye textile fibres and give them waterproof properties.

**ONE-UKU** (clay) “Ipu” whenua made out of clay or Hue for the Pito and placenta to be placed back in the earth (Papatuanuku).

**KOKOWAI UKU** (an iron rich clay or red ochre) was tapu clay, used by our tūpuna as a “medium” for covering the skin of the body, particularly the ariki/chief when alive or deceased. It was also used for staining whakairo (carving) and ceremonial use.

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### 3. DEED OF RECOGNITION

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### 3: DEED OF RECOGNITION

**THIS DEED** is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

#### 1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –

1.1.1 Te Korowai o Wainuiārua; and

1.1.2 the trustees of Te Korowai o Wainuiārua Trust (the governance entity).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):

1.2.1 Adams Conservation Area (as shown on deed plan OMCR-007-13):

1.2.2 Horopito-Ōhakune Rail Conservation Area (as shown on deed plan OMCR-007-14):

1.2.3 Hukapapa Conservation Area (as shown on deed plan OMCR-007-15):

1.2.4 Mangapaka Conservation Area (as shown on deed plan OMCR-007-16):

1.2.5 Mangapaka Scenic Reserve (as shown on deed plan OMCR-007-17):

1.2.6 Mangatiti Conservation Area (as shown on deed plan OMCR-007-18):

1.2.7 Part Matirangi Conservation Area (as shown on deed plan OMCR-007-19):

1.2.8 Part Tāngarākau Forest Conservation Area (as shown on deed plan OMCR-007-22):

1.2.9 Part Rotokahu Scenic Reserve (as shown on deed plan OMCR-007-20):

1.2.10 Taheke Conservation Area (as shown on deed plan OMCR-007-21):

1.2.11 Taunoka Conservation Area (as shown on deed plan OMCR-007-23):

1.2.12 Tupapakuraa Conservation Area (as shown on deed plan OMCR-007-24):

1.2.13 Waimarino Scientific Reserve (as shown on deed plan OMCR-007-25).

1.3 Those statements of association are –

1.3.1 in the documents schedule to the deed of settlement; and

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**3: DEED OF RECOGNITION**

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1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the [Te Korowai o Wainuiārua Claims Settlement Act] [year], being the settlement legislation that gives effect to the deed of settlement.

**2 CONSULTATION**

2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to each of the following activities (the identified activities):

2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:

2.2.2 preparing a national park management plan under the National Parks Act 1980:

2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants:

(b) to eradicate pests, weeds, or introduced species:

(c) to assess current and future visitor activities:

(d) to identify the appropriate number and type of concessions:

2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river: and

2.2.5 locating or constructing structures, signs, or tracks.

2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

**3 LIMITS**

3.1 This deed –

3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and



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3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

3.1.4 is subject to the settlement legislation.

## 4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if -

4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

## 5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is -

Department of Conservation  
Conservation House  
Whare Kaupapa Atawhai  
18 Manners Street  
Wellington 6011  
PO Box 10420  
The Terrace  
Wellington 6140.

## 6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

## 7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights under this deed.

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**3: DEED OF RECOGNITION**

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**8 DEFINITIONS**

8.1 In this deed -

**Crown** has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

**deed** means this deed of recognition as it may be amended from time to time; and

**deed of settlement** means the deed of settlement dated [**date**] between the settling group, the governance entity, and the Crown; and

**Director-General of Conservation** has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

**governance entity** has the meaning given to it by the deed of settlement; and

**identified activity** means each of the activities specified in clause 2.2; and

**Minister** means the Minister of Conservation; and

**person** includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

**settling group** and Te Korowai o Wainuiārua have the meaning given to them by the deed of settlement; and

**settlement legislation** means the Act referred to in clause 1.4; and

**statement of association** means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

**statutory area** means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

**writing** means representation in a visible form on a tangible medium (such as print on paper).

**9 INTERPRETATION**

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

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**3: DEED OF RECOGNITION**

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- 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to -
- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
- 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

**SIGNED** as a deed on [*date*]

**SIGNED** for and on behalf of  
**THE CROWN** by –

The Minister of Conservation in the  
presence of -

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:



**DOCUMENTS**  
**3: DEED OF RECOGNITION**

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The Director-General of Conservation  
in the presence of – \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

**DOCUMENTS**  
**3: DEED OF RECOGNITION**

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**Schedule**

**Copies of Statements of Association**

The statements of association of Te Korowai o Wainuiārua are set out below. These are statements of Te Korowai o Wainuiārua's particular cultural, spiritual, historical and traditional association with identified areas and taonga minerals.

**Adams Conservation Area**

Adams Conservation Area extends over the Mangapurua and Mangatiti valleys.

**Mangapurua Valley**

The Mangapurua Valley was an important kai-gathering place of Ngāti Tauengaarero, Ngāti Matakaha, Ngāti Poumua and Ngāti Kahukurapango. Cultivations were dug in along the river flats and birds and eels were harvested from the trees and streams.

Huranaki is a hill along the Mangapurua Valley and home of a ngārara named Okaurei, who patrols the Mangapurua Valley and has been seen basking on the sand bars by the river.

Following World War One, land in the Mangapurua Valley was provided to returned servicemen and their families. Initially, the Mangapurua Landing was the main access way into the valley.

Although early attempts were made to build a road through to Raetihi, challenges with erosion stymied the project. By the time the Mangapurua Bridge was built in 1936, most of the settlers had given up farming the Mangapurua Valley. Only a few vehicles ever crossed this bridge which has become known as "The Bridge to Nowhere". The last settlers left the Mangapurua Valley in 1942.

**Mangatiti Valley**

Mangatiti literally means "the river of titi (mutton-bird)", an important kai source in traditional times. Titi are a migratory bird that used to return each year to the Mangatiti Valley to breed.

The hapū at Mangatiti are Ngāti Matakaha, Ngāti Tamakana, and Ngāti Tauengarero (Ngāti Ruru).

The Mangatiti Landing has always served as a docking place for waka, and early Pākehā settlers took advantage of its position as a staging point to supply goods to farmers living up the valley.

The huge river flats along the Mangatiti River were planted out with kūmara cultivations. Stones were used to mark each garden, some of which are still in place today. Further upstream there was once a campsite on the peninsular between the Mangatiti and Waipapa Streams.

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### 3: DEED OF RECOGNITION

At the headwaters of the Mangatiti up the Waipapa Stream is a tributary named Taipo Stream. This is a wāhi tapu named after Taipo, the ancient kaitiaki who resides there.

#### **Hawkin's Wetland Scenic Reserve**

The Hawkin's Wetland Scenic Reserve is opposite the ancient Karanga Te Kere marae, the home of Te Kowhaikura. On the upper Retaruke Road, our ancestors' urupā is the only evidence remaining to indicate the area of the Marae.

Te Korowai o Wainuiārua kōrero records how the Hawkin's Wetland Scenic Reserve is the last place where Matuku (native swamp Hen/Australasian bittern) still survive.

A number of ancient Māori trails that connect the Taurewa and the Waimarino Plains to Kaiwhakauka, Whakahoro and Mangapurua pass near Karanga Te Kere marae and its surrounding wetlands. Karanga Te Kere marae was a rest area for travellers passing through.

#### **Horopito-Ohakune Rail Conservation Area**

The Horopito-Ohakune Rail Conservation Area runs perpendicular to the North Island Main Trunk Railway line between the townships of Ohakune and Horopito. The area loosely follows an old walking track around the foothills of the Rongokoupo and Raetihi Ranges that connected Waimarino to Rangataua.

In traditional times, Rongokoupo and Raetihi had fertile forests abundant with resources. These were the hunting and gathering grounds for the descendants of Tamakana. The principle hapū, Ngāti Hinekoropango and Ngāti Kowhaikura, had three residences: two named Rongokoupo and Kakaonui were located in the Rongokoupo Ranges, and a third named Raetihi pā was in the Raetihi Range.

Birds, rats, and eels were all harvested from these lands. Near Raetihi pā is a maire tree named Rakauharuru from where birds were collected. Nearby, Ngakopanipani is a stream where whio were snared.

#### **Hukapapa Conservation Area, Part Ohinetonga Scenic Reserve, Owango Domain Recreation Reserve, and Whakapapa River Marginal Strip**

Hukapapa Conservation Area, Ohinetonga Scenic Reserve, Owango Domain Recreation Reserve, and the Whakapapa River Marginal Strip are located near the boundary of the Taurewa and Waimarino blocks in the rohe of Tamakana (one of the eponymous ancestors of Te Korowai o Wainuiārua).

Across the Whakapapa River, in the Waimarino block, Tamakana built more residences. Takapuna stood near Kakahi, Takutai and Owango stood in close proximity to the Ohinetaonga Scenic Reserve and Owango Domain Recreation Reserve, and Pahauti stood at the confluence of the Whakapapa River and Piopotea stream inside and around the Hukapapa Conservation Area and near the Whakapapa River Marginal Strip.

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#### **Kawautahi Scenic Reserve**

The Kawautahi Scenic Reserve lies eleven kilometres west of Owhango. There was a small lake in the reserve.

The Tamakana people lived near here and avoided this lake because a ferocious taniwha lived within it. This taniwha lived on large flocks of kereru, that fed on the giant miro trees surrounding the lake.

In 1892 a surveyor from Taumarunui visited the lake with three Māori men who were descendants of Tamakana. Tamakana korero records how the party was attacked by the Taniwha, and although they were injured, survived.

#### **Mangapaka Conservation Area, Mangapaka Scenic Reserve, Part Matirangi Conservation Area**

Matirangi Conservation Area, Mangapaka Scenic Reserve, and Part Mangapaka Conservation Area are large areas that straddle both sides of the extreme western boundary of the Te Korowai o Wainuiārua rohe. This boundary follows a straight line between two ancestral pou (post) named Tamahaki and Rangitengaue.

The associations of Te Korowai o Wainuiārua with this area begin in the time of the eponymous ancestor, Tamahaki, who lived with his people along this western boundary at a place called Omapu. When they were attacked and besieged by another hapū, Tamahaki sent his son Tukapupapa to Puketapu for reinforcements. Tukapupapa roused a fighting force and returned to Omapu, prompting the besieging hapū to retreat. Tamahaki pursued them and engaged the retreating hapū at a number of points, which were subsequently named for the fallen enemy chief who died there: Kaieto, Ruakiore, and Rakauoteatua.

Although the areas described in this narrative are situated in the Taumatamāhoe and Whitianga blocks, 'Tieketingiora' is the old name for the whole district from the Whanganui River to Rimuputa and the Raekohua Streams. 'Tieketingiora' comes from a hill and settlement belonging to Tamahaki and passed down to his descendants who used to watch for war parties from that hill.

Another important association Te Korowai o Wainuiārua have to this area is through the influential Ngāti Kahukurapango, Ngāti Ruru, Ngāti Taipoto chief, Taumatamahoe Te Hai, whose main residence was at Utapu near the banks of Te Wainuiarua (the Whanganui River). His influence extended from the Whanganui River to the western boundary of the Te Korowai o Wainuiārua rohe, and then to Rakauoteatua and Omapu. The main walking track from Utapu to Tongaporutu and Tiekemanuka in Taranaki, which passes through the Whanganui River watershed line, is named after him: the Taumatamāhoe Track.

Taumatamahoe was a staunch adherent of Pai Mārire which was heavily involved in the New Zealand Wars. He was instrumental in putting up the aukati (boundary) line preventing Crown access into the upper Whanganui River. The aukati started on the Whanganui River below Utapu, then ran inland to the Taumatamāhoe Track following it to Rakauoteatua and onto

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Te Matai. The aukati was maintained well past the end of the New Zealand Wars through to the mid-1880s.

Additionally, when Rangihuatau applied to the Native Land Court for a title hearing to a block of land, he named it 'Taumatamāhoe' after Taumatamahoe Te Hai.

#### **Mangatiti Conservation Area, Taheke Conservation Area**

Mangatiti literally means 'the river of titi (mutton-bird)', an important kai source in traditional times. Titi are a migratory bird that used to return each year to breed at the Mangatiti Valley. The valley comprises the Mangatiti Conservation Area, and Taheke Conservation Area.

The hapū at Mangatiti and Taheke are Ngāti Matakaha, Ngāti Tamakana, and Ngāti Tauengarero (Ngāti Ruru). There are a number of ancient walking tracks that were used extensively by Tamahaki hapū to connect with Taranaki peoples and resources, especially during the Taranaki Wars.

The Mangatiti Landing has always served as a docking place for waka, and early Pākehā settlers took advantage of its position as a staging point to supply goods to farmers living up the valley.

The huge river flats along the Mangatiti River were planted out with kūmara cultivations. Stones were used to mark each garden, some of which are still in place today. Further upstream there was once a campsite on the peninsular between the Mangatiti and Waipapa Streams.

At the headwaters of the Mangatiti up the Waipapa Stream is a tributary named Taipo Stream. This is a wāhi tapu named after Taipo, the ancient kaitiaki who resides there.

#### **Part Ngā Roto-o-Rangataua Scenic Reserve**

Rangataua was a large settlement located at the southern edges of Ruapehu near two lakes, Rangatauanui and Rangatauaiti. Rangataua consisted of multiple kāinga that were home to numerous hapū who resided there seasonally.

At the Waitangi Tribunal's Whanganui District Inquiry in 2008, Matiu Haitana, a descendant of Uenuku, Tamakana and Tamahaki, described how residents lived at Rangataua seasonally, cultivated flat land, harvested kaka, kereru, kiwi, weka and kiore from ngahere, and fished for eel in local waterways.

Other kāinga located near the lakes were Hiwihui, Ohakune, Wharepapa, Hoemaru and Umumore.

#### **Part Rangataua Conservation Area**

Te Rere a Parekura, also referred to as the Battle of Pakiaka, was fought between Ngāti Ruakopiri and a neighbouring iwi, and took place shortly after the marriage of the Ngāti Ruakopiri ancestress Mapihi to Tuwharekino. The site of the battle took its name after the many chiefs who perished in the conflict. Tensions grew between Ngāti Ruakopiri and a



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neighbouring iwi over the planting of potatoes in land to the south-west of Rangataua. Following an attack at a local kainga, a retaliatory war party travelled to Karioi to exact utu.

The conflict at Karioi resulted in the deaths of all the Ngāti Ruakopiri inhabitants except for some old and young men who were taken prisoner. Consequently, several more battles occurred between the iwi as Ngāti Ruakopiri peoples sought the return of their loved ones.

The land at Rangataua, therefore, is of sacred significance to the people of Te Korowai o Wainuiārua after the massacre of their tangata whenua by an enemy party.

#### **Raukawa Scenic Reserve**

The Raukawa Scenic Reserve is located on the eastern shores of the Mangawhero River, about 28 kilometres south of Raetihi, and approximately 16 kilometres north of the Ōtoko Marae. From the Mangaetūroa Stream with Maunga Karewarewa and Ngararakauwhakarara with an elevation 600m to the west. Carrying on down Mangaetūroa Stream passed Waipuna on to Tanupara through the valley reaching a gorge 300m in height continuing on to the mouth of the Mangaetūroa into the Mangawhero below Orerore and on to Raukawa (Ruakaua) Falls following on down to Kakatahi. There is a large and beautiful waterfall on the Mangawhero River next to the Reserve.

Carrying on down Mangaeturo stream pass Waipuna on to Tanupara threw the valley reaching a gorge 300m in height continuing on to the mouth of Mangaeturo into the Mangawhero below Orerore and on to Raukawa (Ruakaua) falls following on down to Kakatahi. Pa tuna (Tunariri) were harvested there where holes (Pārua) were dug into the (pāpā) clay and covered with fern to store Tunariri.

The Raukawa waterfall is a favourite place for our people to catch eels, since ancient times through to today.

#### **Part Rotokahu Scenic Reserve**

Rotokahu is a lake situated inside the Waimarino block at the headwaters of the Waikauwau Stream, a tributary of the Retaruke River.

The hapū at Rotokahu include Ngāti Atamira, Ngāti Maringi, Ngāti Kahukurapango, and Ngāti Ruakopiri.

The lake was an important site for cleansing rituals after battle. Returning war parties would stop at Rotokahu to cleanse their weapons in the 'wai tapu' (sacred waters) before returning home to their settlements.

Rotokahu is surrounded by large hills, one of which housed the location of a traditional drum or pahu. This was one of a number of pahu located on hill tops in strategic positions throughout Te Korowai o Wainuiārua's traditional rohe. Collectively they formed a grid and network that was utilized for communicating over vast distances.

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### 3: DEED OF RECOGNITION

In the early 1800s, Whanganui was invaded and the tauā headed upriver. The pahu were activated alerting the upper river tribes. By the time the tauā reached Kaiwhakauka, the upper river hapū and allies had gathered on mass and defeated the invading party. Such was the effectiveness of the ancient pahu communication network.

#### Part Tāngarākau Forest Conservation Area

The Tangarakau Conservation Area includes the Taumatamāhoe and Whitianga blocks, and the Tangarakau and Heao Rivers. Over time, the Tangarakau and Heao rivers have created an extensive valley system that have provided sanctuary and sustenance for Te Korowai o Wainuiārua over many generations.

A particularly resource-intensive area with bountiful resources, these valley supported a number of settlements. Some were built on the river flats while others, particularly fighting pā, were built on the hills and ridgelines around the rivers.

This area was a place of refuge for Pai Mārire during and after the New Zealand Wars.

#### Putikituna

Putikituna is an old settlement located on a peninsular where the Putikituna Stream runs into the Tangarakau River. The name 'Putikituna' is also attributed to a maunga across the Tangarakau River. Takarangī was the last known ancestor to take up residence at Putikituna.

Although when TW Downes visited Putikituna in 1900 the settlement was abandoned, he described it as 'the largest of several former native settlements on the Tangarakau River'.

#### Waikauia

On a large flat space below the Waikauia hill, lay Waikauia kainga. According to the nineteenth century rangatira, Taiwiri Toho:

*Waikauia was the settlement on this land. The remains of them are still there. You can see the flax and fighting pa there now. Ngamahanga is a hill near Waikauia, it is a Miro tree, and it belonged to my parents. I have seen it being used by my father and his children and by my uncles. They also got eels in the Te Maunga (Mauku) stream which runs into Kohouratahi. This is west of the Tangarakau River. It is near the Wairere settlement near Waikauia. Otamakaiwaewae is a burial ground. My mother is buried there and some of her children.*

Cultivations were planted at Waikauia, and along both sides of the Tangarakau River. The traditional crops were aruhe, harakeke, and potatoes. After the arrival of Pākehā, corn, wheat and apple trees were planted. Store houses were built to contain the kai harvested on the land.

#### Other Settlements and Resources

Other settlements associated with Te Korowai o Wainuiārua located on the Tangarakau and Heao Rivers include Whakapakirangi, Otunui, Takutaiotekura, Mangaone, Ohakari,

## DOCUMENTS

### 3: DEED OF RECOGNITION

Whakangaehē, Whataaruhe, and Matawharou. Many of these settlements were established in the time of Rangitengaue.

Ngāti Hinekura, Ngāti Hinerua, Ngāti Pare, Ngāti Rangi, Ngāti Ruru, Ngāti Taipoto, and Ngāti Tuawhiti lived in this area. All of these hapū, with the exception Ngāti Ruru, are descended from Tamahaki.

Abundant with kai, other resources from this area included coal, flax, and trees for making waka. Takutaiotekura was the name of a waka and settlement belonging to Hori Pātene

#### **Taunoka Conservation Area**

The 247-hectare Taunoka Conservation Area lies 3 kilometres west of Pipiriki and the Whanganui River, and shares a border with the Whanganui National Park and Taunoka Station. It consists primarily of native forest with a small amount of pasture-land.

The Taunoka Conservation Area also includes some of the Whakaihuwaka block. Tamatuna and Taurira's son, Tamahaki, was born in the Taunoka Conservation Area, an event celebrated in the naming of the stream, Te Mimi o Taurira.

Kainga near the Taunoka Conservation Area include Pipiriki, Te Ao Marama, and Te Pooti.

An old walking track from Pipiriki to Waitōtara crosses the Taunoka Conservation Area, and was used by the hapū of Tamahaki travelling to Ngamatapouri and further on into the Waitōtara River Valley. The track was also a vital connection between the people of Waitōtara and the Whanganui River. Old maps show the walking track passing two small lakes of high cultural significance to Tamahaki, and through the high point of Okoroa (which is within the Taunoka Conservation Area).

#### **Tupapakurua Conservation Area, and Waimarino Scientific Reserve**

Erua Forest is a large area covering a number of traditional land blocks and conservation areas along State Highway 4 between Horopito and National Park. It includes Part Erua Conservation Area, Tupapakurua Conservation Area, and the Waimarino Scientific Reserve. For the hapū of Te Korowai o Wainuiārua, this area is considered one of their 'heartlands'.

Some of the forest in this area is exceptionally important to iwi. For example, in 1973 when the Waimarino Scientific Reserve was gazetted, it was described as:

*... probably the only remaining area where a stand of this unusual [admixture of Kaikawaka (some exceptional specimens), dense Mountain toatoa, and Silver, Pink and Bog Pines] can be reserved.*

Erua Forest is named from the Erua block, which is the area located on the north west side of Hauhungatahi (Puketiti) between the Makatote and Mahuia Streams. It includes all the land from the edge of the ngahere (forest) on the face of Hauhungatahi (Puketiti), down and across the expanse of the Waimarino plains, to the headwaters of the Retaruke and Whakapapa Rivers.

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### 3: DEED OF RECOGNITION

Erua is a shortened name for Ngātokoerua. There are two explanations for the meaning of the name which reflect the ancient history of Te Korowai o Wainuiārua: the first and most common explanation is that two trees were grown at Erua in recognition of two kuia, Maringiringi and Ringirangi, and they marked out the meeting place where tribes used to converge for important tribal and inter-tribal meetings. The second explanation is that the full name is 'te tokotoko o ngā roimata e rua nō Ranginui', which means 'the staff/rod formed by the two teardrops from Ranginui'. This name relates to the first rains to fall onto this land. Ngā roimata e rua (the two teardrops) were given to Ruapehu as companions, from where they form the two rivers, Te Awatipua (Whanganui) and Waikato. Moreover, where the first teardrop fell appeared the half-rainbow, Uenuku. Others describe how Erua is also home to the Tūrehu, or fairy people.

Erua is a place of importance to all the Tamakana hapū. There are multiple sites of significance within Erua Forest, including kāinga, urupā, walking tracks, lakes, springs, caves and other wāhi tapu.

Today, a number of walking tracks around Erua are still used by hunters, trampers, and cyclists. For example, the Kurua (Tupapakurua) track enters the Waimarino Scientific Reserve at National Park and follows the Tupapakurua Stream to the Upper Retaruke River. Another track follows the Waimarino Stream down to the Makatote River, which it crosses four times before meeting the Manganuiateao River. A third, Fishers Track, begins at Cuff Road and connects to Kaitieke and Raurimu.

There were three kāinga near the Mangaturuturu River: Whaitiri, Oneroa, and Oihenga (located at the mouth of this river). All three kāinga were temporary residences that were occupied when Te Korowai o Wainuiārua hapū gathered resources from surrounding areas. Kiore, weka, kiwi, kākāpō, and tuna in particular were harvested and transported to the Manganuiateao valley and other principal kāinga to be eaten.

Whaitiri is also located where State Highway 4 crosses the Mangaturuturu River. It is marked by a pile of rocks which also indicate the site of an urupā, one of many along this stretch of the highway between Horopito and Hukapapa Scenic Reserve.

#### **Waitōtara Waitōtara Forest Conservation Area**

The 27,120-hectare Waitōtara Conservation Area is located to the west of the Whanganui River, and borders the Whanganui National Park to the north. The area includes mostly native forest.

The Waitōtara Conservation Area is also situated across the Kaitangiwhenua, Mangaotuku, Rawhitiroa, and Whakaihuwaka blocks. Much of the area lies within a boundary defined at a hui in Kaipo in 1895.

Tamahaki have several important pou that delineate a boundary through the Waitōtara Conservation Area, including Karikarirua, Matemateaonga, Omaru, Puniwhakau, Rakautiti, and Rangitautahi. These pou were often placed at strategic positions along walking tracks.

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### 3: DEED OF RECOGNITION

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There are also a number of ancient walking tracks that traverse the Waitōtara Conservation Area. These tracks were used extensively by Tamahaki hapū to connect with Taranaki peoples and resources, especially during the Taranaki Wars.

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**4. PŌKĀKĀ ECOSANCTUARY VISION STATEMENT**

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### 4: PŌKĀKĀ VISION STATEMENT

#### PŌKĀKĀ ECOSANCTUARY VISION STATEMENT

##### Te Manu Mātārae

by Nā Leon Blake 2006

Tērā te wā kapi ai te waonui a Tāne  
I te manu tātāriki, I te manu mātārae  
Tihoihoi ana te kōwetewete mai a matiti  
Tawetawe ana te kōkitanga o te kōpara

There was a time when the forest was filled  
with the leading birds, those that lead the flock  
resounding was the talk between the birds  
as was the call of the bellbird

Nō te rerenga o te manu kātua  
Tūtakarerewa ana te manu pīkari,  
Katīneinei  
Kua ngū te wheko o te māra a Tāne  
Kua mū te reo korihi, te korokī

when the parent birds passed on  
the young birds were left in disarray, in  
confusion  
the voice of Tāne has been silenced  
the voices of our kuia and koroua no longer  
heard

Pūkatokato ana te ngākau o tangata  
Kōrengarenga ana te puna roimata  
Whakangaeke ana te poho o tangata  
Ka areare koā te rua o Puanga  
Tiaho mai I te uma o Ranginui

our hearts are overcome with grief  
the pool of tears overflows  
lacerated are our bosoms with the grief  
Puanga is open wide to our dead  
Shine down from the bosom of Ranginui

Uuuu ...

Uuuu....

Moe mai rā e ngā manu tāiko  
Ki muri rā, ki Te Pūtahi-nui-a-Rehua  
Ki Haumua  
Ehara kē tō mate I te mate a marama  
Ehara I te tī e wana ake

Rest oh aristocratic birds  
To the north, to Te Pūtahi-nui-a-Rehua  
To Haumua  
Your death is not like the death of the moon  
It is not like the cabbage tree that grows again

Pūkatokato ana te ngākau o tangata  
Kōrengarenga ana te puna roimata  
Whakangaeke ana te poho o tangata  
Ka areare koā te rua o Puanga  
Tiaho mai I te uma o Ranginui

our hearts are overcome with grief  
the pool of tears overflows  
lacerated are our bosoms with the grief  
Puanga is open wide to our mate  
Shine down from the bosom of Ranginui

##### Aspirations for an ecosanctuary and environs

The area now known as Pōkākā was named long ago by Te Korowai o Wainuiārua tupuna, because of the sheer abundance of kākā (Nestor meridionalis) that once occurred there. The kōrero says that during harvest times, the abundance of manu (native birds) in the trees was so dense they blocked the sun from shining through to the forest floor. Hence Pōkākā, a darkness caused by the abundance of the kākā. Today, sadly, kākā are now almost extinct in the region, and the forests of Pōkākā possess a fraction of the manu they once did. However, the establishment of a new ecosanctuary at Pōkākā, together with a dedicated predator-control plan, would mean that kākā and other birds will once again flourish across Pōkākā, Waimarino and Tongariro.

Te Korowai o Wainuiārua believe they have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage the whenua and biodiversity of their traditional lands. Te Korowai o Wainuiārua have cultural, spiritual, traditional and historic associations with

## DOCUMENTS

### 4: PŌKĀKĀ VISION STATEMENT

the Pōkākā area and surrounding environs, its waters, associated land and flora and fauna. They believe they have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tūpuna. The continued recognition of the descendants of Uenuku, Tamakana and Tamahaki, and their traditions and status as kaitiaki of this site is integral for the iwi and hapū of Te Korowai o Wainuiārua in maintaining their cultural identity and competency.

Te Korowai o Wainuiārua seeks to establish an ecosanctuary with surrounding management zones which can bring together tikanga and traditional practices with the best scientific conservation practices based on sound research. The sanctuary would seek to restore habitat and the biodiverse forest resources that once existed and were valued by previous generations. The ecosanctuary will seek to restore the traditional habitats and bio-diverse forest resources but also support the urgent need for the breeding, reintroduction, and conservation of the highly endangered, if not lost, local taonga fauna and flora species.

The Te Korowai o Wainuiārua vision for the Pōkākā ecosanctuary is for a viable, sustainable ecosanctuary and restoration zones where not only the uri of Wainuiārua can reclaim and reconnect with their lands, but New Zealanders and international manuhiri can visit, learn, explore and celebrate a unique environment.

Te Korowai o Wainuiārua will seek to work with the Department of Conservation to establish a best management practice management plan for the wider area within which the ecosanctuary may be established. Te Korowai o Wainuiārua will also seek to work with the local community and landowners to enhance the outcomes of an ecosanctuary.

#### **Potential national significance of a Pōkākā sanctuary**

##### **Unique ecosanctuary**

The proposed ecosanctuary will also stand out among New Zealand's existing ecosanctuaries. No ecosanctuary currently exists in the North Island central plateau. Ecologically too, the habitat type of Ngātokoerua is under-represented by New Zealand's existing ecosanctuaries.

##### **Strategic locality**

The region of the proposed ecosanctuary is geographically strategic due to several factors.

First, Te Iho (the proposed core of the ecosanctuary located at the confluence of the Makatote and Manganui a te ao rivers) is extremely accessible, occurring immediately to the west of State Highway 4. Second, Te Iho, is surrounded by river valleys, naturally isolating it from nearby habitats. Third, Te Iho is surrounded by an extensive, and diverse mosaic of protected habitats (most of which is comprised of the Erua Conservation Area (to be reclassified as a scenic reserve named Ngātokoerua scenic reserve)) comprising old-growth podocarp-broadleaf forest, regenerating forest, riverine habitats, and wetlands. Fourth, the centralised location of Pōkākā and nearby reserves, mean they provide an essential corridor linking the extensive podocarp-beech forests of Murumuru, Taheke and Whanganui in the west with the unique tephra ecosystems of Tongariro in the east. Fifth, and last, Te Iho and the Erua Conservation area are themselves of significance, as they occur within one of the last remnants of the volcanic-plains podocarp-broadleaf forest that surrounded the Taupo Volcanic Zone.

The Ngātokoerua region comprises a mosaic of nature of raised forest terraces, steep valleys, wetlands, and rivers. On a wider aspect, the Ngātokoerua region itself lies across a zone of transition between the lahar-floodplains, alpine shrublands and beech forest to the east and the sedimentary-rock, hill-country podocarp-broadleaf forests of the Whanganui catchment to the



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### 4: PŌKĀKĀ VISION STATEMENT

west. These factors mean that the Ngātokoerua region should therefore be naturally, biologically diverse and capable of being inhabited by species characteristic of either region or each habitat. In addition, the Ngātokoerua region is itself a narrow junction that links the forests of the Tongariro and eastern North Island ranges in the east (e.g. Kaimanawa, Kaweka, Ruahine and Te Urewera) with the forests of Whanganui and the Waikato in the west. Overall, these factors mean that the proposed Pōkākā ecosanctuary will permit a greater degree of species-dispersal between major ecological regions that at present, and itself be open to colonisation by a broad diversity of species already present in Tongariro and Whanganui forests. Further, new and thriving populations formerly rare or absent species such as kaka in the Pōkākā ecosanctuary, means these same species can subsequently disperse to and repopulate extensive wilderness areas immediately to the east or west.

The transformation of this area into the Pōkākā ecosanctuary, combined with a new management plan for the area would have a resounding impact for conservation for Aotearoa. This ecosanctuary will provide a haven for a many species, some of which have disappeared from the area long ago, which can subsequently populate and enrich a diversity of high-quality habitats nearby. Furthermore, this ecosanctuary can help to ensure ongoing connectivity between large regions of Aotearoa and its unique environments and help to preserve a unique piece of Aotearoa's natural heritage.

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5. CROWN MINERALS PROTOCOL

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### 5: CROWN MINERALS PROTOCOL

**PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH TE KOROWAI O WAINUIĀRUA BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS**

#### 1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between the trustees of the Te Korowai o Wainuiārua Trust (**Governance Entity**) and the Crown (the **Deed of Settlement**), the Crown agreed that the Minister of Energy and Resources (**Minister**) would issue a Protocol (the **Protocol**) setting out how the Ministry of Business, Innovation and Employment (the **Ministry**) will consult with the Governance Entity on matters specified in the Protocol.
- 1.2 Both the Ministry and Te Korowai o Wainuiārua are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the **Act**) requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that Te Korowai o Wainuiārua Trust is the governance entity for Te Korowai o Wainuiārua and represents Te Korowai o Wainuiārua.
- 1.5 Te Korowai o Wainuiārua are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

#### 2 BACKGROUND

##### Te Korowai o Wainuiārua

- 2.1 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
- 2.2 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
- 2.3 Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
  - (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain

## DOCUMENTS

### 5: CROWN MINERALS PROTOCOL

commercial development of these resources and ensure strong industry relationships for economic growth.

- (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
  - (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.
- 2.4 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
- 2.5 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.
- 2.6 This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

#### **Te Korowai o Wainuiārua Statement of Values**

- 2.7 Every relationship is sourced in the values we have inherited from our tupuna. These will be expressed by the values:
- (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
  - (b) **Mana Tīpuna:** denotes the element of respect for the way we carry forward the legacy of our Tīpuna. This interacts with Mana Tāngata as an inherited value.
  - (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
  - (d) **Whakapapa:** the overall value that defines who we are and our links back to the Atua.
  - (e) **Taonga:** the value defining what we treasure – what is precious to us.
  - (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
  - (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tīpuna.

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### 5: CROWN MINERALS PROTOCOL

- (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
- (i) **Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.
- (j) **Kaitiakitanga.** Kaitiakitanga requires engagement in governance, management and operations and includes the:
- i right to maintain and control our environment according to our own established practices;
  - ii right to interact with our environment in a manner consistent with our tino rangatiratanga;
  - iii legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and
  - iv support for the purity, potency and integrity of our natural environment.
- 2.8 A key grievance of Te Korowai o Wainuiārua is the loss and degradation of their taonga: their mountains, lands, pā, wāhi tapu and other places of significance, lakes, wetlands, rivers and coast, through the actions or inaction, of the Crown.
- 2.9 Te Korowai o Wainuiārua initially aspired to the return of all their land that was taken from them. However, the Crown retains little land in their rohe other than land held for conservation purposes, but for the most part this land was not available to them as redress under their Treaty settlement.
- 2.10 Te Korowai o Wainuiārua wish to establish an ongoing and active partnership between Te Korowai o Wainuiārua and the Crown in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoā, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in their rohe reflecting not only the significance of those resources and their restoration and protection to Te Korowai o Wainuiārua, but also the wider public interest in the enjoyment and conservation of those resources.
- 2.11 Te Korowai o Wainuiārua wish to enter into a true Treaty based partnership with the Crown in relation to the management of the land, forest, waterways and resources within Te Korowai o Wainuiārua rohe.
- 2.12 This Agreement is intended to assist with the reconnection of Te Korowai o Wainuiārua to the management and care of their traditional lands and resources.
- 2.13 The Partners intend to establish and maintain a positive, collaborative and enduring partnership that gives effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi as recognised by section 4 of the Crown Minerals Act 1991 (“All persons exercising functions and powers under this Act shall have regard to the principles of the Treaty of Waitangi (Te Tiriti of Waitangi)”).
- 3 PURPOSE OF THIS PROTOCOL**
- 3.1 With the intent of creating a constructive relationship between Te Korowai o Wainuiārua and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 3.2 The Governance Entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

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### 5: CROWN MINERALS PROTOCOL

#### 4 OWNERSHIP OF MINERALS

- 4.1 Te Korowai o Wainuiārua assert that, traditionally and according to customary law, Te Korowai o Wainuiārua owned and used the mineral resources and taonga in their rohe.
- 4.2 Te Korowai o Wainuiārua assert that they maintain in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the minerals in their rohe.
- 4.3 Te Korowai o Wainuiārua record that they consider their ownership, management and control of such minerals has been expropriated by the Crown and that this is a serious Treaty breach with implications that are still being felt.
- 4.4 The Crown asserts ownership of minerals under the Act and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Act provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Act reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of minerals in the Protocol Area is prescribed under the Act.

#### 5 PROTOCOL AREA

- 5.1 This Protocol applies to the area shown on the map in Attachment A and does not go beyond the sovereign territory of New Zealand.

#### 6 TERMS OF ISSUE

- 6.1 This Protocol is issued pursuant to section [ ] of [ ] (the Settlement Legislation) that implements clause [ ] of the Te Korowai o Wainuiārua Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 6.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

#### 7 CONSULTATION

- 7.1 The Minister will ensure that the Governance Entity is consulted by the Ministry:

##### **New minerals programmes**

- (a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

##### **Petroleum exploration permit block offers**

- (b) on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with the Governance Entity on these proposals over the consultation period set out in the relevant minerals programme;

## DOCUMENTS

### 5: CROWN MINERALS PROTOCOL

#### Other petroleum permit applications

- (c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 7.1(b);

#### Amendments to petroleum permits

- (d) when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

#### Permit block offers for Crown owned minerals other than petroleum

- (e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

#### Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 7.1(e) or where the application relates to newly available acreage;

#### Newly available acreage

- (g) when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

#### Amendments to permits for Crown owned minerals other than petroleum

- (h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

#### Gold fossicking areas

- (i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

7.2 Each decision on a proposal referred to in clause 7.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

## 8 IMPLEMENTATION AND COMMUNICATION

8.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 7.1. The Ministry will consult with the Governance Entity in accordance with this Protocol if matters described in clause 7.1 of this Protocol may affect the interests of Te Korowai o Wainuiārua.

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### 5: CROWN MINERALS PROTOCOL

- 8.2 For the purposes of clause 7.1, the basic principles that will be followed by the Ministry in consulting with Te Korowai o Wainuiārua in each case are:
- (a) ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
  - (b) providing the Governance Entity with sufficient information to make informed decisions and submissions;
  - (c) ensuring that sufficient time is given for the participation of the Governance Entity in the decision-making process and to enable it to prepare its submissions; and
  - (d) ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind and will genuinely consider the submissions of Te Korowai o Wainuiārua.
- 8.3 Where the Governance Entity has requested that land be excluded from a permit, or that activities within certain areas be subject to additional requirements, the Minister will consider and make a decision on the request. The Governance Entity must be informed in writing of the Minister's decision.
- 8.4 Face to face meetings will be held if mutually agreed by the parties such agreement not to be unreasonably withheld. The parties will jointly confirm the meetings and their agenda and location.
- 8.5 The Ministry will seek to fulfil its obligations under this Protocol by:
- (a) maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
  - (b) as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol;
  - (c) nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Protocol;
  - (d) providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this Protocol;
  - (e) discussing with the Governance Entity concerns and issues notified by the Governance Entity about this Protocol;
  - (f) as far as reasonably practicable, providing opportunities for the Governance Entity to meet with relevant Ministry managers and staff;
  - (g) where relevant and reasonably practicable, providing opportunities for the Governance Entity to meet with the Minister and Chief Executive;
  - (h) where relevant and reasonably practicable, informing other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
  - (i) including the summary of the terms of issue relating to this Protocol in the relevant minerals programmes when these are issued.

## 9 EXCLUSION OF AREAS OF PARTICULAR IMPORTANCE TO TE KOROWAI O WAINUIĀRUA

- 9.1 The Crown has responsibilities in relation to active protection. As a result of the consultation specified in clause 7, the Governance Entity may request that defined areas



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### 5: CROWN MINERALS PROTOCOL

of land of particular importance to Te Korowai o Wainuiārua are excluded from the operation of a minerals programme or shall not be included in any block offer or permit.

#### 10 EFFECTS ON THE TE KOROWAI O WAINUIĀRUA INTERESTS IN RELATION TO CROWN OWNED MINERALS

- 10.1 The Minister and Secretary will consult with the Governance Entity on any policy or legislative development or review in relation to the administration of minerals which may affect the Te Korowai o Wainuiārua interests in relation to Crown owned minerals in the Protocol Area or this Protocol.
- 10.2 The Minister and Secretary will consult with the Governance Entity on any of the Ministry's Crown owned minerals operational activities which may affect policy or legislative development or review in relation to the administration of minerals which may affect Te Korowai o Wainuiārua interests in relation to Crown owned minerals in the Protocol Area or this Protocol.
- 10.3 Notwithstanding clauses 10.1 and 10.2 above, the Minister and the Chief Executive and the Governance Entity may meet to discuss the Te Korowai o Wainuiārua interests in relation to Crown owned minerals in the Protocol Area as part of the meetings specified in clause 8.4.

#### 11 INFORMATION SHARING

- 11.1 The Ministry will make available to the Governance Entity all existing information held by the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Protocol.
- 11.2 The obligation in clause 11.1 does not apply to information that the Ministry is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the grounds set out under the Official Information Act 1982 or Privacy Act 1993.
- 11.3 The Minister and Secretary will make available to the Governance Entity the names and contact details of all relevant permit holders.

#### 12 REVIEW AND AMENDMENT

- 12.1 The Minister, Secretary and the Governance Entity agree that this Protocol is a living document which should be updated and adapted to take account of future developments.
- 12.2 A review of this Protocol may take place at the request of either party.
- 12.3 See the Terms of Issue in Attachment B for the provisions related to cancellation and amendment.

#### 13 DISPUTE RESOLUTION

- 13.1 If one party considers that there has been a breach of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:
  - (a) within 15 working days of being given written notice, the relevant contact person from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
  - (b) if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 13.1(a), the Chief Executive and the nominated

## DOCUMENTS

### 5: CROWN MINERALS PROTOCOL

representative of the Governance Entity will meet to work in good faith to resolve the issue; and

- (c) if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 13.1(a) and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the Governance Entity will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

#### 14 DEFINITIONS

14.1 In this Protocol:

**Act** means the Crown Minerals Act 1991 as amended, consolidated or substituted;

**Chief Executive** means the Chief Executive of the Ministry of Business, Innovation and Employment;

**Crown** means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

**Crown owned minerals** means any mineral that is the property of the Crown;

**Deed of Settlement** means the Deed of Settlement dated [ ] between the Crown and Te Korowai o Wainuiārua;

**Mineral** means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945;

**Minister** means the Minister of Energy and Resources;

**Ministry** means the Ministry of Business, Innovation and Employment;

**Newly available acreage** is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013;

**Petroleum** has the meaning given to that term in section 2 of the Crown Minerals Act 1991;

**Protocol** means a statement in writing, issued by the Crown through the Minister to Te Korowai o Wainuiārua under the Settlement Legislation and the Deed of Settlement and includes this Protocol; and

**Te Korowai o Wainuiārua** means the meaning set out in clause [ ] of the Deed of Settlement;

**Settlement Legislation** means the Te Korowai o Wainuiārua Claims Settlement Act [ ].

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**5: CROWN MINERALS PROTOCOL**

**ISSUED ON [ ]**

**SIGNED** for and on behalf of  
**THE SOVEREIGN**  
in right of New Zealand by  
the Minister of Energy and Resources.

**WITNESS**

Name \_\_\_\_\_

Occupation \_\_\_\_\_

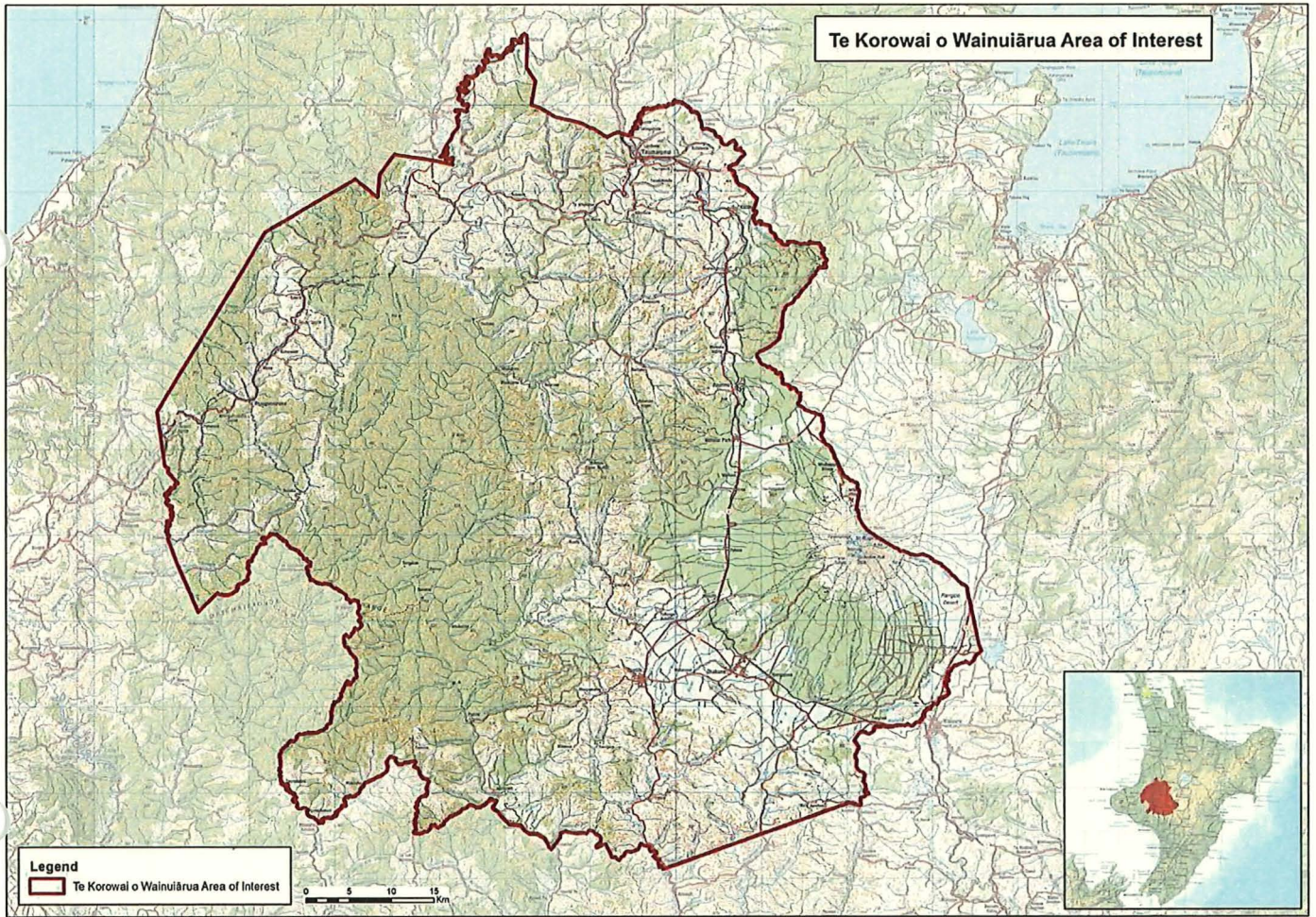
Address \_\_\_\_\_

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5: CROWN MINERALS PROTOCOL

ATTACHMENT A  
PROTOCOL AREA MAP



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### 5: CROWN MINERALS PROTOCOL

#### ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

#### 1. AMENDMENT AND CANCELLATION

- 1.1 The Minister or the Governance Entity may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and the Governance Entity.

#### 2. NOTING

- 2.1 A summary of the terms of this Protocol must be added:
  - 2.1.1 in a register of protocols maintained by the chief executive; and
  - 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;but the addition:
  - 2.1.3 is for the purpose of public notice only; and
  - 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [ ]).

#### 3. LIMITS

- 3.1 This Protocol does not -
  - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
    - (a) introducing legislation; or
    - (b) changing government policy; or
    - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section [ ]); or
  - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Te Korowai o Wainuiārua or a representative entity (section [ ]); or
  - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [ ]); or
  - 3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [ ]).]
- 3.2 In this summary of the Terms of Issue, "Governance Entity" has the same meaning as it has in the Deed of Settlement.

#### 4. BREACH

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).

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6. RELATIONSHIP AGREEMENTS

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*[Handwritten signature]*

**DOCUMENTS**

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**6.1: KIWIRAIL RELATIONSHIP KAWENATA**

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**6.1 KIWIRAIL RELATIONSHIP KAWENATA**

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6.1: KIWIRAIL RELATIONSHIP KAWENATA

11/11/2021 – Kawenata updated to include the final Area of interest map as at Nov 2021.



**Relationship Kawenata**

Between

**Te Korowai o Wainuiārua Trust**

And

**KiwiRail Holdings Limited**

[DATE]





## DOCUMENTS

### 6.1: KIWIRAIL RELATIONSHIP KAWENATA

#### Relationship Kawenata

#### 1. PARTIES

- 1.1 KiwiRail Holdings Limited (“KiwiRail NZ”) is a New Zealand state-owned enterprise responsible for rail operations in New Zealand. Trading as KiwiRail and headquartered in Auckland, New Zealand, KiwiRail is the largest rail transport operator in New Zealand; and
- 1.2 Te Korowai o Wainuiārua Trust, the post-settlement governance entity established to represent Te Korowai o Wainuiārua in its Treaty Settlement with the Crown.

#### 2. BACKGROUND

- 2.1 KiwiRail NZ operates all rail and freight carrying systems throughout Aotearoa and is a Crown entity.
- 2.2 Te Korowai o Wainuiārua are tangata whenua in the area described in the Deed of Settlement as their Area of Interest. This is shown on the map attached to this Relationship Kawenata as Appendix A. A brief summary of the Te Korowai o Wainuiārua association with the North Island Main Trunk Railway line is attached at Appendix B.
- 2.3 A map showing an urupā (burial ground), a site of historic significance to Te Korowai o Wainuiārua, is attached at Appendix C.
- 2.4 The parties have established a Rangatira ki te Rangatira relationship with a shared view to exploring mutually beneficial and collaborative opportunities.
- 2.5 The parties have agreed to enter into this Relationship Kawenata to confirm their commitment to an enduring inter-generational relationship founded on shared values and principles.

#### 3. ACKNOWLEDGEMENTS

- 3.1 Both parties acknowledge that this Relationship Kawenata is not a legally binding document, however, all parties will act reasonably and with good faith with respect to this Kawenata.

##### Kiwi Rail NZ 's acknowledgements

- 3.2 KiwiRail NZ acknowledges:
  - (a) the history of the Te Korowai o Wainuiārua people and their traditional and customary interests as tangata whenua within the Area of Interest and will ensure their management and staff will have regard to Te Korowai o Wainuiārua history, aspirations, principles and values;
  - (b) that some of KiwiRail NZ 's network is located on land of significant cultural interest to Te Korowai o Wainuiārua and includes the urupā located between the main trunk line and State Highway 4, shown in Appendix C;
  - (c) that the iwi of Te Korowai o Wainuiārua hold significant grievances about the Crown's failure to uphold its promises to Te Rohe Pōtae Māori, and the Crown's acquisition of land for the construction of the North Island Main Trunk Railway line, particularly within the Waimarino No.4 non-seller block; and that the Crown has offered a breach acknowledgement to the iwi of Te Korowai o Wainuiārua about these issues at [insert cross-reference to the acknowledgements in the deed]; and

## DOCUMENTS

### 6.1: KIWIRAIL RELATIONSHIP KAWENATA

- (d) that as an agency of the Crown, KiwiRail NZ has an opportunity to enhance the Crown's on-going relationship with Te Korowai o Wainuiārua and contribute positively to their economic and cultural development.

#### **Te Korowai o Wainuiārua acknowledgements**

3.3 Te Korowai o Wainuiārua acknowledges that:

- (a) KiwiRail NZ enter this Relationship Kawenata in the context of its existing regulatory, contractual and freight delivery obligations. Kiwi Rail NZ also has obligations to its customers and the communities they serve, and to its shareholders (the taxpayers of New Zealand).
- (b) KiwiRail NZ management and staff will have regard to Te Korowai o Wainuiārua history, aspirations, principles and values.

#### **4. OBJECTIVES - Ngā Kaupapa**

4.1 The parties intend to work together to:

- (a) lay the cornerstone for a long-standing relationship based on respect for each other's values and the principles set out below, and
- (b) provide a framework to raise and discuss future opportunities or potential issues.

#### **5. RELATIONSHIP, SHARED VALUES AND PRINCIPLES**

5.1 To the extent possible, the parties will respect and have regard to the other party's values,

- (a) recognising that the values operate in a dynamic environment;
- (b) agree that the values and principles described in this agreement will remain constant and enduring, despite any changes to organisational focus or representation.
- (c) The parties agree to promote a transparent, kanohi-ki-te-kanohi, open and collaborative relationship where information is shared, and all surprises minimised.

#### **Kiwi Rail NZ Values**

5.2 KiwiRail NZ values are summarised as:

- (a) **Manaaki / Care and Protect** - To make a sincere effort in supporting and respecting each other's objectives, expectations, and responsibilities.
- (b) **Tuuturu / Straight and True** – Acting with integrity and treating others with respect to achieve collaborative solutions.
- (c) **Kotahitanga / One Winning Team** – To promote transparent, kanohi-ki-te-kanohi, open and collaborative relationships where information is shared.
- (d) **Pārekareka / Great Customer Experiences** - By recognising that we operate in a dynamic environment, we strive to accommodate different cultural values and ways of working. In doing so, we can appropriately reflect the interests of our stakeholders to the relevant people they concern.

#### **Te Korowai o Wainuiārua vision and principles**

5.3 Three aspirational pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:

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### 6.1: KIWIRAIL RELATIONSHIP KAWENATA

- (a) **Pou Tangata:** reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
  - (c) **Pou Whenua:** reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise kaitiakitanga and rangatiratanga over wāhi tapu, the protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.
- 5.4 The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
- 5.5 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.
- 5.6 This vision and these aspirations will be reviewed and potentially amended by the Korowai o Wainuiārua Trust after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Trust following settlement.

#### **Te Korowai o Wainuiārua values - Ngā Uara**

- 5.7 As Te Korowai o Wainuiārua, we believe every relationship is sourced in the values they have inherited from their tupuna. These will be expressed by the values:
- (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
  - (b) **Mana Tīpuna:** denotes the element of respect for the way Te Korowai o Wainuiārua carry forward the legacy of our Tupuna. This interacts with Mana Tāngata as an inherited value.
  - (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
  - (d) **Whakapapa:** the overall value that defines who we are and our links back to the Atua.
  - (e) **Taonga:** the value defining what we treasure – what is precious to us.
  - (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
  - (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tupuna.

## DOCUMENTS

### 6.1: KIWIRAIL RELATIONSHIP KAWENATA

- (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
- (i) **Rautaki:** strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.
- (j) **Kaitiakitanga:** Kaitiakitanga requires engagement in governance, management and operations and includes the:
  - (i) right to maintain and control our environment according to our own established practices;
  - (ii) right to interact with our environment in a manner consistent with our tino rangatiratanga;
  - (iii) legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and
  - (iv) support for the purity, potency and integrity of our natural environment.

### 6. FUTURE OPPORTUNITIES

- 6.1 The parties agree that they will pursue opportunities to work together on issues that impact both parties and involve shared outcomes as outlined in Appendix D.
- 6.2 KiwiRail NZ will endeavour to inform Korowai o Wainuiārua Trust about projects and maintenance programmes in the Te Korowai o Wainuiārua area of interest in a timely fashion.
- 6.3 KiwiRail NZ has agreed to participate in Te Purapura o Taiao a regional environmental collective focussed on encouraging the restoration of healthy habitats, ecosystems and New Zealand's native biodiversity in the Area of Interest. The scope and operation of this collective is set out in a separate agreement, between KiwiRail NZ, Te Korowai o Wainuiārua Trust and other central and local government agencies.

### 7. GOVERNANCE

- 7.1 The parties will meet annually at a Rangatira level or at any other time or frequency as they may agree.
- 7.2 Each party is free to determine their Rangatira representatives bearing in mind the significance of this Relationship Kawenata and the mana of that person to speak for their organisation.
- 7.3 The objectives and guidelines of annual meetings are outlined in Appendix D.

### 8. IWI MANAGEMENT PLANS

- 8.1 The parties will meet to identify and discuss opportunities to further strengthen their partnership at an early stage in the preparation, review or amendment of any plans the Governance Entity has for the Agreement Area, such as iwi management plans or Mana Whakahono a Rohe (an iwi participation arrangement) developed for the purpose of the Resource Management Act 1991.
- 8.2 The Governance Entity may develop an iwi management plan that records the relationship of Te Korowai with the land within the Agreement Area, including cultural and heritage values, and the location of wahi tupuna and wahi tapu and the use of traditional resources. It is likely that this plan will include or relate to KiwiRail NZ land.
- 8.3 If requested by the Governance Entity the KiwiRail NZ will provide assistance or information that would assist the Governance Entity in the development of such management plans by way of the provision of support and information about the status

## DOCUMENTS

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### 6.1: KIWIRAIL RELATIONSHIP KAWENATA

and condition of KiwiRail NZ land within the Agreement Area, and other information held by the KiwiRail NZ that would assist the Governance Entity in preparing such plans.

#### 9. TE PURAPURA O TAIAO

- 9.1 KiwiRail NZ will participate in a multi-agency environmental collective 'Te Purapura o Taiao', focussed on enhancing the quality of the environment. The collective's purpose is to encourage restoration of healthy habitats, ecosystems and New Zealand's native biodiversity in the Area of Interest.
- 9.2 The scope and operation of the Te Purapura o Taiao collective is set out in a separate agreement between the Ministry, the Governance Entity and other relevant central and local government agencies.

DOCUMENTS

6.1: KIWIRAIL RELATIONSHIP KAWENATA

DATED

SIGNED for Te Korowai o  
Wainuiārua Trust

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Trustee signature

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Trustee signature

SIGNED for Kiwi Rail NZ  
Chief Executive –

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SIGNED: Kiwi Rail NZ kaumatua -

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SIGNED: Kiwi Rail NZ kuia

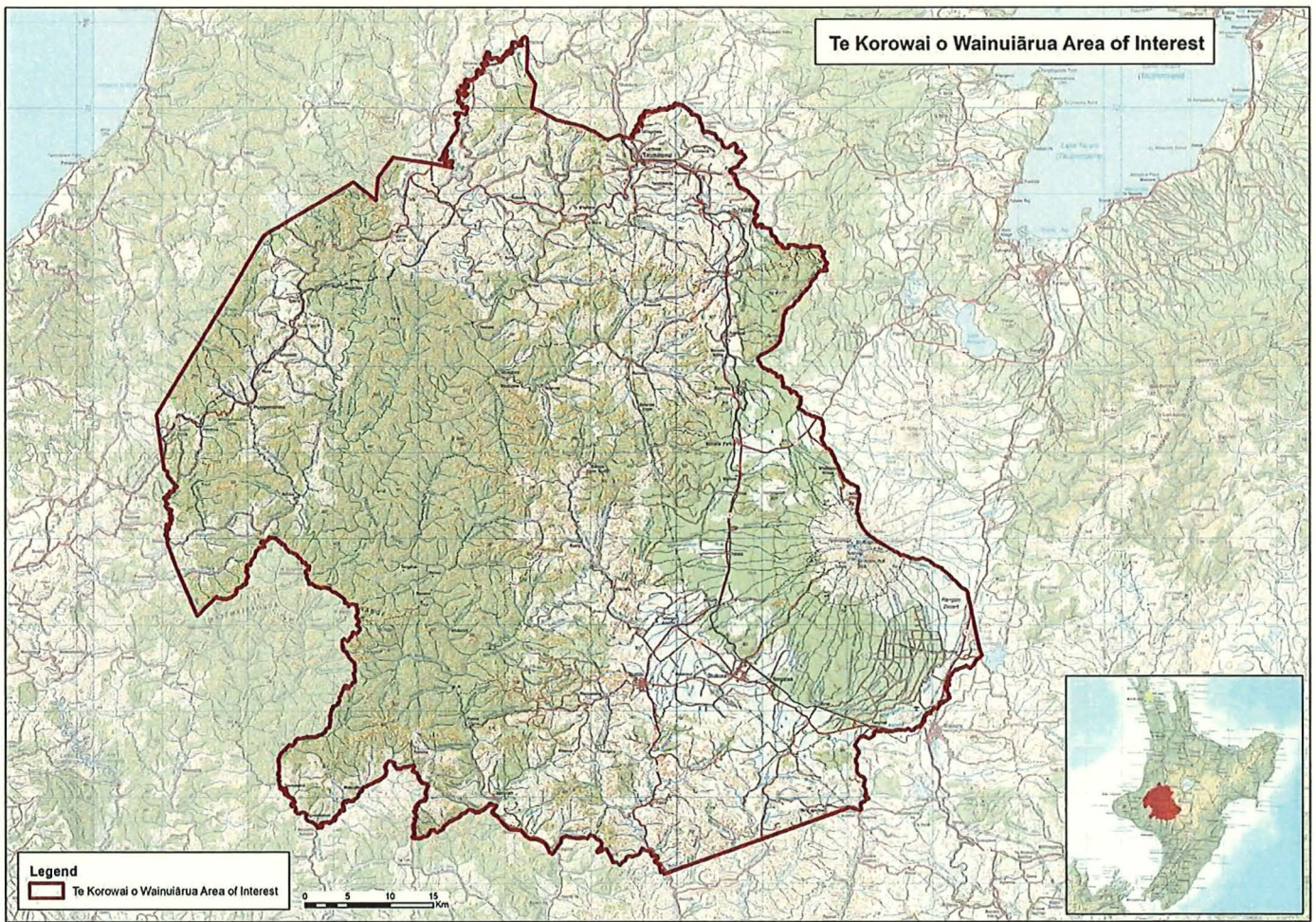
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DOCUMENTS

6.1: KIWIRAIL RELATIONSHIP KAWENATA

APPENDIX A: MAP SHOWING TE KOROWAI O WAINUIĀRUA AREA OF INTEREST



## DOCUMENTS

### 6.1: KIWIRAIL RELATIONSHIP KAWENATA

#### APPENDIX B: TE KOROWAI O WAINUIĀRUA ASSOCIATION WITH THE NORTH ISLAND MAIN TRUNK RAILWAY LINE

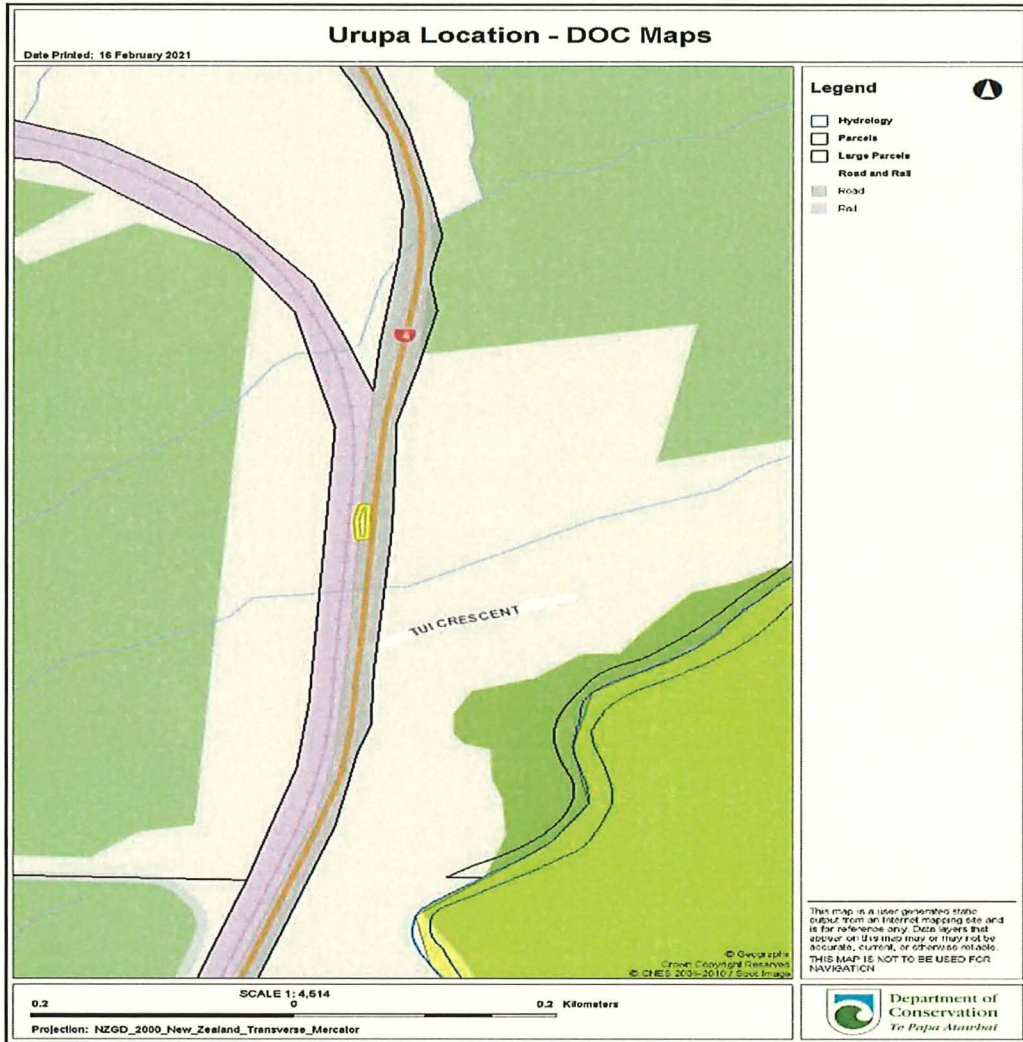
1. Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi
2. Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
3. A key grievance of Te Korowai o Wainuiārua is the loss and degradation of their taonga: their mountains, lands, pā, wāhi tapu and other places of significance, lakes, wetlands, rivers and coast, through the actions or inaction, of the Crown.
4. In 1885 the Crown began construction of the North Island Main Trunk Railway line through the rohe of Te Korowai o Wainuiārua, despite the fact the Native Minister had failed to obtain the support of Cabinet or Parliament for some of the promises made to the rangatira of Te Rohe Pōtae, including Te Korowai o Wainuiārua. Land in the Waimarino and Raetihi blocks, including the Waimarino No.4 block, was taken by the Crown for the railway under the Public Works Act 1908. Despite the owners' protests, the Crown did not pay compensation to the owners of the Waimarino No.4 block, and this breach of Te Tiriti o Waitangi/the Treaty of Waitangi is included in the Crown's acknowledgements at Part 3 of the Deed of Settlement of Historic Claims between Te Korowai o Wainuiārua and the Crown.
5. Te Korowai o Wainuiārua wish to establish an ongoing and active partnership between Te Korowai o Wainuiārua and the Crown, and Crown entities in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoa, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in their rohe reflecting not only the significance of those resources and their restoration and protection to Te Korowai o Wainuiārua, but also the wider public interest in the enjoyment and conservation of those resources.



DOCUMENTS

6.1: KIWIRAIL RELATIONSHIP KAWENATA

APPENDIX C – MAP SHOWING THE URUPA SITE BETWEEN THE MAIN TRUNK LINE AND STATE HIGHWAY 4



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## DOCUMENTS

### 6.1: KIWIRAIL RELATIONSHIP KAWENATA

#### APPENDIX D: ANNUAL MEETING OBJECTIVES AND GUIDELINES

##### **Objectives of the annual meeting:**

1. The objectives of the annual meeting are to discuss:
  - (a) the health and wellbeing of the relationship;
  - (b) the status of KiwiRail NZ projects and/or maintenance programme in the Korowai o Wainuiārua Trust area of interest;
  - (c) the status of Korowai o Wainuiārua Trust projects which may impact on the railway network and transport more generally;
  - (d) opportunities for the parties to work together on matters of shared interest;
  - (e) promoting and supporting the proposed Pōkākā eco-scantuary;
  - (f) training, networking and capability building activities in each party's area of responsibility and expertise, for example:
    - (i) Increasing KiwiRail NZ's understanding of Te Korowai o Wainuiārua history and the context of the iwi today;
    - (ii) Te Ao Māori experiences for KiwiRail NZ staff including noho marae; and
    - (iii) Assisting Te Korowai o Wainuiārua with aspirations relating to the employment and enablement of their people;
  - (g) actions that may be taken to help KiwiRail NZ Agency and Korowai o Wainuiārua Trust achieve their agreed common goals; and
  - (h) any issues of concern or other matters relevant to this Relationship Kawenata.

##### **Guidelines for the annual meeting:**

2. Meetings will be held on dates and at venues agreed to by the parties.
3. At least ten working days before each meeting, each of the parties must provide the other with a suggested list of agenda items for the meeting. Meetings will include information regarding the function of the meeting, including:
  - (a) preparing the final agenda for, and giving notice of, meetings; and
  - (b) preparing the minutes of meetings.
4. Where practical, and agreed to by both parties, a meeting held under this clause may be held in conjunction with other meetings arranged by KiwiRail NZ, such as meetings with other iwi and hapū and/or meetings regarding specific projects.
5. In addition, the parties may agree to enter into other agreements for specific KiwiRail NZ projects from time to time. These agreements may provide for Korowai o Wainuiārua Trust to meet with KiwiRail NZ on matters relating to a specific project.

**DOCUMENTS**

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**6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

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**6.2 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

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DOCUMENTS

6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

RELATIONSHIP AGREEMENT

between the

MINISTRY FOR THE ENVIRONMENT

and

Te Korowai o Wainuiārua



Ministry for the  
**Environment**  
*Manatū Mō Te Taiao*

DATE:

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## DOCUMENTS

### 6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

#### 1 PURPOSE

- 1.1 This Relationship Agreement formalises and is intended to enhance the relationship between the Ministry for the Environment (the **Ministry**) and Te Korowai o Wainuiārua through the post-settlement governance entity established to represent Te Korowai o Wainuiārua (the **Governance Entity**) and establishes a framework to enable these parties to maintain a positive and enduring working relationship.

#### 2 RELATIONSHIP PRINCIPLES

- 2.1 In implementing the Relationship Agreement, the Ministry and the Governance Entity agree to act consistently with the following relationship principles:
- (a) kia mau ki te wairua o Te Tiriti o Waitangi/uphold the Treaty of Waitangi and its principles;
  - (b) work in a spirit of co-operation;
  - (c) ensure early engagement on issues of known mutual interest;
  - (d) operate a 'no surprises' approach;
  - (e) acknowledge that the relationship is evolving, not prescribed;
  - (f) respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - (g) recognise and acknowledge that the parties benefit from working together and sharing their vision, knowledge and expertise.

- 2.2 This Relationship Agreement is intended to further enhance the existing relationships between the Ministry and the people of Te Korowai o Wainuiārua. Nothing in this Relationship Agreement displaces existing arrangements between the parties.

#### 3 TE KOROWAI O WAINUIĀRUA ASPIRATIONS AND VALUES

- 3.1 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki, whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
- 3.2 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
- 3.3 Three pou form the basis of, and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. These are:
- (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.

## DOCUMENTS

### 6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
- (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.
- 3.4 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
- 3.5 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.
- 3.6 Te Korowai o Wainuiārua have a particular aspiration to establish and manage the first iwi-led ecosanctuary to be created in New Zealand situated in part of the Erua Conservation Area known as Pōkākā. It will be promoted as a cultural and ecotourism attraction, incorporating a visitor centre and café and offering wildlife tours and guided cultural walks. It will also be a centre of excellence for mātauranga Māori inspired education. As an adjunct to the ecosanctuary, it is proposed to investigate the establishment of a nursery which would provide native plantings for both the ecosanctuary and other available land in the wider area.
- 3.7 This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

#### Te Korowai o Wainuiārua Values

- 3.8 Every relationship is sourced in the values we have inherited from our tūpuna. These will be expressed by the values outlined in the table below:

<b>Mana Atua:</b>	has the highest value because it is the basis of Wairuatanga.
<b>Mana Tūpuna:</b>	denotes the element of respect for the way we carry forward the legacy of our Tūpuna. This interacts with Mana Tāngata as an inherited value.
<b>Mana Whenua:</b>	(including Mana Moana) denotes rangatiratanga, dignity and authority.

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### 6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

<b>Whakapapa:</b>	the overall value that defines who we are and our links back to the Atua.
<b>Taonga:</b>	the value defining what we treasure – what is precious to us.
<b>Rawa:</b>	the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
<b>Tikanga:</b>	depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tūpuna.
<b>Kaupapa:</b>	seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
<b>Rautaki:</b>	is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.
<b>Kaitiakitanga:</b>	Kaitiakitanga requires engagement in governance, management and operations and includes the: <ol style="list-style-type: none"><li>1. right to maintain and control our environment according to our own established practices;</li><li>2. right to interact with our environment in a manner consistent with our tino rangatiratanga;</li><li>3. legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and</li><li>4. support for the purity, potency and integrity of our natural environment.</li></ol>

#### 4 BACKGROUND TO THIS AGREEMENT

- 4.1 A key grievance of Te Korowai o Wainuiārua is the loss and degradation of their taonga: their mountains, lands, pā, wāhi tapu and other places of significance, lakes, wetlands, rivers and coast, through the actions or inaction, of the Crown.
- 4.2 Te Korowai o Wainuiārua initially aspired to the return of all their land that was taken from them. However, the Crown retains little land in their rohe other than land held for conservation purposes, but for the most part this land was not available to them as redress under their Treaty settlement.
- 4.3 Te Korowai o Wainuiārua wish to establish an ongoing and active partnership between Te Korowai o Wainuiārua and the Crown in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoā, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in their rohe reflecting not only the significance of those resources and their restoration and protection to Te Korowai o Wainuiārua, but also the wider public interest in the enjoyment and conservation of those resources.
- 4.4 Te Korowai o Wainuiārua wish to enter into a true Treaty based partnership with the Crown in relation to the management of the land, forest, waterways and resources within Te Korowai o Wainuiārua rohe.
- 4.5 This Agreement is intended to assist with the reconnection of Te Korowai o Wainuiārua to the management and care of their traditional lands and resources.



## DOCUMENTS

### 6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 4.6 The Partners intend to establish and maintain a positive, collaborative and enduring partnership that gives effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi as recognised by the long title to the Environment Act 1986 ("An act to ...ensure that, in the management of natural and physical resources, full and balance account is taken of ... the principles of the Treaty of Waitangi") as well as other obligations to have regard to te Tiriti o Waitangi/the Treaty of Waitangi under other legislation under which the Ministry has functions (set out in clause 5.2 below).
- 4.7 The Ministry for the Environment acknowledges that Te Korowai o Wainuiārua want to:
- (a) Promote and obtain for the people of Te Korowai o Wainuiārua the ability to exercise kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands; and
  - (b) As a specific goal within that aspiration, wish to establish their own iwi led eco-sanctuary within their traditional lands.;

### 5 THE ROLE OF THE MINISTRY FOR THE ENVIRONMENT

- 5.1 The role of the Ministry is set out in the Environment Act 1986.
- 5.2 The Ministry also has specific functions under a number of other Acts including the:
- (a) Soil Conservation and Rivers Control Act 1941;
  - (b) Resource Management Act 1991 (RMA) - (The RMA is under review. Clauses referencing RMA provisions will be updated with any equivalent provisions in the new regime once the replacement legislation is enacted.);
  - (c) Hazardous Substances and New Organisms Act 1996;
  - (d) Climate Change Response Act 2002;
  - (e) Waste Minimisation Act 2008;
  - (f) Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012 (EEZ Act); and
  - (g) Environmental Reporting Act 2015.
- 5.3 As the Ministry is involved in limited day-to-day environmental management, it focuses on providing:
- (a) environmental management systems, including laws and regulations;
  - (b) national direction through national policy statements, and national environmental and planning standards and strategies;
  - (c) funding, guidance and training on best practice; and
  - (d) information about the state of the environment.
- 5.4 The Ministry is currently developing a Te Ao Māori Strategy which will reflect the Treaty partnership and its obligations under its legislation. The Ministry will update the Governance Entity as to the progress of this Strategy and provide it with the finalised document when complete.
- 5.5 The Ministry is currently developing a Te Ao Māori Strategy which will reflect the Treaty partnership and its obligations under its legislation. The Ministry will update the Governance Entity as to the progress of this Strategy and provide it with the finalised document when complete.



## DOCUMENTS

### 6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

#### 6 SCOPE

- 6.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Ministry for the Environment that are exercised in relation to environmental management within, or that affect, the Area of Interest as defined in the Te Korowai o Wainuiārua Deed of Settlement and attached as Appendix A to this Relationship Agreement (the "Area of Interest").
- 6.2 The Relationship Agreement does not extend to the Ministry's role in appointing officials and statutory officers, and their roles and responsibilities.
- 6.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

#### 7 COMMUNICATION

- 7.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held in accordance with section 8;
  - (b) providing a primary Ministry contact for the Governance Entity who will:
    - (i) follow up on any requests for information from the Governance Entity;
    - (ii) ensure that the Ministry maintains up to date information on the Governance Entity's office holders, and their addresses and contact details;
    - (iii) act as a liaison person with other Ministry staff;
    - (iv) facilitate Ministry staff awareness and understanding of the contents of this Relationship Agreement and their responsibilities and roles under it; and
    - (v) follow up on any requests for information from the Governance Entity;
    - (vi) ensure that the Ministry maintains up to date information on the Governance Entity's office holders, and their addresses and contact details;
    - (vii) act as a liaison person with other Ministry staff;
    - (viii) facilitate Ministry staff awareness and understanding of the contents of this Relationship Agreement and their responsibilities and roles under it; and
    - (ix) ensure that any actions arising from relationship meetings held under clause 8.1 are appropriately recorded and assigned for follow-up.
  - (c) providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise.
- 7.2 The Ministry will seek to engage with the Governance Entity in good faith where a policy or programme, within the Ministry's responsibilities, will directly impact on Te Korowai o Wainuiārua.

## DOCUMENTS

### 6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

#### 8 RELATIONSHIP MEETINGS

- 8.1 The parties agree that senior representatives of the Governance Entity and the Ministry will participate in an annual or (if the Governance Entity prefers) biennial relationship meeting to discuss specific matters relating to Te Korowai o Wainuiārua issues and Area of Interest. If requested by the Governance Entity, any relevant operational staff will also participate in those relationship meetings,
- 8.2 The Parties agree to participate in Te Purapura o Taiao collective with other agencies to discuss broader environmental issues and matters.
- 8.3 Before each relationship meeting held in accordance with clause 8.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 8.4 The parties will agree the agenda before each relationship meeting. Agenda items could include:
- (a) any legislative, planning or policy developments of interest to Te Korowai o Wainuiārua, including environmental issues and associated opportunities for engagement;
  - (b) local authority performance in the Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA;
  - (c) progress on and opportunities for capability building, networking and training; and
  - (d) any other matters of mutual interest.
- 8.5 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 8.6 The first relationship meeting will take place within 3 months of a written request by the Governance Entity, or earlier by mutual agreement.
- 8.7 Relationship meetings may be undertaken as part of Te Purapura o Taiao collective by mutual agreement.
- 8.8 Other meetings may be held from time to time between Ministry staff and the Governance Entity as agreed.

#### 9 IWI MANAGEMENT PLANS

- 9.1 The parties will meet to identify and discuss opportunities to further strengthen their relationship at an early stage in the preparation, review or amendment of any plans the Governance Entity may have for the Area of Interest, such as iwi resource management plans or Mana Whakahono a Rohe (an iwi participation arrangement) developed for the purpose of the Resource Management Act 1991 or other similar arrangements under future enactments replacing the Resource Management Act 1991.
- 9.2 If the Governance Entity requests it, the Ministry for the Environment will support the development of an iwi management plan for Te Korowai o Wainuiārua by providing advice, information and review during the course of the development of the plan or agreements.
- 9.3 Support provided by the Ministry will be technical in nature and does not include financial support.
- 9.4 The Parties may agree that this topic may also be referred to Te Purapura o Taiao referred to in clause 10.

## DOCUMENTS

### 6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

#### 10 TE PURAPURA O TAIAO

- 10.1 The Ministry will participate in a multi-agency environmental collective 'Te Purapura o Taiao', focussed on enhancing the quality of the environment. The collective's purpose is to encourage restoration of healthy habitats, ecosystems and New Zealand's native biodiversity in the Area of Interest.
- 10.2 The scope and operation of the Te Purapura o Taiao collective is set out in a separate agreement between the Ministry, the Governance Entity and other relevant central and local government agencies.

#### 11 INFORMATION SHARING

##### Contestable funds

- 11.1 The Ministry administers a number of contestable funds that the Governance Entity may be interested in applying for to complete projects in the Area of Interest. The Ministry will provide the Governance Entity with up to date information on funding rounds and funding criteria on request. This includes any contestable funding that may become available for iwi management plans.

##### Local government performance

- 11.2 The Minister for the Environment (the Minister) has the function of monitoring the effect and implementation of the RMA (refer section 24 RMA). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27 RMA).
- 11.3 The way in which the Ministry exercises these functions and powers varies from time to time. At the date of execution of the Relationship Agreement, the Ministry, on behalf of the Minister, surveys all local authorities about their processes under the RMA through the National Monitoring System (the NMS). The NMS includes questions relating to Māori participation.
- 11.4 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 11.5 Before each relationship meeting held under section 8, if requested by the Governance Entity, the Ministry will provide the Governance Entity with:
- (a) access to the most recent published information from the NMS as may be relevant to Te Korowai o Wainuiārua; and
  - (b) details of any published state of the environment monitoring; as it relates to the Area of Interest.
- 11.6 The Ministry will also receive and consider any further information or comment that the Governance Entity would like to make on the effect and implementation of the RMA, including in terms of local government performance.

##### Capability building, networking opportunities and training

- 11.7 The Ministry and the Governance Entity will seek opportunities to provide each other with training, networking opportunities and other capacity building activities in their respective areas of responsibility and expertise. Topics that capacity building, networking and training may cover include;
- (a) legislation administered by the Ministry (see section 5.2 above) and areas of responsibility under those Acts; and

## DOCUMENTS

### 6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

(b) Te Korowai o Wainuiārua values, practices and objectives.

- 11.8 If requested, the Ministry will provide advice and information to the Governance Entity on current training programmes for environmental commissioners, and how people endorsed by the Governance Entity can access this training.
- 11.9 The Ministry and the Governance Entity may seek opportunities for secondments and internships between the Parties.
- 11.10 The Ministry acknowledges that the development of an eco-sanctuary within the Area of Interest is a key post settlement goal for Te Korowai o Wainuiārua. If appropriate and within the scope of the Ministry's role as set out in clause 5.3. This may include advice on good environmental management practices and RMA processes.

### 12 OFFICIAL INFORMATION

- 12.1 The Ministry is subject to the requirements of the Official Information Act 1982 (OIA).
- 12.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes or correspondence).
- 12.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

### 13 PROBLEM RESOLUTION

- 13.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact person at clause 8.3, it shall be escalated to their respective managers to resolve. If the manager concerned is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.

### 14 REVIEW AND AMENDMENT

- 14.1 The parties may agree in writing to review, vary or terminate the provisions of this relationship agreement.

**DOCUMENTS**

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**6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

**SIGNED for and on behalf of** the  
Ministry for the Environment by the  
Secretary for Environment in the  
presence of:

\_\_\_\_\_  
**[insert name]**

**WITNESS**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Name:

Occupation:

Address:

**SIGNED for and behalf of** the  
Governance Entity in the presence of:

\_\_\_\_\_  
**[insert name]**  
Chairperson/Deputy Chairperson

**WITNESS**

\_\_\_\_\_  
**Date**

Name:

Occupation:

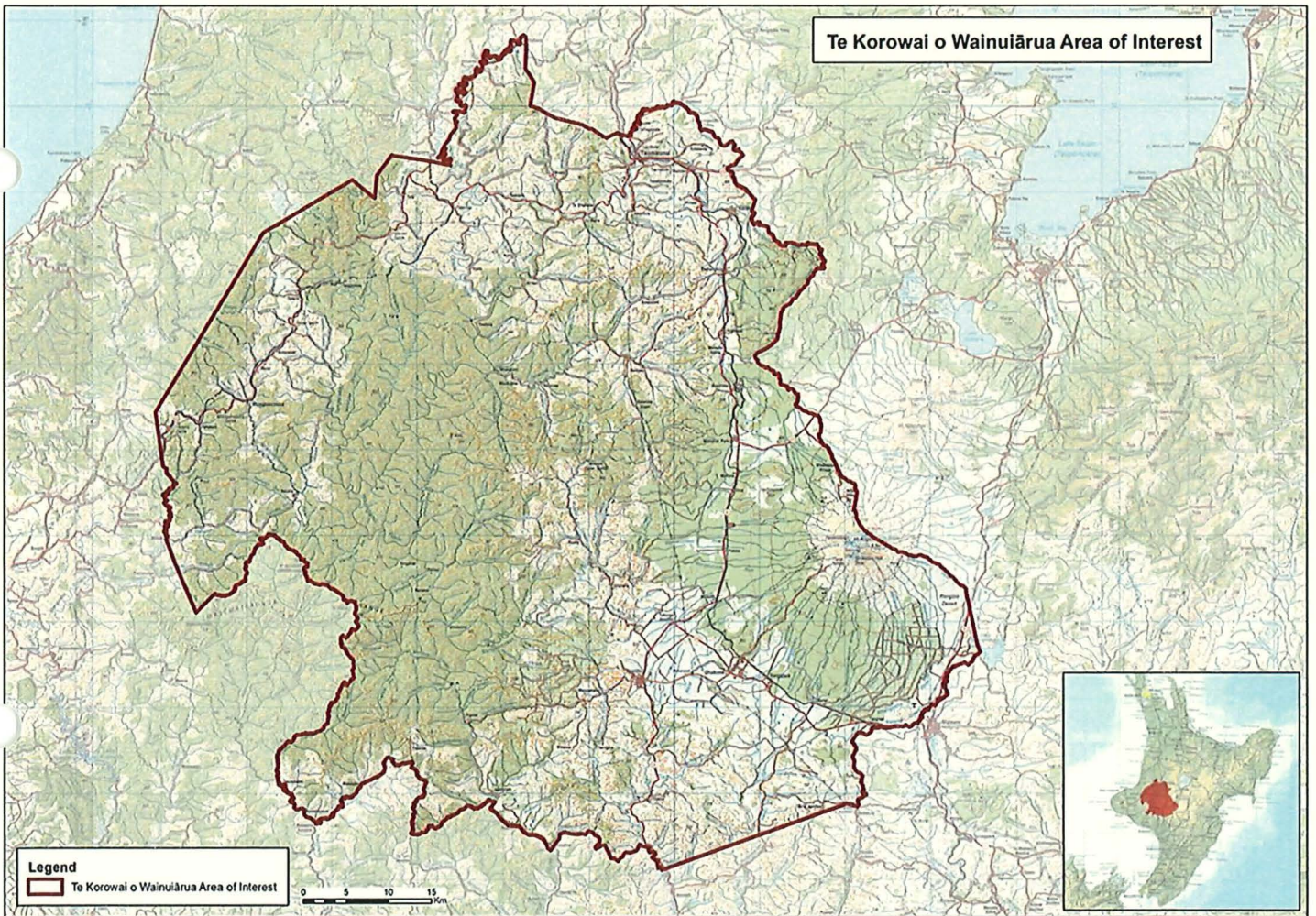
Address:



DOCUMENTS

6.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

APPENDIX A TE KOROWAI O WAINUIĀRUA AREA OF INTEREST



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**DOCUMENTS**

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**6.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION**

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**6.3 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF  
EDUCATION**

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## DOCUMENTS

### 6.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

#### 1 PURPOSE

1.1 This **Relationship Agreement** formalises the relationship between the Ministry of Education (the "**Ministry**") and the trustees of Te Korowai o Wainuiārua Trust (the "**Governance Entity**"), (together referred to as "the Parties"). It establishes a framework to enable the Parties to develop and maintain a positive and enduring working relationship by ensuring that:

- (a) an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests; and
- (b) opportunities for collaboration are explored when they arise.

#### 2 TE KOROWAI O WAINUIĀRUA

2.1 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.

2.2 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.

2.3 Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:

- (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
- (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
- (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape,



## DOCUMENTS

### 6.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

- 2.4 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
- 2.5 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by this settlement.
- 2.6 This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

### 3 TE KOROWAI O WAINUIĀRUA STATEMENT OF VALUES

- 3.1 The Parties acknowledge that, for Te Korowai o Wainuiārua, every relationship is sourced in the values Te Korowai o Wainuiārua people have inherited from our tupuna. These will be expressed by the values:
  - (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
  - (b) **Mana Tūpuna:** denotes the element of respect for the way they carry forward the legacy of their Tūpuna. This interacts with Mana Tāngata as an inherited value.
  - (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
  - (d) **Whakapapa:** the overall value that defines who Te Korowai o Wainuiārua are and their links back to the Atua.
  - (e) **Taonga:** the value defining what Te Korowai o Wainuiārua treasure – what is precious to the people.
  - (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
  - (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way Te Korowai o Wainuiārua apply the legacy of their Tūpuna.
  - (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what Te Korowai o Wainuiārua are and what they seek to achieve.
  - (i) **Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of purpose.
  - (j) **Kaitiakitanga.** Kaitiakitanga requires engagement in governance, management and operations and includes the:
    - (i) right to maintain and control our environment according to established practices;
    - (ii) right to interact with our environment in a manner consistent with Te Korowai o Wainuiārua tino rangatiratanga;

## DOCUMENTS

### 6.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

- (iii) legitimate opportunity to practise, exercise and extend Te Korowai o Wainuiārua environmental traditions, cultural values and beliefs; and
- (iv) support for the purity, potency and integrity of the Te Korowai o Wainuiārua natural environment.

#### 4 RELATIONSHIP PRINCIPLES

- 4.1 The Parties agree to progress and sustain a positive, co-operative and enduring relationship, and agree to operate under the following relationship principles:
- (a) kia mau ki te wairua o Te Tiriti o Waitangi: uphold the spirit of the Treaty of Waitangi;  
ensuring early engagement on issues of known mutual interest;
  - (b) acknowledge that the relationship is evolving, not prescribed;
  - (c) building opportunities to advance the aspirations of Te Korowai o Wainuiārua;
  - (d) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
  - (e) address issues and discuss disagreements openly, directly, and confidently when they arise;
  - (f) respect the independence of the Parties and their individual mandates, roles and responsibilities; and
  - (g) recognise and acknowledge that the Parties benefit from working together by sharing their vision, knowledge and expertise.
- 4.2 This Relationship Agreement is intended to further enhance the existing relationships between the Ministry and the Governance Entity. Nothing in this agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.

#### 5 TE KOROWAI O WAINUIĀRUUA ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

- 5.1 The Treaty Settlement presents an opportunity for Te Korowai o Wainuiārua to build a foundation for the restoration of the social, physical, cultural and economic wellbeing of their people. This includes provision for the social revitalisation of iwi members; restoration of the health and wellbeing of iwi and hapū; rebuilding the cultural identity of the iwi, hapū and whānau within their rohe and making their communities safer for their whanau. A key goal for Te Korowai o Wainuiārua will be to increase support and contribution to the social services within their rohe such as education, health, housing, and other relevant areas where there is a social need for the people. Te Korowai o Wainuiārua wishes to partner with other stakeholders (including the Ministry) and social service providers to deliver social services within their rohe, and to develop and implement their own social services for iwi.
- 5.2 Te Korowai o Wainuiārua and the Governance Entity wish to strengthen and enhance, through this agreement, its relationship with the Ministry and work in partnership with the Ministry to foster te reo Māori, and improve early learning, educational and training opportunities for Te Korowai o Wainuiārua people. Some of the matters to be discussed to advance this goal are set out in clause 10.

## DOCUMENTS

### 6.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

#### 6 COMMUNICATION AND ENGAGEMENT

- 6.1 The Parties will maintain effective and efficient communication with each other on a continuing basis through:
- (a) relationship meetings as set out in clause 7 and held to advance clause 1.1;
  - (b) a work plan as set out in clause 10;
  - (c) the Parties providing and the maintaining information on each other's office holders, addresses and contact details;
  - (d) the Parties providing each other with a primary contact to act as a liaison person with each other's staff as set out in clause 11;
  - (e) each party providing the other reasonable opportunities to meet with relevant staff to discuss and (if possible) resolve any issues that may arise; and
  - (f) the Ministry informing relevant staff of the contents of this Relationship Agreement and its responsibilities and roles under it.
- 6.2 The Ministry will seek to engage with the Governance Entity in good faith where a policy or programme, within the Ministry's responsibilities, will directly impact on Te Korowai o Wainuiārua because it affects the Ministry's ability to fulfil any agreement to collaborate with Te Korowai o Wainuiārua, or any area in which Te Korowai o Wainuiārua has expressed a particular interest.

#### 7 RELATIONSHIP MEETINGS

- 7.1 The Parties agree that a senior representative of the Governance Entity and the Ministry will participate in an annual relationship meeting;
- 7.2 Before each relationship meeting held in accordance with clause 7.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting including the agenda. Agenda items could include:
- (a) any legislative or policy developments of interest to, or affecting Te Korowai o Wainuiārua;
  - (b) opportunities for collaboration between the Ministry and Te Korowai o Wainuiārua;
  - (c) any matters arising in respect to the Socio-Economic Agreement, Te Purapura o Tawhiri, described in clause 8; and
  - (d) any other matters of mutual interest.
- 7.3 Each Party will meet the costs and expenses of its representatives attending relationship meetings.
- 7.4 The first relationship meeting will take place within three months of a written request by the Governance Entity to the Ministry.
- 7.5 The Parties may, over certain periods of time, mutually agree not to hold relationship meetings.
- 7.6 Other meetings may be held from time to time between the Ministry staff and the Governance Entity as mutually agreed.

## DOCUMENTS

### 6.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

#### 8 TE PURAPURA O TAWHIRI SOCIO-ECONOMIC FORUM

- 8.1 The Ministry has agreed to participate in Te Purapura o Tawhiri, a regional socio-economic forum, focussed on the enhancement of the well-being, revitalisation and quality of life of the people of Te Korowai o Wainuiārua. The forum's purpose is to assist the parties to work together collaboratively to promote the physical, cultural, economic and social well-being of Te Korowai o Wainuiārua and, where appropriate, the wider community in the Te Korowai o Wainuiārua Area of Interest.
- 8.2 The scope and operation of Te Purapura o Tawhiri is set out in a separate agreement (Te Purapura o Tawhiri - Socio-economic agreement) between the Ministry, the Governance Entity and other relevant central and local government agencies.
- 8.3 The Ministry is committed to contributing to Te Purapura o Tawhiri when it is in the mutual interests of the Ministry and the Governance Entity to do so, and subject to the resourcing, work programmes and priorities of the Ministry and any other matters.

#### 9 INFORMATION SHARING

- 9.1 The Parties recognise the mutual benefit of information exchange.
- 9.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Te Korowai o Wainuiārua area of interest and statistics and other data of relevance to Te Korowai o Wainuiārua. Any information that is shared is subject to clause 13.

#### 10 WORK PLAN

- 10.1 As a result of the relationship meetings held in accordance with clause 7, and as part of other relationship meetings held in accordance with clause 6, the parties shall develop a work plan.
- 10.2 For the period of 24 months following the settlement date the work plan may include projects and topics such as the following:
- (a) How to have input into the local curriculum for schools;
  - (b) Facilitating and assisting with development of a positive relationship with schools and early learning centres within the Te Korowai o Wainuiārua area of interest;
  - (c) Identifying funding opportunities to assist Te Korowai o Wainuiārua in development of material for educational institutions within the Te Korowai o Wainuiārua area of interest;
  - (d) Facilitating contact with any available expertise to assist scoping teaching and learning resources;
  - (e) Exploring options for promoting Te Korowai o Wainuiārua history within educational institutions within the Te Korowai o Wainuiārua area of interest;
  - (f) Establishing Te Purapura o Tawhiri Socio-Economic Forum described in clause 8;
  - (g) Establishing a Community Hub of social service agencies located in Raetihi within the area of interest of Te Korowai o Wainuiārua; what form that might take and how the Ministry might participate;
  - (h) Any other opportunities to innovate and collaborate as the relationship develops.

## DOCUMENTS

### 6.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION

#### 11 CONTACTS

- 11.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is in the first instance, [the Director of Education for Taranaki, Whanganui, Manawatū, who is based at the Whanganui Office, and alternatively, the Deputy Secretary Māori Education/Chief Advisor Treaty at the National office].
- 11.2 The contact person for all matters relating to this Relationship Agreement is the Chief Executive of the Governance Entity or a delegated person as agreed by the Governance Entity.
- 11.3 The contact persons named in clauses 11.1 and 11.2 may change over time as the Ministry, Te Korowai o Wainuiārua and their relationship evolve.

#### 12 SPECIAL CONDITIONS

- 12.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

#### 13 LIMITATIONS

- 13.1 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Ministry and of the government of the day.
- 13.2 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and priorities.
- 13.3 In accordance with the principles listed at 4.1, the limitations expressed above at 13.1 and 13.2 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

#### 14 OFFICIAL INFORMATION

- 14.1 The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").
- 14.2 The Ministry and its responsible Minister(s) may be required in accordance with the OIA, to disclose information that they hold relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 14.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

#### 15 DISPUTE RESOLUTION

- 15.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clauses 11.1 and 11.2, it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Secretary for Education in the case of the Ministry and the Chief Executive of the Governance Entity for final resolution.

**DOCUMENTS**

**6.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF EDUCATION**

**13 REVIEW**

13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

**14 AMENDMENT**

14.1 The Parties may agree in writing to vary the provisions of this Relationship Agreement.

**SIGNED** for and on behalf of **THE** )  
**SOVEREIGN** in right of New Zealand by )  
the Secretary for Education and Chief )  
Executive of the Ministry of Education )  
in the presence of:

\_\_\_\_\_) \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by for and on behalf of the trustees )  
of **Te Korowai o Wainuārua Trust** )  
by the Chair, in the presence of: )

\_\_\_\_\_) \_\_\_\_\_  
Chairperson/Deputy Chairperson

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**DOCUMENTS**

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**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL  
DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA**

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**6.4 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL  
DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA**

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## DOCUMENTS

### 6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA

#### 1 PURPOSE

- 1.1 This agreement (the **Relationship Agreement**) formalises the relationship between the Ministry of Social Development (the **Ministry**) and the Te Korowai o Wainuiārua Trust (the **Governance Entity**). It establishes a framework to enable the Parties to develop and maintain a positive and enduring working relationship by ensuring that:
- (a) an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests; and
  - (b) opportunities for collaboration are explored when they arise, including collaboration to enhance the social and economic well-being of Te Korowai o Wainuiārua.

#### 2 TE KOROWAI O WAINUIĀRUUA

- 2.1 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
- 2.2 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
- 2.3 Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
- (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
  - (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape,



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### 6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA

biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

- 2.4 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
- 2.5 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by this settlement.
- 2.6 This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

### 3 TE KOROWAI O WAINUIĀRUA STATEMENT OF VALUES

- 3.1 Every relationship is sourced in the values Te Korowai o Wainuiārua people have inherited from our tupuna. These will be expressed by the values:
- (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
  - (b) **Mana Tūpuna:** denotes the element of respect for the way they carry forward the legacy of their tūpuna. This interacts with Mana Tāngata as an inherited value.
  - (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
  - (d) **Whakapapa:** the overall value that defines who Te Korowai o Wainuiārua are and their links back to the Atua.
  - (e) **Taonga:** the value defining what Te Korowai o Wainuiārua treasure – what is precious to the people.
  - (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
  - (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way Te Korowai o Wainuiārua apply the legacy of their tūpuna.
  - (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what Te Korowai o Wainuiārua are and what they seek to achieve.
  - (i) **Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of purpose.
  - (j) **Kaitiakitanga.** Kaitiakitanga requires engagement in governance, management and operations and includes the:
    - i right to maintain and control our environment according to established practices;
    - ii right to interact with our environment in a manner consistent with Te Korowai o Wainuiārua tino rangatiratanga;

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### 6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA

- iii legitimate opportunity to practise, exercise and extend Te Korowai o Wainuiārua environmental traditions, cultural values and beliefs; and
- iv support for the purity, potency and integrity of the Te Korowai o Wainuiārua natural environment.

#### 4 TE KOROWAI O WAINUIĀRUWA ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY

- 4.1 The Treaty Settlement presents an opportunity for Te Korowai o Wainuiārua to build a foundation for the restoration of the social, physical, cultural and economic wellbeing of their people. This includes provision for the social revitalisation of iwi members; restoration of the health and wellbeing of iwi and hapū; rebuilding the cultural identity of the iwi, hapū and whānau within their rohe and making their communities safer for their whanau. A key goal for Te Korowai o Wainuiārua will be to increase support and contribution to the social services within their rohe such as education, health, housing, and other relevant areas where there is a social need for the people. Te Korowai o Wainuiārua wishes to partner with other stakeholders (including the Ministry) and social service providers to deliver social services within their rohe, and to develop and implement their own social services for iwi.
- 4.2 The Governance Entity wishes to strengthen and enhance, through this Relationship Agreement, its relationship with the Ministry and work in partnership with the Ministry to improve the social, cultural and economic wellbeing of their people. Some of the matters to be discussed to advance this goal are set out in clause 9.4.

#### 5 THE ROLE OF THE MINISTRY

- 5.1 Manaaki tangata, manaaki whānau: the mission of the Ministry is to help New Zealanders to be safe, strong and independent.
- 5.2 The Ministry is seeking to achieve the following outcomes for New Zealanders:
- (a) New Zealanders get the support they require;
  - (b) New Zealanders are resilient and live in inclusive communities; and
  - (c) New Zealanders participate positively in society and reach their potential.
- 5.3 The Ministry helps New Zealanders by fulfilling a broad range of responsibilities and functions, including;
- (a) providing employment, income support and superannuation services;
  - (b) allocating funding to community service providers;
  - (c) providing student allowances and loans;
  - (d) providing public housing assistance and services;
  - (e) being the primary provider of social policy and advice to Government;
  - (f) monitoring three Crown entities and providing advice to the responsible Minister;
  - (g) ensuring the legislation, we administer is effective and fit-for-purpose; and
  - (h) working with other agencies and the wider social sector to support Government priorities and improve the wellbeing of all New Zealanders.
- 5.4 The Ministry's relationship with Te Korowai o Wainuiārua acknowledges the importance and benefit of working together to achieve its mission for the people of Te Korowai o Wainuiārua and for all of New Zealand.

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### 6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA

#### 6 RELATIONSHIP PRINCIPLES

- 6.1 The Relationship Agreement between the Ministry and the Governance Entity will operate under the following principles:
- (a) kia mau ki te wairua o Te Tiriti o Waitangi: uphold the spirit of the Treaty of Waitangi;
  - (b) maintain a 'no surprises' approach;
  - (c) acknowledge that the relationship is evolving, not prescribed;
  - (d) building opportunities to advance the aspirations of Te Korowai o Wainuiārua;
  - (e) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
  - (f) address issues and discuss disagreements openly, directly, and confidently when they arise;
  - (g) respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - (h) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 6.2 The Ministry's relationships with Te Korowai o Wainuiārua is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through Te Korowai o Wainuiārua's rohe (i.e. geographic area of interest).

#### 7 COMMUNICATION

- 7.1 The Parties will maintain effective and efficient communication with each other on a continuing basis through:
- (a) relationship meetings held to advance clause 1.1;
  - (b) information sharing in accordance with clause 12;
  - (c) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
  - (d) providing a primary contact at the Ministry for the Governance Entity who will act as a liaison person with other Ministry staff;
  - (e) providing opportunities for the Government Entity to meet with relevant Ministry staff to discuss and resolve any issues that may arise; and
  - (f) informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it.

#### 8 ENGAGEMENT

- 8.1 The Parties will work together in good faith to identify where a policy or programme, within the Ministry's responsibilities, will have a direct impact on Te Korowai o Wainuiārua.
- 8.2 Where engaging with the Governance Entity under this Relationship Agreement, the Ministry will:
- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of matters to be the subject of the engagement;

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### 6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA

- (b) agree with the Governance Entity a timeframe for it to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (c) approach the engagement with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the engagement; and
- (d) report back to the Governance Entity on any decision that is made that relates to an engagement.

8.3 The Parties commit to engaging with each other through the following mechanisms:

- (a) attend an annual relationship meeting as set out in clause 9;
- (b) attend an annual Te Purapura o Tawhiri hui between a senior representative of the Ministry, a senior representative of the Governance Entity, and other relevant central and local government officials as set out in clause 10;
- (c) co-design and develop a work plan as set out in clause 11;
- (d) biannual meeting to go over the Ministry's work programme as set out in clause 11.2; and
- (e) hold meetings as required at an operational level between Ministry officials and representatives of the Governance Entity as set out in clause 9.8.

## 9 RELATIONSHIP MEETINGS

- 9.1 The Parties agree that a senior representative of the Governance Entity and the Ministry will participate in an annual relationship meeting.
- 9.2 The Ministry's representative will be the Regional Commissioner for Social Development. However, if they are unable to attend, they will send an appropriate senior member of their leadership team who is delegated to make decisions upon their behalf.
- 9.3 Before each relationship meeting held in accordance with clause 9.1, representatives of the Governance Entity and the Ministry will agree to administrative arrangements for the meeting including the agenda.
- 9.4 Agenda items could include:
- (a) any legislative or policy developments of interest to or affecting Te Korowai o Wainuiārua;
  - (b) opportunities for collaboration between the Ministry and Te Korowai o Wainuiārua;
  - (c) any matters arising in respect to Te Purapura o Tawhiri described in clause 10; and
  - (d) any other matters of mutual interest.
- 9.5 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 9.6 The first relationship meeting will take place within three months of a written request by the Governance Entity.
- 9.7 The Parties may, over certain periods of time, mutually agree not to hold annual relationship meetings.

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### 6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA

9.8 Other meetings may be held from time to time at an operational level between the Ministry staff and the Governance Entity as mutually agreed.

#### 10 TE PURAPURA O TAWHIRI

10.1 The Ministry has agreed to participate in a multi-agency socio-economic collective, Te Purapura o Tawhiri. The collective will be focussed on enhancing the well-being, revitalisation and quality of life of the people of Te Korowai o Wainuiārua. The collective's purpose is to assist the parties to work together collaboratively to promote the physical, cultural, economic and social well-being of Te Korowai o Wainuiārua and, where appropriate, the wider community in the Area of Interest.

10.2 The scope and operation of Te Purapura o Tawhiri is set out in a separate agreement between the Ministry, the Governance Entity and other relevant central and local government agencies.

10.3 The Ministry has agreed to facilitate the first annual hui. The first annual hui will, if reasonably possible, take place within six months of a written request by the Governance Entity following settlement.

#### 11 WORK PLAN

11.1 As a result of the annual relationship meetings held in accordance with clause 9, and as part of other relationship meetings held in accordance with clause 9.8, the Parties shall develop a Work Plan.

11.2 Representatives from the Ministry and the Governance Entity will meet biannually to go over the Ministry's Service Delivery work programme and any new policies or processes that may be of interest to the Governance Entity.

11.3 The Governance Entity will meet with Ministry staff, both in their region and at National Office to explore how data and information can be shared and analysed effectively, as set out in clause 12, and explore the co-design initiatives for shared outcome priorities.

11.4 The Governance Entity may be interested to include, but not limited to, the following projects and topics into the Work Plan:

- (a) developing shared policies that benefit the community;
- (b) sharing information which is of mutual benefit;
- (c) establishing shared practical solutions that create alternative intervention systems;
- (d) building on the current resource base to maximise opportunities;
- (e) establishing shared prevention and intervention programs within the local community; and
- (f) creating opportunities for increased learning and capacity building.

11.5 The Work Plan may be modified from time to time as agreed between the Parties.

#### 12 INFORMATION SHARING

12.1 The Governance Entity and the Ministry recognise the mutual benefit of information exchange.

12.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and the Ministry will use their best endeavours to share information in relation to, but not limited to:

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### 6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA

- (a) information related to services funded by the Ministry within the Te Korowai o Wainuiārua area of interest;
- (b) Aggregated data about people who are clients of the Ministry who either identify as a descendant of Te Korowai o Wainuiārua or who reside in the Te Korowai o Wainuiārua area of interest;
- (c) employment and labour market intelligence (including any potential opportunities for joint initiatives); and
- (d) data on key outcomes in the rohe of Te Korowai o Wainuiārua area of interest.

12.3 Any information that is shared is subject to clause 15.

### 13 CONTACTS

13.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is:

- (a) Regional Commissioner, Taranaki, King Country and Whanganui; and
- (b) General Manager, Māori, Partnerships and Programmes.

13.2 The contact person for all matters relating to this Relationship Agreement is the [Chief Executive] of the Governance Entity.

13.3 The contact persons named in clauses 13.1a, 13.1b and 13.2 may change from time to time and the Ministry and the Governance Entity agree to update each other as and when this occurs.

### 14 LIMITATIONS

14.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.

14.2 In accordance with the principles described in clause 6, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

14.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry and of the government of the day.

14.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

### 15 SPECIAL CONDITIONS

15.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

### 16 OFFICIAL INFORMATION

16.1 The Ministry is subject to the requirements of the Official Information Act 1982 (**the OIA**).

16.2 The Ministry its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).

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**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA**

16.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

**17 DISPUTE RESOLUTION**

17.1 If a dispute arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clauses 13.1 and 13.2, it will be escalated to their respective managers to resolve. If the managers are unable to resolve the matter, then it shall be escalated to the Chief Executives of the parties for final resolution.

**18 REVIEW AND AMENDMENT**

18.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

18.2 This review will take place at a meeting of the parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.

18.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause 18.2 and may sign a variation to this Relationship Agreement which will take effect upon signing.

**SIGNED** for and on behalf of the )  
**MINISTRY OF SOCIAL DEVELOPMENT** )  
in the presence of: )  
)

\_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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6.4: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF SOCIAL DEVELOPMENT/TE MANATŪ WHAKAHIATO ORA

SIGNED by for and on behalf of the trustees )  
of Te Korowai o Wainuiārua Trust )  
by the Chair, in the presence of: )

\_\_\_\_\_  
Chairperson/Deputy Chairperson

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



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**6.5: RELATIONSHIP AGREEMENT WITH NEW ZEALAND POLICE**

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**6.5 RELATIONSHIP AGREEMENT WITH NEW ZEALAND POLICE**

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### 6.5: RELATIONSHIP AGREEMENT WITH NEW ZEALAND POLICE

#### 1 PURPOSE

- 1.1 This agreement (the **Relationship Agreement**) formalises the relationship between the New Zealand Police and Te Korowai o Wainuiārua Trust (the **Governance Entity**). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that:
- (a) an ongoing dialogue is maintained through which the parties are kept aware of each other's interests; and
  - (b) opportunities for collaboration are explored when they arise, including collaboration to enhance the well-being of Te Korowai o Wainuiārua.

#### 2 TE KOROWAI O WAINUIĀRUWA

- 2.1 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
- 2.2 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
- 2.3 Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
- (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
  - (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi

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### 6.5: RELATIONSHIP AGREEMENT WITH NEW ZEALAND POLICE

tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

- 2.4 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
- 2.5 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by this settlement.
- 2.6 This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

### 3 TE KOROWAI O WAINUIĀRUA STATEMENT OF VALUES

- 3.1 Every relationship is sourced in the values Te Korowai o Wainuiārua people have inherited from our tūpuna. These will be expressed by the values of:
- (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
  - (b) **Mana Tūpuna:** denotes the element of respect for the way they carry forward the legacy of their Tūpuna. This interacts with Mana Tāngata as an inherited value.
  - (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
  - (d) **Whakapapa:** the overall value that defines who Te Korowai o Wainuiārua are and their links back to the Atua.
  - (e) **Taonga:** the value defining what Te Korowai o Wainuiārua treasure – what is precious to the people.
  - (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
  - (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way Te Korowai o Wainuiārua apply the legacy of their Tūpuna.
  - (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what Te Korowai o Wainuiārua are and what they seek to achieve.
  - (i) **Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of purpose.
  - (j) **Kaitiakitanga.** Kaitiakitanga requires engagement in governance, management and operations and includes the:
    - i right to maintain and control our environment according to established practices;
    - ii right to interact with our environment in a manner consistent with Te Korowai o Wainuiārua tino rangatiratanga;

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- iii legitimate opportunity to practise, exercise and extend Te Korowai o Wainuiārua environmental traditions, cultural values and beliefs; and
- iv support for the purity, potency and integrity of the Te Korowai o Wainuiārua natural environment.

## 4 RELATIONSHIP PRINCIPLES

- 4.1 The Relationship Agreement between the New Zealand Police and the Governance Entity will operate under the following principles:
- (a) kia mau ki te wairua o Te Tiriti o Waitangi: uphold the spirit of the Treaty of Waitangi;
  - (b) maintain a 'no surprises' approach;
  - (c) acknowledge that the relationship is evolving, not prescribed;
  - (d) building opportunities to advance the aspirations of Te Korowai o Wainuiārua;
  - (e) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
  - (f) address issues and discuss disagreements openly, directly, and confidently when they arise;
  - (g) respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - (h) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 4.2 This Relationship Agreement is intended to further enhance the existing relationships between the New Zealand Police and the Governance Entity. Nothing in this agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.
- 4.3 The commitments of the New Zealand Police under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the New Zealand Police and of the government of the day.
- 4.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and priorities.
- 4.5 In accordance with the principles listed at 4.1, the limitations expressed above at 4.3 and 4.4 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

## 5 TE KOROWAI O WAINUIĀRUWA ASPIRATIONS FOR THE RELATIONSHIP WITH NEW ZEALAND POLICE

- 5.1 The Treaty Settlement presents an opportunity for Te Korowai o Wainuiārua to build a foundation for the restoration of the social, physical, cultural and economic wellbeing of their people. This includes provision for the social revitalisation of iwi members; restoration of the health and wellbeing of iwi and hapū; rebuilding the cultural identity of the iwi, hapū and whānau within their rohe and making their communities safer for their whānau. A key goal for Te Korowai o Wainuiārua will be to increase support and contribution to the social services within their rohe such as education, health, housing, and other relevant areas where there is a social need for the people. Te Korowai o Wainuiārua wishes to partner with other stakeholders (including the New Zealand

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### 6.5: RELATIONSHIP AGREEMENT WITH NEW ZEALAND POLICE

Police) and social service providers to deliver social services within their rohe, and to develop and implement their own social services for iwi.

- 5.2 Te Korowai o Wainuiārua and the Governance Entity wish to work with the New Zealand Police to create preventative initiatives and interventions to reduce offending and re-offending and minimise the number of their members who may enter the justice system. Some of the matters to be discussed to advance this goal are set out in clause 11.

### 6 THE ROLE OF NEW ZEALAND POLICE

- 6.1 The mission of the New Zealand Police, in the specific context of this Relationship Agreement, is to progress the hauoratanga, or social well-being, of Te Korowai o Wainuiārua whānau and to make communities within the Te Korowai o Wainuiārua rohe safer and stronger.
- 6.2 The New Zealand Police relationship with Te Korowai o Wainuiārua is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through Te Korowai o Wainuiārua's geographical area of interest.

### 7 COMMUNICATION

- 7.1 The New Zealand Police will maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held to advance clause 1.1;
  - (b) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
  - (c) providing a primary contact at each of the New Zealand Police for the Governance Entity who will act as liaison persons with other staff of the New Zealand Police;
  - (d) providing reasonable opportunities for the Governance Entity to meet with relevant staff of the New Zealand Police to discuss and (if possible) resolve any issues that may arise; and
  - (e) informing relevant staff of the New Zealand Police of the contents of this Relationship Agreement and their responsibilities and roles under it.
- 7.2 The respective agencies will seek to engage with the Governance Entity in good faith where a policy or programme, within the Ministry's responsibilities, will directly impact on Te Korowai o Wainuiārua.

### 8 RELATIONSHIP MEETINGS

- 8.1 The parties agree that senior representatives of the Governance Entity and New Zealand Police will participate in relationship meetings, as required.
- 8.2 Before each relationship meeting held in accordance with clause 8.1, representatives of the Governance Entity and New Zealand Police will agree administrative arrangements for the meeting including the agenda. Agenda items could include:
- (a) any legislative or policy developments of interest to or affecting Te Korowai o Wainuiārua;
  - (b) opportunities for collaboration between the New Zealand Police and Te Korowai o Wainuiārua;

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### 6.5: RELATIONSHIP AGREEMENT WITH NEW ZEALAND POLICE

- (c) any matters arising in respect to Te Purapura o Tawhiri, the collective described in clause 9; and
  - (d) any other matters of mutual interest.
- 8.3 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 8.4 The first relationship meeting will take place within three months of a written request by the Governance Entity.
- 8.5 Other meetings may be held from time to time between staff of the New Zealand Police and the Governance Entity as mutually agreed.

### 9 TE PURAPURA O TAWHIRI

- 9.1 The New Zealand Police has agreed to participate in a multi-agency regional focused collective Te Purapura o Tawhiri, which is to be focussed on enhancing the well-being, revitalisation and quality of life of the people of Te Korowai o Wainuiārua. The collective's purpose is to assist the parties to work together collaboratively to promote the physical, cultural, economic and social well-being of Te Korowai o Wainuiārua and, where appropriate, the wider community in the Area of Interest.
- 9.2 The scope and operation of Te Purapura o Tawhiri is set out in a separate agreement [name] between the New Zealand Police, the Governance Entity and other relevant central and local government agencies and other entities.

### 10 INFORMATION SHARING

- 10.1 The New Zealand Police and the Governance Entity recognise the mutual benefit of mutual information exchange where possible.
- 10.2 The New Zealand Police and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities that are funded within the Te Korowai o Wainuiārua area of interest and statistics and other data of relevance to Te Korowai o Wainuiārua. Any information that is shared is subject to clause 14.

### 11 WORK PLAN

- 11.1 As a result of the relationship meetings held in accordance with clause 8, and as part of other relationship meetings held in accordance with clause 7, the parties shall develop a work plan.
- 11.2 For the period of 24 months following the settlement date the work plan may include projects and topics such as the following:
- (a) Graduated Driver licence programme;
  - (b) Connecting with local youth to prevent future harm;
  - (c) Reducing the demand and supply of drugs within the community;
  - (d) Establishing community patrols;
  - (e) Establishing an Iwi/ Community Panel;
  - (f) Establishment of Te Purapura o Tawhiri described in clause 9;
  - (g) Exploring the use of the Integrated Safety Response approach;

## DOCUMENTS

### 6.5: RELATIONSHIP AGREEMENT WITH NEW ZEALAND POLICE

- (h) Establishment of a Community Hub of social service agencies (including the New Zealand Police) located in Raetihi within the rohe of Te Korowai o Wainuiārua; and
- (i) Any other opportunities to innovate and collaborate as the relationship develops.

## 12 CONTACTS

- 12.1 The contact persons for the New Zealand Police for all matters relating to this Relationship Agreement is [Mere Wilson Tuala-Fata].
- 12.2 The contact person for the Governance Entity for all matters relating to this Relationship Agreement is [the Chief Executive].
- 12.3 The contact persons named in clauses 12.1 and 12.2 will change over time as the New Zealand Police, Te Korowai o Wainuiārua and their relationships evolve.

## 13 SPECIAL CONDITIONS

- 13.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993.

## 14 OFFICIAL INFORMATION

- 14.1 The New Zealand Police are subject to the requirements of the Official Information Act 1982 (OIA).
- 14.2 The New Zealand Police and their Minister may be required in accordance with the OIA to disclose information that they hold relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 14.3 The New Zealand Police will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the New Zealand Police in a timely fashion, so that the New Zealand Police are able to meet the statutory timeframes for responding to the relevant request for information.

## 15 PROBLEM RESOLUTION

- 15.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact persons referred to in clause 12, it shall be escalated to their respective managers to resolve. If the manager concerned is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.

## 16 REVIEW

- 16.1 The parties may agree to review the operation of this Relationship Agreement from time to time.

## 17 AMENDMENT

- 17.1 The parties may agree in writing to vary the provisions of this Relationship Agreement.

**DOCUMENTS**

**6.5: RELATIONSHIP AGREEMENT WITH NEW ZEALAND POLICE**

**SIGNED** for and on behalf of New Zealand Police by the Deputy Commissioner in the presence of:

\_\_\_\_\_  
Wallace Haumaha

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

**SIGNED** for and on behalf of the trustees of Te Korowai o Wainuiārua Trust by the Chair in the presence of:

\_\_\_\_\_  
Chair of Te Korowai o Wainuiārua Trust

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:



**DOCUMENTS**

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**6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN**

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**6.6 RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI –  
MINISTRY FOR CHILDREN**

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## DOCUMENTS

### 6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

#### 1 PURPOSE

- 1.1 This agreement (the **Relationship Agreement**) formalises the relationship between Oranga Tamariki – Ministry for Children (**Oranga Tamariki**) and the Te Korowai o Wainuiārua Trust (the **Governance Entity**). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that:
- (a) an ongoing dialogue is maintained through which the parties are kept aware of each other's interests; and
  - (b) opportunities for collaboration are explored when they arise.

#### 2 TE KOROWAI O WAINUIĀRUA

- 2.1 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
- 2.2 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
- 2.3 Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
- (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the

## DOCUMENTS

### 6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.

- (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

2.4 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.

2.5 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by this settlement.

2.6 This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

### 3 TE KOROWAI O WAINUIĀRUA STATEMENT OF VALUES

3.1 Every relationship is sourced in the values Te Korowai o Wainuiārua people have inherited from our tūpuna. These will be expressed by the values:

- (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
- (b) **Mana Tīpuna:** denotes the element of respect for the way they carry forward the legacy of their Tīpuna. This interacts with Mana Tāngata as an inherited value.
- (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
- (d) **Whakapapa:** the overall value that defines who Te Korowai o Wainuiārua are and their links back to the Atua.
- (e) **Taonga:** the value defining what Te Korowai o Wainuiārua treasure – what is precious to the people.
- (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.

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### 6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way Te Korowai o Wainuiārua apply the legacy of their Tīpuna.
- (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what Te Korowai o Wainuiārua are and what they seek to achieve.
- (i) **Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of purpose.
- (j) **Kaitiakitanga:** Kaitiakitanga requires engagement in governance, management and operations and includes the:
  - i right to maintain and control our environment according to established practices;
  - ii right to interact with our environment in a manner consistent with Te Korowai o Wainuiārua tino rangatiratanga;
  - iii legitimate opportunity to practise, exercise and extend Te Korowai o Wainuiārua environmental traditions, cultural values and beliefs; and
  - iv support for the purity, potency and integrity of the Te Korowai o Wainuiārua natural environment.

## 4 ORANGA TAMARIKI STATEMENT OF VALUES

- 4.1 The vision of Oranga Tamariki is that New Zealand values the wellbeing of tamariki above all else.
- 4.2 The purpose of Oranga Tamariki is to ensure that all tamariki are in loving whānau and communities where oranga can be realised.
- 4.3 The values of Oranga Tamariki are:
  - (a) **We put tamariki first:** We will challenge when things aren't right for the child.
  - (b) **We respect the mana of people:** We listen, we don't assume, and we create solutions with others.
  - (c) **We believe aroha is vital.** It keeps us focused on what is right.
  - (d) **We value whakapapa:** Tamariki are part of a whānau and a community.
  - (e) **We are tika and pono:** We do what we say we'll do.
  - (f) **We recognise that oranga is a journey:** We understand the long-term impact of our actions today.

## DOCUMENTS

### 6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

#### 5 RELATIONSHIP PRINCIPLES

- 5.1 The Relationship Agreement between Oranga Tamariki and the Governance Entity will operate under the following principles:
- (a) kia mau ki te wairua o Te Tiriti o Waitangi: uphold the spirit of the Treaty of Waitangi;
  - (b) maintain a 'no surprises' approach;
  - (c) acknowledge that the relationship is evolving, not prescribed;
  - (d) build opportunities to advance the aspirations of Te Korowai o Wainuiārua;
  - (e) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
  - (f) address issues and discuss disagreements openly, directly, and confidently when they arise;
  - (g) respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - (h) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 5.2 This Relationship Agreement is intended to further enhance the existing relationships between Oranga Tamariki and the Governance Entity. Nothing in this agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.
- 5.3 The commitments of Oranga Tamariki under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of Oranga Tamariki and of the government of the day.
- 5.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and priorities. In accordance with the principles listed at 5.1, the limitations expressed above at 5.3 and 5.4 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.
- 5.5 Oranga Tamariki's relationships with Te Korowai o Wainuiārua is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through Te Korowai o Wainuiārua's rohe (i.e. geographic area of interest).

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### 6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

#### 6 TE KOROWAI O WAINUIĀRUA ASPIRATIONS FOR THE RELATIONSHIP WITH ORANGA TAMARIKI

- 6.1 The Treaty Settlement presents an opportunity for Te Korowai o Wainuiārua to build a foundation for the restoration of the social, physical, cultural and economic wellbeing of their people. This includes provision for the social revitalisation of iwi members; restoration of the health and wellbeing of iwi and hapū; rebuilding the cultural identity of the iwi, hapū and whānau within their rohe and making their communities safer for their whanau. A key goal for Te Korowai o Wainuiārua will be to increase support and contribution to the social services within their rohe such as education, health, housing, and other relevant areas where there is a social need for the people. Te Korowai o Wainuiārua wishes to partner with other stakeholders (including Oranga Tamariki) and social service providers to deliver social services within their rohe, and to develop and implement their own social services for iwi.
- 6.2 Te Korowai o Wainuiārua and the Governance Entity wish to strengthen and enhance, through this agreement, its relationship with Oranga Tamariki and work in partnership with Oranga Tamariki to improve whānau relationships, outcomes for tamariki, rangatahi and their whānau when they come to the attention of Oranga Tamariki or other agencies, and generally improve the wellbeing of the Te Korowai o Wainuiārua tamariki, rangatahi and people. Some of the matters to be discussed to advance this goal are set out in clause 10.

#### 7 THE ROLE OF ORANGA TAMARIKI

- 7.1 Oranga Tamariki is dedicated to supporting any child in New Zealand whose wellbeing is at significant risk of harm now, or in the future.
- 7.2 Oranga Tamariki also works with young people who may have offend or are likely to offend.
- 7.3 Oranga Tamariki supports children, family and whānau to restore their mana, their sense of self, their important connections and relationship, their rights to heal and recover, and reach their potential.

#### 8 COMMUNICATION

- 8.1 Parties will maintain effective and efficient communication with each other on a continuing basis through:
- (a) relationship meetings held to advance clause 1.1;
  - (b) information sharing in accordance with clause 11;
  - (c) maintaining information on the Governance Entity's office holders, and their addresses and contact details;

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### 6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- (d) providing a primary contact at Oranga Tamariki for the Governance Entity who will act as a liaison person with other Oranga Tamariki staff;
- (e) providing reasonable opportunities for the Government Entity to meet with relevant Oranga Tamariki staff to discuss and (if possible) resolve any issues that may arise; and
- (f) informing relevant Oranga Tamariki staff of the contents of this Relationship Agreement and their responsibilities and roles under it.

8.2 Oranga Tamariki will seek to engage with the Governance Entity in good faith where a policy or programme, within Oranga Tamariki's responsibilities, will directly impact on Te Korowai o Wainuiārua.

### 9 RELATIONSHIP MEETINGS

9.1 The Parties agree that a senior representative of the Governance Entity and a senior regional manager of Oranga Tamariki will participate in an annual relationship meeting.

9.2 Before each relationship meeting held in accordance with clause 9.1, representatives of the Governance Entity and Oranga Tamariki will agree administrative arrangements for the meeting including the agenda.

9.3 Agenda items could include:

- (a) any legislative or policy developments of interest to or affecting Te Korowai o Wainuiārua;
- (b) opportunities for collaboration between Oranga Tamariki and Te Korowai o Wainuiārua;
- (c) any matters arising in respect to Te Purapura o Tawhiri described in clause 10; and
- (d) any other matters of mutual interest.

9.4 Each Party will meet the costs and expenses of its representatives attending relationship meetings.

9.5 The first relationship meeting will take place within three months of a written request by the Governance Entity.

9.6 The Parties may, over certain periods of time, mutually agree not to hold relationship meetings.

9.7 Other meetings may be held from time to time between Oranga Tamariki staff and the Governance Entity as mutually agreed.

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### 6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

#### 10 TE PURAPURA O TAWHIRI

- 10.1 Oranga Tamariki has agreed to participate in a regionally focused agency socio-economic collective, Te Purapura o Tawhiri (**the Collective**) which is to be focussed on the enhancement of the well-being, revitalisation and quality of life of the people of Te Korowai o Wainuiārua. The Collective's purpose is to assist the parties to work together collaboratively to promote the physical, cultural, economic and social well-being of Te Korowai o Wainuiārua and, where appropriate, the wider community in the Area of Interest.
- 10.2 The scope and operation of the Collective is set out in a separate agreement between Oranga Tamariki, the Governance Entity and other relevant central and local government agencies.

#### 11 INFORMATION SHARING

- 11.1 Oranga Tamariki and the Governance Entity recognise the mutual benefit of information exchange.
- 11.2 Oranga Tamariki and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Te Korowai o Wainuiārua area of interest and statistics and other data of relevance to Te Korowai o Wainuiārua. Any information that is shared is subject to clause 15.

#### 12 WORK PLAN

- 12.1 As a result of the annual relationship meetings held in accordance with clause 9, and as part of other relationship meetings held in accordance with clause 8, the parties shall develop a work plan.
- 12.2 For the period of 24 months following the settlement date the work plan may include projects and topics such as the following:
- (a) A stocktake of respective and mutual interests in the wellbeing of children who come to the attention of Oranga Tamariki in the Te Korowai o Wainuiārua rohe;
  - (b) Identification of areas of mutual priority such as care and protection arrangements for tamariki removed from their homes;
  - (c) Involvement in co-design exercises relating to the wellbeing of children who come to the attention of Oranga Tamariki;
  - (d) Discuss and investigate opportunities for capability development of the Governance Entity in providing support to its tamariki, rangatahi and whānau;
  - (e) Establishment of a Community Hub of social service agencies (including potentially Oranga Tamariki) located in Raetihi within the area of interest of Te Korowai o Wainuiārua;



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### 6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN

- (f) The exploration of strategic partnership between Oranga Tamariki and the Governance Entity under section 7AA(2)(c) of the Oranga Tamariki Act 1989; and
- (g) Any other opportunities to innovate and collaborate as the relationship develops.

### 13 CONTACTS

- 13.1 The contact person for Oranga Tamariki for all matters relating to this Relationship Agreement is [Bev Markham, Regional Manager, supported by Iria Pene, Regional Manager Central, and Peter Galvin, General Manager, Partnerships].
- 13.2 The contact person for all matters relating to this Relationship Agreement is the [Chief Executive or a nominee] of the Governance Entity.
- 13.3 The contact persons named in clauses 13.1 and 13.2 may change from time to time and Oranga Tamariki and the Governance Entity agree to update each other as and when this occurs.

### 14 SPECIAL CONDITIONS

- 14.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

### 15 OFFICIAL INFORMATION

- 15.1 Oranga Tamariki is subject to the requirements of the Official Information Act 1982 ("OIA").
- 15.2 Oranga Tamariki and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 15.3 Oranga Tamariki will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to Oranga Tamariki in a timely fashion, so that Oranga Tamariki is able to meet the statutory timeframes for responding to the relevant request for information.

### 16 PROBLEM RESOLUTION

- 16.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clauses 13.1 and 13.2, it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution.

**DOCUMENTS**

**6.6: RELATIONSHIP AGREEMENT WITH ORANGA TAMARIKI – MINISTRY FOR CHILDREN**

**17 REVIEW**

17.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

**18 AMENDMENT**

18.1 The Parties may agree in writing to vary the provisions of this Relationship Agreement.

**SIGNED** for and on behalf of the )  
**ORANGA TAMARIKI – MINISTRY FOR** )  
**CHILDREN** )  
in the presence of: )  
\_\_\_\_\_ )

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by for and on behalf of the trustees )  
of **Te Korowai o Wainuiārua Trust** )  
by the Chair, in the presence of: )  
\_\_\_\_\_ )

Chairperson/Deputy Chairperson

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**DOCUMENTS**

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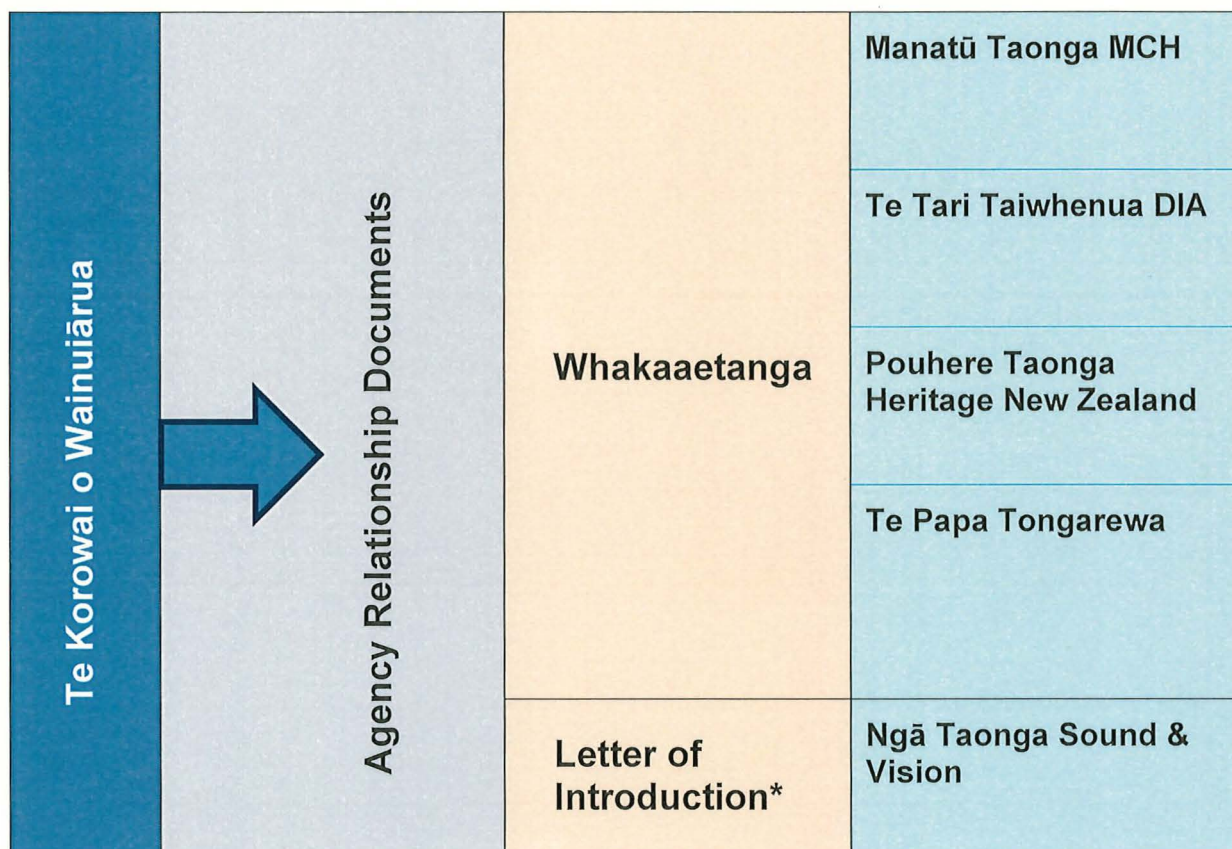
**6.7: WHAKAAETANGA TIAKI TONGA**

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**6.7 WHAKAAETANGA TIAKI TAONGA**

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## Whakaaetanga Tiaki Taonga - Overarching Relationship Agreement



**\*An agreement outside of Treaty settlement process.**

*This diagram explains the way we give effect to the relationship between iwi and the respective agencies. Some Culture and Heritage agencies come under this document, the Whakaaetanga Tiaki Taonga, and some have their own agreement. The constant is the relationship approach which is that agencies will work collaboratively to support iwi and their taonga aspirations.*

*Ngā Taonga Sound & Vision (Ngā Taonga) participates in the collective agency Te Ara Taonga approach, including meetings with other cultural agencies and with iwi. Due to its status as a charitable trust, Ngā Taonga is not a Whakaaetanga signatory. The Letter of Introduction is a formal invitation from the Crown to Ngā Taonga to develop, with Te Korowai o Wainuiārua, a relationship similar to the Whakaaetanga, based on a mutually agreed set of principles which underpins the way we work together.*

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6.7: WHAKAAETANGA TIAKI TONGA

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### 6.7: WHAKAAETANGA TIAKI TONGA

The Parties to this Whakaaetanga Tiaki Taonga (“**Whakaaetanga**”) are:

- Te Korowai o Wainuiārua Trust, being the post settlement governance entity for Te Korowai o Wainuiārua (“**Governance Entity**”);
- Te Tari Taiwhenua, Department of Internal Affairs (“DIA”), the agency responsible for:
  - the National Library Te Puna Mātauranga o Aotearoa (“**National Library**”); and
  - Archives New Zealand Te Rua Mahara o Te Kāwanatanga (“**Archives New Zealand**”)
- The Museum of New Zealand Te Papa Tongarewa (“**Te Papa**”);
- Heritage New Zealand Pouhere Taonga (“**Pouhere Taonga**”); and
- Manatū Taonga, Ministry for Culture and Heritage (“**MCH**”).

For the purposes of this Whakaaetanga the Governance Entity is the body representative of Te Korowai o Wainuiārua who have an interest in the matters covered under this Whakaaetanga. This derives from the status of the Te Korowai o Wainuiārua as tangata whenua in the Iwi Area of Interest and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

The agencies responsible for the National Library and Archives New Zealand, Te Papa, Pouhere Taonga and MCH are for the purposes of this Whakaaetanga referred to as the “Culture and Heritage Parties”.

A summary of the role and functions of each of the Parties is provided in the Appendices. A summary of the traditional history, values, vision and aspirations for Te Korowai o Wainuiārua is set out in Appendix D.

#### Introduction

Under the Deed of Settlement dated [X] between Te Korowai o Wainuiārua and the Crown (the “Deed of Settlement”), the Parties agreed to the development of a:

1. Whakaaetanga between the Culture and Heritage Parties and the Governance Entity to facilitate:
  - 1.1. the care, management, access, use, development and revitalisation of Te Korowai o Wainuiārua taonga; and
  - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Te Korowai o Wainuiārua.
2. The Parties have entered into this Whakaaetanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.

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### 6.7: WHAKAAETANGA TIAKI TONGA

3. The Parties wish to record in this Whakaaetanga their common commitment relating to the care and management, use, development and revitalisation of, and access to, Te Korowai o Wainuiārua taonga (whether held by Te Korowai o Wainuiārua whānau and hapū, or the Culture and Heritage Parties).
4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Te Korowai o Wainuiārua.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of the Governance Entity.

#### Purpose

6. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Te Korowai o Wainuiārua taonga, whether held by Te Korowai o Wainuiārua whānau and hapū or the Culture and Heritage Parties.
7. Those Parties who have responsibilities for taonga recognise the following, which will guide them in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the joint work plans:
  - 7.1. the significance of Te Korowai o Wainuiārua taonga to the maintenance and development of Te Korowai o Wainuiārua culture and to enriching the cultural life of New Zealand;
  - 7.2. that Te Korowai o Wainuiārua taonga is held and looked after by Te Korowai o Wainuiārua whānau and hapū, and also by the Culture and Heritage Parties to this Whakaaetanga;
  - 7.3. Te Korowai o Wainuiārua's cultural and spiritual authority in relation to Te Korowai o Wainuiārua taonga;
  - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Te Korowai o Wainuiārua in the care and management, use, development and revitalisation of, and access to, Te Korowai o Wainuiārua taonga is required as agreed in the joint work plans;
  - 7.5. that innovative and technological solutions are required to provide opportunities for Te Korowai o Wainuiārua's youthful population, and a large part of that population who are living outside the traditional tribal rohe, to connect with Te Korowai o Wainuiārua's culture and identity; and
  - 7.6. the need for an enduring and collaborative relationship to be developed between the Governance Entity and the Culture and Heritage Parties.

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### 6.7: WHAKAAETANGA TIAKI TONGA

8. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the work plans:
  - 8.1. the significance that place-based taonga such as marae, wāhi tapu and wāhi tūpuna, ancestral footprints in archaeology, and others have for iwi/hapū and the cultural life of New Zealand;
  - 8.2. that said place-based taonga are looked after by Te Korowai o Wainuiārua whānau and hapū;
  - 8.3. Te Korowai o Wainuiārua's cultural and spiritual authority in relation to their place-based taonga
  - 8.4. that active and meaningful engagement by the Pouhere Taonga with Te Korowai o Wainuiārua in the identification, protection, preservation and conservation of their place-based taonga are required as agreed in the work plans; and
  - 8.5. the need for an enduring and collaborative relationship to be developed between the Governance Entity and Pouhere Taonga.

#### Vision

9. The Culture and Heritage Parties recognise and respect Te Korowai o Wainuiārua's vision and aspirations which are described in Appendix D. This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement and the agreed work plans.
10. This vision and aspirations are intended to facilitate access to Te Korowai o Wainuiārua taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Te Korowai o Wainuiārua's historical and cultural heritage.
11. The vision and aspirations of Te Korowai o Wainuiārua and the Governance Entity are built upon the already existing relationships between Te Korowai o Wainuiārua and the Culture and Heritage Parties. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tūpuna and land based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.



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### 6.7: WHAKAAETANGA TIAKI TONGA

#### Principles

12. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:
  - 12.1. working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - 12.2. working with a 'no surprises' approach;
  - 12.3. working in a spirit of co-operation;
  - 12.4. acknowledging that the relationship is flexible and evolving;
  - 12.5. respecting the independence of the Parties and their individual mandates, roles and responsibilities; and
  - 12.6. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
13. The Governance Entity and the Culture and Heritage Parties have entered into this Whakaaetanga in good faith and in the spirit of partnership. The Governance Entity and the Culture and Heritage Parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

#### Effect

14. The requirements of the Whakaaetanga are aspirational and non-binding. The Parties acknowledge that while this Whakaaetanga is not intended to constitute a contract, that is enforceable in law between the Parties, the Parties are committed to working together in good faith in accordance with this Whakaaetanga.
15. Appendix B (The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu) of the Whakaaetanga is issued pursuant to section [xx] of the [IWI NAME Settlement Act YEAR] ("the Settlement Legislation") that implements the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement. Appendix B is legally enforceable under the Settlement Legislation.
16. For the avoidance of doubt the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.
17. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.
18. The Governance Entity acknowledges that all agreements and commitments contained in this Whakaaetanga are subject to legislative rights and obligations under which the respective Culture and Heritage Parties operate and the terms upon which specific taonga are held by the Culture and Heritage Parties.

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### 6.7: WHAKAAETANGA TIAKI TONGA

#### Development of specific pieces of work

19. When requested by the Governance Entity, each of the Culture and Heritage Parties will confirm joint work plans (work plans) with the Governance Entity, in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:
  - 19.1. provide the detail of the commitments agreed by the Governance Entity and each respective Culture and Heritage Party;
  - 19.2. set out a timetable and milestones for delivering on any agreed commitments;
  - 19.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
  - 19.4. identify a process for resolving any issues or disputes;
  - 19.5. identify key contact persons for the parties;
  - 19.6. provide for mutually agreed outcomes; and
  - 19.7. provide for the work plans to be reviewed at the annual meeting.
20. Final topics for the work plans will be mutually agreed by the Governance Entity and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
21. When developing work plans Culture and Heritage Parties may invite any other party to be involved in discussions about the work plan. The Culture and Heritage Parties will engage with the Governance Entity before issuing any such invitation.

#### Work Plan Topics Shared by all Parties

22. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.
  - 22.1. Care and Management of Te Korowai o Wainuiārua taonga held by Culture and Heritage Parties and of land based Māori heritage structures and monuments:
    - (a) to provide access, advice and guidance on taonga and cultural heritage issues;
    - (b) to work collaboratively with the Governance Entity as far as reasonably practicable, to develop and maintain inventories for Te Korowai o Wainuiārua taonga;
    - (c) to work collaboratively with the Governance Entity to research Te Korowai o Wainuiārua taonga;

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### 6.7: WHAKAAETANGA TIAKI TONGA

- (d) to work with the Governance Entity to develop metadata for Te Korowai o Wainuiārua taonga;
- (e) to work collaboratively with the Governance Entity on taonga care, management, and storage;
- (f) to develop mutually beneficial research projects that enhance the understanding of Te Korowai o Wainuiārua taonga and Te Korowai o Wainuiārua culture; and
- (g) to work collaboratively with the Governance Entity on the identification, preservation and protection of their land based Māori heritage, structures and monuments.

22.2. Sharing knowledge and expertise associated with Te Korowai o Wainuiārua cultural heritage in order to:

- (a) share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
- (b) share information on database use and research methodologies specific to, or that can be applied towards Te Korowai o Wainuiārua taonga;
- (c) work together on exhibition planning processes and related activities specific to Te Korowai o Wainuiārua taonga;
- (d) seek advice from the Governance Entity regarding specific policy and tikanga guidance as it relates to Te Korowai o Wainuiārua taonga; and
- (e) share information on the preservation and protection of land based Māori heritage, structures and monuments.

22.3. Opportunities for increased learning and capacity building relating to Te Korowai o Wainuiārua taonga through:

- (a) conservation and training in Taonga and structure preservation;
- (b) collection management systems;
- (c) digitisation initiatives; and
- (d) training and development, with possible internships.

23. Final topics for the work plans will be mutually agreed by the Governance Entity and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Whakaetanga

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includes potential topics for work plans between the Governance Entity and each of the Culture and Heritage Parties.

#### Ongoing Relationships

24. The Parties agree to meet ("hui of the Parties") if requested by either party, at a date to be mutually agreed.
25. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.
26. Each party will meet its own cost of attending the hui of the Parties.

#### Communication

27. The Parties commit to:
  - 27.1. maintain effective communication with one another on any concerns and issues arising from this Whakaaetanga and its implementation;
  - 27.2. as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
  - 27.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Whakaaetanga and the practical tasks which flow from it;
  - 27.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Whakaaetanga and future amendments; and
  - 27.5. include a copy of this Whakaaetanga on the Culture and Heritage Parties' websites.
28. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Whakaaetanga shall be resolved after taking into account the Governance Entity vision and principles.

#### Changes to Policy and Legislation Affecting this Whakaaetanga

29. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with the Governance Entity on legislative and policy development or review which potentially affects Te Korowai o Wainuiārua taonga and provide for opportunities for the Governance Entity to contribute to such developments.
30. If any of the Culture and Heritage Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under

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### 6.7: WHAKAAETANGA TIAKI TONGA

which the Culture and Heritage Parties operate, and which impacts on the purpose of this Whakaaetanga, the Culture and Heritage Parties shall:

- 30.1. notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
  - 30.2. make available to the Governance Entity the information provided to Māori as part of the consultation process referred to in this clause;
  - 30.3. use best endeavours to discuss options to resolve concerns; and
  - 30.4. advise the Governance Entity of the final outcome of any such consultation.
31. Where the Culture and Heritage Parties are required to consult under this Whakaaetanga, the basic principles that will be followed in consulting with Governance Entity trustees in each case are:
- 31.1. ensuring that the Governance Entity trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage party of the proposal or issues to be the subject of the consultation;
  - 31.2. providing the Governance Entity trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;
  - 31.3. ensuring that sufficient time is given for the participation of the Governance Entity trustees in the decision making process including the preparation of submissions by the Governance Entity trustees in relation to any of the matters that are the subject of the consultation;
  - 31.4. ensuring that the Culture and Heritage party will approach the consultation with the Governance Entity trustees with an open mind, and will genuinely consider the submissions of the Governance Entity trustees in relation to any of the matters that are the subject of the consultation; and
  - 31.5. reporting back to the Governance Entity trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

#### Dispute Resolution

32. In the event that the parties cannot agree on the interpretation or implementation of this Whakaaetanga, or agree revised terms following a review of the Whakaaetanga, then a meeting will be convened between the Governance Entity and the Chief Executive of, or relevant Minister for, the Culture and Heritage Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board). Any Party that makes a request for a meeting will give one months' notice to the other parties.

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### 6.7: WHAKAAETANGA TIAKI TONGA

33. Where the dispute has not been resolved within a reasonable period of time through a meeting under clause 32 then either party may require the dispute to be referred to mediation as follows:
- 33.1. the party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
- 33.2. the parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in clause 33.1 mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
- (a) familiar with tikanga based dispute resolution; and
  - (b) independent of the dispute.
- 33.3. the mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.
34. Where a mediator is appointed through the process described in clause 24, the costs of the mediation will be met jointly by the Parties.

#### Review Provision

35. This Whakaaetanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Culture and Heritage Parties that have the potential to affect the matters included in this Whakaaetanga. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered into in the Whakaaetanga remain relevant and continue to capture the purpose of the Whakaaetanga.
36. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at clause 33 and may sign an amended Whakaaetanga that reflects the changes which will take effect upon signing.

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### 6.7: WHAKAAETANGA TIAKI TONGA

#### Definitions

<b>“the Area”</b>	means the Te Korowai o Wainuiārua Area of Interest as defined at Appendix D
<b>“Culture and Heritage parties”</b>	has the same meaning given to it in “the Parties” section of this Whakaaetanga
<b>“Deaccessioned”</b>	means the permanent removal of an item from the collections of Te Papa
<b>“Found”</b>	has the same meaning as in section 2 of the Protected Objects Act 1975
<b>“Inventories”</b>	means list of information
<b>“Whakaaetanga”</b>	means this Whakaaetanga Tiaki Taonga
<b>“National Library”</b>	includes the Alexander Turnbull Library
<b>“Settlement Date”</b>	has the same meaning as in the Deed of Settlement.
<b>“Taonga”</b>	Taonga includes (but is not limited to) artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images, wāhi tapu, wāhi tapu areas, wāhi tūpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga.
<b>“Tiaki Taonga”</b>	means the care and management, use, development and revitalisation of, and access to, taonga; whether held by iwi, whānau and hapū or the Crown parties

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6.7: WHAKAAETANGA TIAKI TONGA

[Issued on [ ]]

Signing parties

[Name]  
Chief Executive  
Te Korowai o Wainuiārua Trust  
Date:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Paul James  
Chief Executive  
Te Tari Taiwhenua Department of Internal  
Affairs  
Date:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Bernadette Cavanagh  
Chief Executive  
Ministry for Culture and Heritage Manatū  
Taonga  
Date:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Courtney Johnston  
Tumu Whakarae, Chief Executive  
Museum of New Zealand Te Papa  
Tongarewa  
Date:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Arapata Hakiwai  
Kaihautū  
Museum of New Zealand Te Papa  
Tongarewa  
Date:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Andrew Coleman  
Chief Executive  
Heritage New Zealand Pouhere Taonga  
Date:

WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:



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### 6.7: WHAKAAETANGA TIAKI TONGA

#### APPENDIX A: WORK PLAN TOPICS SPECIFIC TO CULTURE AND HERITAGE PARTIES

Potential topics for Culture and Heritage Parties' respective work plans may include, but are not limited to, the topics identified below.

#### Te Tari Taiwhenua Department of Internal Affairs

#### National Library Te Puna Mātauranga o Aotearoa

1. Collaborative Care and Management of Taonga:
  - (a) to work with the Governance Entity to develop processes to record what material relating to Te Korowai o Wainuiārua taonga is being accessed from the collections;
  - (b) to work with the Governance Entity to develop protocols concerning use of and access to material relating to Te Korowai o Wainuiārua taonga;
  - (c) to work with the Governance Entity to facilitate the access of members of Te Korowai o Wainuiārua to material relating to Te Korowai o Wainuiārua taonga;
  - (d) to work with the Governance Entity to develop exhibition opportunities relating to Te Korowai o Wainuiārua Settlement taonga; and
  - (e) to provide the Governance Entity the opportunity to share their mātauranga regarding key activities and events at National Library.
2. Sharing knowledge and expertise associated with Te Korowai o Wainuiārua taonga:
  - (a) to share knowledge and expertise on Te Korowai o Wainuiārua taonga held overseas;
  - (b) to share National Library knowledge and expertise related to literacy and learning; and
  - (c) to broker relationships with New Zealand and international libraries and heritage organisations.

#### Archives New Zealand Te Rua Mahara o Te Kāwanatanga

3. Collaborative Care and Management of Taonga:
  - (a) to work with the Governance Entity to develop processes to record what material relating to Te Korowai o Wainuiārua taonga is being accessed from the collections;
  - (b) to work with the Governance Entity to develop protocols concerning use of and access to materials relating to Te Korowai o Wainuiārua taonga;

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### 6.7: WHAKAAETANGA TIAKI TONGA

- (c) The Chief Archivist will facilitate, where possible, the engagement of public offices with Te Korowai o Wainuiārua to identify and arrange for the discharge of any taonga records relevant to Te Korowai o Wainuiārua which are scheduled for disposal and are not required for retention as part of the permanent Government record.
  - (d) to develop a process to provide information to the Governance Entity on the type of research being conducted when Te Korowai o Wainuiārua taonga are being accessed.
4. Monitoring delivery of service:
- (a) to develop processes to monitor the effectiveness of the relationship with and services to the Governance Entity in achieving outcomes mutually agreed in the work plans.
5. Analysis and reporting:
- (a) to prepare and prioritise a list of key questions to ask regularly in written reports to the Governance Entity which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
6. Advice for public offices and local authorities on access to Te Korowai o Wainuiārua taonga:
- (a) to consult with the Governance Entity, and advise public offices and local authorities, on best practice in making access decisions for access to Te Korowai o Wainuiārua taonga held by the public archives and local authorities.

### **Registrar-G Registrar-General Births. Deaths. Marriages. Citizenship. Authentications and Translations (Mauri o te Tangata)**

7. Collaborative development and maintenance of, iwi and hapu of Te Korowai o Wainuiārua birth, death, marriage, civil union and name change information through:
- (a) Facilitating access by the Governance Entity to registered birth, death and marriage information so that it can identify iwi and hapu of Te Korowai o Wainuiārua births, deaths, marriages, civil unions and name changes for the purposes of historical, demographic and/or health research relating to iwi and hapu of Te Korowai o Wainuiārua in accordance with the provisions of the Births, Deaths, Marriages, and Relationships Registration Act 1995 (" the BDMRR Act") and the Privacy Act 1993;
  - (b) The timely and accurate registration of iwi and hapu of Te Korowai o Wainuiārua births, deaths, marriages and civil unions on the Registers held and administered by the Registrar-General, in accordance with the provisions of the BDMRR Act;

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- (c) Providing assistance to the iwi and hapū of Te Korowai o Wainuiārua to establish a database/s of their members/ beneficiaries; and
- (d) Working collaboratively to ensure iwi and hapu of Te Korowai o Wainuiārua birth, death, marriage and civil union information is accurate and correct, whether held by the governance entity or the Department.

#### Museum of New Zealand Te Papa Tongarewa

8. To work with the Governance Entity consistent with the principle of Mana Taonga which:
- (a) recognises the whakapapa relationships that exist between taonga and their descendant kin communities (iwi, hapū, whānau);
  - (b) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Museum of New Zealand Te Papa Tongarewa's ("Te Papa") collections a special connection to the marae – Rongomaraeroa; and
  - (c) recognises the Governance Entity is an iwi authority for Te Korowai o Wainuiārua in relation to taonga issues, notwithstanding taonga management agreements that may already be in place;
  - (d) provides Te Korowai o Wainuiārua the opportunity to share their matauranga regarding key activities, processes, and events at Te Papa;
  - (e) engages and works with Te Korowai o Wainuiārua and provides Te Korowai o Wainuiārua with the opportunity to acquire, Te Korowai o Wainuiārua taonga that may be deaccessioned by Te Papa; and
  - (f) shapes and informs many of Te Papa's activities and provides guidance for staff in the research, care, and management of taonga.
9. Collaborative Care and Management of Taonga:
- (a) to develop and maintain an inventory of Te Korowai o Wainuiārua taonga held at Te Papa;
  - (b) to work with Te Korowai o Wainuiārua to develop processes to record what Te Korowai o Wainuiārua taonga from the collections is being accessed;
  - (c) to work with Te Korowai o Wainuiārua to develop protocols concerning the use of and access of others to Te Korowai o Wainuiārua taonga, for example advising Te Korowai o Wainuiārua of any access restrictions to taonga required by donors or rights holders and discussing when access to and/or use of taonga could be restricted

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### 6.7: WHAKAAETANGA TIAKI TONGA

- (d) to develop a process to provide information to Te Korowai o Wainuiārua on the type of research being conducted when Te Korowai o Wainuiārua taonga is being accessed where Te Papa is aware of the research;
  - (e) to work with Governance Entity to develop exhibition opportunities; and
  - (f) to provide opportunities to promote Te Korowai o Wainuiārua artists at Te Papa.
10. Education and training initiatives:
- (a) To consider collaborative education initiatives between Te Korowai o Wainuiārua and Te Papa as part of the work plan; and
  - (b) To consider training opportunities for Te Korowai o Wainuiārua as part of the work plan
11. Sharing knowledge and expertise associated with Te Korowai o Wainuiārua cultural heritage kaupapa:
- (a) to share knowledge and expertise associated with Te Korowai o Wainuiārua cultural heritage kaupapa, including the following:
    - (i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;
    - (ii) Visitor Market Research & Evaluation methodology and data;
    - (iii) Te Korowai o Wainuiārua taonga held overseas;
  - (b) to actively facilitate Te Korowai o Wainuiārua relationships with New Zealand and international museums, galleries and heritage organisations; and
  - (c) to actively facilitate opportunities for access and reconnection of the Governance Entity taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations:

12. In the future Te Papa and the Governance Entity will work together on:
- (a) New Zealand Museum Standards Scheme;
  - (b) advice on cultural centre development;
  - (c) commercial Initiatives;
  - (d) exhibition and project partnership.

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### 6.7: WHAKAAETANGA TIAKI TONGA

#### **Pouhere Taonga Heritage New Zealand– Māori Heritage**

13. From maunga kōrero to punawai, from whare tūpuna to rua kōiwi, Māori heritage places are taonga tuku iho, integral to Aotearoa/ New Zealand's culture and identity. Pouhere Taonga – Heritage New Zealand ("Pouhere Taonga") promotes the identification, protection, preservation and conservation of the historical and cultural heritage of our country.

#### **Whakaoranga Taonga Marae - Māori Buildings Conservation Programme**

14. Wharenui, wharekai, whare karakia, pātaka, pouhaki, tohu whakamaharatanga, waka, and other forms of Māori built heritage are important taonga to preserve for the future. Pouhere Taonga actively assists whānau, hapū and iwi initiatives to preserve these taonga through a range of advisory and on-site services.
15. These services include:
- (a) conservation assessments;
  - (b) conservation technical advice and services;
  - (c) conservation workshops; and
  - (d) funding advice.

#### **Mahi Hura Whenua - Māori Heritage and Archaeology**

16. The Heritage New Zealand Pouhere Taonga Act 2014 ("the Act") defines an archaeological site as a place associated with pre-1900 human activity where there may be evidence relating to the history of Aotearoa/New Zealand. When any development is planned that may affect an archaeological site or suspected archaeological site, the developer must apply for an archaeological authority. The archaeological authority provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:
- (a) assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and hapū or iwi has been conducted; and
  - (b) help liaise with communities –relevant iwi, hapū and hāpori, landowners, developers, archaeologists.

#### **Mahi Rārangī Kōrero - Māori Heritage and the List**

17. Formerly known as the Register, the New Zealand Heritage List/Rārangī Kōrero ("the List") recognises historic places, historic areas, Wāhi Tapu, Wāhi Tapu areas and Wāhi Tūpuna that are significant to the heritage of Aotearoa / New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about

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these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plans can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:

- (a) liaise and engage with relevant iwi/hapū and hapori and interested groups, e.g. landowners, local authorities, government departments;
- (b) specifically prepare Māori heritage proposals for entry on the List, researching the history and significance to iwi/hapū of their taonga places; and
- (c) work with iwi/hapū and relevant groups towards the long term conservation, and protection of Māori heritage places, in particular through district planning mechanisms if this is deemed appropriate and conservation advice.

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#### APPENDIX B: THE ROLE OF MANATŪ TAONGA - MINISTRY FOR CULTURE AND HERITAGE IN RELATION TO TAONGA TŪTURU

1. The Minister for Arts, Culture and Heritage (“the Minister”) and the Chief Executive of the Ministry for Culture and Heritage (“the Chief Executive”) have certain roles in terms of the matters described in this Appendix. In exercising such roles, the Minister and the Chief Executive will provide the Governance Entity with the opportunity for input into those matters.

#### Relationship Principles

2. The Governance Entity, the Minister and the Chief Executive agree to abide by the relationship principles set out in [clauses 12 and 13] of this Whakaaetanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

#### Whakaaetanga Provisions

3. The Ministry for Culture and Heritage (“MCH”) agrees to comply with all of its obligations to the Governance Entity set out in the body of the Whakaaetanga.

#### Protected Objects Act 1975

4. The Chief Executive has certain functions, powers and duties in terms of the Protected Objects Act 1975 (formerly known as the Antiquities Act 1975) and will consult, notify and provide information to the Governance Entity trustees within the limits of the Act.
5. The Protected Objects Act 1975 regulates:
  - (a) the export of protected New Zealand objects;
  - (b) the illegal export and import of protected New Zealand and foreign objects; and
  - (c) the sale, trade and ownership of taonga tūturu, including what to do if you find a taonga or Māori artefact.

#### Notification of Taonga Tūturu

6. From the date this Whakaaetanga is issued the Chief Executive will:
  - (a) Notify the Governance Entity in writing of any Taonga Tūturu found within the Area or identified as being of Te Korowai o Wainuiārua origin found anywhere else in New Zealand;
  - (b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Te Korowai o Wainuiārua origin found anywhere else in New Zealand;



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- (c) notify the Governance Entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Te Korowai o Wainuiārua origin found anywhere else in New Zealand;
- (d) notify the Governance Entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Te Korowai o Wainuiārua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- (e) notify the Governance Entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Te Korowai o Wainuiārua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

#### **Ownership of Taonga Tūturu found in the Area or Identified as being of Te Korowai o Wainuiārua Origin Found Elsewhere In New Zealand**

- 7. If the Governance Entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Area or identified as being of Te Korowai o Wainuiārua origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 8. If there is a competing claim or claims lodged in conjunction with the Governance Entity's claim of ownership, the Chief Executive will consult with the Governance Entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 9. If the competing claims for ownership of any Taonga Tūturu found within the Area or identified as being of Te Korowai o Wainuiārua origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the Governance Entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

#### **Custody of Taonga Tūturu found in the area or identified as being of Te Korowai o Wainuiārua origin found elsewhere in New Zealand**

- 10. If the Governance Entity does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Te Korowai o Wainuiārua origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:



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- (a) consult the Governance Entity before a decision is made on who may have custody of the Taonga Tūturu; and
- (b) notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

#### Export Applications - Expert Examiners

11. For the purpose of seeking an expert opinion from the Governance Entity trustees on any export applications to remove any Taonga Tūturu of Te Korowai o Wainuiārua origin from New Zealand, the Chief Executive will register the Governance Entity trustees on the MCH Register of Expert Examiners.
12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Te Korowai o Wainuiārua origin from New Zealand, the Chief Executive will consult the Governance Entity trustees as an Expert Examiner on that application, and notify the Governance Entity trustees in writing of their decision.

#### The role of the Minister under the Protected Objects Act 1975

13. The Minister has functions, powers and duties under the Protected Objects Act 1975 and may consult, notify and provide information to The Governance Entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the Governance Entity as an Expert Examiner, the Minister may consult with the Governance Entity where a person appeals the decision of the Chief Executive to:
  - (a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - (b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
14. MCH will notify the Governance Entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the Governance Entity was consulted as an Expert Examiner.

#### Registration as a collector of Ngā Taonga Tūturu

15. The Chief Executive will register the Governance Entity trustees as a Registered Collector of Taonga Tūturu.

#### Board Appointments

16. The Chief Executive shall:
  - (a) notify the Governance Entity trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

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- (b) add the Governance Entity trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
- (c) notify the Governance Entity trustees of any ministerial appointments to Boards which the Minister to, where these are publicly notified.

#### **National Monuments, War Graves and Historic Graves**

- 17. The Chief Executive shall seek and consider the views of the Governance Entity trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Te Korowai o Wainuiārua's interests.
- 18. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the Governance Entity, which the Chief Executive considers complies with the MCH's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

#### **History publications relating to Te Korowai o Wainuiārua**

- 19. The Chief Executive shall:
  - (a) provide the Governance Entity trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Te Korowai o Wainuiārua; and
  - (b) where reasonably practicable, consult with the Governance Entity trustees on any work MCH undertakes that relates substantially to Te Korowai o Wainuiārua:
    - (i) from an early stage;
    - (ii) during the process of undertaking the work; and
    - (iii) before making the final decision on the material of a publication.
- 20. The Governance Entity trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the Governance Entity trustees, is entitled to make the final decision on the material of the historical publication.

#### **Provision of Cultural and/or Spiritual Practices and Professional Services**

- 21. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Te Korowai o Wainuiārua within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

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22. Where appropriate, the Chief Executive will consider using the Governance Entity trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in [clause 22 and 23] of Appendix B is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and MCH's purchasing policy.

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#### APPENDIX C: BACKGROUND INFORMATION OF THE AGENCIES

##### Te Tari Taiwhenua (Department of Internal Affairs)

1. Te Tari Taiwhenua Department of Internal Affairs ("the Department") is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector.
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
  - (a) provides direct services to people, communities and government;
  - (b) provides policy advice to government;
  - (c) regulates people's activity, encourages compliance and enforces the law;
  - (d) monitors performance; and
  - (e) currently employs 1500 staff in 21 cities and towns in New Zealand, Sydney and London.
5. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs will be accountable for the functions of the National Library and of Archives New Zealand.
6. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in, this Whakaaetanga in relation to the functions of the National Library and of Archives New Zealand, and will have an important role in managing the overall relationship with Te Korowai o Wainuiārua.

##### National Library of New Zealand (Te Puna Mātauranga o Aotearoa)

7. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:

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- (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;
  - (b) supplementing and furthering the work of other libraries in New Zealand; and
  - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
8. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;
  - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
  - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

### Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

9. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
10. Archives New Zealand works to achieve the following outcomes:
- (a) Full and accurate records are kept by public sector agencies;
  - (b) Public archives are preserved and well-managed;
  - (c) Public archives are accessible and used; and
  - (d) The archiving community is coordinated and well led.
11. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards.

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### 6.7: WHAKAAETANGA TIAKI TONGA

12. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.
13. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.
14. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
15. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department's role and responsibility. The regional offices provide local communities with access to records of local significance. Together we support government recordkeeping and community organisations, Māori, iwi and hapū with the care and management of archives.

#### **Museum of New Zealand Te Papa Tongarewa (Te Papa)**

16. The Museum of New Zealand Te Papa Tongarewa ("Te Papa") is an autonomous Crown Entity under the Crown Entities Act 2004. It was established by the Museum of New Zealand Te Papa Tongarewa Act 1992, replacing the former National Museum and National Art Gallery.
17. Te Papa's purpose, as stated in the Museum of New Zealand Te Papa Tongarewa Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present and meet the challenges of the future".
18. Under the Act, in performing its functions, Te Papa shall:
  - (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
  - (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity;
  - (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.

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### 6.7: WHAKAAETANGA TIAKI TONGA

19. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to the Te Papa website: <https://www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents>

#### **Manatū Taonga – Ministry for Culture and Heritage**

20. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.
21. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.
22. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand's culture and kaitiaki of New Zealand's taonga. The Ministry's work prioritises cultural outcomes and also supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
23. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

#### **Heritage New Zealand Pouhere Taonga**

24. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust, is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.
25. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the Crown Entities Act 2004. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the Heritage New Zealand Pouhere Taonga Act 2014.
26. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the Resource Management Act 1991, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.

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### 6.7: WHAKAAETANGA TIAKI TONGA

27. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.



**APPENDIX D: TE KOROWAI O WAINUIĀRUA BACKGROUND, VISION, VALUES AND ASPIRATIONS**

**Background**

1. Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
2. Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
3. Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
  - (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
  - (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

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### 6.7: WHAKAAETANGA TIAKI TONGA

4. These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
5. Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.

#### **Te Korowai o Wainuiārua Statement of Values**

6. Te Korowai o Wainuiārua represents the descendants of three tupuna – Uenuku, Tamakana and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. Every relationship is sourced in the values we have inherited from our tupuna. These will be expressed by the values:
  - (a) Mana Atua: the highest value because it is the basis of Wairuatanga.
  - (b) Mana Tīpuna: denotes the element of respect for the way we carry forward the legacy of our Tīpuna. This interacts with Mana Tāngata as an inherited value.
  - (c) Mana Whenua: (including Mana Moana) denotes rangatiratanga, dignity and authority.
  - (d) Whakapapa: the overall value that defines who we are and our links back to Te Atua.
  - (e) Taonga: the value defining what we treasure – what is precious to us.
  - (f) Rawa: the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
  - (g) Tikanga: depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tīpuna.
  - (h) Kaupapa: seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
  - (i) Rautaki: is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.

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### 6.7: WHAKAAETANGA TIAKI TONGA

- (j) Kaitiakitanga. Kaitiakitanga requires engagement in governance, management and operations and includes the:
  - (i) right to maintain and control our environment according to our own established practices;
  - (ii) right to interact with our environment in a manner consistent with our tino rangatiratanga;
  - (iii) legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and
  - (iv) support for the purity, potency and integrity of our natural environment

### Cultural Heritage Vision and Aspirations

- 7. Te Korowai o Wainuiārua seeks to rebuild, restore and protect its cultural heritage and history so that it is alive and accessible for future generations. This will include:
  - (a) protecting, recording and improving access to the iwi and hapu rich cultural heritage, including waiata, kapahaka, raranga (weaving) and waikairo (carving);
  - (b) protection, restoration of and access to physical material such as film, sound recordings, books and manuscripts, weavings, textiles and waka;
  - (c) the establishment of a multi-purpose centre (whare wananga) to house and enable access to information, mātauranga Maori, tribal learning, creation of a tribal archive and marae restoration;
  - (d) language revitalisation (te reo) and enabling the spread and learning of Te Korowai o Wainuiārua tikanga;
  - (e) the erection of pou and information centres and marae restoration;
  - (f) the repatriation of taonga;
  - (g) access to physical cultural materials (minerals, flora and fauna) from Crown land and through Crown agencies;
  - (h) ability to place interns with Culture and Heritage Parties.
- 8. Following settlement the Governance Entity will develop a cultural revitalisation plan, including a strategy for re-engaging our rangatahi in their culture.
- 9. It is recognised that creating relationships with relevant third parties who are able to assist with the implementation of these projects, including museums, archives and the Historic Places Trust will be an important element in the success of these aspirations.

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### 6.7: WHAKAAETANGA TIAKI TONGA

10. Te Korowai o Wainuiārua is therefore seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Te Korowai o Wainuiārua taonga, whether held by Te Korowai o Wainuiārua whānau and hapū or the Culture and Heritage Parties.
11. This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement and the agreed work plans.



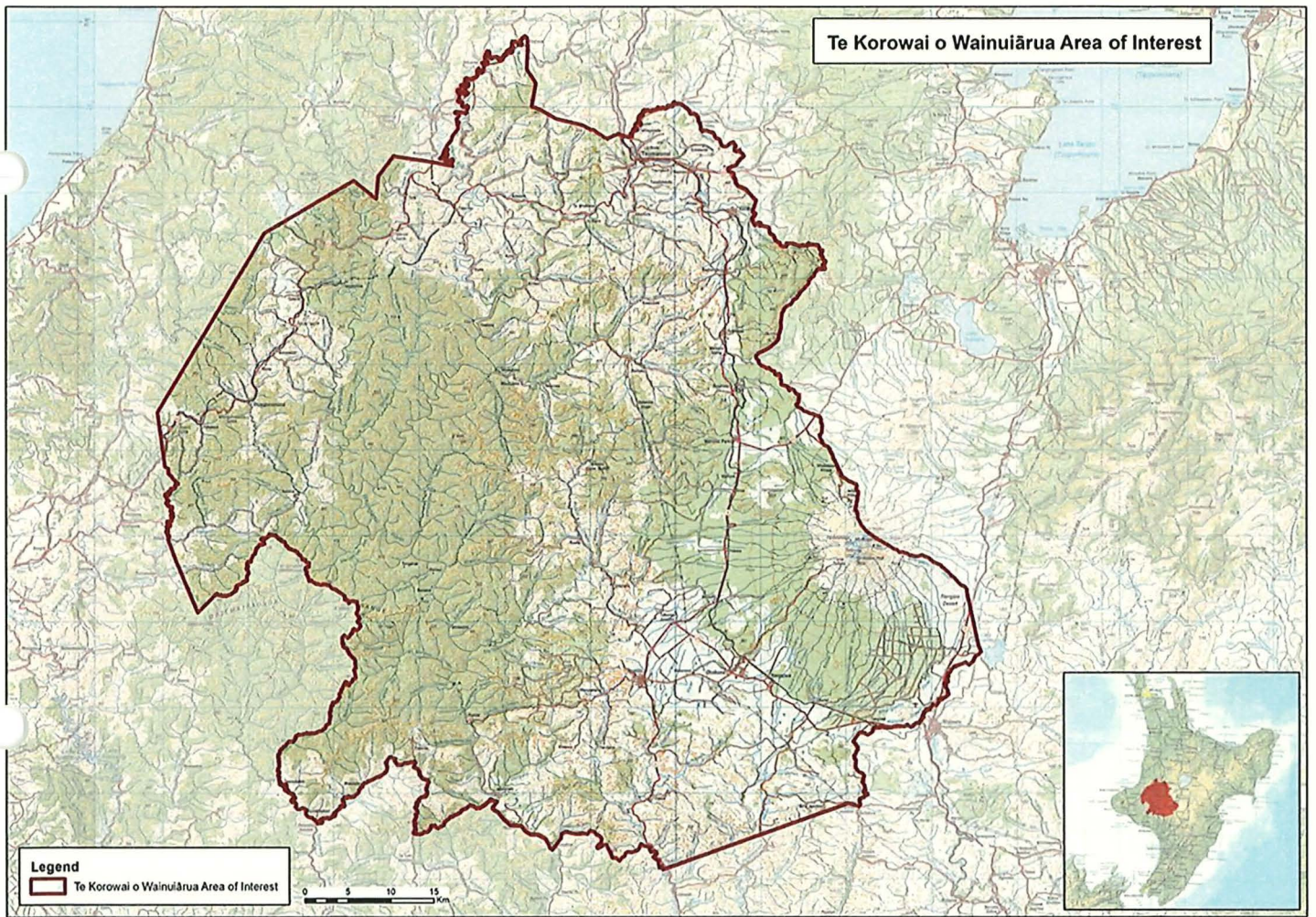
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APPENDIX E: TE KOROWAI O WAINUIĀRUA AREA OF INTEREST



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6.8: TE PURAPURA O TAWHIRI

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6.8 TE PURAPURA O TAWHIRI

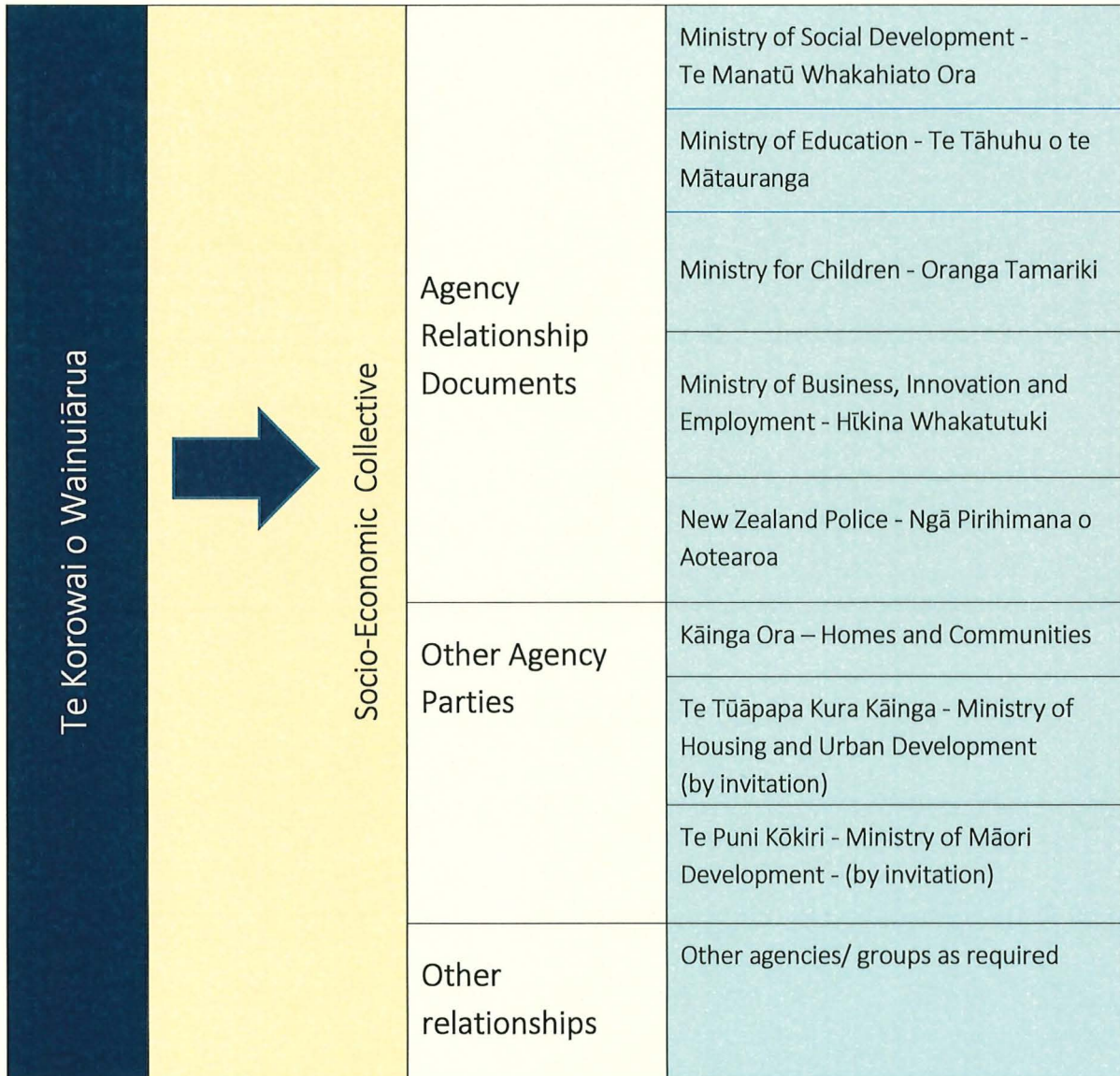
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6.8: TE PURAPURA O TAWHIRI

Te Purapura o Tawhiri - Overarching Collective structure



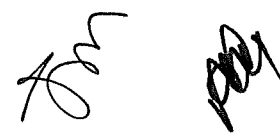
*This diagram explains the way we give effect to the relationship between iwi and the respective Agencies (the Parties). Some of the Agencies involved in Te Purapura o Tawhiri have their own individual/separate relationship agreement with Te Korowai o Wainuiārua. The constant is the relationship approach; agencies working collaboratively to support iwi and their wellbeing aspirations.*

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### 6.8: TE PURAPURA O TAWHIRI

#### Te Purapura o Tawhiri Socio Economic Collective Agreement

##### The Parties

1. The Parties to the Te Purapura o Tawhiri socio-economic collective agreement ("Agreement") are:
  - (a) Te Korowai o Wainuiārua Trust, the Governance Entity, being the post settlement governance entity for Te Korowai o Wainuiārua;
  - (b) Te Manatū Whakahiato Ora/Ministry of Social Development ("MSD");
  - (c) Te Tāhuhu o te Mātauranga/Ministry of Education ("MoE");
  - (d) Oranga Tamariki/Ministry for Children ("Oranga Tamariki");
  - (e) Ministry of Business, Innovation and Employment/Hīkina Whakatutuki ("MBIE");
  - (f) New Zealand Police/Ngā Pirihimana o Aotearoa ("Police"); and
  - (g) Kāinga Ora – Homes and Communities ("Kāinga Ora").(together referred to as the "Parties")
2. Other parties to this agreement who have agreed to participate by invitation are:
  - (a) Te Puni Kōkiri; and
  - (b) Te Tūāpapa Kura Kāinga/Ministry of Housing and Urban Development will attend when housing related matters are on the agenda.
3. The government agencies that have a range of social and economic policy and management responsibilities in the Te Korowai o Wainuiārua Area of Interest (the "Area"), and who are signatories to this Agreement are, for the purposes of this Agreement, referred to as the "Agencies".
4. The Agencies have entered into this Agreement as part of the settlement of the historical Tiriti o Waitangi/Treaty of Waitangi claims of Te Korowai o Wainuiārua and consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.



## DOCUMENTS

### 6.8: TE PURAPURA O TAWHIRI

5. A summary of the traditional history, values, vision and aspirations for Te Korowai o Wainuiārua is set out in Appendix A. The Te Korowai o Wainuiārua Area is set out in Appendix B.

#### Introduction /Purpose

6. The Te Korowai o Wainuiārua Treaty Settlement presents an opportunity for Te Korowai o Wainuiārua to build a foundation for the restoration of the social, physical, cultural and economic wellbeing of their people. This includes provision for the social revitalisation of iwi members; recognition of the historical loss and damage done to hapū and iwi in terms of social and cultural development; restoration of the health and wellbeing of iwi and hapū; rebuilding the cultural identity of the iwi, hapū and whānau within their rohe and making their communities safer for their whanau.
7. Through their Treaty settlement, Te Korowai o Wainuiārua seek:
  - (a) to maximise resources and achieve greater impact to improve the health and wellbeing of whānau and hapū;
  - (b) to increase agency support and contribution to meet the needs of whānau and hapū within their rohe in education, health, housing, and other relevant areas where there is a social need for the people;
  - (c) to partner with other stakeholders and social service providers (including the Agencies) to deliver social services within their Area; and
  - (d) to develop and implement their own social services for iwi members.
8. This Agreement :
  - (a) establishes an annual hui of the Parties;
  - (b) seeks to recognise and build on collaboration already underway in the region between the Parties; and
  - (c) sets out how the Parties might work together on shared priorities and matters of mutual interest, including information sharing and the potential development of a collective strategy to promote the purpose of this Agreement.

#### Shared Relationship Principles

9. The Parties acknowledge that the following relationship principles will guide the implementation of this Agreement:



## DOCUMENTS

### 6.8: TE PURAPURA O TAWHIRI

- (a) kia mau ki te wairua o Te Tiriti o Waitangi: uphold the spirit of the Treaty of Waitangi;
- (b) where possible, ensure early engagement on issues of known mutual interest;
- (c) acknowledge that the relationship is evolving, not prescribed;
- (d) build opportunities to advance the aspirations of Te Korowai o Wainuiārua;
- (e) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
- (f) address issues and discuss disagreements openly, directly, and confidently when they arise;
- (g) respect the independence of the Parties and their individual mandates, roles and responsibilities; and
- (h) recognise and acknowledge that the Parties benefit from working together by sharing their vision, knowledge and expertise.

#### Effect

- 10. The requirements of the Agreement are aspirational and non-binding. The Parties acknowledge that while the Agreement is not intended to constitute a contract that is enforceable in law, the Parties are committed to working together in good faith in accordance with this Agreement.
- 11. The provisions in this Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and are subject to any legislative rights and obligations under which the Agencies operate, including the Privacy Act 2020 or its successors.
- 12. Any Agency commitments under this Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Agencies and Government of the day.
- 13. The commitments of Te Korowai o Wainuiārua Trust under this Agreement are limited to the extent that they are within its capability, resources and priorities.
- 14. In accordance with the relationship principles listed above at clause 8, the limitations expressed above do not preclude the Parties from agreeing to explore opportunities beyond those limitations on a no prejudice basis.



## DOCUMENTS

### 6.8: TE PURAPURA O TAWHIRI

#### *Existing relationship agreements*

15. This Agreement is intended to further enhance the existing relationships between the Agencies and Te Korowai o Wainuiārua. Nothing in this Agreement displaces existing arrangements between the Agencies or any other iwi, hapū or whānau group, whether or not they be affiliated with Te Korowai o Wainuiārua.
16. This Agreement is to be read to be consistent with any separate relationship arrangements between Te Korowai o Wainuiārua and individual Agencies.

#### **Annual Hui**

17. The first Annual Hui will, if reasonably possible, take place within six months of a written request by the Governance Entity following settlement.
18. The Annual Hui will be timed as much as possible to coincide with the Parties' business planning processes. If appropriate and agreed between the relevant parties, the Annual Hui could be held in conjunction with, or at the same time and place as, any individual relationship meetings between Te Korowai o Wainuiārua Trust and Agencies.
19. Before each Annual Hui representatives of Te Korowai o Wainuiārua Trust and Agencies will agree administrative arrangements for the meeting including the date, time, agenda and location.
20. The Agency facilitating each Annual Hui will be responsible for the distribution of any agreed action points.
21. The MSD has agreed to facilitate the first Annual Hui and MoE has agreed to facilitate the second Annual Hui.
22. At the second Annual Hui, the Parties will agree which Party will facilitate the next Annual Hui.

#### *Terms of Reference for the Annual Hui*

23. The Parties agree that each Annual Hui will:
  - (a) involve senior managers from all Parties in attendance;
  - (b) have a quorum of a majority of the Parties to this Agreement; and
  - (c) operate on the basis of consensus decision making between those Parties in attendance, noting that absent Parties cannot be bound to a decision without their written agreement.



## DOCUMENTS

### 6.8: TE PURAPURA O TAWHIRI

24. Any Party may, with the agreement of all Parties, invite other agencies or groups to the Annual Hui or other hui to discuss matters of mutual interest, or to participate fully by becoming a party to this Agreement
25. Each party will meet the costs and expenses of its representatives attending the Annual Hui and any additional hui.
26. Agenda items could include:
  - (a) identifying opportunities for collaboration between the Agencies and Te Korowai o Wainuiārua Trust including individual Agency work plan developments;
  - (b) a review of the past year's engagement and future opportunities to review progress towards the implementation of Te Korowai o Wainuiārua social, economic, and cultural aspirations;
  - (c) any legislative or policy developments of interest to, or affecting Te Korowai o Wainuiārua and the collective Agencies;
  - (d) identifying opportunities for training, networking and other capability building activities;
  - (e) identifying funding opportunities or access to any contestable funds; and
  - (f) any other matters of mutual interest.
27. Other hui may be held from time to time as agreed by the Parties. Parties will select representatives keeping in mind the skills, expertise and authority necessary to advance the matters to be discussed.

#### Development of a Collective Work Plan

28. The Parties may develop a collective work plan ("Collective Work Plan") to outline any agreements reached as a framework to monitor and review progress over the course of the year.
29. The Collective Work Plan will, if agreed:
  - (a) reflect the priorities, resources and the specific functions of the Parties.
  - (b) outline the commitments agreed to by Te Korowai o Wainuiārua Trust and each respective Agency to progress mutually agreed outcomes;



## DOCUMENTS

### 6.8: TE PURAPURA O TAWHIRI

- (c) outline a timetable and milestones for delivering on any agreed commitments; and
  - (d) be reviewed at each Annual Hui.
30. When developing the Collective Work Plan the Agencies or Te Korowai o Wainuiārua Trust may invite other parties to be involved in discussions about the Collective Work Plan. The Agencies and Te Korowai o Wainuiārua Trust will engage with each other before issuing any such invitation.

#### Communication

31. As far as reasonably practicable, the Parties commit to:
- (a) maintaining effective communication with one another on any concerns and issues arising from this Agreement;
  - (b) ensuring relevant employees of the Parties are made aware of this Agreement and the practical tasks which flow from it; and
  - (c) inform other relevant organisations with whom they work, about this Agreement and any future amendments that arise.

#### Review Provision

32. This Agreement is a living document that may be reviewed and amended from time to time as agreed between the Parties. The aim of any review is to ensure the Agreement remains relevant to all Parties. Any reviews or amendments will be discussed with any variations to the Agreement being in writing and signed on behalf of each Party at the Annual Hui.

#### Problem Resolution

33. If a problem arises in relation to this Agreement that cannot be resolved by the Parties at the Annual Hui it shall be escalated to the the respective managers of the relevant Parties' representatives to resolve. If the managers concerned is unable to resolve the problem, then the matter shall be escalated to the Chief Executives (or equivalent) of the Parties for final resolution.

## DOCUMENTS

### 6.8: TE PURAPURA O TAWHIRI

#### Definitions

- “Agreement”** means this Agreement
- “Area”** means the Te Korowai o Wainuiārua Area of Interest as described in the Deed of Settlement and shown in Appendix B
- “Agencies ”** means the government, and any other, agencies which agree to participate in due course that have a range of social and economic policy and management responsibilities in the Area, and listed in “the Parties” section of this Agreement
- “Governance Entity”** means Te Korowai o Wainuiārua Trust, the post settlement governance entity for Te Korowai o Wainuiārua and defined in the Deed of Settlement
- “Parties”** means the parties to this agreement, being Te Korowai o Wainuiārua Trust, the post settlement governance entity for Te Korowai o Wainuiārua and the ‘Agencies’.

Dated [    ]

#### Signing parties

(Name)  
Chief Executive  
Te Korowai o Wainuiārua Trust  
Date:

#### WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Debbie Power  
Chief Executive  
Te Manatū Whakahiato Ora/Ministry of  
Social Development  
Date:

#### WITNESS

\_\_\_\_\_  
Name:  
Occupation:  
Address:

DOCUMENTS

6.8: TE PURAPURA O TAWHIRI

Carolyn Tremain

Chief Executive

**Hikina Whakatutuki/Ministry of Business,  
Innovation and Employment**

Date:

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

Iona Holsted

Secretary for Education

**Te Tāhuhu o te Mātauranga/Ministry of  
Education**

Date:

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

[Name]

Chief Executive

**Oranga Tamariki/Ministry for Children**

Date:

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

Andrew Coster

Commissioner of Police

**Ngā Pirihimana o Aotearoa/New Zealand  
Police**

Date:

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

Andrew McKenzie

Chief Executive

**Kāinga Ora – Homes and Communities**

Date:

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:



DOCUMENTS

6.8: TE PURAPURA O TAWHIRI

---

Andrew Crisp

Chief Executive

Te Tūāpapa Kura Kāinga/Ministry of  
Housing and Urban Development/

Date:

WITNESS

\_\_\_\_\_  
Name:

Occupation:

Address:

Two handwritten signatures in black ink, one appearing to be 'AC' and the other 'W', located at the bottom right of the page.

## APPENDIX A: TE KOROWAI O WAINUIĀRUA BACKGROUND, VISION, VALUES AND ASPIRATIONS

## Background

1. Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
2. Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
3. Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
  - (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
  - (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

## DOCUMENTS

### 6.8: TE PURAPURA O TAWHIRI

4. These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
5. Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.

#### Te Korowai o Wainuiārua Statement of Values

6. Te Korowai o Wainuiārua represents the descendants of three tupuna – Uenuku, Tamakana and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. Every relationship is sourced in the values we have inherited from our tupuna. These will be expressed by the values:
  - (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
  - (b) **Mana Tūpuna:** denotes the element of respect for the way we carry forward the legacy of our Tūpuna. This interacts with Mana Tāngata as an inherited value.
  - (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
  - (d) **Whakapapa:** the overall value that defines who we are and our links back to Te Atua.
  - (e) **Taonga:** the value defining what we treasure – what is precious to us.
  - (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
  - (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tūpuna.
  - (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
  - (i) **Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.
  - (j) **Kaitiakitanga.** Kaitiakitanga requires engagement in governance, management and operations and includes the:

## DOCUMENTS

### 6.8: TE PURAPURA O TAWHIRI

- (i) right to maintain and control our environment according to our own established practices;
- (ii) right to interact with our environment in a manner consistent with our tino rangatiratanga;
- (iii) legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and
- (iv) support for the purity, potency and integrity of our natural environment

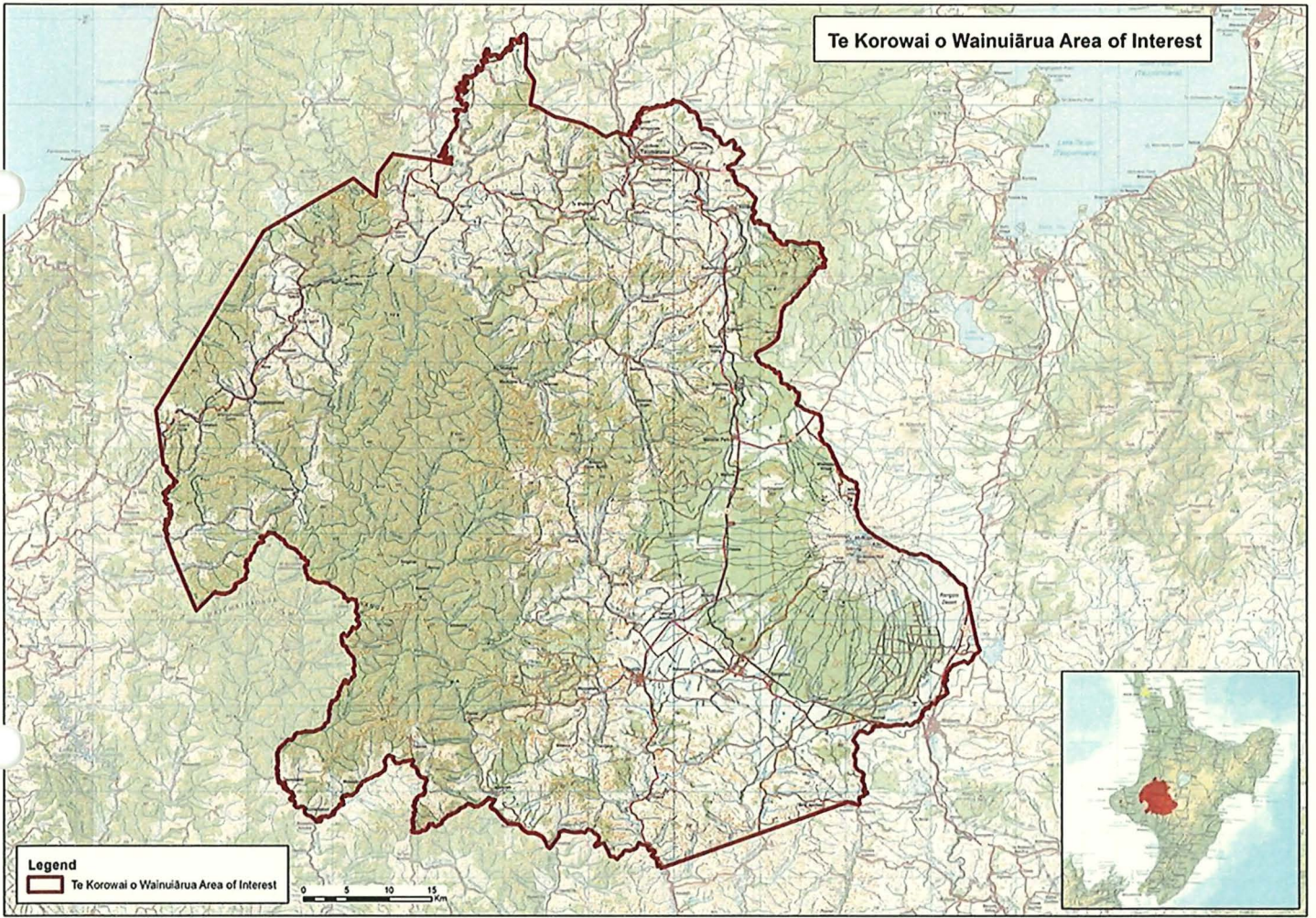
#### Social and Economic Vision and Aspirations

7. Te Korowai o Wainuiārua wish to establish and maintain a positive, collaborative and enduring partnership that gives effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi
8. The Treaty Settlement presents an opportunity for Te Korowai o Wainuiārua to build a foundation for the restoration of the social, physical, cultural and economic wellbeing of their people. This includes provision for the social revitalisation of iwi members; recognition of the historical loss and damage done to hapū and iwi in terms of social and cultural development; restoration of the health and wellbeing of iwi and hapū; rebuilding the cultural identity of the iwi, hapū and whānau within their rohe and making their communities safer for their whanau.
9. A key goal for Te Korowai o Wainuiārua will be to increase support and contribution to the social services within their rohe such as education, health, housing, and other relevant areas where there is a social need for the people. Te Korowai o Wainuiārua wishes to partner with other stakeholders and social service providers (including the Parties to this Agreement) to deliver social services within their rohe, and to develop and implement their own social services for iwi members.
10. Through a collaborative forum with the other Parties to this agreement, Te Korowai o Wainuiārua wishes to develop a Social Development Strategy between the Crown and Te Korowai o Wainuiārua. This strategy could outline a commitment from all parties to scope, prepare and implement a strategy for social development within the Te Korowai o Wainuiārua Area of Interest, with obligations and expectations for all parties involved.
11. Following settlement the Governance Entity will develop a Socio-economic Revitalisation Plan for Te Korowai o Wainuiārua. It is recognised that creating relationships with relevant third parties who are able to assist with the implementation of this plan, including the Parties to this Agreement, will be an important element in the success of these aspirations.
12. This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement. Specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement and the agreed work plans.

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6.8: TE PURAPURA O TAWHIRI

APPENDIX B: TE KOROWAI O WAINUIĀRUA AREA OF INTEREST



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6.9: TE PURAPURA O TAI AO

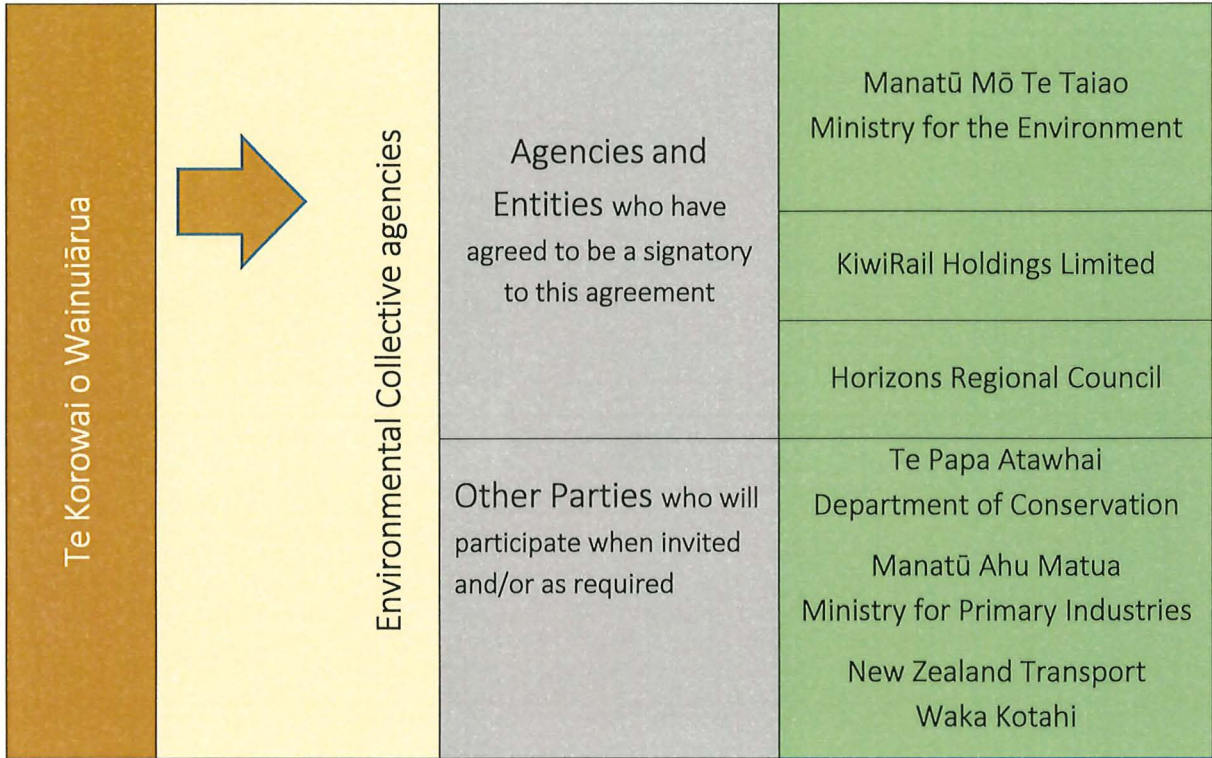
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6.9 TE PURAPURA O TAI AO

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Te Purapura o Taiao Collective structure



Note:

The above agencies have also entered into a separate bilateral relationship instrument with Te Korowai o Wainuiārua as part of the Treaty settlement, with the exception of Horizons Regional Council and Waka Kotahi, who have an arrangement with Te Korowai o Wainuiārua outside of the settlement.

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6.9: TE PURAPURA O TAIAO

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**6.9: TE PURAPURA O TAIAO**

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**Te Purapura o Taiao**

**The Parties**

1. The Parties (the “Parties”) to Te Purapura o Taiao agreement (the “Agreement”) are:
  - (a) Te Korowai o Wainuiārua Trust, being the post settlement governance entity for Te Korowai o Wainuiārua (“Governance Entity”);
  - (b) Manatū Mō Te Taiao | Ministry for the Environment (“MfE”);
  - (c) KiwiRail Holdings Limited (“KiwiRail”); and
  - (d) Horizons Regional Council (“Horizons”).
2. Other agencies who have agreed to attend the Annual Hui by invitation and where relevant to the agenda are:
  - (a) Te Papa Atawhai | Department of Conservation (“DOC”);
  - (b) Manatū Ahu Matua | Ministry for Primary Industries (“MPI”); and
  - (c) Waka Kotahi, New Zealand Transport.
3. Additional agencies or groups may also be invited to attend the Annual Hui where relevant to the agenda.

**Purpose**

4. The Te Korowai o Wainuiārua Treaty settlement presents an opportunity for Te Korowai o Wainuiārua to restore the wellbeing of the whenua, biodiversity and communities within their Area of Interest (as shown in Appendix A). Through their settlement, Te Korowai o Wainuiārua seek:
  - (a) recognition as kaitiaki of this whenua and to be able to exercise rangatiratanga in accordance with their tikanga and protocols in their Area of Interest;
  - (b) to reintroduce and regenerate the indigenous Flora and Fauna;
  - (c) to develop Pōkākā ecosanctuary in their heartland;
  - (d) to provide opportunities for cultural, spiritual, educational, social and economic development for their present and future descendants; and
  - (e) to engage in projects and relationships with agencies to enhance the value, health and wellbeing of the Area of Interest.

## DOCUMENTS

### 6.9: TE PURAPURA O TAIAO

5. The Te Purapura o Taiao Agreement (the "Agreement") establishes an environmental forum with the Parties.

#### Effect of the Annual Hui

6. This Agreement outlines the commitment of the Parties to participate in the environmental forum and attend an Annual Hui.
7. The Agreement confirms that the Annual Hui:
  - (a) provides an avenue for the parties to work collaboratively to achieve shared environmental priorities and goals;
  - (b) provides an opportunity to identify new projects and where practicable, build, on existing projects and relationships that may be of mutual interest to the Parties to enhance the ecological health and wellbeing of the Area of Interest;
  - (c) does not displace or diminish any obligations and commitments to communication or existing relationship arrangements between the Parties, other groups or any other iwi, hapū or whānau group, whether or not they be affiliated with Te Korowai o Wainuiārua; and
  - (d) does not commit Parties to additional resourcing or impinge on mandated work programmes, priorities, obligations or legislative rights of each of the Parties and of the Government of the day.

#### Annual Hui

8. The Parties agree to meet on an annual basis in a meeting to be known as the Annual Hui (the "Annual Hui").
9. The Annual Hui will be timed as much as possible to coincide with the Parties business planning process.
10. The first Annual Hui will, if reasonably possible, take place within six months of a written request by the Governance Entity following settlement. The Ministry for the Environment has agreed to facilitate the first Annual Hui. At each Annual Hui, it shall be agreed which Party will facilitate the following year's Annual Hui.
11. If appropriate and agreed between the relevant Parties, the Annual Hui could be held in conjunction with, or at the same time and place as, any individual relationship meetings between the Governance Entity and each Agency.

#### Annual Hui Principles

12. The Parties to the Agreement acknowledge the following relationship principles to guide the Annual Hui discussion:



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### 6.9: TE PURAPURA O TAIAO

- (a) Kia mau ki te wairua o Te Tiriti o Waitangi: uphold the spirit of the Treaty of Waitangi;
- (b) Acknowledgement of Te Korowai o Wainuiārua traditional history, vision, values and aspirations described in Appendix B;
- (c) Respect the independence of each of the Parties, their individual mandates, aspirations, roles and responsibilities and any limitations arising from the Parties' mandate;
- (d) Recognise and acknowledge benefits of working together where appropriate;
- (e) Share visions, knowledge and expertise to enhance the ecological health and wellbeing of the Area of Interest; and
- (f) Work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes.

#### Terms of Reference for the Annual Forum Hui

13. The Parties agree that:

- (a) Before each Annual Hui representatives will agree administrative arrangements for the meeting including the date, time, agenda and location, with the agency facilitating the Annual Hui taking the lead for these arrangements.
- (b) Representatives attending the hui will have the requisite knowledge, skills, and expertise to contribute to the Annual Hui agenda items.
- (c) The independence of each of the Parties, their individual mandates, aspirations, roles and responsibilities and any limitations arising from the scope of the agency mandate is respected.
- (d) The Annual Hui is a platform for discussion to identify and consider opportunities to work collaboratively. Agreement may be possible on some issues, however, other decisions may require further consultation within agencies prior to a decision being reached.
- (e) Representatives will act in good faith, engage relevant employees in any tasks required and will maintain effective communication regarding any mutual understanding or agreement made to discuss projects further as a result of discussions between any of the Parties at the Hui.
- (f) If deemed appropriate, the Parties will advise other relevant organisations and stakeholders about this Agreement.

## DOCUMENTS

### 6.9: TE PURAPURA O TAIAO

- (g) The Parties may invite other agencies and groups to the Annual Hui to discuss relevant matters of interest, or to fully participate by becoming a party to this Agreement, with the agreement of all Parties.
  - (h) Other hui, in addition to the Annual Hui, may be held from time to time between any of the Parties and the Governance Entity as mutually agreed.
  - (i) The time, manner and location of additional hui will be agreed by the affected Parties who will take joint responsibility for confirming the location and time of the hui, the agenda and those in attendance.
  - (j) Each party will meet the costs and expenses of its representatives attending the Annual Forum Hui and any additional hui as required.
14. Annual Hui agenda items may include.
- (a) identifying opportunities for collaboration and increased coordination between the Parties, for example:
    - (i) building on existing projects and partnerships that may be of mutual interest to enhance the ecological health and wellbeing of the Area of Interest;
    - (ii) identifying new projects and partnerships that may be of mutual interest to enhance the ecological health and wellbeing of the Area of Interest;
    - (iii) supporting Te Korowai o Wainuiārua aspirations, projects and work plans; and
    - (iv) Te Korowai o Wainuiārua supporting relevant projects and work plans of the Parties.
  - (b) an update of any agreed collaborative projects that may have resulted following the previous Annual Hui;
  - (c) identifying funding opportunities or access to any contestable funds;
  - (d) identifying opportunities for training, networking and other capability building; and
  - (e) identifying any legislative or policy developments of interest to, or affecting Te Korowai o Wainuiārua and the Parties.

#### Review

15. This Agreement is a living document that may be reviewed and amended from time to time as agreed between the Parties. Any reviews or amendments will be discussed and agreed between the Parties at the Annual Hui.

#### Problem Resolution

16. If a problem arises in relation to this Agreement that cannot be resolved by the Parties at the Annual Hui, it shall be escalated to the respective managers within the relevant

DOCUMENTS

6.9: TE PURAPURA O TAIAO

Agencies to resolve. If the manager concerned is unable to resolve the problem, it shall be escalated to the relevant agency's Chief Executive (or equivalent) for final resolution.

Dated [    ]

**Signing parties**

(Name)  
Chief Executive  
**Te Korowai o Wainuiārua Trust**  
Date:

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Vicky Robertson  
Secretary for the Environment and Chief  
Executive  
**Manatū Mō Te Taiao/Ministry for the  
Environment**  
Date:

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Greg Miller  
Group Chief Executive Officer  
**KiwiRail Holdings Limited**  
Date:

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Michael McCartney  
Chief Executive  
**Horizons Regional Council**  
Date:

**WITNESS**

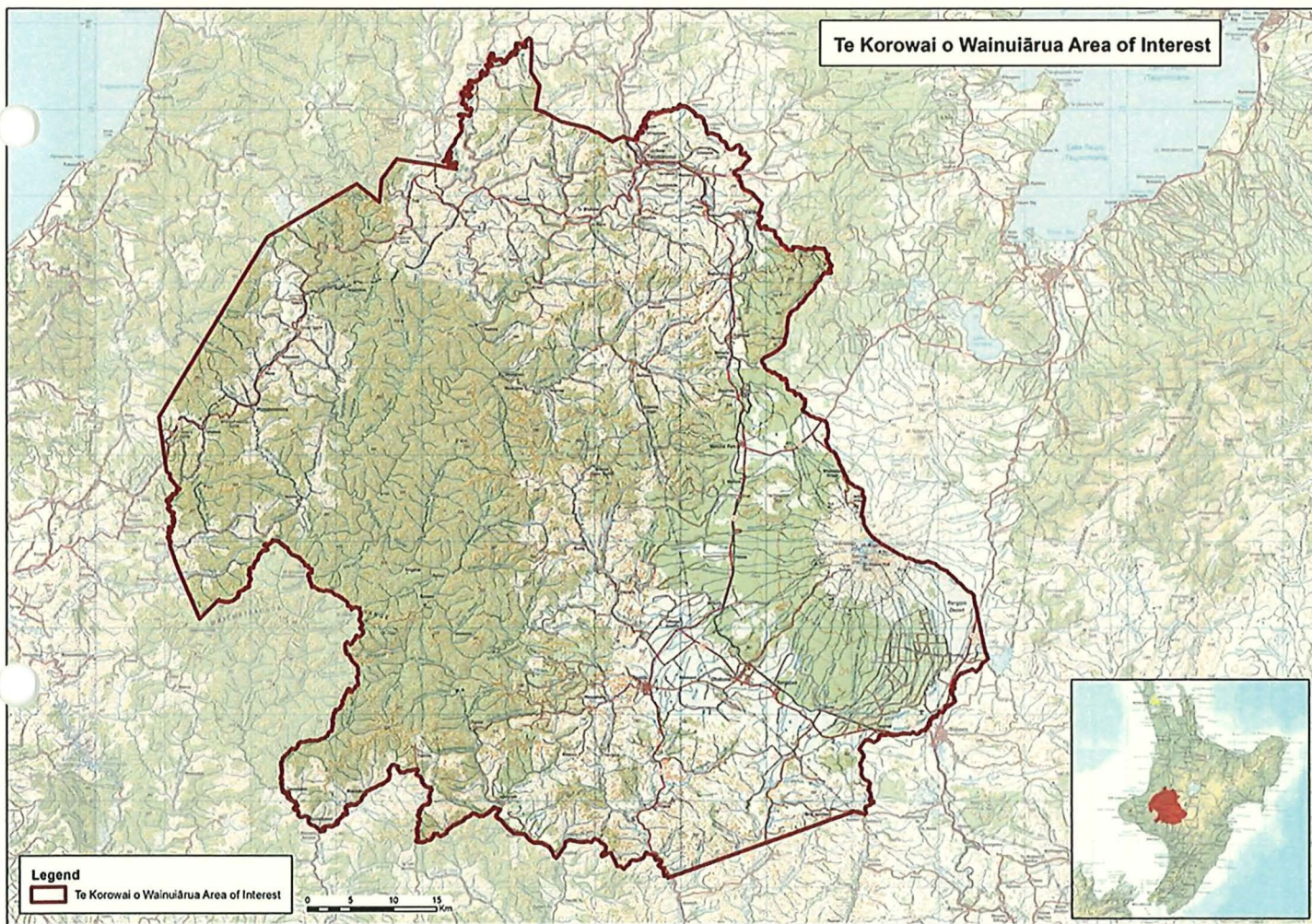
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Name:  
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Address:



DOCUMENTS  
6.9: TE PURAPURA O TAI AO

APPENDIX A: TE KOROWAI O WAINUIĀRUA AREA OF INTEREST

*As outlined in the Te Korowai o Wainuiārua Deed of Settlement*



**APPENDIX B: TE KOROWAI O WAINUIĀRUA BACKGROUND, VISION, VALUES AND ASPIRATIONS****Background**

1. Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
2. Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
3. Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
  - (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
  - (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

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### 6.9: TE PURAPURA O TAIAO

4. These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
5. Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.

#### Te Korowai o Wainuiārua Statement of Values

6. Te Korowai o Wainuiārua represents the descendants of three tupuna – Uenuku, Tamakana and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. Every relationship is sourced in the values we have inherited from our tupuna. These will be expressed by the values:
  - (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
  - (b) **Mana Tūpuna:** denotes the element of respect for the way we carry forward the legacy of our Tūpuna. This interacts with Mana Tāngata as an inherited value.
  - (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
  - (d) **Whakapapa:** the overall value that defines who we are and our links back to Te Atua.
  - (e) **Taonga:** the value defining what we treasure – what is precious to us.
  - (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
  - (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tūpuna.
  - (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
  - (i) **Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.
  - (j) **Kaitiakitanga:** Kaitiakitanga requires engagement in governance, management and operations and includes the:



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### 6.9: TE PURAPURA O TAI AO

- (i) right to maintain and control our environment according to our own established practices;
- (ii) right to interact with our environment in a manner consistent with our tino rangatiratanga;
- (iii) legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and
- (iv) support for the purity, potency and integrity of our natural environment.

#### Environmental and Ecological Vision and Aspirations

7. Te Korowai o Wainuiārua wish to establish and maintain a positive, collaborative and enduring partnership that gives effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi.
8. The Treaty Settlement presents an opportunity for Te Korowai o Wainuiārua to build a foundation for the restoration of the social, physical, cultural and economic wellbeing of their people. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands. It is planned that this will include an iwi led eco-sanctuary within their traditional lands.
9. Enhanced kaitiaki powers could include the ability to apply customary approaches and practices to help reverse the decline of the region's biodiversity and strengthen the connection of Māori communities with their environments. Te Korowai o Wainuiārua seek to obtain agreements to enable implementation of customary approaches and practices supported by research and an understanding of Māori and public attitudes and values.
10. Te Korowai o Wainuiārua wish to establish an ongoing and active partnership between Te Korowai o Wainuiārua and the Crown and Crown entities in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoā, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in their rohe reflecting not only the significance of those resources and their restoration and protection to Te Korowai o Wainuiārua, but also the wider public interest in the enjoyment and conservation of those resources.
11. Te Korowai o Wainuiārua wishes to develop an Environmental and Ecological Revitalisation Strategy. The Annual Hui will provide Te Korowai o Wainuiārua with an opportunity to develop their strategy based on contemporary agency priorities and better collaborate with the agencies on priorities of mutual interest.
12. Te Korowai o Wainuiārua recognises that creating relationships with relevant third parties who may be able to contribute to the implementation of their strategy, including the Parties to this Agreement, will be an important element in the success of their aspirations.

DOCUMENTS

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7. CONSERVATION PARTNERSHIP AGREEMENT

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DOCUMENTS

7: CONSERVATION PARTNERSHIP AGREEMENT

TE KOROWAI O WAINUIĀRUA, THROUGH TE KOROWAI O WAINUIĀRUA  
TRUST, ON BEHALF OF UENUKU, TAMAKANA AND TAMAHAKI

and

THE CROWN, THROUGH THE MINISTER OF CONSERVATION AND THE  
DIRECTOR-GENERAL OF CONSERVATION

PARTNERSHIP AGREEMENT

[ date ]

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7: CONSERVATION PARTNERSHIP AGREEMENT

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### 7: CONSERVATION PARTNERSHIP AGREEMENT

#### A. BACKGROUND TO THIS PARTNERSHIP AGREEMENT

##### 1. PURPOSE

- 1.1 This Partnership Agreement ("Agreement") is entered between Te Korowai o Wainuiārua, through Te Korowai o Wainuiārua Post-Settlement Governance Entity ("the Governance Entity"), and the Crown, through the Minister of Conservation and the Director-General of Conservation (collectively referred to as "the Department"), and sets out how the Department and the Governance Entity (together referred to as the Partners") will work together in fulfilling the agreed strategic objectives and other matters outlined in this Agreement.
- 1.2 Te Korowai o Wainuiārua and the Department are committed to the restoration and protection of the health and wellbeing of the conservation land within the Area of Interest for present and future generations.
- 1.3 The purpose of this Agreement is to:
- 1.3.1 recognise the mana of Te Korowai o Wainuiārua and their role as kaitiaki and their interest in, and special relationship with, the Conservation Land within the Area of Interest;
  - 1.3.2 set out how the Te Korowai o Wainuiārua Post-Settlement Governance Entity ("the Governance Entity") and the Department will establish and maintain a positive, collaborative and enduring partnership consistent with section 4 of the Conservation Act 1987;
  - 1.3.3 provide a framework and mechanisms for the Governance Entity to have meaningful input into policy, planning and decision making processes in the Department's management of the Conservation Land within the Area of Interest and for the Governance Entity to advocate for the conservation of natural and historic resources generally; and
  - 1.3.4 improve the quality of conservation management decisions through each Partner obtaining a better understanding of the other Partner's perspectives.
- 1.4 This Agreement reflects a commitment by the Department and Te Korowai o Wainuiārua to enter into a new relationship based on partnership as set out in this Agreement.
- 1.5 The Deed of Settlement and Settlement Legislation includes a range of redress over Conservation Land which will provide for greater recognition of Te Korowai o Wainuiārua interests, values and associations with their Area of Interest. This agreement is intended to supplement and support that redress. The package of redress includes the Ngātokoerua Strategic Advisory Committee which will have functions in respect to part of the Conservation Land in their Area of Interest.

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### 7: CONSERVATION PARTNERSHIP AGREEMENT

#### 2. TE KOROWAI O WAINUIĀRUA

- 2.1 A key grievance of Te Korowai o Wainuiārua, as expressed through their Treaty claims, is the loss and degradation of their taonga: their mountains, lands, pā, wāhi tapu and other places of significance, lakes, wetlands, rivers and coast, through the actions or inaction, of the Crown.
- 2.2 Te Korowai o Wainuiārua aspired through their Treaty Settlement to the return of all their land that was taken from them. However, the Crown retains little land in their rohe other than Conservation Land, but for the most part this land was not available to them as redress under their Treaty settlement.
- 2.3 Te Korowai o Wainuiārua agreed that some areas of Conservation Land would be vested in Te Korowai o Wainuiārua and that Te Korowai o Wainuiārua and the Crown would enter into a Partnership Agreement to provide a robust partnership arrangement over the remaining Conservation Land.
- 2.4 Te Korowai o Wainuiārua wish to establish an ongoing and active partnership with the Department in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoā, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) within their Area of Interest, reflecting not only the significance of those resources and their restoration and protection to Te Korowai o Wainuiārua, but also the wider public interest in the enjoyment and conservation of those resources.
- 2.5 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
- 2.6 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Through their Treaty Settlement, Te Korowai o Wainuiārua sought reinstatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.
- 2.7 Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
- 2.7.1 **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.

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### 7: CONSERVATION PARTNERSHIP AGREEMENT

- 2.7.2 **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
- 2.7.3 **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for their settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna, and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.
- 2.8 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. Te Korowai consider the role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.

#### Te Korowai Values

- 2.9 Each of the three aspirational pou will be strategically implemented by Te Korowai o Wainuiārua according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement. Every relationship is sourced in the values we have inherited from our tupuna. These will be expressed by the values:
- 2.9.1 **Mana Atua:** the highest value because it is the basis of Wairuatanga.
- 2.9.2 **Mana Tīpuna:** denotes the element of respect for the way we carry forward the legacy of our Tīpuna. This interacts with Mana Tāngata as an inherited value.
- 2.9.3 **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
- 2.9.4 **Whakapapa:** the overall value that defines who we are and our links back to the Atua.
- 2.9.5 **Taonga:** the value defining what we treasure – what is precious to us.
- 2.9.6 **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
- 2.9.7 **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tīpuna.



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### 7: CONSERVATION PARTNERSHIP AGREEMENT

- 2.9.8 **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
- 2.9.9 **Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.
- 2.9.10 **Kaitiakitanga.** Kaitiakitanga requires engagement in governance, management and operations and includes the:
- (a) right to maintain and control our environment according to our own established practices;
  - (b) right to interact with our environment in a manner consistent with our tino rangatiratanga;
  - (c) legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and
  - (d) support for the purity, potency and integrity of our natural environment.

#### **Te Korowai o Wainuiārua objectives**

- 2.10 Te Korowai o Wainuiārua have a holistic interconnectedness with the ecosystems within their rohe and their relationship with their taonga is central to their spiritual and physical wellbeing, tribal identity and culture.
- 2.11 Te Korowai o Wainuiārua are kaitiaki and have a responsibility to protect the health and wellbeing of those ecosystems and other taonga within the Area of Interest and in accordance with their tikanga.
- 2.12 Te Korowai o Wainuiārua aspirations and vision for the Area of Interest are to:
- 2.12.1 restore, protect and enhance the health and wellbeing of their taonga and, wherever possible, to reintroduce and regenerate the indigenous Flora and Fauna;
  - 2.12.2 promote projects for regeneration within their rohe which will enhance the overall value and ecological and cultural health and wellbeing of the Conservation Land for present and future descendants of Te Korowai o Wainuiārua;
  - 2.12.3 protect the historical, cultural and spiritual values of Significant Places;
  - 2.12.4 promote the integrated, holistic and co-ordinated approach to management of the Conservation Land;
  - 2.12.5 promote the management of the Conservation Land in accordance with Mātauranga Māori;
  - 2.12.6 ensure the public are correctly informed of the traditional associations of Te Korowai o Wainuiārua with the Conservation Land;

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### 7: CONSERVATION PARTNERSHIP AGREEMENT

- 2.12.7 restore and protect the relationship of Te Korowai o Wainuiārua as kaitiaki of the Conservation Land in their rohe, recognising Te Korowai o Wainuiārua will always remain; and
- 2.12.8 encourage social, cultural, spiritual and economic development for Te Korowai o Wainuiārua.

### 3. THE DEPARTMENT OF CONSERVATION

- 3.1 The Department of Conservation/Te Papa Atawhai ("the Department") was formed on 1 April 1987 and is the central government agency charged with the responsibility for managing for conservation purposes the natural and historic resources of New Zealand under the Conservation Act 1987 and the statutes listed in the first schedule of the Act ("Conservation Legislation").
- 3.2 The purpose of the Conservation Act 1987 is to promote the preservation and protection of New Zealand's natural and historic resources for the purposes of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.
- 3.3 Section 4 of the Conservation Act 1987 requires that the Conservation Legislation be interpreted and administered as to give effect to the principles of the Treaty of Waitangi.
- 3.4 The Department considers that building strong relationships based on partnership with Te Korowai o Wainuiārua is fundamental to understanding their interests within the Area of Interest. To strengthen this relationship, the Department is committed to finding practical ways for involving Te Korowai o Wainuiārua in the Department's decision-making processes in accordance with this Agreement.

### 4. AGREEMENT AREA

- 4.1 This Agreement will apply within the Te Korowai o Wainuiārua Area of Interest outlined on the map included in Attachment A (the 'Area of Interest').
- 4.2 The Parties acknowledge, in regard to the Whanganui National Park and Tongariro National Park:
  - 4.2.1 that at the time of entering into this Agreement the collective negotiations for the Whanganui National Park and Tongariro National Park remain outstanding. Collective redress for the National Parks will be provided through those negotiations, of which Te Korowai will be a part; and
  - 4.2.2 that the Department has section 4 statutory obligations to operate in a manner which gives effect to the relevant principles of the Treaty of Waitangi. This Agreement does not otherwise provide substantive Treaty settlement redress in relation to the Whanganui National Park and Tongariro National Park.

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### 7: CONSERVATION PARTNERSHIP AGREEMENT

#### B. PARTNERSHIP

##### 5. PARTNERSHIP PRINCIPLES

5.1 The Partners agree that the following principles will guide their relationship, the implementation of this Agreement and the exercise of their respective roles and functions under this Agreement:

5.1.1 as Treaty partners, the Partners are equals in the Treaty relationship;

5.1.2 as Treaty partners, the relationship is guided by the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, including as the principles are developed over time;

5.1.3 adopting a positive and collaborative approach and acting in good faith, fairly and reasonably;

5.1.4 acknowledging that the relationship is evolving, not prescribed;

5.1.5 committing to an enduring relationship;

5.1.6 engaging early with the other Partner at the appropriate level on issues that affect the interests of the other Partner and operating with a “no surprises” approach;

5.1.7 taking into account the independence of the Partners and their individual mandates, roles and responsibilities, and their ability to make commitments within their capacity and resources; working together using shared knowledge and expertise including mātauranga Māori and the latest scientific methods; and

5.1.8 recognising that tikanga and cultural practices of Te Korowai o Wainuiārua have a role and value in conservation management and enabling and supporting the use of te reo and tīkanga of Te Korowai o Wainuiārua.

5.2 The partnership implements a new approach to conservation that:

5.2.1 recognises that the tikanga and cultural practices of Te Korowai o Wainuiārua have a role in conservation management, and that Te Korowai o Wainuiārua shall have the opportunity to actively participate in conservation within the Area of Interest;

5.2.2 recognises the mana of Te Korowai o Wainuiārua and their tikanga and cultural practices in the management of the Conservation Land within the Area of Interest;

5.2.3 with respect to the Department’s operations within the Area of Interest, recognises the importance of the Department’s conservation ethos and values, while also acknowledging the conservation ethos and values of Te Korowai o Wainuiārua; and

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### 7: CONSERVATION PARTNERSHIP AGREEMENT

- 5.2.4 recognises the full range of public interests in the Conservation Land within the Area of Interest. The full range of public interests may include appropriate public access and the need to protect and provide for Te Korowai o Wainuiārua tikanga (for example, where tikanga requires restricted access to a wāhi tapu, or rāhui, or enabling Te Korowai o Wainuiārua to enjoy the resources managed by the Department).

## 6. ENGAGEMENT

- 6.1 Under this agreement there are different processes for engagement between the Department and the Governance Entity:

- 6.1.1 Where the Partners are required to engage under this agreement, the Department will follow the engagement principles set out between clauses 6.2 – 6.3;
- 6.1.2 Where the Partners are required to consult under this agreement, the Department will follow the consultation principles set out between 6.4 – 6.6;
- 6.1.3 Where the Department is making a decision under Part 3B of the Conservation Act, the Department will follow the Concessions Decision-Making Framework set out at clause 7; and
- 6.1.4 Where the Department is making a decision for other statutory authorisations (excluding concessions), the Department will follow the process set out at clause 9.

### Engagement principles

- 6.2 Where the Partners are required to engage under this Agreement, the Department will:
- 6.2.1 provide Notice to the Governance Entity of the matters to be the subject of engagement as soon as reasonably practicable following identification or determination of the matters to be the subject of the engagement;
- 6.2.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the engagement given any Time Constraints relating to those matters;
- 6.2.3 ensure, as far as possible given any Time Constraints, that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the engagement;
- 6.2.4 approach the engagement with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the engagement;

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### 7: CONSERVATION PARTNERSHIP AGREEMENT

- 6.2.5 use reasonable endeavours to identify a mutually acceptable solution, and if requested, meet with the Governance Entity to discuss possible options for resolution of the relevant matter and seek a consensus on a preferred option. Any solution must be consistent with the applicable Conservation Legislation and the Statutory Planning Documents; and
- 6.2.6 if consensus is not reached within an agreed timeframe that permits any Time Constraints to be met, the Department may exercise its decision making powers and functions in relation to any of the matters that are the subject of the engagement.
- 6.3 Where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 6.2, the Department will promptly provide Notice to the Governance Entity on the decision made as a result of the engagement, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

#### **Consultation principles**

- 6.4 Where the Department is required to consult with the Governance Entity under this Agreement, the Department will:
- 6.4.1 provide Notice to the Governance Entity of the matters to be the subject of consultation as soon as reasonably practicable following identification or determination of the matters to be the subject of the consultation;
- 6.4.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the consultation given any Time Constraints relating to those matters;
- 6.4.3 ensure, as far as possible given any Time Constraints, that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the consultation; and
- 6.4.4 approach the consultation with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the consultation.
- 6.5 Where the Department has consulted with the Governance Entity on a matter, it will promptly provide Notice to the Governance Entity on the decision made as a result of the consultation, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.
- 6.6 When making submissions as provided for in clauses 6.2.2 or 6.4.2 the Governance Entity will set out reasons for the Governance Entity's position.

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### 7: CONSERVATION PARTNERSHIP AGREEMENT

#### 7. CONCESSIONS DECISION MAKING FRAMEWORK

- 7.1 The Department is responsible for making decisions on applications for concessions under Part 3B of the Conservation Act 1987 and section 59A of the Reserves Act 1977 for certain Conservation Land.
- 7.2 Te Korowai o Wainuiārua aspires to be more involved in decision-making by the Department of Conservation for applications for concessions. The decision-making framework set out in this part acknowledges this aspiration by ensuring Te Korowai o Wainuiārua's views and interests are appropriately considered in decisions by the Department.
- 7.3 The decision-making framework will apply from the Settlement Date to relevant decisions made by the Department under Part 3B of the Conservation Act 1987 and section 59A of the Reserves Act 1977, which relate to applications from parties (other than the Governance Entity or any related subsidiary) received on or after the Settlement Date for new concessions for activities on Conservation Land held under the Conservation Act 1987 or the Reserves Act 1977 within the Area of Interest.
- 7.4 For the avoidance of doubt, this framework will not apply for such applications that are to be decided by the Ngātokoērua Strategic Advisory Committee.
- 7.5 The Partners agree that the decision-making framework must recognise the need to achieve a balance between:
- 7.5.1 consideration of the interests of Te Korowai o Wainuiārua in decisions on concession applications and renewals; and
  - 7.5.2 allowing the Department to carry out their statutory functions and make decisions in an efficient and timely manner.
- 7.6 No later than 12 months after the settlement date, the Governance Entity and the Department will discuss with an intention to agree a schedule that identifies any concessions decisions that do not require the application of the decision-making framework.
- 7.7 The Governance Entity and the Department may, from time to time, agree and review any schedule agreed under clause 7.6.
- 7.8 The Governance Entity may from time to time, by notice to the Department, waive any rights under the decision-making framework, and in doing so will state the extent and duration of that waiver.

#### Stages of Decision-Making Framework

##### Stage 1

- 7.9 The Department must notify the Governance Entity in writing that a complete application (as per section 17SD of the Conservation Act) for a new or variation to a concession (as the case may be) has been received and accepted for processing and specify a 20 working day timeframe (or otherwise as agreed by the Partners) within which the Governance Entity must provide a response.

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#### Stage 2

- 7.10 Within the specified time, the Governance Entity must notify the Department in writing of –
- 7.10.1 the nature and degree of the interest of Te Korowai o Wainuiārua in the decision; and
  - 7.10.2 the views of the Governance Entity about that decision.

#### Stage 3

- 7.11 The Department must respond in writing to the Governance Entity confirming—
- 7.11.1 the Department's understanding of the matters expressed by the Governance Entity at stage 2; and
  - 7.11.2 how those matters will be considered in the decision-making process; and
  - 7.11.3 any issues that arise from those matters.

#### Stage 4

- 7.12 The Department must—
- 7.12.1 consider the response to the Governance Entity notified at stage 3 and any further response from the Governance Entity to the Department; and
  - 7.12.2 consider whether it is possible, in making the particular decision, to reconcile any conflict between the interests and views of the Governance Entity and other considerations relevant to the decision-making process; and
  - 7.12.3 make the decision in accordance with the relevant conservation legislation.

#### Stage 5

- 7.13 The Department must record in writing—
- 7.13.1 the nature and degree of the interest of Te Korowai o Wainuiārua in the particular decision and the views of the Governance Entity notified to the Department; and
  - 7.13.2 how, in making the particular decision, the Department took into account the nature and degree of the interest of Te Korowai o Wainuiārua in the decision and views of the Governance Entity about that decision provided by them under stage 2.

#### Stage 6

- 7.14 The Director-General must forward the particular decision to the Governance Entity including the matters recorded under stage 5.

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#### *Review of decision-making framework*

- 7.15 The Director-General and the Governance Entity will:
- 7.15.1 maintain open communication as to the effectiveness of the process set out above; and
  - 7.15.2 at the request of either Partner, but no sooner than two years following settlement date, jointly commence a review of the effectiveness of the process (and taking into account the outcome of any reviews contemplated by clause 27.1 undertaken by the Department).

#### **8. APPLICATIONS BY THE GOVERNANCE ENTITY**

- 8.1 At the request of the Governance Entity, the Partners may meet to discuss potential opportunities, including commercial opportunities, to obtain concessions on Conservation Land within the Area of Interest.
- 8.2 Where the Governance Entity makes or proposes to make an application for a concession under Part 3B of the Conservation Act 1987 or section 59A of the Reserves Act 1977 for Conservation Land the Department will, if requested by the Governance Entity, provide technical advice on the concessions process and assist the Governance Entity to understand how to comply with the processing requirements.
- 8.3 In applying section 4 of the Conservation Act 1987 to a decision relating to a concession application, the Department must, so far as is possible, apply the relevant statutory and other legal considerations in a manner that gives effect to the relevant principles of the Treaty. The Department agrees that matters of preferential entitlement or economic considerations may be relevant matters for consideration.
- 8.4 The approach of the Department to applications by the Governance Entity under this clause will be reviewed where there are future developments (including the outcomes of any reviews undertaken relating to section 4 obligations or review of the concessions framework).

#### **9. OTHER STATUTORY AUTHORISATIONS**

##### **Applications for statutory authorisations**

- 9.1 The Department acknowledges authorisations granted to third parties in relation to Conservation Land within the Agreement Area (other than those referred to in clause 8.1 and 8.3) may impact on the spiritual, cultural or historic values of Te Korowai o Wainuiārua. The Department will recommend to prospective applicants within the Agreement Area that they should consult with the Governance entity before filing their application.



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- 9.2 From time to time Te Korowai o Wainuiārua and the Department will identify categories of statutory authorisations (excluding concessions) that may have a significant impact on the spiritual, cultural or historic values of Te Korowai o Wainuiārua.
- 9.3 For the categories of any statutory authorisations that the Governance Entity and the Department agree may be significant to Te Korowai o Wainuiārua, the Governance Entity and the Department will adopt the following processes:
- 9.3.1 the Department will notify the Governance Entity of the details of the application, the timeframe for a decision and the timeframe for a Te Korowai o Wainuiārua response;
- 9.3.2 the Governance Entity within the given timeframe, will notify the Department of their response including the nature of their interests in the proposal and their views in relation to the proposal;
- 9.3.3 where either party requests, meet or, as otherwise agreed, correspond with the Governance Entity, to engage on how concerns such as negative impacts might be mitigated or avoided;
- 9.3.4 advise the applicant of concerns identified by the Governance Entity, and if appropriate, encourage communication between the applicant and the Governance Entity to resolve impacts identified by the Governance Entity;
- 9.3.5 unless the application is withdrawn, have regard to the outcome of any discussions under this clause and more generally to the Governance Entity's views on the application when considering whether to grant the application; and
- 9.3.6 after making a decision to grant or decline a statutory authorisation, provide notice to the Governance Entity of the Department's decision, and the reasons for the decision, in particular how regard was given to the views of the Governance Entity as required by clause 9.3.5.

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#### C. PUTTING THE PARTNERSHIP INTO PRACTICE

##### 10. STRATEGIC PLANNING AND COLLABORATION

- 10.1 As soon as practicable after the signing of this Agreement the Partners will meet to discuss
- 10.1.1 the long-term strategic objectives for their relationship across the Area of Interest; and
  - 10.1.2 development of a plan to implement this Agreement.
- 10.2 The Governance Entity may advise the Department when it considers that input from specific iwi or hapū is required on particular issues.
- 10.3 It is expected that any agreed strategic objectives will guide the Partners towards an effective relationship by establishing a framework of high level priorities for their relationship ( "agreed strategic objectives"). These agreed strategic objectives may change from time to time as agreed between the Partners and as the partnership relationship evolves.
- 10.4 Following the initial meeting provided for in clause 10.1, the Governance Entity will meet with senior staff of the Department for the relevant area at least once a year to discuss implementing the Agreement through the annual business planning process meeting and will also consider any changes to the agreed strategic objectives.
- 10.5 In order to empower mana ki te mana for the annual relationship meeting, the respective delegates for the meeting referred to in clause 10.4 are anticipated to be:
- 10.5.1 for the Department - the Regional Operations Director or Directors (or Tier 3 equivalent), or appropriate delegate, and the relevant District Operations Manager and other regional leadership team members (or Tier 4 equivalent); and
  - 10.5.2 for the Governance Entity - appropriate leadership members (for example Trustees of the Governance Entity).
- 10.6 At this meeting referred to in clause 10.4, the Partners will consider whether additional meetings involving senior managers of the Department (above Tier 3) and the Governance Entity are required on particular issues, this could include matters arising from national work programmes, the Minister's priorities, or matters that are not able to be agreed or resolved at a regional level.

##### 11. ANNUAL BUSINESS PLANNING PROCESS

- 11.1 The Partners undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Partners' respective work priorities and commitments for the year. For the Department, the initial business planning processes where forward work programmes are identified largely sit

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with the District Operations Managers (or Tier 4 equivalent).

- 11.2 To ensure that the Governance Entity has an opportunity to identify areas for strategic collaboration and to identify their priorities for conservation management for the annual Departmental work programmes, the relevant District Managers (or Tier 4 equivalent) and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to engage on:
- 11.2.1 the setting of priorities and commitments for the new financial year;
  - 11.2.2 timeframes for the development of annual work programmes;
  - 11.2.3 potential specific projects to be undertaken together or separately that are consistent with the agreed strategic objectives for the relationship. If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the Partners will advise one another of the reason(s) for this;
  - 11.2.4 potential for a partnership approach to be taken to the management of areas that are identified to the Department as being a priority by the Governance Entity;
  - 11.2.5 any of the opportunities referred to in clauses 11.3 or 11.9, or other matter of interest to the Partners under this Agreement.
- 11.3 At the meeting between the Partners in the annual business planning process referred to in clause 11.2, and throughout the year as part of ongoing dialogue, the Partners will discuss and where appropriate will advise each other of:
- 11.3.1 any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either Partner is working within the Area of Interest;
  - 11.3.2 potential opportunities for applying for funding for conservation purposes (either jointly or individually with the support of the other partner);
  - 11.3.3 those other matters identified in this Agreement as being subject to the annual planning discussion; of concern or interest to either of the Partners or affecting this Agreement that either Partner may wish to place upon the agenda;
  - 11.3.4 any other matters relating to the Area of Interest that either Partner considers would reasonably be of significance to Te Korowai o Wainuiārua; and
  - 11.3.5 in the case of the Department, the status of any proposed preparation, review or amendment of any statutory and non-statutory planning documents.
- 11.4 After the Department has confirmed its annual business plan, it will advise the Governance Entity if items discussed are included on the confirmed annual work programme.
- 11.5 Through the annual business planning process, the Department and the Governance Entity will create actions to progress the agreed strategic objectives.
- 11.6 The Department retains discretion over which operational activities are funded by the Department and the level of financial commitment.

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- 11.7 Each year, the Partners will report to each other on the work (in a format agreed between the Partners at the annual business planning meeting) that it has carried out in that financial year to achieve the agreed strategic objectives for the relationship.
- 11.8 If a review of the Agreement is required under clause 27, the Partners will commence the review as part of the annual business planning meeting.

#### **Cross-organisational opportunities**

- 11.9 As part of the annual business planning process meeting the Partners may discuss:
- 11.9.1 opportunities for the Governance Entity to enter into management agreements (or similar) to manage Conservation Land within the Area of Interest;
  - 11.9.2 how the Department can assist the Governance Entity to build and strengthen their capacity to participate in the management of Conservation Land within the Area of Interest;
  - 11.9.3 opportunities and processes to share scientific and cultural information, including data and research material (including to assist the Governance Entity to exercise their role under this Agreement and as kaitiaki);
  - 11.9.4 opportunities for developing mutual understanding and relationships, with respect to conservation, environmental and cultural matters within the Area of Interest;
  - 11.9.5 opportunities for professional development and conservation capacity building which may include wānanga, education, training, development or secondments;
  - 11.9.6 opportunities to be involved, or to nominate individuals to take part, in relevant training initiatives run by both Partners. The Governance Entity may propose candidates for roles or opportunities including full time positions, holiday employment or student research projects which may arise within the Area of Interest;
  - 11.9.7 opportunities for the Department to assist the Governance Entity to build and strengthen their capacity to participate in the annual planning process or other planning processes undertaken by either party; and
  - 11.9.8 any relevant staff changes and the key contacts in each organisation.
- 11.10 Where appropriate, the Department may consider using suitably qualified Iwi members or Iwi entities as providers of professional services. Relevant procedures for managing Government procurement will apply and ordinary conflict of interest processes will be followed to avoid a perceived or actual conflict of interest.
- 11.11 The Department may, if requested by the Governance Entity, provide advice on how to achieve the technical requirements to become a provider of such services and to meet the Department's conservation management requirements.

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#### Specific Projects

- 11.12 As part of the annual business planning process, the Governance Entity may identify for discussion any proposed or existing projects that offer an opportunity for the Department to provide assistance or support, and the form that assistance or support might potentially take.
- 11.13 If a specific project proposed by the Governance Entity is undertaken, the Department and the Governance Entity will determine the nature of any collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the Partners will advise one another of the reason(s) for this.
- 11.14 The Department will invite the Governance Entity to participate in specific projects, which might include the Department's education, volunteer and conservation events and programmes.

#### Statutory planning documents

- 11.15 The Department has obligations under the Conservation Legislation to prepare, review and amend a range of Statutory Planning Documents.
- 11.16 As set out in the Deed of Settlement and Settlement Legislation, Te Korowai o Wainuiārua will receive specific redress to address their aspiration to have greater recognition of their interests, values and associations in Statutory Planning Documents covering the Area of Interest. This includes:
- 11.16.1 a Ngātokoerua Chapter in the Tongariro-Taupō Conservation Management Strategy;
  - 11.16.2 the Ngātokoerua Strategic Advisory Committee which will have functions initially in respect of a joint committee covering the Pōkākā Area with equal Te Korowai o Wainuiārua and Department membership. A key role of the joint committee will be to consult on and jointly approve the Ngātokoerua Plan;
  - 11.16.3 overlay classifications over the Pōkākā Area (as described in the Deed of Settlement), and the Murumuru Conservation Area; and
  - 11.16.4 a 'Pōkākā ecosanctuary vision statement' to be deemed part of the Tongariro-Taupō Conservation Management Strategy, and which the Minister of Conservation and the Department must 'have particular regard to' when undertaking functions that may impact or affect it.
- 11.17 In addition, the Partners will meet to identify and seek to address issues affecting Te Korowai o Wainuiārua at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Area of Interest.
- 11.18 The Partners will meet to identify and discuss opportunities for them to further strengthen their partnership at an early stage in the preparation, review or amendment of any statutory or non-statutory plans the Governance Entity is developing for the Te Korowai o Wainuiārua Area of Interest.

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#### 12. CHANGES TO STRUCTURE, POLICY AND LEGISLATION AFFECTING THE AGREEMENT

- 12.1 Where feasible, the Department will engage with the Governance Entity, with a view to preserving the intent, scope and effectiveness of the Agreement, on:
- 12.1.1 any proposed restructuring or re-organisation of the Department including any proposed restructuring of the local offices relating to the Area of Interest; and
  - 12.1.2 any proposed legislative amendments or proposed changes to national policy affecting the Department's activities in the Area of Interest.
- 12.2 In addition to the engagement provided for by clause 12.1, where the Governance Entity requests, the Department may engage with the Governance Entity on any significant issue regarding Conservation Legislation.

#### 13. CONSERVATION BOARDS

- 13.1 Te Korowai o Wainuiārua seek to have greater involvement in the governance of Conservation Land within their Area of Interest.
- 13.2 The Deed of Settlement and Settlement Legislation will provide for Te Korowai o Wainuiārua to have an interim nomination to the Tongariro-Taupō Conservation Board.
- 13.3 Any permanent nominations, including those of iwi, for the Tongariro-Taupō Conservation Board will be considered either at the settlement date of the last Whanganui Iwi with an interest in the area within the jurisdiction of the Board, or through the collective Tongariro National Park negotiations, whichever is the earlier.
- 13.4 In addition, for any conservation board whose area lies within the Area of Interest, the Department will:
- 13.4.1 advise the Governance Entity when nominations are being sought for appointments to the conservation board and encourage Te Korowai o Wainuiārua to submit nominations; and
  - 13.4.2 provide training for relevant Department staff and will seek an opportunity to brief conservation board members on the content of the Deed of Settlement and this Agreement; and
  - 13.4.3 provide the Governance Entity with the opportunity to train relevant staff and will seek an opportunity to brief the conservation board members on the history of Te Korowai o Wainuiārua, and their association with the Conservation Land, tikanga, and cultural, spiritual and historic values.

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#### D. KAUPAPA

#### 14. PŌKĀKĀ ECOSANCTUARY

- 14.1 A centrepiece of Te Korowai o Wainuiārua aspirations for settlement was to develop an inland island ecosanctuary (referred to as the Pōkākā Ecosanctuary) to restore the habitat and biodiverse forest resource that once existed in this area, and to support the breeding, reintroduction and conservation of endangered local fauna and flora species.
- 14.2 Te Korowai o Wainuiārua have a special traditional, historical, spiritual and cultural relationship with the land on which the Pōkākā Ecosanctuary is proposed to be established, which has been recognised by an Overlay Classification provided under the Te Korowai o Wainuiārua Deed of Settlement.
- 14.3 It is expected that the Governance Entity will pursue their vision to establish an ecosanctuary and various buffer zones on the Conservation Land managed by the Department and as contemplated by the Deed of Settlement. The Te Korowai o Wainuiārua Pōkākā Ecosanctuary Moemoeā/Vision Statement which describes the long-term goals for the broad sanctuary area is attached as Attachment B.
- 14.4 As part of the annual business planning process (clause 11) the Partners will discuss any proposed planning work the Governance Entity may have in respect to a proposed Pōkākā Ecosanctuary to identify potential areas for strategic collaboration.
- 14.5 The Department acknowledges that the Governance Entity intends to apply for concessions and other authorisations necessary to establish and operate the Pōkākā Ecosanctuary. The Department acknowledges that Te Korowai o Wainuiārua have a special relationship with the land concerned. The Department will have regard to this relationship when it discusses under clause 8 of this Agreement any potential applications for concessions for a proposed Pōkākā Ecosanctuary and acknowledges that this relationship will be a relevant factor when it considers any applications for concessions the Governance Entity may make in respect to the proposed Pōkākā Ecosanctuary.
- 14.6 The Department acknowledges that Te Korowai o Wainuiārua's vision for the Pōkākā Ecosanctuary will be a relevant matter for consideration when it exercises functions in relation to the Conservation Land in respect to all the matters covered in this Agreement including:
- 14.6.1 Decision making on applications for concessions (clause 7);
  - 14.6.2 Applications for statutory authorisations (clause 9);
  - 14.6.3 Strategic Planning and collaboration (clause 10);
  - 14.6.4 Cross-organisational opportunities and specific projects' (clause 11);
  - 14.6.5 Statutory planning processes (clause 11); and
  - 14.6.6 Statutory land management (clause 15).

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#### 15. STATUTORY LAND MANAGEMENT

- 15.1 The Governance Entity has an ongoing interest in the range of statutory land management activities that occur within the Area of Interest. The strategic objectives for the partnership will guide the Partners' engagement on statutory land management activities within the Area of Interest.
- 15.2 The Department and the Governance Entity will identify the categories of statutory land management activities within the Area of Interest that have potential to affect the cultural, spiritual, historic values and Significant Places of Te Korowai o Wainuiārua and where engagement is appropriate. This may include when the Minister of Conservation is considering:
- 15.2.1 establishing any new, or reclassifying any existing Conservation Land;
  - 15.2.2 any vesting or management appointments for reserves under the Reserves Act 1977;
  - 15.2.3 other management arrangements with third parties;
  - 15.2.4 changing reserve classifications;
  - 15.2.5 changing the name of any area of land managed by the Department;
  - 15.2.6 naming any new area of land managed by the Department; or
  - 15.2.7 disposal of Conservation Land.
- 15.3 Where a statutory land management activity identified at clause 15.2 is to be considered whether in whole or in part by an independent panel, agency or party, the Department will:
- 15.3.1 bring to the attention of the panel, agency or party the relationship of Te Korowai o Wainuiārua with the land affected including any overlay classifications, deeds of recognition, or other forms of association Te Korowai o Wainuiārua has with the land concerned that are formally recorded in Treaty of Waitangi settlement redress instruments; and
  - 15.3.2 encourage the panel, agency or party to give the Governance Entity an early opportunity to provide Te Korowai o Wainuiārua's view and position on the proposed activity.
- 15.4 The Governance Entity will provide early notice to the Department if it is interested in becoming an administering body of any reserves administered by the Department or the statutory manager of any marginal strips.
- 15.5 As early as possible, the Department will engage with the Governance Entity if it is considering disposing of land managed by the Department within the Area of Interest.



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#### 16. WĀHI TUPUNA, WĀHI TAPU AND OTHER SITES OF SIGNIFICANCE

##### Significant places

- 16.1 The Department acknowledges that there are wāhi tapu and wāhi taonga and other places of cultural and historical significance to Te Korowai o Wainuiārua within the Area of Interest.
- 16.2 Te Korowai o Wainuiārua consider that their Significant Places are taonga, and the Department acknowledges and respects the importance of these taonga to Te Korowai o Wainuiārua.
- 16.3 The Department has a statutory role to conserve historic resources on the Conservation Land and will endeavour to do this for Significant Places in association with the Governance Entity and according to Te Korowai o Wainuiārua tikanga.
- 16.4 The Department will seek to engage with the Governance Entity on practical ways in which Te Korowai o Wainuiārua can exercise kaitiakitanga over their Significant Places and other taonga managed by the Department.
- 16.5 The Department will, where appropriate:
- 16.5.1 manage Significant Places according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites New Zealand Charter for the Conservation of Places of Cultural Heritage Value 2010 and in co-operation with the Governance Entity;
  - 16.5.2 when issuing Statutory Authorisations and concessions that give authority for other parties to manage or undertake activities within the area of interest, require those parties to manage Significant Places in accordance with clause 16.5.1;
  - 16.5.3 assist in recording and protecting wāhi tapu and other places of cultural significance to Te Korowai o Wainuiārua and seek to ensure they are not desecrated or damaged;
  - 16.5.4 inform the Governance Entity if the Department intends to undertake any operational work in any Significant Places;
  - 16.5.5 take appropriate steps to avoid damage to or interference with an identified Significant Place; and
  - 16.5.6 inform the Governance Entity if kōiwi and taonga tūturu are found within the Area of Interest.
- 16.6 The Partners will develop a process for advising one another of Significant Places.
- 16.7 Where appropriate and consistent with legislation (including the Official Information Act 1982), the Department will treat any confidential information relating to Significant Places that is provided by the Governance Entity or any hapu of Te Korowai o Wainuiārua as being received in confidence, so as to preserve the tapu nature of places, unless otherwise agreed by the Parties.

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#### Repatriation of taonga

- 16.8 Where the Governance Entity requests, the Department will engage with the Governance Entity in determining the ownership and undertaking the repatriation (as per the processes defined by the Protected Objects Act 1975) of any taonga that are, or are likely to be, identified by the Governance Entity (by the reference numbers given to them in accordance with that Act) as being in the possession of the Department.

#### Artwork

- 16.9 The Department acknowledges that Te Korowai o Wainuiārua regard their traditional art forms and works as taonga which must be respected and protected. Such traditional art forms include whakairo (carving in wood, stone, or bone), tukutuku (reed panelling on the inside walls of whare), tāniko and raranga (including designs on textiles in plaiting and weaving) and kōwhaiwhai (painted designs on wood and on the walls of rock shelters). It is of primary importance to Te Korowai o Wainuiārua that these taonga retain integrity in their creation and are properly cared for according to tikanga.
- 16.10 As these works will represent and reflect the specific cultural traditions and representations of Te Korowai o Wainuiārua and these occupations involve appropriate ritual and rules, the choice of the artist or tohunga whakairo (carver) is important to Te Korowai o Wainuiārua.
- 16.11 Acknowledging clauses 16.9 and 16.10, if the Department wishes to commission or collect works of art which relate to Te Korowai o Wainuiārua, the Department will engage with the Governance Entity on the artist or tohunga whakairo and the location of the artwork.
- 16.12 Where Iwi members have provided an art work for Department facilities or a work is commissioned in accordance with clause 16.10 the Department will:
- 16.12.1 maintain a register of such works;
  - 16.12.2 ensure that these works are properly protected and maintained;
  - 16.12.3 engage with the Governance Entity on any change to a work's location; and
  - 16.12.4 if the Department no longer requires the work, and subject to Government procurement rules, restore the work to the artist, or failing the artist, to the Governance Entity, to be its kaitiaki.

#### 17. CULTURAL TAKE

##### Cultural Materials Plan

- 17.1 The Conservation Legislation requires authorisation for the gathering or possession of plants and plant material removed from land managed by the Department, and the possession of protected dead fauna. Those materials which are of cultural significance to Te Korowai o Wainuiārua are referred to in this agreement as "Cultural Materials".

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- 17.2 The Partners will engage to develop and agree a Cultural Materials plan regarding the access, restoration, enhancement and use of cultural materials for non-commercial purposes within the Te Korowai o Wainuiārua Area of Interest and in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted.
- 17.3 Appropriate Department experts and Te Korowai o Wainuiārua experts in mātauranga Māori will take part in preparing the plan. The plan will provide guidance for the Governance Entity on the authorisation of Iwi members to take and use Cultural Materials in accordance with the plan, Settlement Legislation and applicable Conservation Legislation.
- 17.4 The plan should:
- 17.4.1 include the identification of sites, species, quantities, conditions and methods relating to the plan;
  - 17.4.2 prescribe streamlined authorisation processes (including multi-site and multi-take permits) for Iwi members to take Cultural Materials from the Conservation Land to the extent permitted by the Conservation Legislation;
  - 17.4.3 identify sites, methods, conditions and quantities relating to the multi-site and multi-take permits set out in the plan;
  - 17.4.4 identify matters to be considered when consulting on the feasibility of including a plant or plant material in the Plan; and
  - 17.4.5 enable the application of rahui where appropriate.
- 17.5 The plan may include:
- 17.5.1 identification of cultural materials, their current state, and desired conservation outcomes within the Agreement Area;
  - 17.5.2 opportunities for Te Korowai o Wainuiārua and the Department to work collaboratively on cultural materials enhancement (including knowledge transfer, education, Wānanga, and preservation techniques);
  - 17.5.3 monitoring levels of use of cultural materials in accordance with Te Korowai o Wainuiārua tikanga and relevant Conservation Legislation; and
  - 17.5.4 any other relevant procedural matters (e.g. review of the plan).

#### **Review and amendment**

- 17.6 The Governance Entity may propose that new species/materials are included in the Cultural Materials plan on an incremental basis and the Partners will engage on the feasibility of the proposal.

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- 17.7 The Department will engage with the Governance Entity to amend the Cultural Materials plan:
- 17.7.1 if an unforeseen event (such as a fire) takes place that affects sites included in the plan;
  - 17.7.2 if, through monitoring, it is found that the impacts of a harvest under the plan is having a significant negative impact on the values for which the Conservation Land is held; or
  - 17.7.3 if there is a change in the status of a species under the plan (including if it is classified as threatened or at risk).
- 17.8 The Cultural Materials plan will be reviewed at least once every five years, but will continue to confer the ability of the Governance Entity to enable Iwi members to gather Cultural Materials as contemplated in clause 17.2.

#### **Obligations of the Department relating to authorisations**

- 17.9 The Department will seek to avoid undertaking any activity which may affect the ability of Iwi members to collect Cultural Materials under the plan.
- 17.10 In relation to Cultural Materials the Department will:
- 17.10.1 work with the Governance Entity to resolve circumstances where there are competing requests between the Governance Entity and non- Te Korowai o Wainuiārua individuals or entities for the use of Cultural Materials in the Agreement Area, for example for scientific research purposes, or requests for access to and use of Cultural Materials within the Agreement Area from persons and entities other than the Governance Entity;
  - 17.10.2 work with the Governance Entity on the restoration and enhancement of the sources of Cultural Materials on Conservation Land;
  - 17.10.3 assist the Governance Entity, as far as reasonably practicable, to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas;
  - 17.10.4 provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of plant stock; and
  - 17.10.5 where appropriate, the Department and the Governance Entity will develop procedures for monitoring levels of use of Cultural Materials in accordance with the relevant legislation and appropriate Te Korowai o Wainuiārua tikanga.

#### **Cultural materials from the Department's operations**

- 17.11 The Department will, as far as reasonably practicable and in accordance with the applicable Conservation Legislation, engage with the Governance Entity on providing access to plants or protected dead fauna or materials from both, which become available

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as a result of Department operations within the Area of Interest, such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

#### 18. TAONGA MINERALS

- 18.1 The Department acknowledges that pakohe (argillite basalt including pakere), onewa (greywacke, basalt), mata tuhua (obsidian), papa hoanga (sandstone), te paru uku (clays), one uku matapaia (pottery clays) and kokowai uku (red ochre) are taonga minerals for Te Korowai o Wainuiārua.
- 18.2 The Settlement Legislation will enable the cultural take of taonga minerals from identified riverbeds and former riverbeds and at other locations agreed in writing between the Department and Governance Entity found on Conservation Land within the Area of Interest. Such take will be in accordance with the Settlement Legislation and any such other relevant written terms, as agreed by the Partners.
- 18.3 The Partners will share information about the location and availability of the taonga minerals to assist with the implementation of the redress in accordance with the Deed of Settlement.

#### 19. PLACE NAMES

- 19.1 The Partners will engage on:
- 19.1.1 any proposals by either Partner to name or rename (including reinstatement of a traditional place name) any part of or any feature of a Crown Protected Area in the Area of Interest, prior to an application being made under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;
- 19.1.2 whether to support an application by a third party under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008 for a Crown Protected Area or any of its natural features in the Area of Interest.
- 19.2 Where either Partner is considering naming or renaming any Conservation Land or features or facilities on conservation land in the Area of Interest (not being a formal change under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008), the Partners will engage on an appropriate name including reinstatement of a traditional place name.

#### 20. MARINE MAMMALS

- 20.1 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. Under that Act the Department is responsible for the protection, conservation and management

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of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.

- 20.2 The Department acknowledges that there are opportunities to meet the cultural interests of tangata whenua in the recovery of bone (including teeth) from whale stranding. If other tangata whenua groups do not wish to recover the bone, teeth or otherwise participate in the management of whale stranding, the Department will notify the Governance Entity as to whether there are any remains which could be made available to Te Korowai o Wainuiārua.

#### 21. SPECIES AND HABITAT PROTECTION

##### Protection of indigenous flora and fauna

- 21.1 The Partners share aspirations of protecting ecosystems and indigenous Flora and Fauna within the Area of Interest. These aspirations will be reflected in the agreed strategic objectives for the partnership.
- 21.2 The Governance Entity will identify the species of particular significance to Te Korowai o Wainuiārua in light of their cultural, spiritual, historical or traditional associations.
- 21.3 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 21.4 In recognition of the cultural, spiritual, traditional or historic associations of Te Korowai o Wainuiārua with indigenous flora and fauna within the Area of Interest for which the Department has responsibility, when it conducts national programmes, or adopts new national policies that relate to species or sites that have an impact on the Area of Interest, the Department will:
- 21.4.1 inform the Governance Entity of the national sites and species programmes on which the Department will be working, and where those programmes are relevant to the Area of Interest, provide opportunities for Te Korowai o Wainuiārua to participate in those programmes;
  - 21.4.2 inform the Governance Entity of research and monitoring projects which are being carried out by the Department within the Area of Interest, and provide opportunities for Te Korowai o Wainuiārua to participate in that research and those projects; and
  - 21.4.3 provide the Governance Entity with copies of any Departmental completed research reports relating to any species within the Area of Interest.
- 21.5 As part of annual business planning meeting the Partners will:
- 21.5.1 discuss developing, implementing or amending any species recovery programmes that apply within the Area of Interest; and

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- 21.5.2 discuss opportunities and processes for collaboration with one another on other field projects of mutual interest.
- 21.6 At the request of either Party, the Partners will engage to identify agreed actions for habitat and species protection.
- 21.7 Te Korowai o Wainuiārua wish to be involved in the naming of any new species that are located within the Area of Interest. If the Department issues a research permit to a third party scientist to collect, or if the Department's scientists collect new material in the Area of Interest, the Department will request those scientists to consult with Te Korowai o Wainuiārua when developing the names of any new taxon (family, genus, species, subspecies, variety or forma).

#### **Freshwater fisheries and habitat protection**

- 21.8 The Governance Entity and the Department share aspirations for, and will seek to co-operate in, the conservation of freshwater fisheries and habitats within the Area of Interest. These aspirations will be reflected in the agreed strategic objectives.
- 21.9 The Department's statutory functions include the preservation, as far as practicable, all indigenous freshwater fisheries, and protection of recreational (non-commercial) freshwater fisheries and freshwater fish habitats. The Department is responsible for the regulation of whitebait fishing under the applicable regulations. Its work also focuses on national priority fisheries and habitats that are located on Conservation Land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act 1991 processes.
- 21.10 The Partners will ensure that the relevant staff members of the Department are aware of the relevant Te Korowai o Wainuiārua tikanga relating to freshwater, the Flora and Fauna of those habitats, including customary freshwater fisheries, and their habitats within the Area of Interest.
- 21.11 The Partners will seek to co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing aims for freshwater fisheries and freshwater fish in the agreed strategic objectives will aid in ensuring that actions towards these are integrated into annual business planning processes. These actions may include:
- 21.11.1 projects relating to fish passage, minimum flows, protecting riparian vegetation and habitats, improving water quality, and restoring, rehabilitating, or enhancing customary freshwater fisheries and other fauna and their freshwater habitats; and
- 21.11.2 developing or contributing to research and monitoring programmes, and where reasonably practicable, inviting Te Korowai o Wainuiārua to participate where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and other Flora and Fauna and their environmental and habitat requirements.

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- 21.12 The Department will engage with the Governance Entity:
- 21.12.1 prior to granting applications for the transfer and release of freshwater fish species, including eels, in accordance with section 26ZM of the Conservation Act 1987; and
  - 21.12.2 prior to entering into formal arrangements with any third party that relate to the management of marginal strips within the Area of Interest.
- 21.13 The Department acknowledges that Te Korowai o Wainuiārua may have customary interest in whitebait fisheries in the Area of Interest and that section 26ZH of the Conservation Act 1987 confirms that Maori fishing rights remain unaffected and continue despite part 5B of that Act.
- 21.14 The Department acknowledges that tribal authorisations for whitebait fishing pursuant to customary fishing rights is primarily a matter for the Governance Entity to address.

#### **Pest control**

- 21.15 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of the Department's work to protect the unique biodiversity of New Zealand, subject to available resources and conservation priorities.
- 21.16 It is envisaged that the agreed strategic objectives will guide the Partners to discuss and determine the outcomes sought from pest control programmes within the Area of Interest including:
- 21.16.1 discussion of the objectives, degree of threat to native species, and the methods to be used;
  - 21.16.2 monitoring and assessment of programmes;
  - 21.16.3 early engagement with the Governance Entity on developing and implementing pest control activities particularly the use of pesticides and biological controls including genetically modified organisms within the Area of Interest;
  - 21.16.4 co-ordination of pest control where the Governance Entity or representative organisations, or iwi and hapu of Te Korowai o Wainuiārua are the adjoining landowner; and
  - 21.16.5 provision of information by the Department to the Governance Entity on potential contracting opportunities.
- 21.17 Through the annual business planning process, the Partners will create actions to progress these strategic objectives.

#### **Water Quality and Riparian management**

- 21.18 For Te Korowai o Wainuiārua, the health and wellbeing of freshwater bodies, including their banks and margins, and associated Flora and Fauna, is of primary importance.



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- 21.19 Te Korowai o Wainuiārua has identified freshwater habitats, and all indigenous freshwater species present or formerly present in the Area of Interest, as having a high cultural value.
- 21.20 The Whanganui and Whangaehu Rivers, their catchments and tributaries, are considered taonga and not only were they kaitiaki of those waters within their Area of Interest, responsible for their health and wellbeing, but those waters sustained and supported the health and well-being of the people of Te Korowai o Wainuiārua.
- 21.21 For the purposes of the Conservation Act 1987, freshwater includes all waters of estuaries, coastal lagoons, wetlands, and the mouths of rivers and streams (and is more particularly defined at section 2 of that Act).
- 21.22 The Department and Te Korowai o Wainuiārua have a mutual concern to ensure effective riparian management of Conservation Land that will contribute to protecting and restoring water quality and prevent the contamination of freshwater.
- 21.23 The Department will seek to manage the banks and margins of waterways of Conservation Land to prevent destruction of the riparian habitat and the contamination of waterways and the wider environment as a result of its activities.
- 21.24 The Department and the Governance Entity will, where feasible, engage to identify activities that will promote effective riparian management.

### 22. RESOURCE MANAGEMENT ACT 1991 AND ADVOCACY

- 22.1 From time to time, the partners will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation.
- 22.2 Areas of common concern include:
- 22.2.1 effects on indigenous Flora and Fauna and their habitats;
  - 22.2.2 protection and maintenance of reserves and other protected areas;
  - 22.2.3 management of rivers, streams, wetlands and waterways; and
  - 22.2.4 the effects of activities on biodiversity.
- 22.3 From time to time the Partners will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Partners may continue to make separate submissions in any Resource Management Act 1991 or other legislative processes.
- 22.4 At the Governance Entity's request, the Department may discuss with the Governance Entity the Department's general approach in respect of advocacy, and identify:
- 22.4.1 the Partners' respective priorities and issues of mutual concern; and
  - 22.4.2 any potential areas for co-operation by the Partners in advocacy.

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#### Iwi Management Plans

- 22.5 The Governance Entity may develop an iwi management plan or Mana Whakahono a Rohe (an iwi participation arrangement) developed for the purpose of the Resource Management Act 1991. This would record the relationship of Te Korowai o Wainuiārua with the land within the Area of Interest, including cultural and heritage values, and the location of wāhi tupuna and wāhi tapu and the use of traditional resources. It is likely that this plan will include or relate to Conservation Land.
- 22.6 If requested by the Governance Entity, the Department will seek to provide assistance to the Governance Entity in the development of such management plans by way of the provision of support and information, including the status and condition of Conservation Land within the Area of Interest, and other information held by the Department that would assist the Governance Entity in preparing such plans.

### 23. VISITOR AND PUBLIC INFORMATION AND INFORMATION SHARING

#### Visitor and public information

- 23.1 The Partners wish to share knowledge about natural and historic heritage within the Area of Interest with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation. The Department acknowledges the importance of that knowledge to Te Korowai o Wainuiārua, and to carrying out the Department's information dissemination role.
- 23.2 The Partners also wish to encourage respect for, and awareness of, the cultural, spiritual, traditional and historic associations of Te Korowai o Wainuiārua with the land, waters and indigenous flora and fauna within the Area of Interest, and the responsibility of Te Korowai o Wainuiārua as kaitiaki under tikanga Māori to preserve, protect and manage the natural and historic resources within that area.
- 23.3 The Partners will achieve this by:
- 23.3.1 raising public awareness of any positive conservation partnerships between Te Korowai o Wainuiārua and the Department including, by way of publications, presentations, and seminars;
  - 23.3.2 subject to agreement, the placement and maintenance of pouwhenua on land managed by the Department subject to the Conservation Legislation;
  - 23.3.3 engaging with each other in the development of visitor and public information provided or published by either Partner (including interpretation panels, signs, brochures, websites and other publications) that relates to Te Korowai o Wainuiārua, Te Korowai o Wainuiārua association with and perspective on particular lands, sites or place names, or Te Korowai o Wainuiārua values in land and resources managed under Conservation Legislation, particularly where that information relates to Te Korowai o Wainuiārua sites of significance and aspirations to the land in order to ensure that that the information is accurate and appropriate;

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- 23.3.4 the Department engaging with and obtaining approval from the Governance Entity that information relating to Te Korowai o Wainuiārua for new interpretation panels, signs, other visitor publications or information to be contained in any release of information by the Department is accurate and appropriate prior to its use, release or publication;
- 23.3.5 the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Te Korowai o Wainuiārua values, subject to the Official Information Act 1982 and other applicable legislation; and
- 23.3.6 to promote Te Korowai o Wainuiārua participation in the Department's volunteer and conservation events programmes.

#### Information sharing

- 23.4 If the Governance Entity requests information for the purposes of assisting it to exercise its rights under this Agreement, then the Department will, where practicable and subject to clause 23.6 make available to the Governance Entity all relevant information that it holds.
- 23.5 Where information is requested by the Governance Entity for the purposes of an upcoming meeting the Department will:
- 23.5.1 ensure that all relevant information is provided as soon as possible prior to the meeting; or
- 23.5.2 if the Department is unable to do so, agree upon an alternative time period for the information to be provided; or
- 23.5.3 on request of the Governance Entity, adjourn the meeting until the Governance Entity has received the information and had a reasonable time to consider it.
- 23.6 Where the Department is to provide information to the Governance Entity under this Agreement, this information will be provided subject to the provisions of the Official Information Act 1982, Privacy Act 2020, and other relevant legislation.

#### Notices to be in writing

- 23.7 Where the Department is required to inform the Governance Entity or give Notice under this Agreement all advice must be in writing, either by way of mail, or electronic mail.

### 24. CONFIDENTIALITY OF IWI INFORMATION

#### Principles

- 24.1 The Department acknowledges that, subject to any applicable legislative constraints:
- 24.1.1 Te Korowai o Wainuiārua are entitled to the recognition of the full ownership, control and protection of their taonga, including their intellectual property;

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- 24.1.2 Te Korowai o Wainuiārua have rights and interests in their taonga within their rohe, including their rights to ownership, protection and custody of Iwi Information; and
- 24.1.3 the importance to Te Korowai o Wainuiārua that the Department engages with the Governance Entity, and keeps it fully informed, about the Department's use of Iwi Information.

#### Confidentiality obligations

- 24.2 Subject to the Official Information Act 1982 and other relevant legislation, the Department will:
  - 24.2.1 respect the privacy, dignity, culture, practices, traditions and rights of Te Korowai o Wainuiārua;
  - 24.2.2 recognise and provide for the rights of Te Korowai o Wainuiārua rights to protection and custody of their Iwi Information;
  - 24.2.3 hold Iwi Information in the strictest confidence; and
  - 24.2.4 take any reasonable action required to ensure compliance with this clause as requested by the Governance Entity.
- 24.3 The Department will not, without the Governance Entity giving Notice of their prior informed consent:
  - 24.3.1 use Iwi Information or allow it to be used by any other person;
  - 24.3.2 knowingly undertake any collection of Iwi Information or approach individual Iwi members in an effort to obtain Iwi Information; or
  - 24.3.3 disclose Iwi Information or information about Te Korowai o Wainuiārua to a third party (including any Crown agency), or use Iwi Information for any purpose other than for which it was provided, except as:
    - (a) required by law; or
    - (b) is independently acquired other than in breach of this Agreement.
- 24.4 If the Department intends to disclose or use information where it considers one of the exceptions under clause 24.3 applies, it will promptly give Notice to the Governance Entity of its intention and reasons for doing so.
- 24.5 Where a third party (including another Crown agency) requires or requests Iwi Information from the Department, the Governance Entity anticipates that it will only give its consent if that third party enters into a release of information agreement with it.
- 24.6 Ongoing engagement is necessary to maintain prior informed consent and any prior informed consent is applicable only to the specific purpose of each consent. For clarity, the Department acknowledges that the Governance Entity may withdraw their prior informed consent by providing Notice to the Department, but this will not affect any disclosure made before that withdrawal.

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- 24.7 The Department will circulate Iwi Information within the Department on a need to know basis only and will ensure that staff are aware of the terms of this Agreement in respect to Iwi Information.
- 24.8 The Department will obtain the Governance Entity's agreement to any statements of the interests of Te Korowai o Wainuiārua or any Iwi Information that are proposed to be included in any of the Department's planning documents (whether a Statutory Planning Document or a non-statutory plan or strategy, including any business plan or action plan).
- 24.9 The Governance Entity may require the return of any Iwi Information that has been provided to the Department and the Department agrees that, where consistent with the applicable legislation, it shall comply with any such request and remove all record of that Iwi Information.
- 24.10 The Department acknowledges and agrees that it has no interest in, nor will it acquire any ownership of Iwi Information.

## E. GENERAL MATTERS

### 25. KEY CONTACTS

- 25.1 The Governance Entity will provide Notice to the Department of the names and contact details of key contacts within the Governance Entity, and any changes to those contacts.
- 25.2 The Department will:
- 25.2.1 maintain a record of the names and contact details of key contacts notified by the Governance Entity in accordance with clause 25.1;
  - 25.2.2 provide Notice to the Governance Entity of the names and contact details of key contacts within the Department, and any changes to those contacts; and
  - 25.2.3 appoint the Regional Operations Director (or Tier 3 equivalent) as the primary point of contact for the Governance Entity and liaison person with other staff of the Department.

### 26. DISPUTE RESOLUTION

- 26.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable time frame. Subject to that requirement, the Partners may by mutual agreement vary the process set out in clauses 26.2 to 26.4 below.
- 26.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

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- 26.3 If following the process in clause 26.2, the Partners cannot reach a negotiated outcome, they may agree to refer the dispute to an independent, and mutually agreed mediator. The costs of mediation are to be split equally between the Partners.
- 26.4 If the dispute is not resolved following mediation, and the Partners agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a representative of the Governance Entity and the Minister, or their nominees if the Partners agree. The Partners acknowledge this measure will be a means of last resort.

### 27. REVIEW AND AMENDMENT

- 27.1 The Partners agree that this Agreement is a living document that will be updated and adapted to take into account future issues, developments (including collective redress for the Tongariro and Whanganui National Parks, the outcomes of any reviews undertaken, the partial reviews of Conservation General Policy, General Policy for National Parks, or any review of the concessions framework) and additional opportunities including but not limited to co-management opportunities.
- 27.2 If, as a result of the Partners engaging due to changes in legislation, national policy or statutory documents as provided in clauses 12.1-12.2 (Changes to structure, policy and legislation affecting the Agreement), the Partners agree it is necessary or desirable, they will amend this Agreement.
- 27.3 The Partners will undertake the first review of this Agreement no later than three years after the date this Agreement is signed, and every three years thereafter, at the request of either Partner.
- 27.4 The Partners may only vary this Agreement by agreement in writing.

### 28. TERMS OF AGREEMENT

- 28.1 The Partners agree that the Department will conduct the relationship through the Governance Entity unless the Partners agree otherwise.
- 28.2 For the purposes of this Agreement, references to Te Korowai o Wainuiārua and the Governance Entity will be interchangeable and context dependant.
- 28.3 This Agreement should be read subject to the Deed of Settlement.
- 28.4 This Agreement is entered into pursuant to sections [ ] of the [ ] Act (the Settlement Legislation) and clause [ ] of the Deed of Settlement. The Agreement does not override or limit:
- 28.4.1 legislative rights, powers or obligations;
  - 28.4.2 the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or

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- 28.4.3 the ability of the Crown to introduce legislation and change government policy.
- 28.5 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:
- 28.5.1 land or any other resource held, managed or administered under the Conservation Legislation;
- 28.5.2 plants or fauna managed or administered under the Conservation Legislation; or
- 28.5.3 rights relating to the common marine and coastal marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 28.6 A breach of this Agreement is not a breach of the Deed of Settlement.
- 28.7 If the Crown breaches this Agreement without good cause, the Governance Entity may:
- 28.7.1 seek a public law remedy, including judicial review; or
- 28.7.2 subject to the Crown Proceedings Act 1950, seek to enforce the Agreement, but damages or compensation (with the exception of court costs) may not be awarded.
- 28.8 Clause 28 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.
- 28.9 If for any reason any provision of this Agreement is or becomes invalid or unenforceable to any extent, the remainder of this Agreement will not be affected, and will remain enforceable to the extent permitted by law.
- 28.10 If for any reason this Agreement is terminated, the obligations under clause 24 (Information and Confidentiality) will continue to bind the Partners, unless the Partners agree otherwise.

## 29. DEFINITIONS

### Interpretation

- 29.1 In this Agreement:
- 29.1.1 headings are not to affect its interpretation; and
- 29.1.2 the singular includes the plural and vice versa.

### Definitions

- 29.2 In this Agreement:
- Agreement** means this agreement;

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**Agreement Area** means the area to which this Agreement applies, and which is identified as the Te Korowai o Wainuiārua Area of Interest in the Deed of Settlement.

**Area of Interest** is shown on the map in Attachment A;

**Conservation Land** means lands, water, Flora and Fauna, or any other resource within the Area of Interest, which are managed from time to time by the Department under the Conservation Legislation;

**Conservation Legislation** means the Conservation Act 1987 and the statutes listed in the First Schedule of that Act;

**Crown** has the meaning given to it by section 2(1) of the Public Finance Act 1989;

**Crown Protected Area** has the meaning ascribed to it by section 4 of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

**Cultural Materials** means any Flora or materials derived from Flora or dead protected Fauna, found within the Area of Interest that are managed and protected under the Conservation Legislation and which are important to Te Korowai o Wainuiārua maintaining, expressing and restoring Te Korowai o Wainuiārua cultural values and practices;

**Deed of Settlement** means the deed of settlement signed by the Crown and Te Korowai o Wainuiārua and the Governance Entity;

**Department** means the Minister of Conservation, the Director-General of Conservation and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

**Fauna** means animals of any kind, including any mammal, bird, reptile, amphibian, insect, crustacean, or other organism of any kind, but does not include a human being;

**Governance Entity** means the trustees of Te Korowai o Wainuiārua Trust which has the meaning set out in part [ ] of the General Matters Schedule of the Deed of Settlement;

**Iwi** means Te Korowai o Wainuiārua;

**Iwi Information** means any oral or written information provided by Te Korowai o Wainuiārua to the Department that relates to their interests and values (or similar);

**Notice** means a notification by either Partner to the other Partner, and as provided by clause 23.7, must always be in writing, either by way of mail, or electronic mail;

**Plant** means any member of the plant kingdom; and includes any alga, bacterium, or fungus, and any part of or seed or spore from any plant;

**Partners** means the Governance Entity and the Department;

**Settlement Date** means the date as provided for in the Settlement Legislation;

**Settlement Legislation** means the legislation giving effect to the Deed of Settlement;

**Significant Places** means sites, places, or areas which are identified by the Governance Entity as wāhi tapu, wāhi taonga or otherwise significant to Te Korowai o Wainuiārua;



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**Statutory Planning Document** includes any relevant conservation management strategy, national park management plans, conservation management plan or any other relevant planning document provided for by the Conservation Legislation;

**Te Korowai o Wainuiārua** has the meaning set out in the Deed of Settlement;

**Time Constraints** means any relevant statutory, national programme or project time constraints;

**Te Tiriti o Waitangi/Treaty of Waitangi** means te Tiriti o Waitangi/the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

**Working Day** means any day of the week other than:

- (a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand Anniversary Day or Wellington Anniversary Day; and
- (b) A day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.

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**SIGNED** on [ ] 2021

**SIGNED** for and on behalf of  
Te Korowai o Wainuiārua by  
[ ]

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Deputy Chairperson

**SIGNED** for and on behalf of **THE CROWN** by -

The Minister of Conservation

\_\_\_\_\_  
[ ]

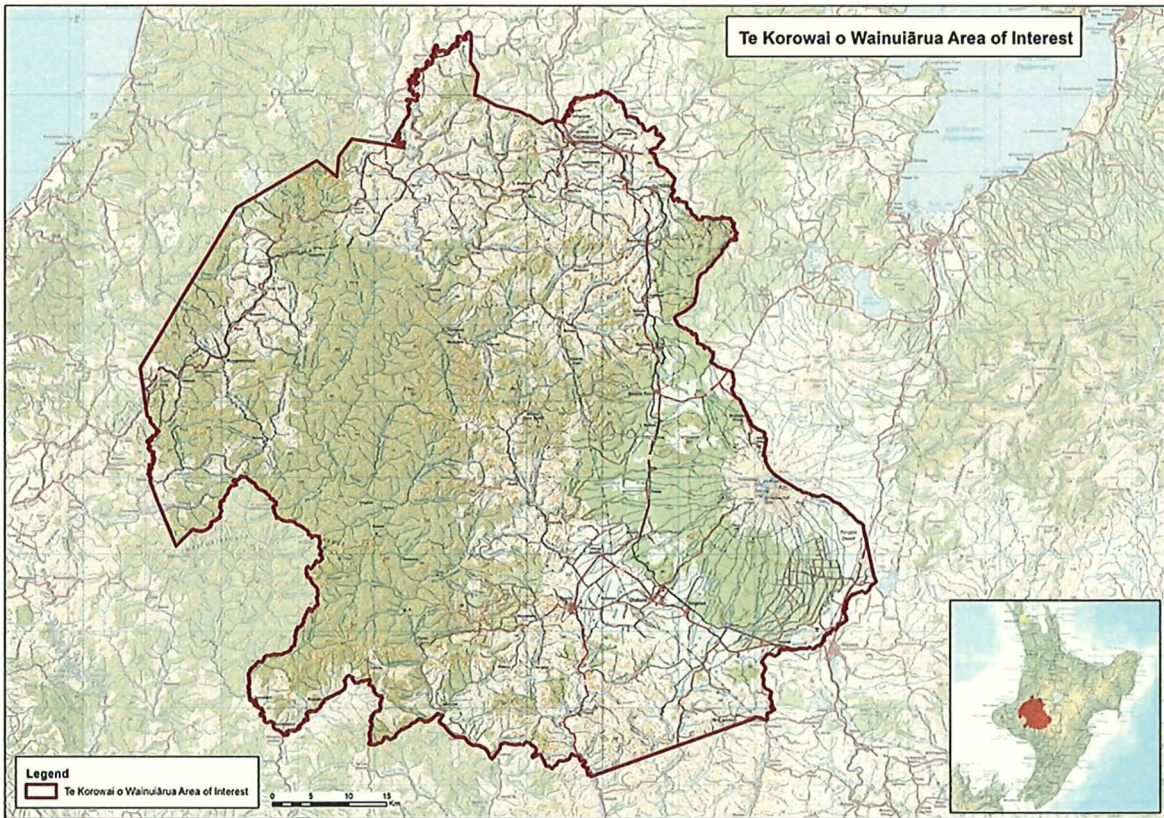
The Director-General of Conservation

\_\_\_\_\_  
[ ]

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ATTACHMENT A: AREA OF INTEREST MAP



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#### ATTACHMENT B: MOEMOEVA/VISION FOR THE PŌKĀKĀ ECOSANCTUARY

“Ko te kaitiaki o te mouri ko te tangata,  
ko te kaitiaki o te tangata ko te mouri”.  
The guardian of the life-force energy is man;  
the guardian of man is the life-force energy

#### **Te Korowai o Wainuiārua [world view]**

- 1.1 The people of Te Korowai o Wainuiarua have a holistic interconnectedness with the land and ecosystems within their rohe and their relationship with these taonga is central to their spiritual and physical wellbeing, tribal identity and culture.
- 1.2 Te Korowai o Wainuiarua are kaitiaki of this land and have been exercising rangatiratanga in accordance with their tikanga and protocols for generations and have, to the extent possible, continued to take active steps to look after and protect their whenua and its resources. Te Korowai o Wainuiārua wish to continue to take active steps to be kaitiaki of the whenua in their rohe and, to the extent possible, to exercise rangatiratanga in accordance with their tikanga and protocols and aspire in accordance with their tikanga to restore the wellbeing of the whenua, biodiversity and communities in their rohe.
- 1.3 Te Korowai o Wainuiārua believe they have a responsibility as kaitiaki to protect the health and wellbeing of the land and ecosystems and other taonga in the conservation land in their rohe for present and future descendants of Te Korowai o Wainuiārua and therefore aspire to:
  - 1.3.1 restore, protect and enhance the health and wellbeing of their taonga and, wherever possible, to reintroduce and regenerate the indigenous flora and fauna;
  - 1.3.2 promote projects for regeneration within their rohe which will enhance the overall ecological value and ecological and cultural health and wellbeing of the conservation land;
  - 1.3.3 protect the historical, cultural and spiritual values of their wāhi tapu and significant places;
  - 1.3.4 promote the integrated, holistic and co-ordinated approach to management of the conservation land;
  - 1.3.5 ensure the public are correctly informed of the traditional associations of Uenuku, Tamakana and Tamahaki; and
  - 1.3.6 restore and protect the relationship of Te Korowai a Wainuiārua as kaitiaki of the conservation land in their rohe.

## DOCUMENTS

### 7: CONSERVATION PARTNERSHIP AGREEMENT

- 1.4 The Te Korowai o Wainuiārua aspirations are based on the key principles of mouri, whakapapa, kaitiakitanga and whakawhanaungatanga:
- 1.4.1 Mouri - the heart of the Wainuiārua worldview, everything emanates from the mouri
  - 1.4.2 Whakapapa (genealogy) - the central nervous system and backbone, from which the life-force can develop and grow
  - 1.4.3 Kaitiakitanga (guardianship) is the toto (blood, vital fluids) and carrier of the life-force energy throughout the tinana
  - 1.4.4 Whakawhanaungatanga is crucial to any success is by sustaining existing, and forming new, relationships with communities and across the environmental, conservation and economic sector.

#### **Te Korowai o Wainuiārua Moemoeā/Vision for Pōkākā Ecosanctuary**

- 1.5 A centrepiece of Te Korowai o Wainuiārua aspirations for Treaty settlement was to establish a sustainable inland island ecosanctuary where not only the uri of Te Korowai o Wainuiārua can reconnect with the whenua but where New Zealanders and international manuhiri can visit, learn, explore and celebrate a unique environment.
- 1.6 The ecosanctuary vision is to seek to restore the habitat and the biodiverse forest resources that once existed and were valued by previous generations. The vision of Te Korowai o Wainuiārua is that the ecosanctuary will also provide a means of reconnection and return to traditional land management practises for Te Korowai o Wainuiārua.
- 1.7 The ecosanctuary vision will not only seek to restore the traditional habitats and bio-diverse forest resources but also support the breeding, reintroduction, and conservation of local taonga fauna and flora species.

#### **The proposed Pōkākā Ecosanctuary**

- 1.8 The proposed area for the ecosanctuary is an area within and adjacent to the Erua Conservation Area (to be reclassified as a scenic reserve named Ngātokoerua scenic reserve) referred to as Pōkākā. This area is located between the Manganui a te Ao and Makatote awa, which are two of the most significant rivers for Te Korowai o Wainuiārua and flow from the slopes of Ruapehu, a Te Korowai o Wainuiārua tupuna, down through the Te Korowai o Wainuiārua ancestral rohe.
- 1.9 This land and the wider Waimarino region were once almost entirely covered by a diverse forest eco-system that historically provided Te Korowai o Wainuiārua communities and visiting manuhiri with kai, manu and a range of wild foodstuffs. Because of an abundance of kākā seen in ancient times, this area was named Pōkākā long ago by Te Korowai o Wainuiārua tūpuna. The kōrero says that during harvest times the abundance of manu (native birds) in the trees was so dense they blocked the sun from shining through to the forest floor. Hence Pōkākā, a darkness caused by the abundance of the kākā.

## DOCUMENTS

### 7: CONSERVATION PARTNERSHIP AGREEMENT

- 1.10 Te Korowai o Wainuiārua have a special traditional, historical, spiritual and cultural relationship with this area. Multiple sites of significance to Te Korowai o Wainuiārua are situated within this area. It is the location of several kāinga, pā, urupā and other wāhi tapu as well as mahinga kai, well-known hunting grounds, walking tracks, lakes, springs, and caves throughout this area. Te Korowai o Wainuiārua believe they have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and engage in the management all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tūpuna.

#### **Future options for establishing Pōkākā Ecosanctuary**

- 1.11 It is Te Korowai o Wainuiārua's vision to establish and operate Pōkākā Ecosanctuary (potentially featuring a predator-proof fence and eradication of all mammalian pest species) and various buffer zones on land managed by the Department of Conservation. This ecosanctuary vision will be supported through various mechanisms and instruments obtained by Te Korowai o Wainuiārua through their Treaty settlement with the Crown, such as a Management Agreement, and in the future through seeking concessions and/or other authorisations under the conservation legislation.
- 1.12 The Te Korowai o Wainuiārua Governance Entity will seek to obtain external funding to undertake pest management and other activities within this area (as contemplated by a Management Agreement with the Department of Conservation) to support the future vision of the Pōkākā Ecosanctuary.
- 1.13 Te Korowai o Wainuiārua hopes to establish facilities associated with the ecosanctuary vision (including public access road, car parking, visitor centre, and/or other buildings or facilities), either on land managed by the Department (subject to first obtaining all necessary approvals and/or concessions) or on private land outside of the core fenced area.
- 1.14 While the current aspiration is to erect a predator-proof fence and operate an ecosanctuary, it may be that different approaches and proposals are ultimately pursued to meet the aspiration and outcome of protecting flora and fauna and having greater involvement in conservation.

**DOCUMENTS**

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**8: CONSERVATION MANAGEMENT AGREEMENT**

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**8. CONSERVATION MANAGEMENT AGREEMENT**

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## DEED OF SETTLEMENT

### 8: CONSERVATION MANAGEMENT AGREEMENT

Negotiations sensitive and confidential – without prejudice  
DRAFT POKAKA MANAGEMENT AGREEMENT



Department of Conservation  
*Te Papa Atawhai*

### POKAKA MANAGEMENT AGREEMENT

(pursuant to section 53(2)(i) Conservation Act 1987)

#### AGREEMENT NAME: Pōkākā Management Agreement

This agreement is made this \_\_\_ day of \_\_\_\_\_ 2021

#### PARTIES:

1. **TE KOROWAI O WAINUIĀRUA, through Te Korowai o Wainuiārua Trust, on behalf of Uenuku, Tamakana and Tamahaki ('TKOWT')**
2. **DIRECTOR-GENERAL OF CONSERVATION ('DOC')**

#### PREAMBLE

- A. The Department of Conservation Te Papa Atawhai ("the Department" or "DOC") is responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders. It also has a responsibility under section 4 of the Conservation Act 1987 to interpret and administer the conservation legislation to give effect to the principles of the Treaty of Waitangi to the extent that it applies to this conservation activity.
- B. To perform its functions, the Department seeks to collaborate and work with others recognising that New Zealanders want to connect with and contribute their expertise to restore and protect their unique natural environment, historic and cultural heritage.
- C. Te Korowai o Wainuiārua Trust (TKOWT) represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island.
- D. Te Korowai o Wainuiārua have a special traditional, historical, spiritual and cultural relationship with the Land in this Agreement which has been recognized by the Crown and the Department in an Overlay Classification. Multiple sites of significance to Te Korowai o Wainuiārua are situated within the Land. It is the location of several kāinga, pā, urupā and other wāhi tapu as well as mahinga kai, well-known hunting grounds, walking tracks, lakes, springs, caves throughout the area. They believe they have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and engage in management of all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tūpuna. The continued recognition of these hapū, and their traditions and status as kaitiaki of this site is integral for the iwi of Te Korowai o Wainuiārua in maintaining their cultural identity and competency.



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- E. It is the vision of TKOWT to establish and operate an inland island ecosanctuary and various buffer zones on land managed by the Department and through various mechanisms and instruments obtained by Te Korowai o Wainuiārua through their Treaty settlement with the Crown and later through applications and other process under the Conservation Act 1987 and other applicable legislation, including the Wildlife Act 1953. In time, TKOWT also intend to establish facilities associated with an ecosanctuary (public access road, car parking, visitor centre, and/or other buildings or facilities) either on land managed by DOC (subject to first obtaining all necessary approvals and/or concessions) or on private land outside of the core fenced area. The Te Korowai o Wainuiārua Pokaka Ecosanctuary Vision Statement (which describes the long-term goals for the broad sanctuary area) is attached as Appendix 3.
- F. This Agreement aims to support the broader vision of the Pōkākā Ecosanctuary project (featuring a predator-proof fence, including eradication of all mammalian pest species), by enabling TKOWT to undertake pest management and other agreed activities over public conservation land in the meantime and until appropriate concessions and other approvals are obtained. While the current aspiration is to erect a predator-proof fence and operate an ecosanctuary, it may be that different approaches and proposals are ultimately pursued by TKOWT to meet the vision and outcome of protecting flora and fauna and having greater involvement in conservation.
- G. The parties are entering this Agreement in a spirit of collaboration to make a difference for conservation. Under section 53(2)(i) of the Conservation Act 1987, the Department has the power to enter into agreements with individuals/groups/organisations. Under the Te Korowai o Wainuiārua Deed of Settlement it was agreed that the Department of Conservation would grant a Management Agreement as redress to enable TKOWT to undertake management activities on public conservation land to support their longterm vision to establish an ecosanctuary at Pokaka.
- H. This agreement should be read in conjunction with the Te Korowai o Wainuiārua Deed of Settlement (including the Conservation Partnership Agreement), Te Korowai o Wainuiārua Claims Settlement Act, the relevant Conservation Management Strategy and the Pōkākā Overlay Classification for the Erua Conservation Area and certain surrounding reserve land.
- I. The intention of the parties is that the Manager will carry out the Management Activity subject to the terms and conditions of Schedule 1, 2 and 3 of this Agreement.

**THE PARTIES AGREE** to work together as follows.

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## Schedule 1

### Specifics of Agreement

#### Section A: What does TKOWT aim to achieve?

1. As part of the Te Korowai o Wainuiārua Treaty settlement, the Crown acknowledges and provides redress to support the TKOWT long term vision to establish and operate an inland island ecosanctuary within the land subject to this agreement, referred to as the Pōkākā Ecosanctuary.
2. In order to support TKOWT's vision, the Deed of Settlement also provides for a Management Agreement to be granted to TKOWT over the identified public conservation lands at Section B (the "Land") in the area of the potential future ecosanctuary.
3. TKOWT aspires to restore the habitat and biodiverse forest resources that once existed in this area, and to support the breeding, reintroduction and conservation of endangered local flora and fauna species.
4. The Parties intend that this Agreement will complement other work that may be undertaken by the Department in the wider area.

#### Section B: Where is TKOWT undertaking the Activity?

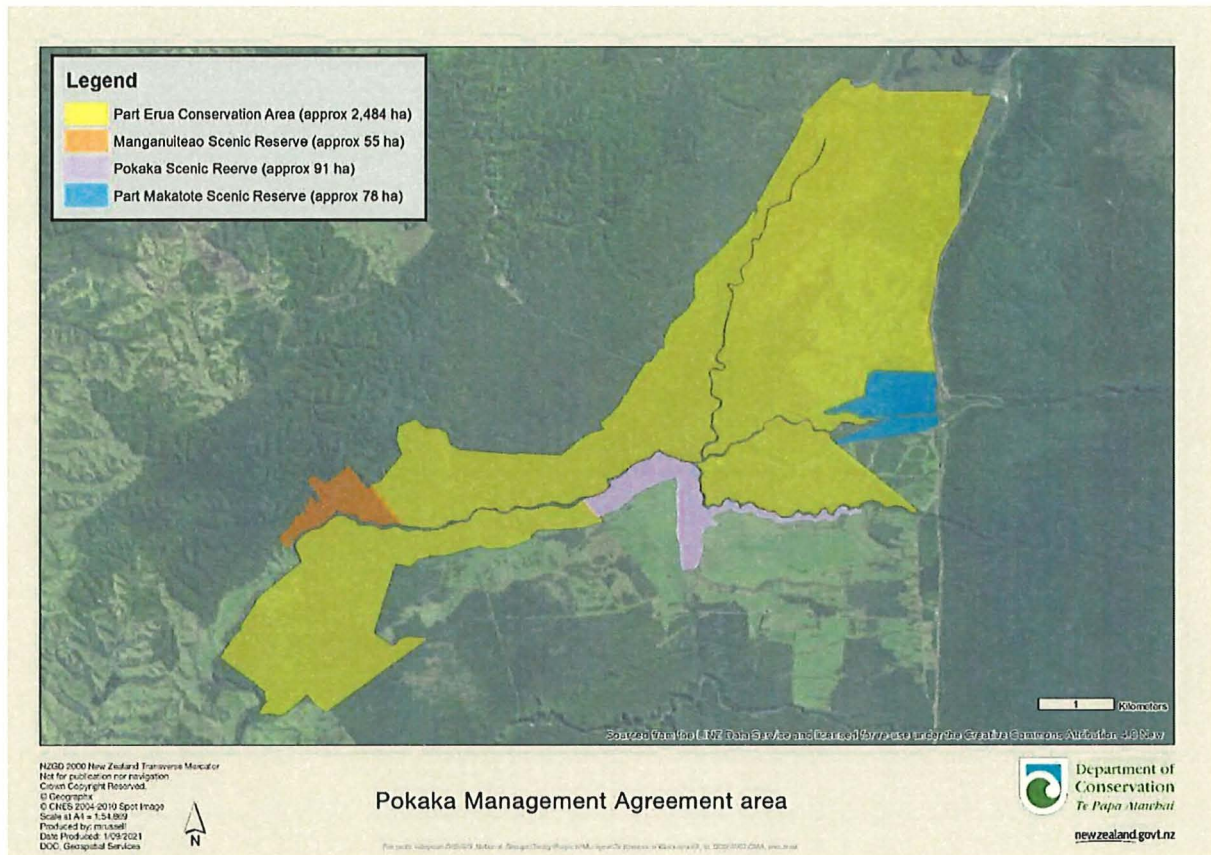
5. TKOWT shall undertake the Activity on the following Land:
  - (a) Approximately 2484 ha, Part Erua Conservation Area, subject to section 25 of the Conservation Act 1987;
  - (b) Approximately 91 ha, Pokaka Scenic Reserve, subject to section 19(1)(a) of the Reserves Act 1977;
  - (c) Approximately 78 ha, Part Makatote Scenic Reserve, subject to section 19(1)(a) of the Reserves Act 1977; and
  - (d) Approximately 55 ha, Manganuioteao Scenic Reserve, subject to section 19(1)(a) of the Reserves Act 1977.

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Figure 1: Map showing the Pōkākā Management Agreement area



#### Section C: How long is this Agreement for?

6. This Agreement starts on: [XX MONTH 202X] and ends on: [XX MONTH 203X].
7. Right of renewal (subject to fully complying with this Agreement): Yes
8. Final End Date: [XX MONTH 203X]

[Note: Agreement to commence on Settlement Date of TKOW settlement, with a term of 10 years and a right of renewal of 5 years.]

#### Section D: Are there any special conditions about how/where TKOWT does these activities?

9. Special Conditions for this Agreement are contained in Schedule 3 (including any specific health and safety matters).

#### Section E: The Activity

10. The Activity of TKOWT is, subject to obtaining appropriate and sufficient external funding, to restore the habitat and biodiverse forest resources that once existed in this area, and to support the breeding, reintroduction and conservation of endangered flora and fauna species ("the Activity").

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11. TKOWT intend to undertake the Activity in a phased approach:

#### Phase 1

12. TKOWT aims to (as resources permit) undertake sustained management of priority pest species to support the habitat rejuvenation.
13. Subject to obtaining the necessary approvals from DOC and/or under other applicable legislation, pest control will primarily be via ground-based pest management including the deployment and maintenance of bait stations and traps and goat control by hunters.
14. Monitoring and reporting (including to DOC) of results and impacts on flora and fauna species.

#### Phase 2

15. TKOWT aims to undertake certain infrastructure work within the Land, including the establishment of low impact improvements such as:
- (a) track walking access (public access and operational purposes);
  - (b) 4WD access tracks for pest control or other operational purposes (only);
  - (c) signage/interpretation.

#### DOCs Contribution

16. DOC agrees to contribute the following technical advice to TKOWT to support the Activity, resources permitting:
- (a) Technical advice on pest control best practice;
  - (b) Technical advice on pest control permissions;
  - (c) Technical advice on biodiversity monitoring plans;
  - (d) Technical advice on concessions.
17. In addition to any applicable DOC Standard Operating Procedures mentioned at Section G, DOC shall have direct involvement in the development, location, and construction methods (for example) for any infrastructure or plantings that are approved by DOC to be carried out on the Land. See special conditions.
18. DOC will include the Land in its inspection regime, to ensure that any facilities or structures at these areas are up to applicable standards and are safe. DOC will report any inspection findings to TKOWT for their noting and action.

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#### Section F: Consultation with iwi, hapū and whānau:

19. TKOWT, as a post settlement body representing tangata whenua, is mindful that whānau, hapū and iwi have a role as kaitiaki of natural and cultural resources on public conservation land and waters.
20. DOC will consult with whānau, hapū and iwi and/or the relevant post Treaty settlement governance entity where applicable.
21. DOC will provide advice and support to TKOWT to consult with whānau, hapū and iwi as appropriate.
22. DOC will advise TKOWT if any specific provision under a Treaty of Waitangi Partnership or Accord applies or if there are Treaty settlement obligations under a Deed of Settlement or Deed of Recognition with implications for the Activity.

#### Section G: What procedures, guides and standards apply to the Activity?

23. TKOWT must follow DOC's Standard Operating Procedures, guidelines or standards, listed below:

##### *For operational tracks*

- (a) Track cutting guide (attached as Appendix 1)

##### *For public tracks*

- (b) Track construction and maintenance manual (DOC) – download a copy here: <https://www.doc.govt.nz/about-us/our-policies-and-plans/our-procedures-and-sops/track-construction-and-maintenance-guidelines/>
- (c) Tracks and outdoor visitor structures (SNZ HB 8630:2004) – download a free copy here: <https://www.standards.govt.nz/shop/snz-hb-86302004>

##### *Visitor risk management*

- (d) Visitor Risk Management Policy (DOC) – download a copy here: <https://www.doc.govt.nz/globalassets/documents/about-doc/policies-and-plans/visitor-risk-management/doc-visitor-risk-management-policy.pdf>

##### *Pest control*

- (e) Using Tracking Tunnels to Monitor Rodents and Mustelids (DOC-1199768) (attached as Appendix 2)
24. Use of Pesticide on Public Conservation Land requires consent. There a range of SOPs and guidelines that may be applicable depending on the specific timing and circumstances of each proposed activity. DOC's preference is to provide the most

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relevant supporting documents during engagement with the applicant, including as part of the application process.

25. For hunting wild animals, including goats, a permission is required from the DOC District Office.
26. For information on the process for applying refer to the DOC Website <HTTP://WWW.DOC.GOVT.NZ/GET-INVOLVED/APPLY-FOR-PERMITS/BUSINESS-OR-ACTIVITY/ANIMAL-PEST-CONTROL-OPERATIONS/>.
27. As noted in Section E above, DOC has agreed (resources permitting), to provide TKOW with technical advice on pest control best practice and pest control permissions.
28. DOC will provide to, and discuss with, TKOWT the relevant sections of DOC's Standard Operating Procedures (SOPs), guidelines and standards that apply to the conduct of the Activity.
29. DOC will inform TKOWT of any new and updated SOP, guideline and/or standard during the term of this Agreement, and advise TKOWT if it will need to continue to follow the earlier version or change to the new version.

#### Section H: Health and Safety

30. DOC will specify in the Special Conditions in Schedule 3 any:
  - (a) place within the Site that is not covered by this Agreement;
  - (b) equipment or tools that must not be used except with DOC's prior written agreement.

#### Section I: What happens if TKOWT causes damage?

31. Where TKOWT can be covered by DOC's General Liability Policy for third-party personal injury and property damage TKOWT agrees to accept that cover and abide by the conditions outlined in this Agreement.
32. Where it cannot be covered under DOC's General Liability Policy, TKOWT has agreed to take out at its own expense one or more insurance policies to cover all of the Activity.

#### Section J: Staying in touch with each other

33. DOC and TKOWT will meet half-yearly around September and March each year to review progress with achieving the aims outlined in section A, or work plan if appropriate.
34. DOC and TKOWT have appointed the following persons to communicate on their behalf on all matters relating to this Agreement:

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For TKOWT

Name:

Position:

Contact details:

For DOC

Name:

Position:

Contact details:

- 35. If the appointed representative for either party changes, the affected party will notify the other party of the change as soon as practicable.
- 36. In each year during the term of the Agreement, TKOWT will keep a record of the number of volunteers and workday equivalents (8 hours including travel) involved in undertaking the Activity and will share the data collected with DOC.
- 37. TKOWT will also provide the following information to DOC:
  - (a) An annual report detailing activities, GPX file of location of traps and bait stations, and trap catch and goat kill data.
- 38. DOC will use the information supplied under this provision by TKOWT in a report to Government on voluntary contributions to conservation.

**TE KOROWAI O WAINUIĀRUA TRUST**  
SIGNED for and on behalf of **Te Korowai o Wainuiārua Trust**

**DIRECTOR-GENERAL OF CONSERVATION**

by [Name ].....

SIGNED by [name].....

pursuant to an Instrument of Delegation dated 9 September 2015 from the Director-General of Conservation:

[Signature].....

[signature].....

Date:

Date:

Address:



Address:

Phone number/email:

Phone number/email:

**Note:**

- A copy of the Instrument of Delegation may be inspected at the Director-General's office at 18-32 Manners Street, Wellington 6011.


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**Schedule 2**

**STANDARD TERMS AND CONDITIONS**

1. **What activity has been authorised?**

1.2 TKOWT is authorised to carry out the Activity (described in **Section E of Schedule 1**) in accordance with this Agreement, subject to any applicable SOPs (described in **Section G of Schedule 1**) and any consents that may be required to undertake the Activity.

1.3 TKOWT will:

- (a) exercise reasonable skill, care and diligence in carrying out the Activity;
- (b) take responsibility for the actions and omissions of its workers (including volunteers and contractors) and others who carry out the Activity under its direction and control;
- (c) not commence the Activity until the Agreement has been signed by both parties and the safety plan has been reviewed and accepted by DOC in accordance with clause 6.6 of this Schedule.

2 **Renewals**

2.2 If **Section C of Schedule 1** provides for a right of renewal and if the TKOWT has, in the opinion of DOC, complied with all the terms and conditions of this Agreement. DOC will offer TKOWT a renewal of this Agreement on the same terms or on any amended terms agreed between the parties (but excluding the right of renewal) for a further period agreed between the parties. DOC will provide three (3) months' written notice to TKOWT of the offer.

2.3 TKOWT may accept the offer of renewal in writing to DOC before the Agreement ends. In that case, the Agreement will be renewed and will then end on or before the Final End Date set out in **Section C of Schedule 1**.

3 **What if things change?**

3.1 TKOWT must not transfer this Agreement to another party or allow another party to carry out the Activity without the prior written consent of DOC. DOC may choose to decline consent under this clause or grant consent subject to conditions.

3.2 Any change to the Activity or to the boundary of the Site will be subject to a prior Variation of Agreement at DOC's reasonable discretion.



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#### 4 What about protecting the environment?

- 4.1 TKOWT must take every care to avoid damaging indigenous flora and fauna or the habitat of indigenous fauna when carrying out the Activity.
- 4.2 TKOWT must take every care not to transfer unwanted organisms such as weed seeds, pathogens or pests, such as Argentine ants and plague skinks (as listed under the Biosecurity Act 1993), when carrying out the Activity.
- 4.3 Except where permitted by this Agreement, TKOWT must ensure it does not without DOC's prior written approval:
- (a) cut down vegetation; or
  - (b) damage any natural feature or historic resource on the land; or
  - (c) light any fire on the Site.

#### 5 What about obligations and breaches of the Agreement?

- 5.1 In conducting the Activity TKOWT must comply with all statutes, regulations, by-laws or other enactments, or any Conservation Management Strategy or Plan affecting or relating to the Site and facilities or affecting or relating to the Activity as well as the procedures, guidelines and standards set out in **Section G of Schedule 1** and all other reasonable notices and directions of DOC. DOC may in his/her discretion appoint a person to monitor and review compliance of these requirements.
- 5.2 A breach by TKOWT of any provision referred to in clause 5.1 of this Schedule is deemed to be a breach of this Agreement.
- 5.3 If TKOWT breaches clause 5.1 of this Schedule, in any way that is not insignificant in DOC's view, DOC will give notice to TKOWT of the breach and provide a reasonable opportunity for TKOWT to remedy it.
- 5.4 If there is no proof of TKOWT working to remedy the breach DOC may choose to fix the breach after giving notice to TKOWT
- 5.5 DOC will advise TKOWT of what DOC's reasonable cost to fix the breach is and TKOWT must pay that sum to DOC unless TKOWT can show to DOC's satisfaction that there are special circumstances as to why DOC should either waive or reduce that sum.

#### 6 How will TKOWT address Health and Safety?

- 6.1 TKOWT must carry out the Activity in a safe and reliable manner to provide and maintain, as far as is reasonably practicable, a safe working environment for its members and other persons (including any employees, volunteers and contractors) while carrying out the Activity.

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- 6.2 DOC and TKOWT are committed to working together to ensure, so far as reasonably practicable, that safety hazards and risks related to the Activity are identified, assessed and managed.
- 6.3 Each party must notify the other of any adverse natural event, hazard or activity on the Site or the surrounding area of which it becomes aware during the term of this Agreement which may affect TKOWT activities or public safety on the Site.
- 6.4 TKOWT must appoint a spokesperson or persons with whom DOC will communicate on all health and safety matters relating to the Activity.
- 6.5 TKOWT must:
- (a) ensure that its members (and any contractors), agents, and invitees are competent and physically able to carry out the work and receive appropriate training before carrying out the Activity.
  - (b) ensure that all contracts between TKOWT and any contractor contains, at a minimum, the same requirements as clauses 5.1 and 6.6 of this Schedule.
  - (c) unless otherwise agreed, take on-site responsibility for the safety of members and the public while carrying out the Activity.
- 6.6 TKOWT must:
- (a) prepare, and provide to DOC, a safety plan which meets the Department's requirements relating to the Activity.
  - (b) not start the Activity until DOC has reviewed and accepted the safety plan.
  - (c) schedule an annual review of its safety plan, and if it makes any amendments ensure these are reviewed and accepted by DOC. This review is in addition to any review that DOC requires under clause 6.8 of this Schedule.
- 6.7 DOC will:
- (a) check and provide advice to help TKOWT complete or improve its safety plan;
  - (b) support TKOWT to be able to identify and manage risks associated with the Activity where the Activity is on public conservation land.
- 6.8 If, either in the opinion of DOC, or if TKOWT notifies DOC of a safety incident or risk on the Site, circumstances warrant a review of the safety plan, TKOWT must review the safety plan and, DOC must, where appropriate, review and decide whether to accept it.
- 6.9 TKOWT must record and report to DOC any significant event, such as a death or an injury which requires immediate hospitalisation, any near misses with the potential for a

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fatality or serious injury, within 24 hours of its occurrence and within 3 days for a less serious incident.

#### 7 What if TKOWT causes damage?

7.1 DOC's General Liability Insurance Policy covers TKOWT for third-party personal injury and property damage associated with all or part of the Activity it carries out on the Site if:

- (a) TKOWT has a safety plan in place for the Activity accepted by DOC in accordance with clause 6.6 of this Schedule and TKOWT its contractors, clients and invitees, comply with DOC's Standard Operating Procedures and guidelines and standards listed in **Section G of Schedule 1** and the safety plan accepted by DOC when carrying out the Activity.

OR

- (b) TKOWT its contractors, clients and invitees follow their own operating procedures and safety plan accepted by DOC.

7.2 Where TKOWT has its own insurance cover:

- (a) TKOWT indemnify DOC against all claims, action, losses and expenses of any nature by any person arising from TKOWT's conduct of the Activity.
- (b) TKOWT has no responsibility or liability for costs, loss or damage arising from any act or omission or lack of performance by DOC or any contractor or supplier or employee or agent of DOC.
- (c) The two parties must review the insurance cover as part of the annual monitoring and reporting provided for in **Section J of Schedule 1**, and if necessary, DOC may require TKOWT to alter the amount and/or type of insurance or to take out additional insurance.

#### 8 When can the Agreement be suspended?

8.1 DOC may suspend this Agreement in whole or in part where:

- (a) in DOC's opinion, there is a temporary risk to public safety or to any natural or historic resource, however arising; or
- (b) there has been a serious breach of the terms of this Agreement.

8.2 DOC may lift any suspension under clause 8.1 of this Schedule, in any of the following circumstances, when DOC decides (a) any risk to public safety or natural and historic resources caused by:

- (a) a natural event or activity has been remedied or mitigated;

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- (b) any activity of TKOWT has been eliminated, remedied or mitigated by the TKOWT;
- (c) TKOWT has rectified, remedied or mitigated any serious breach of this Agreement to DOC's satisfaction.

#### 9 **When can the Agreement be ended?**

9.1 TKOWT may surrender this Agreement, either in whole or in part, with two (2) months written notice to DOC subject to any conditions DOC considers reasonable and appropriate.

9.2 DOC may end this Agreement either in whole or in part by two (2) months written notice to TKOWT or such sooner period as appears necessary and reasonable to DOC where:

- (a) TKOWT breaches any term of this Agreement that, in DOC's opinion, is capable of being rectified; and DOC has notified TKOWT of the breach; and TKOWT does not rectify the breach within 14 days of receiving notification, or such other time as specified by DOC; or
- (b) TKOWT breaches any terms of this Agreement and in the opinion of DOC the breach is not capable of being rectified; or
- (c) TKOWT ceases to conduct the Activity, or conducts it in a manner unacceptable to DOC; or
- (d) where TKOWT is convicted of an offence under legislation affecting or relating to the Site or Activity.

9.3 DOC may end this Agreement immediately without notice where:

- (a) any of the events leading to a suspension of the Agreement under clause 8 of this Schedule cannot be remedied to DOC's satisfaction; or
- (b) there is, in DOC's opinion, a permanent risk to public safety or to the natural and historic resources of the Site.

9.4 Notwithstanding any ending of this Agreement, any party who breaches the Agreement remains liable for the breach.

#### 10 **What if the parties have a dispute?**

10.1 The parties will try to settle any dispute arising from this Agreement by full and frank discussion and negotiation or, if necessary, any other informal means for resolving it without harming any other rights they may have.

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**11 What is the relationship of the parties?**

11.1 The parties agree to work together and, subject to the terms of this Agreement, to cooperate with each other in the carrying out of the Activity on the Site.

11.2 Nothing expressed or implied in this Agreement is to be construed as:

- (a) Constituting the parties as partners (in terms of the Partnership Law Act 2019), joint venture or agency.
- (b) Giving TKOWT any right of exclusive occupation or use of the Site.
- (c) Granting any ownership or interest in the Site to TKOWT.
- (d) Affecting the rights of DOC and the public to have access across the Site.

**12 Power, Rights and Authorities**

All powers, rights and authorities of DOC under this Agreement and any notice required to be given by DOC may be exercised and given by DOC or any officer, employee or agent of DOC.

**13. The Law**

13.1 This Agreement is governed by, and to be interpreted in accordance with, the laws of New Zealand.

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**Schedule 3**

**SPECIAL CONDITIONS**

**1. Public Access**

- 1.1 TKOWT acknowledges that the Land are as are open to the public and that the management of these areas is subject to the particular land classifications and legislative requirements.
- 1.2 The Parties agree that public visitors may be encouraged to follow appropriate tikanga as practiced by Te Korowai o Wainuiārua.
- 1.3 TKOWT acknowledges that DOC may undertake operational work within the Land, which is anticipated would be complimentary to this Agreement.
- 1.4 The Parties agree that DOC may temporarily close the Land or any part of those areas to the public (which includes TKOWT and/or its invitees), where closure is reasonably required for reasons of public safety on at least 24 hours' prior notice. DOC shall notify TKOWT of any such closure.

**2. Authorisation**

- 2.1 The parties acknowledge that this Agreement does not restrict TKOWT or any other person from making a concession application under Part 3B of the Conservation Act 1987 for a concession to undertake an activity on the Land, but acknowledges that one of the purposes of this Agreement is to acknowledge the vision of TKOWT (or one of its trust entities) to establish and operate an ecosanctuary and to apply for concessions and other necessary authorisations to do so within the Land.

**3. Annual Work Plan**

- 3.1 TKOWT will submit an annual work plan to DOC for approval by March 30 of each year.
- 3.2 The content of the annual work plan will provide detail of who will undertake the work, how it will be funded, and the start and completion dates for the work. A joint meeting to discuss the work plan will take place on or around March 15 each year.
- 3.3 The ability of TKOWT to undertake the Activity within the Land in each year will depend on access to appropriate and sufficient external funding. The inability to access such funding and undertake the Activity in any year will not be a cause for suspension of this Agreement under clause 8 of Schedule 2 by DOC or a reason for ending this Agreement under clause 9 of Schedule 2.
- 3.4 Any additional work beyond the agreed Annual Work Plan is to be approved by DOC.

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#### 4. **Animal Pest Control**

- 4.1 Any tracks cut for pest control must be to a standard to facilitate pest control activity and will be sufficiently marked for the work to be carried out or to be monitored. Such tracks will not be opened up any more than meeting this requirement and with only minimal disturbance to vegetation (Appendix 1).
- 4.2 TKOWT will apply for all relevant consents prior to using Pesticide, traps, or firearms on the areas subject to this Agreement and acknowledges the need to allow time (approximately 3 months) for consultation and processing of their application.

#### 5. **Biodiversity/Planting**

- 5.1 Any plantings must only be undertaken in accordance with a planting plan (or similar) that has been approved by DOC.
- 5.2 Best practice will be followed for any species monitoring.
- 5.3 TKOWT acknowledge that separate approvals under the Wildlife Act 1953 will be applied for any species activities, where necessary.

#### 6. **Existing Infrastructure**

- 6.1 The existing infrastructure on the Land is comprised of basic walking tracks (only).

#### 7. **New Infrastructure**

- 7.1 Except where permitted by this Agreement TKOWT shall not erect or bring onto the Land any structure, nor alter these areas without the prior written consent of DOC.
- 7.2 DOC acknowledges the vision and the future development aspirations of Te Korowai to construct and maintain facilities on the Land, described in Activity as Phase 2 development, including:
- track walking access (public access and operational purposes);
  - 4WD access tracks for pest control or other operational purposes (only);
  - signage/interpretation; and
  - storage sheds and/or nursery buildings.
- 7.3 The establishment of any infrastructure under this Agreement (including tracks and facilities/structures) must have the prior approval of DOC and will be subject to any applicable SOP and any conditions imposed by DOC.



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- 7.4 TKOWT shall keep and maintain all existing and new structures and facilities on the Land, including all alterations, in good repair and in accordance with any applicable DOC standard.
- 7.5 For the avoidance of doubt, unless otherwise agreed, DOC is not obliged to carry out or contribute to any maintenance undertaken or required for any facilities and or structures that are subject to this Agreement.
- 7.6 The ownership of any buildings or other facilities/structures erected on the Land under this Agreement shall remain with DOC, unless otherwise agreed by the Parties.
- 7.7 DOC may require TKOWT to submit written engineering or building plans and details to DOC for approval before considering a request for consent under this Agreement.
- 7.8 DOC may in its sole and absolute discretion impose any reasonable terms and conditions considered appropriate to any approval given under this Agreement and may also decline granting such approval.
- 7.9 For the avoidance of doubt, the ownership of any buildings or other facilities/structures erected on the Land pursuant to a lease or licence arrangement (or similar) shall be dealt with in the particular legal instruments.

#### 8. **Use of power tools and machinery**

- 8.1 Use of power tools, machinery and ATVs/LUVs must be covered in TKOWT's Health and Safety Plan and must only be used by specifically trained persons.

#### 9. **Historic and cultural sites, features or taonga**

- 9.1 TKOWT must contact Heritage New Zealand Pouhere Taonga if archaeological, kōiwi tangata (human remains) or taonga are discovered, and the correct procedure must be followed.

#### 10. **Advertising**

- 10.1 TKOWT will acknowledge this Agreement in any promotional material related to the Land.
- 10.2 Signage (agreed by DOC) must be placed when and where pest control is being undertaken.

#### 11. **Media (including social media)**

- 11.1 TKOWT should incorporate DOC feedback for any media releases related to activities in this agreement prior to release.
- 11.2 TKOWT will acknowledge any DOC Community Funding where appropriate.



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Appendix 1

1.1 Track Cutting Standards




Tracks must be cut following these standards:

Activity	Standard
Cutting	<ul style="list-style-type: none"><li>- An expectation that this will only be cut to allow someone to walk unimpeded carrying a pack.</li><li>- The aim is to have a clear path that a field ranger can walk so they are not pushing vegetation out of the way or being brushed by vegetation or stepping over logs larger than 300mm.</li><li>- No live standing native vegetation with a stem diameter of greater than 75 mm at 1500mm above the ground is to be removed without the specific approval of the Department of Conservation.</li><li>- When cutting vegetation, stumps are to be as low as possible (less than 50mm), and cut flat so as to not spear someone falling on them.</li><li>- Strategic cutting of branches/stumps at a height &gt;50mm may be desirable when going up or down steep sections.</li><li>- When pruning trees, cut branches flush with main trunk.</li><li>- Ground disturbance in open areas to be kept to a minimum.</li><li>- Vegetation canopy not to be opened up.</li><li>- Vegetation must be cleared to ensure that there is a clear view of the way ahead at all times.</li><li>- All slashed vegetation is to be disposed of from the track surface.</li><li>- Be careful not to slash or scar remaining vegetation.</li><li>- Where vegetation blocks the view of the ground for safe foot placement, it can be removed.</li><li>- Windfalls can be cleared.</li></ul>
Marking	<ul style="list-style-type: none"><li>- Place a plastic marker triangle approximately every 10m (or whatever is required to have a clear view of at least one track marker all of the time).</li><li>- Use at least two nails (65mm x 2mm galvanised flatheads) in each marker.</li><li>- Ensure that 12 mm of each nail is left exposed. Do not drive nails flush with the tree trunk.</li><li>- Markers must be affixed so that at any point on the track the next marker is clearly visible and is within the comfortable sight line of an average track user.</li></ul>

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Activity	Standard
	<ul style="list-style-type: none"> <li>- As a general rule place markers as follows:                             <ul style="list-style-type: none"> <li>- if track is straight place marker: </li> <li>- if track is turning left place marker: </li> <li>- if track is turning right place marker: </li> </ul> </li> <li>- Markers should be between 1500mm and 1700mm above track surface, i.e. between shoulder height and eye level.</li> <li>- Markers are not to be attached to Department of Conservation signs, bridges and other structures without the express approval of the Department of Conservation.</li> <li>- Pay particular attention to track junctions and points of entry into the bush from tops, rivers, slips etc.</li> </ul>
Removal of temporary flagging tape	<ul style="list-style-type: none"> <li>- All temporary flagging tape is to be removed from vegetation after the track has been permanently marked, and disposed of.</li> </ul>

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Appendix 2

[DOC tracking tunnel grid v2.5.2: using tracking tunnels to monitor rodents and mustelids].

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#### Appendix 3: Moemoea/vision for the Pokaka Ecosanctuary

“Ko te kaitiaki o te mouri ko te tangata,  
ko te kaitiaki o te tangata ko te mouri”.  
The guardian of the life-force energy is man;  
the guardian of man is the life-force energy

##### Te Korowai o Wainuiārua [world view]

1. The people of Te Korowai o Wainuiarua have a holistic interconnectedness with the land and ecosystems within their rohe and their relationship with these taonga is central to their spiritual and physical wellbeing, tribal identity and culture.
2. Te Korowai o Wainuiarua are kaitiaki of this land and have been exercising rangatiratanga in accordance with their tikanga and protocols for generations and have, to the extent possible, continued to take active steps to look after and protect their whenua and its resources. Te Korowai o Wainuiārua wish to continue to take active steps to be kaitiaki of the whenua in their rohe and, to the extent possible, to exercise rangatiratanga in accordance with their tikanga and protocols and aspire in accordance with their tikanga to restore the wellbeing of the whenua, biodiversity and communities in their rohe.
3. Te Korowai o Wainuiārua believe they have a responsibility as kaitiaki to protect the health and wellbeing of the land and ecosystems and other taonga in the conservation land in their rohe for present and future descendants of Te Korowai o Wainuiārua and therefore aspire to:
  - a. restore, protect and enhance the health and wellbeing of their taonga and, wherever possible, to reintroduce and regenerate the indigenous flora and fauna;
  - b. promote projects for regeneration within their rohe which will enhance the overall ecological value and ecological and cultural health and wellbeing of the conservation land;
  - c. protect the historical, cultural and spiritual values of their wahi tapu and significant places;
  - d. promote the integrated, holistic and co-ordinated approach to management of the conservation land;
  - e. ensure the public are correctly informed of the traditional associations of Uenuku, Tamakana and Tamahaki; and
  - f. restore and protect the relationship of Te Korowai a Wainuiārua as kaitiaki of the conservation land in their rohe.

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4. The Te Korowai o Wainuiārua aspirations are based on the key principles of mouri, whakapapa, kaitiakitanga and whakawhanaungatanga:
  - a. Mouri - the heart of the Wainuiārua worldview, everything emanates from the mouri
  - b. Whakapapa (genealogy) - the central nervous system and backbone, from which the life-force can develop and grow
  - c. Kaitiakitanga (guardianship) is the toto (blood, vital fluids) and carrier of the life-force energy throughout the tinana
  - d. Whakawhanaungatanga is crucial to any success is by sustaining existing, and forming new, relationships with communities and across the environmental, conservation and economic sector.

#### **Te Korowai o Wainuiārua Moemoeā/Vision for Pōkākā Ecosanctuary**

5. A centrepiece of Te Korowai o Wainuiārua aspirations for Treaty settlement was to establish a sustainable inland island ecosanctuary where not only the uri of Te Korowai o Wainuiārua can reconnect with the whenua but where New Zealanders and international manuhiri can visit, learn, explore and celebrate a unique environment.
6. The ecosanctuary vision is to seek to restore the habitat and the biodiverse forest resources that once existed and were valued by previous generations. The vision of Te Korowai o Wainuiārua is that the ecosanctuary will also provide a means of reconnection and return to traditional land management practises for Te Korowai o Wainuiārua.
7. The ecosanctuary vision will not only seek to restore the traditional habitats and bio-diverse forest resources but also support the breeding, reintroduction, and conservation of local taonga fauna and flora species.

#### **The proposed Pōkākā Ecosanctuary**

8. The proposed area for the ecosanctuary is an area within and adjacent to the Erua Conservation Area (to be reclassified as a scenic reserve named Ngātokoerua scenic reserve) referred to as Pōkākā. This area is located between the Manganui a te Ao and Makatote awa, which are two of the most significant rivers for Te Korowai o Wainuiārua and flow from the slopes of Ruapehu, a Te Korowai o Wainuiārua tupuna, down through the Te Korowai o Wainuiārua ancestral rohe.
9. This land and the wider Waimarino region were once almost entirely covered by a diverse forest eco-system that historically provided Te Korowai o Wainuiārua communities and visiting manuhiri with kai, manu and a range of wild foodstuffs. Because of an abundance of kākā seen in ancient times, this area was named Pōkākā long ago by Te Korowai o Wainuiārua tūpuna. The kōrero says that during harvest times the abundance of manu (native birds) in the trees was so dense they blocked the sun

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from shining through to the forest floor. Hence Pōkākā, a darkness caused by the abundance of the kākā.

10. Te Korowai o Wainuiārua have a special traditional, historical, spiritual and cultural relationship with this area. Multiple sites of significance to Te Korowai o Wainuiārua are situated within this area. It is the location of several kāinga, pā, urupā and other wāhi tapu as well as mahinga kai, well-known hunting grounds, walking tracks, lakes, springs, and caves throughout this area. Te Korowai o Wainuiārua believe they have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and engage in the management all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tūpuna.

#### **Future options for establishing Pōkākā Ecosanctuary**

11. It is Te Korowai o Wainuiārua's vision to establish and operate Pōkākā Ecosanctuary (potentially featuring a predator-proof fence and eradication of all mammalian pest species) and various buffer zones on land managed by the Department of Conservation. This ecosanctuary vision will be supported through various mechanisms and instruments obtained by Te Korowai o Wainuiārua through their Treaty settlement with the Crown, such as a Management Agreement, and in the future through seeking concessions and/or other authorisations under the conservation legislation.
12. The Te Korowai o Wainuiārua Governance Entity will seek to obtain external funding to undertake pest management and other activities within this area (as contemplated by a Management Agreement with the Department of Conservation) to support the future vision of the Pōkākā Ecosanctuary.
13. Te Korowai o Wainuiārua hopes to establish facilities associated with the ecosanctuary vision (including public access road, car parking, visitor centre, and/or other buildings or facilities), either on land managed by the Department (subject to first obtaining all necessary approvals and/or concessions) or on private land outside of the core fenced area.
14. While the current aspiration is to erect a predator-proof fence and operate an ecosanctuary, it may be that different approaches and proposals are ultimately pursued to meet the aspiration and outcome of protecting flora and fauna and having greater involvement in conservation.

DOCUMENTS

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9. LETTER OF RECOGNITION FROM MINISTRY FOR PRIMARY INDUSTRIES

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## DOCUMENTS

### 9: LETTER OF RECOGNITION FROM MINISTRY FOR PRIMARY INDUSTRIES

[Date]

[Name]

Chair

Te Korowai o Wainuiārua Trust

PO Box 102

Raetihi 4632

Tēnā koe e Te Rangatira

#### TE KOROWAI O WAINUIĀRUA LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Te Korowai o Wainuiārua Claims Settlement Act 20[XX]. In accordance with the provisions of this legislation, and the Deed of Settlement concluded between the Crown and Te Korowai o Wainuiārua, the Ministry for Primary Industries (**the Ministry**) now extends to you this Letter of Recognition.

First, this letter sets out how the Ministry and Te Korowai o Wainuiārua will work constructively together, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1996 (the Fisheries Act) and the Deed of Settlement signed between the Crown and Te Korowai o Wainuiārua on [date].

Second, this letter sets out how the iwi of Te Korowai o Wainuiārua will be consulted on policy development and work that is led by the Ministry where these activities directly affect the Te Korowai o Wainuiārua area of interest.

#### **Tangata whenua input and participation**

The Fisheries Act provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the aquatic environment. The Fisheries Act also provides that the responsible Minister, the Minister for Oceans and Fisheries, must have particular regard to kaitiakitanga when making decisions on those matters.

#### **Recognition as tangata whenua**

The Ministry recognises the Iwi and hapū of Te Korowai o Wainuiārua as tangata whenua, within your area of interest. The Ministry acknowledges that the Iwi and hapū of Te Korowai o Wainuiārua has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act, within your area of interest.

The Ministry acknowledges that the Iwi and hapū of Te Korowai o Wainuiārua have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act, within your area of interest and that these taonga species will be identified post-settlement.

The Ministry also acknowledges that Te Korowai o Wainuiārua wish to promote and obtain for the people of Te Korowai o Wainuiārua the ability to exercise kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary



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### 9: LETTER OF RECOGNITION FROM MINISTRY FOR PRIMARY INDUSTRIES

guardians of their tribal lands. Te Korowai o Wainuiārua have prepared a statement of their values, aspirations, and objectives for their relationship with the Ministry and the Crown. This is attached as Appendix A.

#### **Appointment as an advisory committee to the Minister for Oceans and Fisheries**

The Minister will appoint the Te Korowai o Wainuiārua as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995. Appointing Te Korowai o Wainuiārua as an advisory committee will require the Minister to consider written advice from the committee when making decisions relating to changes in the management regime for areas of special significance identified by tangata whenua. The areas of special significance will need to be identified by Te Korowai o Wainuiārua and agreed to by the Ministry for Primary Industries prior to the appointment as an advisory committee.

#### **National Fisheries Plans**

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry and Iwi have developed the Iwi Forum Fisheries Plans (FFP) strategy.

A central element of this strategy is the establishment of integrated Iwi Fisheries Forums and the development of FFPs for each Forum. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

#### **Te Korowai o Wainuiārua involvement in Iwi Forum Fisheries Plans and National Fisheries Plans**

The Ministry will ensure that the Governance Entity of Te Korowai o Wainuiārua has an opportunity to contribute to the development of an Iwi Fisheries Plan and inclusion of that Plan in the regional FFP. The Ministry, within the resources available, may assist the Trust in developing these plans. This will ensure that the Trust's fisheries management objectives and priorities are given visibility and appropriate consideration in the review of any relevant FFP.

The Ministry will ensure that Te Korowai o Wainuiārua has an opportunity to participate in, and contribute to, any future engagement process and planning process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, from within the Te Korowai o Wainuiārua area of interest.

#### **Support for implementation of non-commercial customary fisheries regulations**

The Ministry, within the resources available, will also provide Te Korowai o Wainuiārua with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within your area of interest. The Ministry can also discuss, the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations 1998 with the Governance Entity.

#### **Ministry participation in Te Purapura o Taiao, environmental collective**

The Ministry will participate as requested in Te Purapura o Taiao, a multi-agency collective focussed on the enhancement of the quality of the environment. The collective's purpose is to encourage restoration of healthy habitats, ecosystems and New Zealand's native biodiversity in the Area of Interest. The scope and operation of the collective is set out in a separate agreement, Te Purapura o Taiao between the Ministry, the Governance Entity and other relevant central and local government agencies and organisations.

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### 9: LETTER OF RECOGNITION FROM MINISTRY FOR PRIMARY INDUSTRIES

#### Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of the Iwi of Te Korowai o Wainuiārua and may be put in place, within your area of interest, by those Iwi.

The Ministry and Te Korowai o Wainuiārua acknowledge that a traditional rāhui placed by the Iwi over your customary fisheries has no force in law, cannot be enforced by the Ministry and that adherence to any rāhui is a matter of voluntary choice. Te Korowai o Wainuiārua undertakes to inform the Ministry of the placing and the lifting of a rāhui by the Iwi over your customary fisheries, and the reasons for the rāhui.

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes in the area to which the rāhui has been applied (to the extent that such groups exist) of the placing and the lifting of a rāhui by any Iwi of Te Korowai o Wainuiārua over their customary fisheries.

#### Portfolio Advice

Where the Te Korowai o Wainuiārua area of interest is directly affected by the development of policies and operational processes that are led by the Ministry in the area of interest, the Ministry will consult with Te Korowai o Wainuiārua as representatives of Iwi.

The Ministry looks forward to working with Te Korowai o Wainuiārua to provide for the sustainable utilisation of fisheries resources and working with you on the development of fisheries and aquaculture policy and operational matters the Ministry leads that may directly impact upon them in their rohe.

Nāku noa, nā

Director-General  
Ministry for Primary Industries

## Appendix A – Te Korowai o Wainuiārua Values and Aspirations

## 1 Te Korowai o Wainuiārua

- 1.1 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.2 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.

## 2 Vision and Aspirations

- 2.1 Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
- (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
  - (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.
- 2.2 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.

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- 2.3 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.
- 2.4 Te Korowai o Wainuiārua have a particular aspiration to establish and manage the first iwi-led ecosanctuary to be created in New Zealand. Te Korowai o Wainuiārua also wishes to ensure that the flora and fauna (including fisheries) are well managed not only within the eco-sanctuary but within all of their traditional lands and that their rangatiratanga and cultural rights in their fisheries are respect and acknowledged.
- 2.5 This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

### 3 Te Korowai o Wainuiārua Values

- 3.1 Every relationship is sourced in the values we have inherited from our tupuna. These will be expressed by the values:
- (a) **Mana Atua:** the highest value because it is the basis of Wairuatanga.
  - (b) **Mana Tūpuna:** denotes the element of respect for the way we carry forward the legacy of our Tūpuna. This interacts with Mana Tāngata as an inherited value.
  - (c) **Mana Whenua:** (including Mana Moana) denotes rangatiratanga, dignity and authority.
  - (d) **Whakapapa:** the overall value that defines who we are and our links back to the Atua.
  - (e) **Taonga:** the value defining what we treasure – what is precious to us.
  - (f) **Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
  - (g) **Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tūpuna.
  - (h) **Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
  - (i) **Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.
  - (j) **Kaitiakitanga.** Kaitiakitanga requires engagement in governance, management and operations and includes the:
    - (i) right to maintain and control our environment according to our own established practices;
    - (ii) right to interact with our environment in a manner consistent with our tino rangatiratanga;
    - (iii) legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and
    - (iv) support for the purity, potency and integrity of our natural environment.

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#### 4 Te Korowai o Wainuiārua Objectives

- 4.1 A key grievance of Te Korowai o Wainuiārua is the loss and degradation of their taonga: their mountains, lands, pā, wāhi tapu and other places of significance, lakes, wetlands, rivers and coast, through the actions or inaction, of the Crown.
- 4.2 Te Korowai o Wainuiārua initially aspired to the return of all their land that was taken from them. However, the Crown retains little land in their rohe other than land held for conservation purposes, but for the most part this land was not available to them as redress under their Treaty settlement.
- 4.3 Te Korowai o Wainuiārua wish to establish an ongoing and active partnership between Te Korowai o Wainuiārua and the Crown in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoā, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in their rohe reflecting not only the significance of those resources and their restoration and protection to Te Korowai o Wainuiārua, but also the wider public interest in the enjoyment and conservation of those resources.
- 4.4 Te Korowai o Wainuiārua wish to enter into a true Treaty based partnership with the Crown in relation to the management of the land, forest, waterways and resources within Te Korowai o Wainuiārua rohe.
- 4.5 Te Korowai o Wainuiārua expects that this Letter of Recognition will be part of a network of agreements with the Crown which will assist with the reconnection of Te Korowai o Wainuiārua to the management and care of their traditional lands and resources.
- 4.6 Te Korowai o Wainuiārua expects that the relationship with the Ministry will be positive, collaborative and enduring partnership that gives effect to the principles of te Tiriti o Waitangi/the Treaty of Waitangi as recognised by the Fisheries Act 1996 and related fisheries legislation.

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10. LETTER OF COMMITMENT WITH THE MINISTRY OF BUSINESS,  
INNOVATION AND EMPLOYMENT

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### 10: LETTER OF COMMITMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT



**MINISTRY OF BUSINESS,  
INNOVATION & EMPLOYMENT**  
HĪKINA WHAKATUTUKI

File No. [XX]

[date]

Chair  
Te Korowai o Wainuiārua Trust  
ADDRESS

Tēnā koe, e [name].

#### **Letter of Commitment from the Ministry of Business, Innovation and Employment**

E rere atu rā i ngā mihi mahana ki a koutou, e oti ana i ngā kaupapa mō Te Korowai o Wainuiārua.

This is an important milestone for Te Korowai o Wainuiārua, and we look forward to working with you to advance shared interests and opportunities. On this basis, I would like to take this opportunity to introduce the Ministry of Business, Innovation and Employment (MBIE) and discuss how we might develop a positive and enduring relationship with Te Korowai o Wainuiārua.

#### **Introducing MBIE**

MBIE is a government agency. We are responsible for extensive policy and service delivery functions to support economic development in Aotearoa New Zealand, including various legislative and regulatory frameworks (MBIE is responsible for administering more than 100 Acts of Parliament). We also manage the Crown's interests in some economically important natural resources and oversee ownership interests in a number of Crown Entities.

MBIE's purpose is to "grow New Zealand for all". This refers to growing our economy to ensure Aotearoa New Zealand achieves the standard of living and quality of life we aspire to. We seek to grow our economy for New Zealanders now and in the future, with growth that does not compromise our environment or the safety of our workplaces. Some key elements of MBIE's overall work programme are He kai kei aku ringa: the Crown-Māori Economic Growth Partnership, the Provincial Growth Fund and New Zealand's Economic Plan for a Productive, Sustainable and Inclusive Economy. Further information about MBIE is available at [www.mbie.govt.nz](http://www.mbie.govt.nz)

#### **Increasing our Understanding of Te Korowai o Wainuiārua**

We are interested in increasing our understanding of Te Korowai o Wainuiārua. You have provided us with information about your settlement aspirations and values. This is attached as an appendix to this letter.

We understand that Te Korowai o Wainuiārua and the Te Korowai o Wainuiārua Trust wish to build a foundation for the restoration of the social, physical, cultural and economic wellbeing of your people. You have outlined that this includes the social revitalisation of iwi members;

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### 10: LETTER OF COMMITMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

restoration of the health and wellbeing of iwi and hapū; rebuilding the cultural identity of the iwi, hapū and whānau within your rohe; and making their communities safer for their whānau.

We note that a core aspiration of Te Korowai o Wainuiārua is the desire for economic and commercial revitalisation in your rohe (as you have outlined in the appendix, under 'Pou Tangata'). We would be pleased to receive any further statement of your economic development aspirations. We appreciate your aspirations may evolve over time. Please update us about these matters at any time you consider appropriate.

#### **A Positive and Enduring Working Relationship**

We would like to develop a positive and enduring working relationship with Te Korowai o Wainuiārua.

When the Te Korowai o Wainuiārua Trust is ready, MBIE will be available to meet with Te Korowai o Wainuiārua to discuss your economic development aspirations and to identify and discuss our shared interests and opportunities for economic development within your rohe. We would be pleased to provide information about programmes and services administered by MBIE that may support you to achieve your aspirations. We would also be happy to work alongside other government agencies to address economic development aspirations and related issues identified by Te Korowai o Wainuiārua.

MBIE has also agreed to participate in the multi-agency socio-economic collective with Te Korowai o Wainuiārua, Te Puapua o Taiao, which will focus on opportunities for collaborative action to promote the economic and social wellbeing of the people of Te Korowai o Wainuiārua. MBIE is committed to contributing to the work of the collective in line with our areas of responsibility. We will meet with Te Korowai o Wainuiārua Trust at least once in every calendar year as part of the annual collective hui and we are happy to hold a separate annual relationship meeting with the Te Korowai o Wainuiārua Trust as required.

Te Tumu Houkura – the General Manager of Te Kupenga, the Māori Economic Development Unit, will be your key contact person for MBIE. Te Kupenga will be available to facilitate and support engagement for Te Korowai o Wainuiārua with the appropriate groups within MBIE, depending on the nature of your interests. If there are any changes in personnel at MBIE that impact on our relationship with Te Korowai o Wainuiārua, we will be sure to update you so that you always have one consistent point of contact with our Ministry.

#### **Information Sharing**

MBIE recognises that information about various aspects of economic development will be valuable for Te Korowai o Wainuiārua. To this end, the Te Korowai o Wainuiārua Trust is able to request information about economic development issues and opportunities from MBIE. We will use our best endeavours to share relevant information, while recognising that sometimes there may be some limitations (for example, restrictions on sharing of information that arise from legislative or contractual obligations that apply to MBIE).

Yours sincerely,

Carolyn Tremain  
Chief Executive  
Ministry of Business, Innovation and Employment



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### 10: LETTER OF COMMITMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

#### APPENDIX: INFORMATION FROM TE KOROWAI O WAINUIĀRUA ABOUT TREATY SETTLEMENT ASPIRATIONS AND VALUES

Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.

Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.

Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:

- (a) **Pou Tangata:** this aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
- (b) **Pou Wairua:** this aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
- (c) **Pou Whenua:** this aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.

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Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by this settlement.

This vision and these aspirations will be reviewed and potentially amended by Te Korowai o Wainuiārua Trust, the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

#### Te Korowai o Wainuiārua Statement of Values

Every relationship is sourced in the values Te Korowai o Wainuiārua people have inherited from our tupuna. These will be expressed by the values:

- Mana Atua:** the highest value because it is the basis of Wairuatanga.
- Mana Tīpuna:** denotes the element of respect for the way they carry forward the legacy of their Tīpuna. This interacts with Mana Tāngata as an inherited value.
- Mana Whenua:** denotes rangatiratanga, dignity and authority.  
(including Mana Moana)
- Whakapapa:** the overall value that defines who Te Korowai o Wainuiārua are and their links back to the Atua.
- Taonga:** the value defining what Te Korowai o Wainuiārua treasure – what is precious to the people.
- Rawa:** the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
- Tikanga:** depicted here as the element of principles and the ethics that are in accord with the way Te Korowai o Wainuiārua apply the legacy of their Tīpuna.
- Kaupapa:** seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what Te Korowai o Wainuiārua are and what they seek to achieve.
- Rautaki:** is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of purpose.

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**Kaitiakitanga:** Kaitiakitanga requires engagement in governance, management and operations and includes the:

- right to maintain and control our environment according to established practices;
- right to interact with our environment in a manner consistent with Te Korowai o Wainuiārua tino rangatiratanga;
- legitimate opportunity to practise, exercise and extend Te Korowai o Wainuiārua environmental traditions, cultural values and beliefs; and
- support for the purity, potency and integrity of the Te Korowai o Wainuiārua natural environment.

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11. NATIONAL EMERGENCY MANAGEMENT AGENCY LETTER OF  
INTRODUCTION

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### 11: NATIONAL EMERGENCY MANAGEMENT AGENCY LETTER OF INTRODUCTION



Level 3, Justice Centre  
19 Aitken Street  
SX10111  
Wellington 6011

<Date>

Dave Gawn  
Chief Executive  
National Emergency Management Agency  
Level 6, TSB House  
147 Lambton Quay| PO Box 5010  
Wellington 6045

Tēnā koe

#### **Te Korowai o Wainuiārua – Letter of introduction**

On [date] the Crown signed a Deed of Settlement with Te Korowai o Wainuiārua to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. Tamahaki, Uenuku and Tamakana are the three-distinct iwi in central Whanganui, collectively known as Te Korowai o Wainuiārua. Please find a summary of the Te Korowai o Wainuiārua Deed of Settlement attached as **Appendix One** for your information.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. Strengthening the relationship between Te Korowai o Wainuiārua and the Crown, Crown entities and local authorities is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Te Korowai o Wainuiārua and Te Korowai o Wainuiārua Trust and is one of the guiding principles around which the settlement has been designed.

Te Korowai o Wainuiārua has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of central and local government agencies to foster co-operation based on shared goals.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Te Korowai o Wainuiārua and relevant entities and authorities in their core area of interest which covers over 613,000 hectares and includes the key towns and communities of National Park, Raetihi, Ohakune, Owango, Pipiriki, and interests in the Whanganui River, particularly the upper reaches. A map of the Te Korowai o Wainuiārua rohe or area of interest is attached for your information as **Appendix Two**.

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### 11: NATIONAL EMERGENCY MANAGEMENT AGENCY LETTER OF INTRODUCTION

Because the ancestral lands of Te Korowai o Wainuiārua encompass Ruapehu and other lands which are challenging, and as Te Korowai o Wainuiārua recognises the future risks from climate change, Te Korowai o Wainuiārua are aware of the potential risks and emergencies which can arise within their rohe from natural disasters. They wish to support the growth of greater resilience within their people and local communities to deal with and respond to emergencies.

Accordingly, I am writing to introduce your organisation, namely the National Emergency Management Agency (NEMA) to the governance entity of Te Korowai o Wainuiārua. This letter outlines the nature of Te Korowai o Wainuiārua interests in the work that your entity undertakes and to suggest that your entity contacts Te Korowai o Wainuiārua to foster a co-operative relationship. Te Korowai o Wainuiārua are seeking to confirm areas of mutual interest which includes how best to enable Māori participation within the Emergency Management System and contributing to NEMAs overall approach to building a more resilient Aotearoa in response to national disasters.

I attach as **Appendix Three**, a background statement prepared by Te Korowai o Wainuiārua which further describes who the people of Te Korowai o Wainuiārua are, their values, vision and aspirations.

Acknowledging that you may already be in contact, as a first step, I ask that you contact Te Korowai o Wainuiārua through the Te Korowai o Wainuiārua Trust to explore the best ways in which to engage in the future and initiate discussions about matters of mutual interest. This will support a healthy and durable relationship between the two parties going forward.

The Kaiwhakahaere (Chair) of Te Korowai o Wainuiārua Trust is [insert name] who may be reached at [insert email address]. The postal address for the Te Korowai o Wainuiārua Trust is:

28 Queen Street  
RAETIHI 4632

If you have any further questions, please contact the Te Arawhiti - Office for Māori Crown Relations, at [tearawhiti.govt.nz](http://tearawhiti.govt.nz) or on 04 494 9800.

Nāku noa, nā

Lil Anderson  
**Tumu Whakarae – Chief Executive**  
**Te Arawhiti – The Office for Māori Crown Relations**

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**11: NATIONAL EMERGENCY MANAGEMENT AGENCY LETTER OF INTRODUCTION**

**APPENDIX ONE: TE KOROWAI O WAINUIĀRUA SUMMARY DEED OF SETTLEMENT**

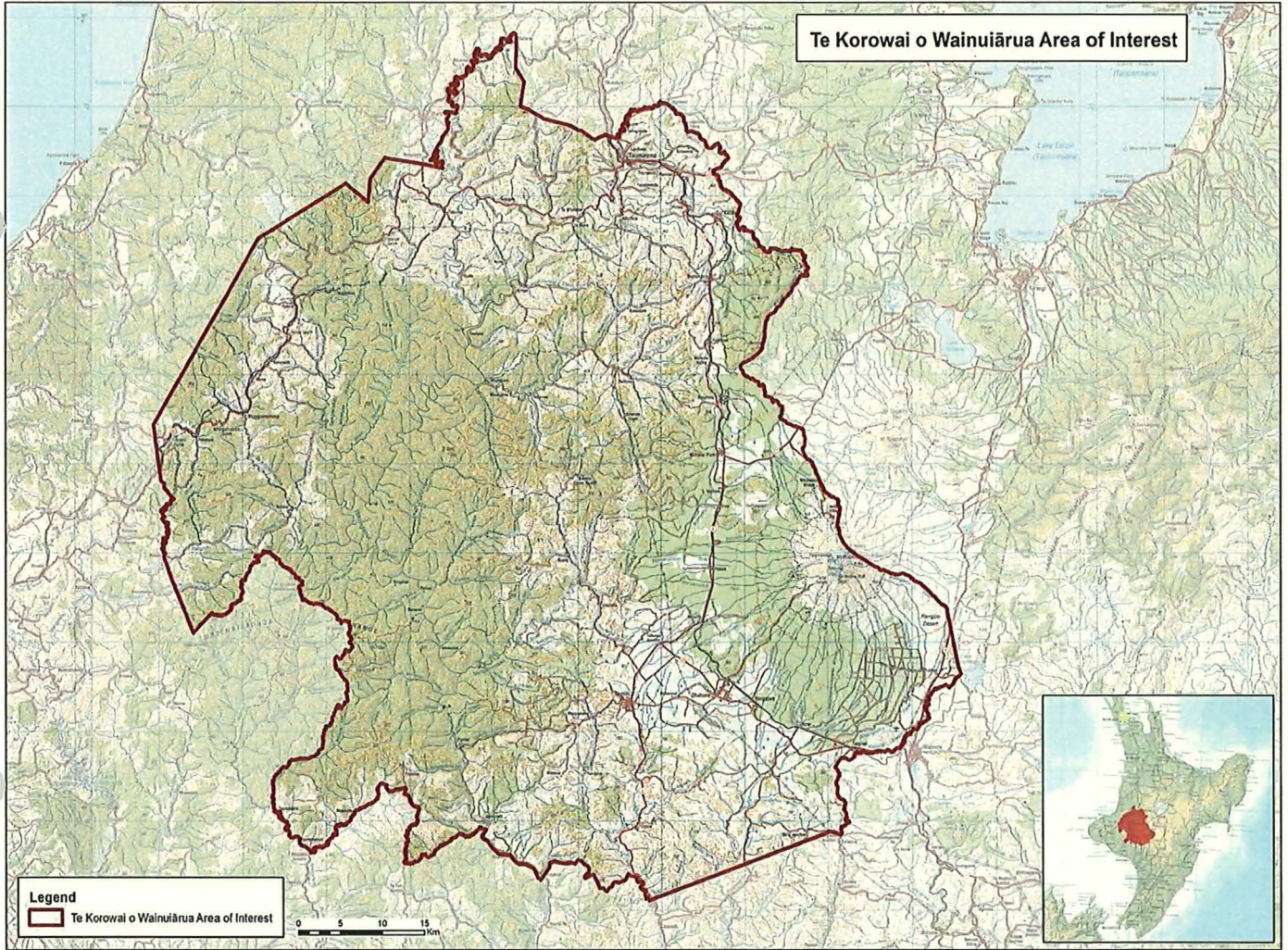
*TO BE INSERTED*



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11: NATIONAL EMERGENCY MANAGEMENT AGENCY LETTER OF INTRODUCTION

APPENDIX TWO: TE KOROWAI O WAINUIĀRUA AREA OF INTEREST





## APPENDIX THREE: ANĒI A TE KOROWAI O WAINUIĀRUA

## 1 Te Korowai o Wainuiārua

- 1.1 Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.2 Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.

## 2 Vision and Aspirations

- 2.1 Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
- (a) **Pou Tangata:** This aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** This aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero;
  - (c) **Pou Whenua:** This aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.
- 2.2 These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.

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### 11: NATIONAL EMERGENCY MANAGEMENT AGENCY LETTER OF INTRODUCTION

- 2.3 Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.
- 2.4 This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

### 3 Te Korowai o Wainuiārua Values

- 3.1 Every relationship is sourced in the values we have inherited from our tupuna. These will be expressed by the following values:

<b>Mana Atua:</b>	the highest value because it is the basis of Wairuatanga.
<b>Mana Tīpuna:</b>	denotes the element of respect for the way we carry forward the legacy of our Tīpuna. This interacts with Mana Tāngata as an inherited value.
<b>Mana Whenua:</b>	(including Mana Moana) denotes rangatiratanga, dignity and authority.
<b>Whakapapa:</b>	the overall value that defines who we are and our links back to the Atua.
<b>Taonga:</b>	the value defining what we treasure – what is precious to us.
<b>Rawa:</b>	the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
<b>Tikanga:</b>	depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tīpuna.
<b>Kaupapa:</b>	seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
<b>Rautaki:</b>	is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.
<b>Kaitiakitanga:</b>	Kaitiakitanga requires engagement in governance, management and operations and includes the: <ul style="list-style-type: none"> <li>i. right to maintain and control our environment according to our own established practices;</li> <li>ii. right to interact with our environment in a manner consistent with our tino rangatiratanga;</li> <li>iii. legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and</li> <li>iv. support for the purity, potency and integrity of our natural environment.</li> </ul>

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12. NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION

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### 12: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION



Level 3, Justice Centre  
19 Aitken Street  
SX10111  
Wellington 6011

<Date>

Honiana Love  
Chief Executive - Tumu Whakarae  
Ngā Taonga Sound & Vision  
70 Molesworth St  
Thorndon  
Wellington 6011

Tēnā koe Honiana

#### **Te Korowai o Wainuiārua Treaty Settlement – Letter of introduction**

On [date] the Crown signed a Deed of Settlement with Te Korowai o Wainuiārua to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. In a practical sense reciprocity means the strengthening of relationships between the Crown and Māori. I consider it is important to establish effective and durable relationships with Te Korowai o Wainuiārua. This is an issue of great importance for Te Korowai o Wainuiārua and the Crown and for the maintenance of a durable Treaty relationship. In addition, it is a constructive initiative.

Iwi are increasingly using individual Treaty negotiations to set up post-settlement relationships with various entities to secure mechanisms which address social, economic and cultural issues with a view to improving outcomes for the members. As a result, the Crown is currently looking at ways to ensure iwi have clarity about how the relationship with the Crown will be managed post-settlement. This work may establish general policy outside, but parallel to the settlement process, which will assist the Crown to explore iwi aspirations.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Te Korowai o Wainuiārua and relevant entities in their core area of interest. A map of the Te Korowai o Wainuiārua rohe or area of interest is attached for your information as **Appendix One**.

Handwritten signatures and initials in black ink, including a large signature and the initials 'RBY'.

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### 12: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION

Accordingly, I am writing to introduce you to Te Korowai o Wainuiārua Trust as the governance entity of Te Korowai o Wainuiārua, to outline the nature of Te Korowai o Wainuiārua interests in the work that your entity undertakes and to suggest that your entity contacts Te Korowai o Wainuiārua to foster a co-operative relationship and to confirm areas of mutual interest.

Tamahaki, Uenuku and Tamakana are the three-distinct iwi in central Whanganui, collectively known as Te Korowai o Wainuiārua. Their area of interest covers over 613,000 hectares, and includes the key towns of National Park, Ohakune, Owango, Raetihi, and Pipiriki, and includes interests in the Whanganui River, particularly the upper reaches.

I attach as **Appendix Two**, a background statement prepared by Te Korowai o Wainuiārua which describes who the people of Te Korowai o Wainuiārua are, their values, vision and aspirations.

As a first step, I would appreciate it if you would contact Te Korowai o Wainuiārua through Te Korowai o Wainuiārua Trust to explore the best ways in which to engage in the future areas of mutual interest. The aim is to establish a healthy relationship between the two parties in light of Te Korowai o Wainuiārua social, cultural and economic aspirations.


Contact details are:

Te Korowai o Wainuiārua Trust  
28 Queen Street  
RAETIHI 4632


If you have any further questions, please contact the Te Arawhiti - Office for Māori Crown Relations, at [tearawhiti.govt.nz](http://tearawhiti.govt.nz) or on 04 494 9800.

Nāku noa, nā

Lil Anderson  
**Tumu Whakarae – Chief Executive**  
**Te Arawhiti – The Office for Māori Crown Relations**



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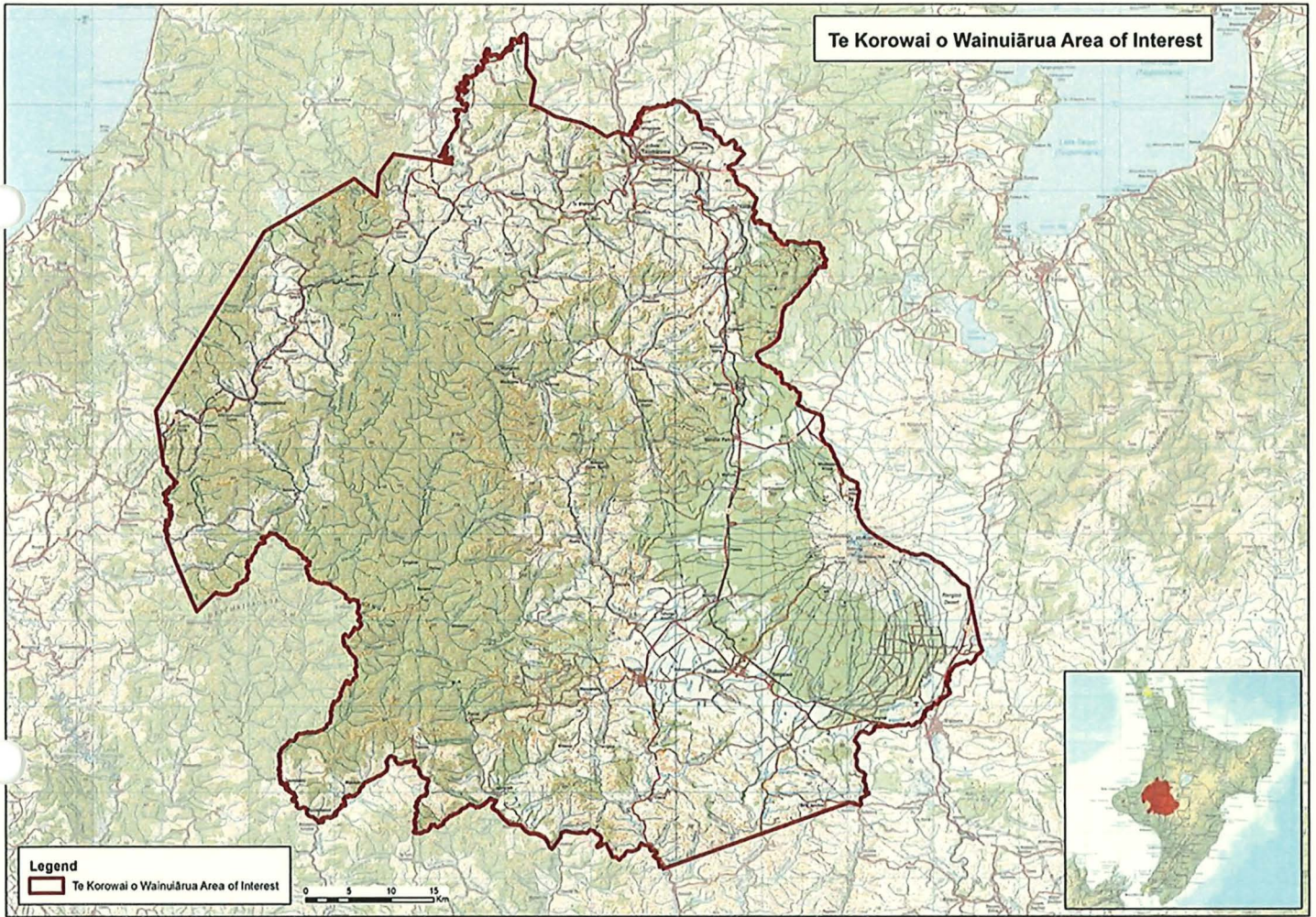




DOCUMENTS

12: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION

APPENDIX ONE: TE KOROWAI O WAINUIĀRUA AREA OF INTEREST



**Appendix Two: Anēi a Te Korowai o Wainuiārua**

**Te Korowai o Wainuiārua**

1. Te Korowai o Wainuiārua represents the descendants of three tūpuna – Uenuku, Tamakana, and Tamahaki – whose ancestral lands encompass Ruapehu and the middle and upper reaches of the Whanganui River in the central North Island. The area, in pre-European times, was at the heart of a vital north-south and east-west access route and featured dense populations and complex iwi and hapū connections. This meant that Uenuku, Tamakana, and Tamahaki were of critical importance in the forging of social, political and economic relationships. Te Korowai o Wainuiārua consider that this position was greatly altered by the Crown's breaches of te Tiriti o Waitangi/the Treaty of Waitangi.
2. Uenuku, Tamakana, and Tamahaki have found it difficult to maintain a distinct identity and to ensure that their identity and mana is acknowledged by other parties, including the Crown. Te Korowai o Wainuiārua sought re-instatement of recognition from the Crown and other parties of the Uenuku, Tamakana, and Tamahaki rangatiratanga within their rohe.

**Vision and Aspirations**

3. Three pou form the basis of and represent the vision, principles, and aspirations of the people of Uenuku, Tamakana and Tamahaki for the settlement of Te Korowai o Wainuiārua claims against the Crown for its breaches of te Tiriti o Waitangi/the Treaty of Waitangi:
  - (a) **Pou Tangata:** This aspirational pou reflects the desire to achieve economic and commercial revitalisation in the Te Korowai o Wainuiārua rohe. The broad aspiration is to re-establish the economic viability of land and resources, sustain commercial development of these resources and ensure strong industry relationships for economic growth.
  - (b) **Pou Wairua:** This aspirational pou focuses on the desire to achieve social and cultural development for the people of Te Korowai o Wainuiārua. This development will be based on reconciliation between the Crown and Te Korowai o Wainuiārua, and the Crown's acknowledgement of its breaches of te Tiriti o Waitangi/the Treaty of Waitangi. Te Korowai o Wainuiārua aspire to secure the social and cultural wellbeing of their people, and the revitalisation of identity, language, culture, tikanga and kōrero.
  - (c) **Pou Whenua:** This aspirational pou reflects the role of Uenuku, Tamakana, and Tamahaki as kaitiaki and the importance of environmental protection and conservation of their ancestral lands. Te Korowai o Wainuiārua aspire for this settlement to support the exercise of kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna and the recognition of Uenuku, Tamakana and Tamahaki as customary guardians of their tribal lands.

## DOCUMENTS

### 12: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION

4. These pou represent the aspirations of the people of Uenuku, Tamakana and Tamahaki in relation to their Treaty settlement and are interdependent. The role of Te Korowai o Wainuiārua people as kaitiaki cannot be fulfilled without ensuring that the social and cultural wellbeing of the people is safe and secure. In turn, social and cultural wellbeing is interconnected with the tribes' economic and commercial resources, which provide support and sustenance to Te Korowai o Wainuiārua whānau, hapū and iwi.
5. Each of the three aspirational pou will be strategically implemented according to the vision, values and principles of Te Korowai o Wainuiārua people, assisted by the redress provided by their Treaty settlement.
6. This vision and these aspirations will be reviewed and potentially amended by the Governance Entity after settlement and specific aspirations may be adopted which are in accordance with the strategic and business planning adopted by the Governance Entity following settlement.

#### Te Korowai o Wainuiārua Values

7. Every relationship is sourced in the values we have inherited from our tupuna. These will be expressed by the following values:

<b>Mana Atua:</b>	the highest value because it is the basis of Wairuatanga.
<b>Mana Tīpuna:</b>	denotes the element of respect for the way we carry forward the legacy of our Tīpuna. This interacts with Mana Tāngata as an inherited value.
<b>Mana Whenua:</b>	(including Mana Moana) denotes rangatiratanga, dignity and authority.
<b>Whakapapa:</b>	the overall value that defines who we are and our links back to the Atua.
<b>Taonga:</b>	the value defining what we treasure – what is precious to us.
<b>Rawa:</b>	the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
<b>Tikanga:</b>	depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tīpuna.
<b>Kaupapa:</b>	seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
<b>Rautaki:</b>	is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.



## DOCUMENTS

### 12: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION

<b>Kaitiakitanga:</b>	Kaitiakitanga requires engagement in governance, management and operations and includes the: <ul style="list-style-type: none"><li>i. right to maintain and control our environment according to our own established practices;</li><li>ii. right to interact with our environment in a manner consistent with our tino rangatiratanga;</li><li>iii. legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and</li><li>iv. support for the purity, potency and integrity of our natural environment.</li></ul>
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**DOCUMENTS**

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**13. ENCUMBRANCES**

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**DOCUMENTS**  
**13: ENCUMBRANCES**

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**13.1. RAMANUI PROPERTY EASEMENT**

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DOCUMENTS

13.1: RAMANUI PROPERTY EASEMENT

Easement instrument to grant easement  
Section 109 Land Transfer Act 2017

Land registration district TARANAKI	[BARCODE]
--	-----------

Grantor  
[the Trustees of PSGE Trust] *[insert names of trustees]*

Grantee  
His Majesty the King in Right of New Zealand acting by and through the Minister of Conservation

Grant of Easement  
The Grantor being the registered owner of the burdened land set out in Schedule A, grants to the Grantee in gross and in perpetuity the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

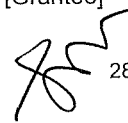

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Attestation See Annexure Schedule	Signed in my presence by the Grantor
	_____ <i>Signature of witness</i>
	Witness name
	Occupation
	Address

Signed for and on behalf of HIS MAJESTY THE KING as Grantee by [Operations manager] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and section 41 of the State Sector Act 1988  _____ Signature of Grantee	Signed in my presence by the Grantee
	_____ <i>Signature of witness</i>
	Witness name
	Occupation
	Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

\_\_\_\_\_  
Certified by [Practitioner for Grantee] or [Grantee]

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**DOCUMENTS**

**13.1: RAMANUI PROPERTY EASEMENT**

**Schedule A**

*(Continue in additional Annexure Schedule, if required)*

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in Gross
Right of way	[Area [ ] SO [ ] As shown marked with a red pecked line on deed plan OMCR-007-37 (the easement area will be 5 metres wide, subject to survey)]  <b>The Easement Area</b>	[Section [ ] on SO [ ] (formerly Parts Subdivision 2 Section 1 Block II Omara Survey District. Subject to survey)]	In gross

**Easements rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers hereby **varied, negatived** or **added** to by the provisions set out in Annexure Schedule 1.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

13.1: RAMANUI PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated [ ]

Page 1 of 5 Pages

Continue in additional Annexure Schedule, if required.

**1 OPERATIVE CLAUSE**

1.1 Pursuant to clause [X] of the Te Korowai o Wainuiārua Claims Settlement Act [20XX], the Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

**2 RIGHT OF WAY**

2.1 The Grantor hereby grants to the Grantee a right of way over those Parts of the Burdened Land identified as the Easement Area, together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

2.2 The Grantee and the Grantor have (in common with one another) the right to go, pass, and re-pass over and along the Easement Area.

2.3 The right of way includes the right for the public as the Grantee's invitees to go over and along the Easement Area on foot and the right for the Grantee its employees or contractors to proceed along the Easement Area by foot or by vehicle or any other means of transport and with all necessary tools, vehicles, equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or to undertake conservation activities within adjoining areas administered by the Grantee.

2.4 The right of way includes:

2.4.1 the right to repair and maintain the existing access track on the Easement Area and (if necessary for those purposes) to alter the state of the land over which this right of way easement is granted;

2.4.2 the right to have the Easement Area kept clear at all times of obstructions, deposits of materials, or unreasonable impediment to the use and enjoyment of the Easement Area;

2.4.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor's use and management of the Burdened Land; and

2.4.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor's consent, which must not be unreasonably withheld, on the Burdened Land.

2.5 Apart from as provided for in clause 2.3, no dogs or other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.

2.6 No firearm or other weapon may be discharged on the Easement Area without the consent of the Grantor.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

13.1: RAMANUI PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

[Empty box for date]

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Continue in additional Annexure Schedule, if required.

**3 GENERAL RIGHTS**

- 3.1 The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights under this Easement Instrument or of any other party or interfere with the efficient operation of the Easement Area.
- 3.2 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Burdened Land at the request of the Grantee.
- 3.3 The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.
- 3.4 The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.
- 3.5 The Grantee must immediately make good any damage done to the Burdened Land by restoring the surface of the land as nearly as possible to its former condition.
- 3.6 The Grantee must ensure that all work is performed in a proper and workmanlike manner and is completed promptly.
- 3.7 The Grantee must compensate the Grantor for all damage caused by the work to any buildings, erections, or fences on the Burdened Land.

**4 GRANTOR'S RIGHTS**

- 4.1 The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Burdened Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage over the Easement Area, and provided that the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

**5 RIGHTS OF ENTRY**

- 5.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld but may be given subject to any reasonable conditions:
  - 5.1.1 enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
  - 5.1.2 remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and
  - 5.1.3 leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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DOCUMENTS

13.1: RAMANUI PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

[Empty box for date]

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Continue in additional Annexure Schedule, if required.

**6 DEFAULT**

6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement Instrument:

6.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation; and

6.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:

(a) meet the obligation; and

(b) for that purpose, enter the Burdened Land; and

6.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and

6.1.4 the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

**7 DISPUTES**

7.1 If a dispute in relation to this easement arises between the Grantor and Grantee:

7.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party; and

7.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

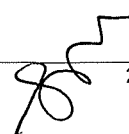
7.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):

(a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and

(b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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DOCUMENTS

13.1: RAMANUI PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

[Empty box for date]

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Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by the following trustees of Te Korowai o  
Wainuiārua Trust as Grantor:

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

In the presence of:

\_\_\_\_\_  
Name:

Occupation:

Address:

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

13.1: RAMANUI PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

Page 5 of 5 Pages

Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

Te Korowai o Wainuiārua Trust

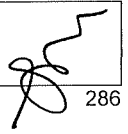
[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

13.1: RAMANUI PROPERTY EASEMENT

Annexure Schedule 2

Insert type of instrument

Easement Instrument

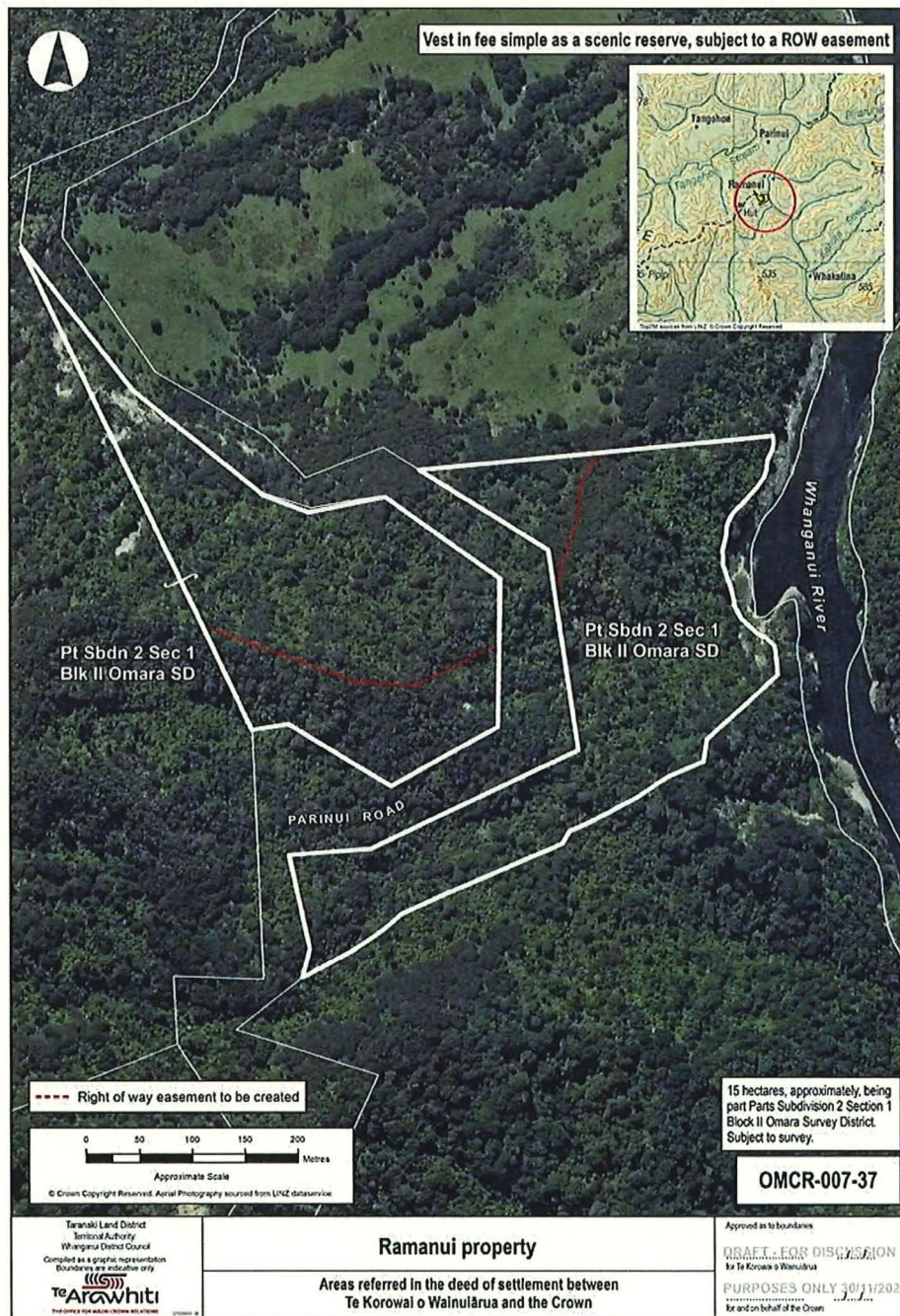
Dated

Page 1 of 1 Pages

Continue in additional Annexure Schedule, if required.

Easement Area (Subject to survey)

[THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]



All signing parties and either their witnesses or solicitors must either sign or initial in this box.

*[Handwritten signatures]*

**DOCUMENTS**

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**13.2: PART MAKATOTE SCENIC RESERVE SITE A EASEMENT**

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**13.2. PART MAKATOTE SCENIC RESERVE SITE A EASEMENT**

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DOCUMENTS

13.2: PART MAKATOTE SCENIC RESERVE SITE A EASEMENT

Easement instrument to grant easement or *profit à prendre*  
Section 109 Land Transfer Act 2017

Land Registration District

WELLINGTON

[BARCODE]

Grantor

[the Trustees of PSGE Trust] *[insert names of trustees]*

Grantee

HIS MAJESTY THE KING ACTING BY AND THROUGH NEW ZEALAND RAILWAYS CORPORATION

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

Attestation

See Annexure Schedule

Signed in my presence by the Grantor

Signature of witness

Witness name

Occupation

Address

Signed for and on behalf of **HIS MAJESTY THE KING** as Grantee by

[Insert name and delegated authority of signatory]

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

**DOCUMENTS**

**13.2: PART MAKATOTE SCENIC RESERVE SITE A EASEMENT**

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of Way	[Area [ ] on Deposited Plan [ ]  (Means the area shown marked 'A' on the attached plan A2212349-SC01 R1 subject to final survey)]	[Lot [ ] on Deposited Plan [ ] (formerly Part Section 27 Block VIII Manganui Survey District. Subject to survey.)]	In gross

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby [~~varied~~] [~~negatived~~] [~~added to~~] or [~~substituted~~] by:

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]

[the provisions set out in Annexure Schedule 1 ]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

13.2: PART MAKATOTE SCENIC RESERVE SITE A EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement Instrument

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*Continue in additional Annexure Schedule, if required.*

**INTRODUCTION**

- A. NZRC is a statutory corporation established under the NZRC Act to administer all land vested in the Crown for railway purposes.
- B. By the Core Lease, the Crown and NZRC has granted KiwiRail Limited a lease of New Zealand's railway estate, including the North Island Main Trunk line adjoining the Burdened Land.
- C. The Grantor owns the Burdened Land which is on the boundary of the rail corridor.
- D. The Grantee has requested the Grantor grant certain rights to the Grantee in respect of the Burdened Land as set out herein.
- E. The Grantor and the Grantee agree to be bound by the provisions of this Easement Instrument.

**1 INTERPRETATION**

1.1 In this Easement Instrument unless the context otherwise requires:

"**Adjoining Land**" means any land adjoining the Burdened Land which is owned, leased or otherwise occupied by the Grantee;

"**Easement Area**" means those parts of the Burdened Land shown marked [ ] on Deposited Plan [ ];

"**Grantee**" means the person having the benefit of this Easement Instrument from time to time and includes its successors, executors, administrators and permitted assigns, and (where not repugnant to the context) the agents, employees, contractors, tenants, licensees and other invitees of the Grantee including for the avoidance of doubt, agents, employees, contractors, tenants, licensees and other invitees of KiwiRail Holdings Limited and KiwiRail Limited;

"**Grantor**" means the registered proprietor of the Burdened Land from time to time and includes its successors, executors, administrators and assigns, and (where not repugnant to the context) the agents, employees, contractors, tenants, licensees and other invitees of the Grantor;

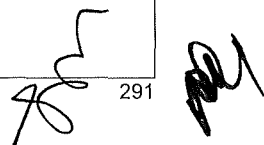
"**NZRC**" means New Zealand Railways Corporation; and

"**NZRC Act**" means the New Zealand Railways Corporation Act 1981.

1.2 In the interpretation of this Easement Instrument:

- (a) words importing the singular or plural number shall be deemed to include the plural and singular number respectively;
- (b) words importing any gender shall include every gender and the word "person" shall include a corporation and vice versa;

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

13.2: PART MAKATOTE SCENIC RESERVE SITE A EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement Instrument

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Continue in additional Annexure Schedule, if required

(c) the headings appearing are asserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the clauses of this Easement Instrument nor in any way affect this Easement Instrument; and

(d) references to any party include that party's executors, administrators, and assigns, or being a company, its successors and assigns.

**2 GRANT OF EASEMENT**

2.1 The Grantor grants to the Grantee, the right, in common with the Grantor, at all times to go, pass and re-pass with or without vehicles, tools, machinery and equipment from time to time, over and along the Easement Area for the purposes of access to and egress from the Adjoining Land.

**3 GRANTEE'S RIGHTS**

3.1 The Grantee may:

(a) remain on the Burdened Land for a reasonable time for the purposes of completing any works to the Adjoining Land;

(b) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing any works;

(c) leave any vehicle or equipment on the Burdened Land for a reasonable time for the purposes of completing any works; and

(d) generally do and perform such acts and things in or upon the Easement Area as may be necessary or proper for or in relation to any of the purposes of this Easement Instrument.

**4 MAINTENANCE**

4.1 The Grantor shall be responsible, at its sole cost, for the repair and maintenance of the Easement Area, so as to keep the facility in good order and repair and to prevent it from becoming a danger or nuisance provided that the Grantee shall contribute toward the cost of repairing any damage caused to the Easement Area by any deliberate or negligent act or omission of the Grantee, to the extent that such damage is attributable to that act or omission.

**5 GENERAL PROVISIONS**

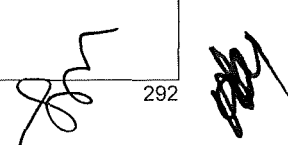
5.1 The following provisions are applicable to the easements granted by this Easement Instrument:

(a) all rights and powers set out in Schedule 5 to the Land Transfer Regulations 2018 shall be implied herein except so far as the same are hereby varied;

(b) where there is a conflict between the provisions of the Schedule 5 of the Land Transfer Regulations 2018 and the provisions of this Easement Instrument, the provisions of this Easement Instrument shall prevail;

(c) the grant shall be for all time;

All signing parties and either their witnesses or solicitors must either sign or initial in this box.





DOCUMENTS

13.2: PART MAKATOTE SCENIC RESERVE SITE A EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement Instrument

Dated

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Pages

*Continue in additional Annexure Schedule, if required.*

(d) no power is implied for the Grantor to determine this Easement Instrument for breach of any provision of this Easement Instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement shall subsist until surrendered in writing;

(e) the Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to this Easement Instrument; and

(f) the rights and obligations of both parties contained in this instrument will be at all times subject to the provisions of the Railways Act 2005 and the NZRC Act 1981 (and any successor or substituted legislation).

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

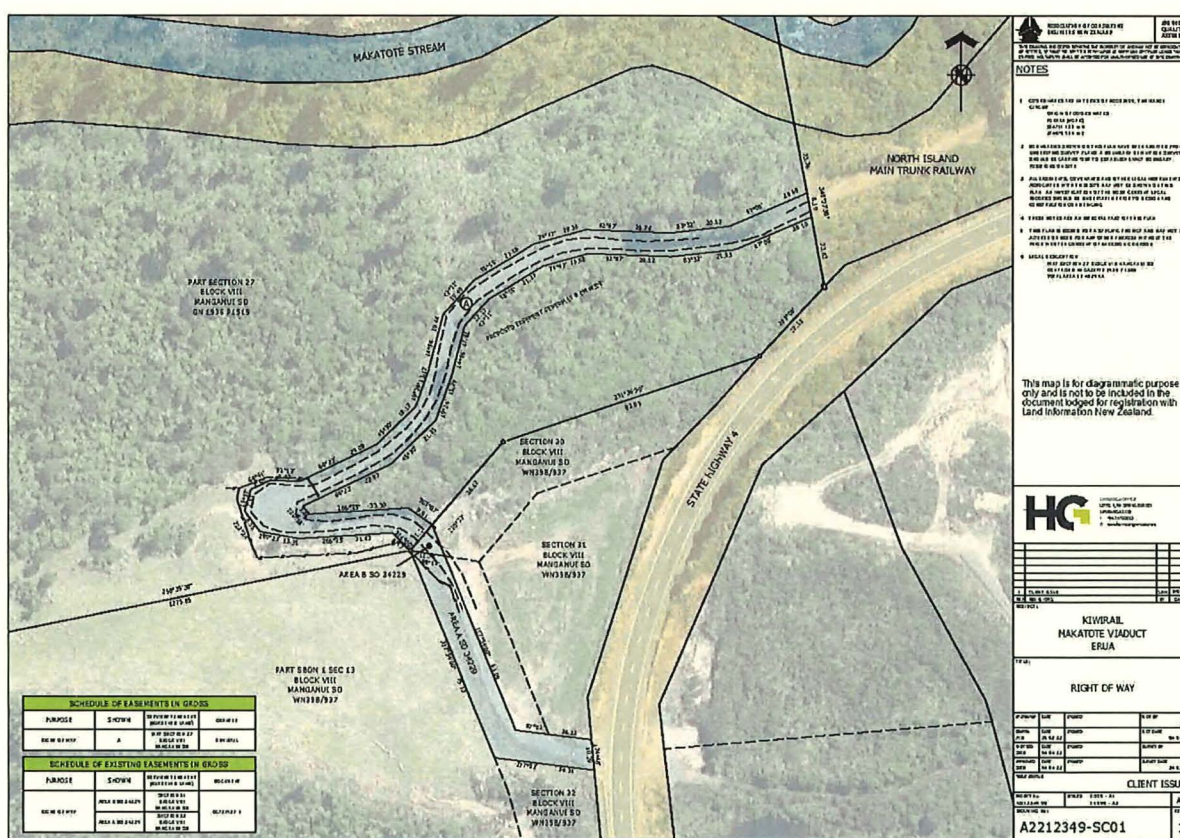
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DOCUMENTS

13.2: PART MAKATOTE SCENIC RESERVE SITE A EASEMENT

[AERIAL PLAN: THIS MAP IS FOR DIAGRAMATIC PURPOSES ONLY AND IS NOT TO BE INCLUDED IN THE DOCUMENT LODGED FOR REGISTRATION WITH LAND INFORMATION NEW ZEALAND]



All signing parties and either their witnesses or solicitors must either sign or initial in this box.

*[Handwritten signatures and initials]*

**DOCUMENTS**

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**13.3: RAETIHI ROAD AND BRIDGE PROPERTY EASEMENT**

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**13.3. RAETIHI ROAD AND BRIDGE PROPERTY EASEMENT**

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DOCUMENTS

13.3: RAETIHI ROAD AND BRIDGE PROPERTY EASEMENT

Easement instrument to grant easement or *profit à prendre*

Section 109 Land Transfer Act 2017

Land Registration District

WELLINGTON

[BARCODE]

Grantor

[the Trustees of PSGE Trust] [insert names of trustees]

Grantee

RUAPEHU DISTRICT COUNCIL

Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

Attestation

See Annexure Schedule

Signed in my presence by the Grantor

Signature of witness

Witness name

Occupation

Address

Signed for and on behalf of **RUAPEHU DISTRICT COUNCIL** as Grantee by

[Insert name and delegated authority of signatory]

Signature of Grantee

Signed in my presence by the Grantee

Signature of witness

Witness name

Occupation

Address

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason in fact or in law why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

**DOCUMENTS**

**13.3: RAETIHI ROAD AND BRIDGE PROPERTY EASEMENT**

**Schedule A**

*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage	[Area [ ] on SO[ ] (as shown marked with a red pecked line on deed plan OMCR-007-36. The easement will be 4m wide subject to survey)]	[Section [ ] SO[ ] (formerly Part Section 25 Block VI Makotuku Survey District. Subject to survey)]	In gross

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

*Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required*

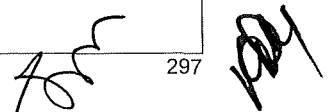
Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]~~

~~[the provisions set out in Annexure Schedule 1]~~

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

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14. LEASES

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**DOCUMENTS**

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**14.1: MINISTRY OF EDUCATION LEASE**

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**14.1. MINISTRY OF EDUCATION LEASE**

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DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

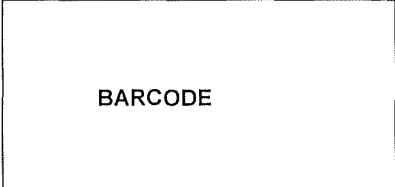
Draft as at September 2020

MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)



Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
[ ]	[ ]	[ ]

Lessor

[ ]

Lessee

**HIS MAJESTY THE KING** for education purposes

(i) Estate or Interest *Insert "fee simple"; "leasehold in lease number " etc.*

Fee simple

Lease Memorandum Number *(if applicable)*

Not applicable

Term

See Annexure Schedule

(ii) Rental

See Annexure Schedule

(iii) Lease and Terms of Lease

*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected record of title(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)



DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Attestation

Signature of the Lessor	Signed in my presence by the Lessor
_____ [            ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [            ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [            ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [            ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:
_____ [            ]	_____ <i>Signature of witness</i>  <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name:  Occupation:  Address:

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

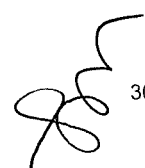

<p>_____</p> <p>[            ]</p> <p>_____</p> <p>[            ]</p> <p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p><b>Signature of the Lessee</b></p> <p>_____</p> <p>Signed for and on behalf of <b><u>HIS MAJESTY THE KING</u></b> as Lessee by [            ] (acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p><b>Signed in my presence by the Lessee</b></p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 2017

\_\_\_\_\_

Solicitor for the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

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DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 1 of 19 Pages

*Insert instrument type*

Lease Instrument

**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between Te Korowai o Wainuārua and the Crown, under which the parties agreed to transfer the Land to **[insert name of post-settlement governance entity]** and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**SCHEDULE A**

**ITEM 1 THE LAND**

**[insert full legal description - note that improvements are excluded].**

**ITEM 2 START DATE**

**[insert start date].**

**ITEM 3 ANNUAL RENT**

**[\$insert agreed rent]** plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 2 of 19 Pages

*Insert instrument type*

Lease Instrument

- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each with the first renewal date being the 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: ***[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].***

[ ]

The above information is taken from the Lessee's records as at [ ].  
A site inspection was not undertaken to compile this information.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

*[Handwritten signatures]*

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 3 of 19 Pages

*Insert instrument type*

Lease Instrument

ITEM 10 CLAUSE 16.5 NOTICE

To: *[Post-Settlement Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")*

From: *[Name of Mortgagee/Chargeholder] ("the Lender")*

*The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:*

- (i) It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 4 of 19 Pages

*Insert instrument type*

Lease Instrument

ITEM 11 CLAUSE 16.6 NOTICE

To: [Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")

From [Name of Mortgagee/Chargeholder] ("the Lender")

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and
- (ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

Handwritten signatures and initials, including the number 306.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 5 of 19 Pages

*Insert instrument type*

Lease Instrument

**SCHEDULE B**

**1 Definitions**

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) any day which is or becomes a public holiday under the Public Holidays Act 2003; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the province of Wellington..

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 6 of 19 Pages

*Insert instrument type*

Lease Instrument

- (d) a company or body that is wholly owned or controlled by one or more of the following:
    - (i) the Crown;
    - (ii) a Crown entity;
    - (iii) a State enterprise; and
  - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.



DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 7 of 19 Pages

*Insert instrument type*

Lease Instrument

3 **Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on 3% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on 3% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
  - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 8 of 19 Pages

*Insert instrument type*

Lease Instrument

- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

**DOCUMENTS**

**14.1: MINISTRY OF EDUCATION LEASE**

**Form F** *continued*

**Annexure Schedule**

Page **9** of **19** Pages

*Insert instrument type*

Lease Instrument

- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

**4 Payment of Lessee Outgoings**

- 4.1 During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**5 Valuation Roll**

- 5.1 Where this Lease is registered under section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

- 7.1 The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

**8 Interest**

- 8.1 If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

Page 10 of 19 Pages

*Insert instrument type*

Lease Instrument

the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**9 Permitted Use of Land**

9.1 The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

**10 Designation**

10.1 The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

**11 Compliance with Law**

11.1 The Lessee must at its own cost comply with the provisions of all relevant Legislation.

**12 Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**13 Damage or Destruction**

**13.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days' notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

**13.2 Partial Destruction**

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 11 of 19 Pages

*Insert instrument type*

Lease Instrument

- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
  - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
  - (ii) any necessary council consents shall not be obtainable,
- then the term will terminate with effect from the date that either such fact is established.

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
  - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
- (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

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*Insert instrument type*

Lease Instrument

- 13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.
- 13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:
  - (a) assert that this lease has terminated; or
  - (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

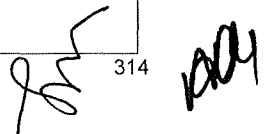
**14 Contamination**

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**15 Easements**

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

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*Insert instrument type*

Lease Instrument

16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 14 of 19 Pages

*Insert instrument type*

Lease Instrument

17 **Rubbish Removal**

17.1 The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 **Signs**

18.1 The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

19 **Insurance**

19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 **Fencing**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 **Quiet Enjoyment**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

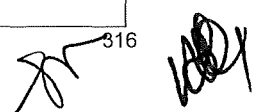
22 **Assignment**

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

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Lease Instrument

- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

**23 Subletting**

- 23.1 The Lessee may without the Lessor's consent sublet to:
  - (a) any Department or Crown Body; or
  - (b) any other party provided that the sublease complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

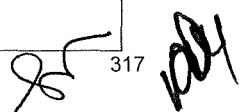
**24 Occupancy by School Board of Trustees**

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

- 25.1 The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

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Lease Instrument

26 **Breach**

26.1 Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

27 **Notice of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

28 **Renewal**

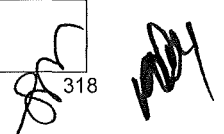
28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

29 **Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

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*Insert instrument type*

Lease Instrument

- 29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.
- 29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.
- 29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.
- 30 Exclusion of Implied Provisions**
- 30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:
- (a) Clause 11 – Power to inspect premises.
- 31 Entire Agreement**
- 31.1 This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.
- 32 Disputes**
- 32.1 The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

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*Insert instrument type*

Lease Instrument

33 **Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6140

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

*[insert contact details]*

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

34 **Registration of Lease**

34.1 The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

35 **Costs**

35.1 The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

36 **Limitation of Liability**

36.1 If any person enters into this lease as trustee of a trust, then that person warrants that:

- (a) that person has power to enter into this lease under the terms of the trust; and
- (b) that person has properly signed this lease in accordance with the terms of the trust; and
- (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
- (d) all of the persons who are trustees of the trust have approved entry into this lease.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

DOCUMENTS

14.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

**Annexure Schedule**

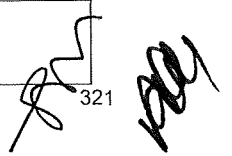
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*Insert instrument type*

Lease Instrument

- 36.2 If that person has no right to or interest in any assets of the trust, except in that person's capacity as a trustee of the trust, then that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount").
- 36.3 If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

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**DOCUMENTS**

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**14.2: NEW ZEALAND POLICE LEASE**

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**14.2. NEW ZEALAND POLICE LEASE**

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DOCUMENTS

14.2: NEW ZEALAND POLICE LEASE

THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS:

Name: TE KOROWAI O WAINUIĀRUA TRUST

Address: [ ]

Fax: [ ]

Telephone: [ ]

Contact person: [ ]

ITEM 2: LESSEE PARTICULARS:

Name: His Majesty the King acting by and through the Commissioner of Police

Address: New Zealand Police, National Property Office, P O Box 3017, Wellington

Fax: (04) 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

ITEM 3: LAND:

[ ] hectares, more or less, being [ ], record of title [ ].

ITEM 4: TERM:

Five (5) years

ITEM 5: DATE OF COMMENCEMENT:

(insert)

ITEM 6: FURTHER TERMS:

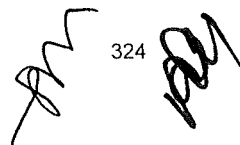
Perpetual rights of renewal of five (5) years each.

ITEM 7: RENEWAL DATES:

The renewal date is five (5) years from the Commencement Date and thereafter, in accordance with item 6 of this schedule.

ITEM 8: ANNUAL RENT:

\$ .....plus GST

324 



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**14.2: NEW ZEALAND POLICE LEASE**

**ITEM 9: REVIEW DATES:**

5 yearly

**ITEM 10: PERMITTED USE:**

For any Police/Justice related purpose and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

## DOCUMENTS

### 14.2: NEW ZEALAND POLICE LEASE

#### THE SCHEDULE OF TERMS

#### 1 INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
  - 1.1.2 Words importing the singular shall include the plural and vice versa.
  - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
  - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
  - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under clause 13) unless expressly stated otherwise.
  - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
  - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
  - 1.1.8 "writing" shall include words visibly represented or reproduced.
  - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
  - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
  - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.

## DOCUMENTS

### 14.2: NEW ZEALAND POLICE LEASE

- 1.1.12 The parties acknowledge and agree that certain covenants set out in this Lease (in particular provisions relating to the treatment of Lessee's Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.
- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Lessee's Improvements.
- 1.1.17 "business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Lessee's Improvements" means all improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Lessee's Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or

## DOCUMENTS

### 14.2: NEW ZEALAND POLICE LEASE

- (b) the grading or levelling of the Land or the removal of rocks, stone, sand, or soil therefrom; or
  - (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
  - (d) the alteration of soil fertility or of the structure of the soil; or
  - (e) the arresting or elimination of erosion or flooding.
- 1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.
- 1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.
- 1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.
- 1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

## 2 TERM

- 2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.
- 2.2 Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease early by providing to the Lessor not less than twelve (12) months' notice in writing to that effect PROVIDED THAT:
- (a) No such notice may be given so as to effect termination of this Lease within the first five (5) years of the initial term or the first two (2) years of any renewed term of this Lease.
  - (b) The parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have occurred up to the date of termination.

## 3 RIGHT OF RENEWAL OF LEASE

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7

## DOCUMENTS

### 14.2: NEW ZEALAND POLICE LEASE

of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.

- 3.2 If the Lessee fails within the time aforesaid to give any notice under clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).
- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under clause 5 for the term and subject to the covenants and provisions referred to in clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

#### 4 RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise direct.

#### 5 RENT REVIEW PROVISIONS

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in clause 5.2 and "Recipient" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of

## DOCUMENTS

### 14.2: NEW ZEALAND POLICE LEASE

the Reference Schedule (each of such dates being called the "review date") but no later than six (6) months after the review date (time being of the essence), either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.

5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:

5.3.1 Disregard:

- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
- (b) the value of any goodwill attributable to the Lessee's business; and
- (c) all Lessee's Improvements made to the Land.

5.3.2 Have regard to:

- (a) the Lessor's Improvements; and
- (b) the permitted use under this Lease; and
- (c) Regional and District Plans.

5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) business days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.

5.5 Unless such notice is given by the Recipient within twenty-one (21) business days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.

5.6 For the avoidance of doubt failure to give the Notice in accordance with clause 5.2 above shall result in either party forfeiting its right to have the annual rent reviewed as from that particular review date and neither party shall have a claim against the other.

5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) business days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:

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- 5.7.1 the Lessor and Lessee shall, within twenty-one (21) business days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years' experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 if either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) business days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) business days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 if the said valuers within fourteen (14) business days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to clause 5.7.1.
- 5.7.5 subject to clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.7.6 in the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- 5.7.7 if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:

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- (a) arrange for a hearing to be conducted without delay;
- (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
- (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
- (d) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
- (e) take into account any expert witness evidence considered relevant to the hearing;
- (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
- (g) give in his or her determination the reasons therefor in writing.

5.7.8 the costs incurred in the determination pursuant to clause 5.7 of the annual rent shall be borne by the parties in the following manner:

- (a) subject to clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
- (b) where the determination is made by a single valuer pursuant to clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
- (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this clause 5.7 in which case the umpire may determine the manner in which such costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:
  - (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone; or
  - (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;



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- (3) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.
- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date.
- 5.10 Where a review pursuant to this clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.10.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date; and
- 5.10.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder; and
- 5.10.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.
- 5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the review date then if and whenever such moratorium is lifted or the law, Act or regulation is repealed or amended so as to permit the annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.
- 5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

## 6 CHARGES

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Lessee's Improvements including all connection, disconnection, or other fees payable

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by the Lessee or the Lessor to other authorities in respect of such services.

#### 7 PAYMENT OF RATES AND IMPOSITIONS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Lessee's Improvements or on the Lessor or Lessee in respect thereof by any Authority.
- 7.2 In accordance with section 11(1)(b) of the Local Government (Rating) Act 2002 the Lessee will be entered in the rating information database and the district valuation roll (as these terms are defined in the Local Government (Rating) Act 2002) as the ratepayer in respect of the Land.

#### 8 GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

#### 9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

#### 10 USE OF THE LAND AND LESSEE'S IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.

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- 10.2 Should any of the uses of the Land and any Lessee's Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained. Where required, the Lessor shall promptly provide any consent necessary to enable the Lessee to obtain such consent or licence from any Authority.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

#### 11 NO FENCING

- 11.1 Subject to obligations under the Fencing Act 1978, the Lessor shall be under no liability to contribute towards the cost of erection or repair of any boundary fences between the Land and any adjacent land and nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

#### 12 STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Lessee's Improvements or which relate to the Lessee's use of the Land and Lessee's Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:
- 12.1.1 ensure that a building warrant of fitness is obtained each year in respect of any Lessee's Improvements if required under the Building Act 2004;
- 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
- 12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety at Work Act 2015.

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- 12.2 The Lessee shall not, during the term of this Lease:
- 12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
  - 12.2.2 suffer insolvency, bankruptcy or liquidation;
  - 12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst His Majesty the King Acting By and Through the Commissioner of Police is the Lessee hereunder.

### 13 ASSIGNMENT AND SUBLETTING

- 13.1 The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without good cause having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- 13.2 Notwithstanding clause 13.1, where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- 13.3 In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.
- 13.4 This section 13 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- 13.5 For the purpose of this section 13, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 13.6.
- 13.6 For the purposes of clause 13.1, a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect

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of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.

- 13.7 Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- 13.8 Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- 13.9 Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by His Majesty the King ("the Crown"), the following provisions shall apply:
- 13.9.1 In the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease;
- 13.9.2 in the event of an assignment or transfer during any renewed term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.
- 13.10 Where the Assignee is a party which is not a Crown entity, the Lessee will at the Lessee's own expense procure the execution by the Assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment is effected.

#### 14 LESSEE'S ACKNOWLEDGEMENT OF RISK

- 14.1 The Lessee agrees to occupy and use the Land and any Lessee's Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury

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occurring to any person or property in or about the Land and any Lessee's Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

#### 15 QUIET ENJOYMENT/REPUDIATION

15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Lessee's Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

#### 16 REGISTRATION

16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 2017.

16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

#### 17 LESSEE'S IMPROVEMENTS DURING LEASE

17.1 Throughout the term of this Lease and on any renewal any Lessee's Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.

17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Lessee's Improvements on the Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Lessee's Improvements on the Land are satisfied.

17.3 Throughout the term of this Lease and on any renewal the Lessee shall have full exclusive and absolute operational control over all Lessee's Improvements on the Land including, but not limited to, the right to vacate all such Lessee's Improvements and leave them vacant at any time during the then current term of the Lease.

#### 18 LESSEE'S IMPROVEMENTS ON TERMINATION OF LEASE

18.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor

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specifying any Lessee's Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Lessee's Improvements, their current market value and the proposed terms of transfer of the Lessee's Improvements.

- 18.2 The Lessor agrees to consult with the Lessee regarding the Lessee's Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Lessee's Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Lessee's Improvements.
- 18.3 If no agreement is reached regarding the transfer of Lessee's Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this clause 18 shall apply.
- 18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Lessee's Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with clause 18.5.
- 18.5 The Lessee may, but shall not be required by the Lessor to, remove Lessee's Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.
- 18.6 The Lessee must remove all Lessee's Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Lessee's Improvements are properly and lawfully disconnected, the Land under any Lessee's Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.
- 18.7 If the Lessee fails to remove any Lessee's Improvements specified in the Lessee's Removal Notice in accordance with clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Lessee's Improvements remaining on the Land after the period referred to in clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 18.6.

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18.10 Whenever resource consent is required to remove or demolish any Lessee's Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence reasonably satisfactory to the Lessor to satisfy this requirement.

## 19 DESTRUCTION AND REDEVELOPMENT

19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Lessee's Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Lessee's Improvements on the Land provided the following conditions are or will be satisfied:

19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and

19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions to the Lessee's satisfaction the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Lessee's Improvements or such part of Lessee's Improvements requiring such work in accordance with the conditions set out above.

19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Lessee's Improvements and clears and restores the Land all in accordance with the requirements of clause 18.6.

## 20 NOTICES

20.1 All notices must be in writing and must be served by one of the following means:

20.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and

20.1.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:

(a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or

(b) by personal delivery, or by posting by registered or ordinary mail, or by email.



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- 20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:
- 20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
  - 20.2.2 in the case of posting by registered mail, on the third business day following the date of posting to the addressee at the address detailed in clause 20.3; and
  - 20.2.3 in the case of email, when acknowledged by the addressee by return email or otherwise in writing except that return emails generated automatically shall not constitute an acknowledgement under this Lease.
- 20.3 Details for Notices:
- Manager Property New Zealand Police  
Police National Headquarters  
PO Box 3017  
Wellington
- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

## 21 DEFAULT BY LESSEE

- 21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:
- 21.1.1 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;
  - 21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;
- and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.
- 21.2 In the event that the Lease is terminated by the Lessor in accordance with clause 21.1, the Lessee's obligations under clause 18 with respect to Lessee's Improvements must be satisfied.

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#### 22 DISPUTE RESOLUTION

- 22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.
- 22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).
- 22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.
- 22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

#### 23 COSTS

- 23.1 The parties shall each pay their own solicitors' costs of preparing and finalising this Lease or any renewal or variation of this Lease.
- 23.2 The Lessee shall be responsible for payment of all registration fees imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.
- 23.3 The Lessee shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observation of any of the terms, covenants and conditions of this Lease.

#### 24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any

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such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a convenient time.

- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.
- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:
- 24.3.1 complete a security check on terms reasonably acceptable to the Lessee;
  - 24.3.2 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and
  - 24.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.
- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the Land or the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.
- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or reletting notices.

## 25 DISPOSAL OF LESSOR'S INTEREST

- 25.1 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and the consent of the Lessee shall not be required except in such circumstances where a different fully owned subsidiary of the Lessor assumes the role and obligations of the Lessor under this Lease, the Lessor shall then be required to notify the Lessee in writing of that change.
- 25.2 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land to a body which is not a fully owned subsidiary of the Lessor provided that:
- 25.2.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
  - 25.2.2 for so long as the Lessee is the Crown (as that term is defined in section 2 of the Public Finance Act 1989) or a Crown entity (as that

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term is defined in section 7(1) of the Crown Entities Act 2004) the following further provisions shall apply:

- (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
- (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
  - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
  - (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within fifteen (15) business days of receiving the Lessor's advice pursuant to clause 25.2.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.2.2(2)(a) or 25.2.2(2)(b) above together with grounds to substantiate its reasonable apprehension within fifteen (15) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those reasons set out in clauses 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) business days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

## 26 HOLDING OVER

- 26.1 If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

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**27 EXCLUSION OF IMPLIED PROVISIONS**

27.1 Clause 11 of Schedule 3 of the Property Law Act 2007 is expressly excluded from application to this Lease.

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SCHEDULE OF LAND

[ ] hectares, more or less, being [ ] record of title [ ].

