

**MORIORI**

**and**

**THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST**

**and**

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:**

**DOCUMENTS**

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*gk*

*[Signature]*

DOCUMENTS

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# 1 MORIORI VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION'S ACTIONS

## KA TEPUAE KARĀPUNA MORIORI

### Statement of Values for Moriori

All of the islands of Rēkohu have special cultural and spiritual importance for Moriori. Many of the Moriori occupation and burial places are located along the coastlines and around Te Whanga. These places are also auspicious conservation places – home to many endangered Chatham Island species. They are also areas prone to erosion and damage from storm action.

Moriori believe that care and protection for wāhi tchap' and conservation values usually go hand in hand. Auspicious places do, after-all, come about as a result of lengthy and continuous human interaction with their environment. The areas offered for overlay classification are all such places. However, at times methods for conservation action could have damaging effects on wāhi tchap' especially in coastal dune landscapes. This statement of values explains why these places are sacred to Moriori and the protection principles set out ways that the Department and Minister can ensure these values are protected.

The places with overlay classifications are the most sacred of all – they are burial grounds, occupation and settlement places and therefore full of archaeological evidence as well as miheke Moriori. It is our wish that they be cared for as places of remembrance and respect.

### Rangihaute and Outer Islands

The origin traditions of Moriori confirm the special significance of Rangihaute (misty skies) as the likely first arrival place for Moriori, directly from Eastern Polynesia. Ancestral hokopapa (genealogy) tie Moriori today with the first arrivals – the people descended from Rongomaiwhenua – hundreds of years ago. Moriori occupied much of Rangihaute developing kāinga all over the island and had occupation places on outer islands such as Maung' Rē (Mangere) and Hokoreoro (South East Island), and looked after seasonal hunting grounds for birds and seals across all the reserves subject to overlay classification. Moriori also paid homage to the Sun god with karakii and dawn ceremonies at the summit of maung' on Rēkohu, Rangihaute and the outer islands, such as Maung' Rē.

In the 1950s work was done to record and sketch rākau momori (etchings onto the bark of living kōpi trees). On Rangihaute rākau momori were recorded in 4 areas: Waihere, Tupuangi, Te Puinga, and Orokonga (Glory Bay), none of which have survived. In an archaeological report seven "*notable lithic procurement sites*" were identified in Canister Cove Scenic Reserve, some in very inaccessible spots, suggesting that Moriori must have known every part of the island well. Some coastal archaeological surveys have been carried out but no research has been done on the remainder of the island. Archaeological evidence is also likely along stream beds and on high points of the island, in addition to the coastal areas.

Specific associations to these places are:

- Canister Scenic Reserve is known to Moriori as **Waikokopu**. It is an area on the east coast of Rangihaute and is an occupation landscape with evidence of burials along the coast and in caves.

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- The Moriori word for Mangere Island is **Maung' Rē** (sun mountain). Maung' Rē is the next biggest island after Hokoreoreo and is located off the west coast of Rangihaute. The island's highest point, Hokopa, is nearly 300m and was used by Moriori as a tchap' (tapu) place. A brief archaeological survey also recorded midden sites on Maung' Rē, indicating regular Moriori use and occupation.
- South East Island/Rangatira (known by Moriori as **Hokoreoreo**): The Moriori name is a reference to 'to resonate through flight' and is highly evocative of what nature must have intended for the place, as the island is now recognised as one of the world's most important bird sanctuaries. Hokoreoreo was used regularly by Moriori for seasonal birding (especially tīfī). There is archaeological evidence of pre-1835 occupation (as opposed to occasional visiting) including middens, food processing areas, and tools sourced from stone on Rangihaute. No comprehensive archaeological work has been carried out on the island, although some sites have been recorded on the north and eastern coasts.

#### Rēkohu

- Moriori settlement on the main island, Rēkohu (misty sun), supported a population of 2,500 or possibly more. Most of the island was settled with concentrated occupation places around the coasts and around Te Whanga with most settlement places close to sources of fresh water. Most of the coastal areas are important for the continuous band of archaeological evidence including burial places, mostly in the coastal sand dunes.
- **Tangepū (Wharekauri Station 102)**. This coastal reserve is known for kāinga and extensive burial places.
- **Manaua (Ocean Mail) Scenic Reserve**. Wakahūurangi is the ancient pou that marks this landscape from Lake Koomutu to Kaingaroa and including Ocean Mail Scenic Reserve. Burials and other archaeological sites are located throughout the reserve and all along this northern coastline. Before about 1965, the beach along the northern coast was backed by a long line of kōpi trees, with a whole grove at Manaua. The last of the groves fell and decayed away entirely during the 1980s. Once this was all forest with many kōpi trees containing rākau momori from Manaua through to Patariki and Hāpūpū.
- **Tokotoko o Ūtangaroa/Cape Young and Wharekauri Station Pt 100**. This coastline is also known for its Moriori burials and archaeological sites. The western end of the coastline starts at Tokotoko o Ūtangaroa/Cape Young, named for one of the crew of the Rangimata waka, Ūtangaroa. The entire coastline contains Moriori burials and evidence of settlement, including the kāinga place Te Awanui, where Moriori lived and from where the trips to the albatross colonies on Rakitchu (The Sisters) departed.

#### Protection Principles for Overlay Classifications

The following Protection Principles are directed at the Minister of Conservation and are intended to prevent the values stated in the statement of values from being harmed or diminished:

1. Protection of all wāhi tchap' (refer to wāhi tchap' plan) within [Place];
2. Recognition of and respect for Moriori manawa, tchiekitanga, and tikane at [Place];
3. Accurate portrayal of the association of Moriori with [Place];
4. Protection for indigenous flora and fauna at [Place];

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5. Respect for the Moriori relationship with indigenous flora and fauna species including those species traditionally harvested or used [at Place], consistent with the existing statutory framework; and
6. Recognition of the relationship of Moriori with the wāhi tchap' and miheke (treasures/archaeological evidence) at [Place].

#### ***Director-General Actions***

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. Moriori's association with all the sites which have overlay classifications will be accurately portrayed in all new Departmental information, signs and educational material about the area.
2. Moriori will be consulted regarding all new Department of Conservation public information, educational material and signs regarding all these sites and, where agreed, the content will reflect their significant relationship with those sites.
3. Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Moriori values in relation to all these sites and will be encouraged to recognise and respect Moriori association with the area including their role as tchieki.
4. Moriori will be consulted regarding any proposed introduction or removal of indigenous species to and from all these sites.
5. Significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided wherever possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Moriori will be consulted and particular regard had to their views, including those relating to Kōimi (human remains) and archaeological sites, and, if necessary, an Archaeological Authority will be sought from Heritage NZ.
6. Any kōimi or other miheke (taonga) found or uncovered will be left untouched and the Department will use best endeavours to contact Moriori as soon as possible to try to ensure Moriori representation is present on site if possible and appropriate tikane is followed, noting that the treatment of the kōimi or other miheke will also be subject to any procedures required by law.
7. Department of Conservation staff will support Moriori in engaging with Heritage New Zealand and relevant experts when kōimi or other miheke are found or uncovered for the purposes of investigating ownership of that kōimi or miheke.

## 2 STATEMENTS OF ASSOCIATION

### KA TEPUAE KARĀPUNA MORIORI

The statements of association of Moriori are set out below. These are statements of their particular cultural, spiritual, historical and traditional association with identified areas.

#### **Part Awatea (as shown on Deed Plan OMCR-064-07)**

This reserve is located on the southern shore of Lake Huro on Rēkohu.

This landscape adjacent to Lake Huro has long held spiritual importance for Moriori because of its proximity to the lake – a place known for etchu (ātua/gods) associated with tuna and other freshwater fish:

This site is close to two massive eel ponds at Lake Huro and the southern half of Te Whanga lagoon, known as Te Kara-a-taku-Moana and Tai Hawea. Because of this Awatea is also known as an old kāinga and the presence of middens and other archaeological evidence affirms this. Moriori associations with this landscape go back to our earliest occupation and settlement of Rēkohu.

#### **Coastal Statutory Acknowledgement Area (as shown on Deed Plan OMCR-064-08)**

This area covers the entire coastline in the Moriori Area of Interest out to the 12 nautical mile limit.

Moriori have a strong relationship with Tangaroa. Knowledge of sea currents, winds and relationships with sea creatures and birds enabled impressive feats of Polynesian voyaging over thousands of years, including the settlement of Rēkohu by the ancestors of the Moriori peoples who according to tradition travelled here from Eastern/Central Polynesia between 800 and 1,000 years ago. These intricate relationships developed further as a result of our settlement of these remote islands. The sea-scapes around the 2 larger islands and the routes to offshore rocks such as Hokoreoro, Tcharok', Motuhope and Motuhara were navigated and mapped by our founding ancestors who relied on their knowledge of the sea and its resources to survive and thrive. For Moriori the sea is probably more significant than our land resource – we are certainly dependent upon it for our well-being and livelihood both historically and in the present day.

The habitation of Rēkohu has been influenced by fisheries and the development of a fishing tradition since the arrival of Moriori ancestors 1,000 years ago. The islands were first settled by the early Polynesian ancestors Rongomaiwhenua and Rongomaitere, who are the founding ancestors of the people known today as 'Moriori' and from whom all present day Moriori are descended. Moriori co-exist with the sea, land and sky. Our ancestors were the first human settlers to erect altars to their etchu (ātua/gods) and tchieki (guardians) which continue to sustain the spiritual ethos of the lands and seas around Rēkohu. Our life on Rēkohu was established as a direct result of this delicate and sustainable relationship. Having arrived from the central Pacific we evolved a strong maritime culture based on a complex system of tchap' and ritual. The relationship of Moriori to the sea was (and is) at the very heart of our existence. It is not surprising therefore that the most important tchieki for Moriori were those of the sea. The most important in the pantheon of tchieki-etchu for Moriori are the shark gods. The connection between the living and

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the spirit is not an abstract concept. For example, on the death of a leader the spirit of the departed would enter a Rongomoana (Blackfish), residing in its eye, and guide a pod of whales to shore to feed the people.

The entire coastal-marine zone around our islands is of special importance to Moriori due to the large numbers of Moriori coastal settlements and our dependence on the inshore fishery and coastal resources.

#### **Hanson Bay Marginal Strip (as shown on Deed Plan OMCR-064-09)**

This marginal strip runs from Te Awapātiki in the north down the eastern coast of Rēkohu to Ōwenga township.

Te Awa-Pātiki – often referred to as the alpha and omega of Rēkohu – is the starting place for describing landscapes and was also the place where the first Pākehā surveyors planting the first datum point. It is a sacred, “*much revered*” place where Moriori held gatherings for debating major decisions. It was the place of debate in 1835 and again in 1862 when the remaining leaders gathered to write their petition to Governor Grey.

*“All their social meetings were held in the open air severely away from sleeping and cooking localities which were liable to be secretly bewitched”.*

Moriore oral traditions say that after the Rongomaiwhenua people settled the land two later waka arrived together – Rangihoua and Rangimata. The Rangihoua arrived at Okahu in the north and was blown onto the rocks, killing some of her crew. Before arriving at Te Awa-Pātiki the crew of Rangimata around other parts of the island and plated a kōpi berry at Kāingaroa. Eventually the crew landed at Te Awa-Pātiki which was closed at the time but ready to burst out to the sea.’ Having landed the crew dragged Rangimata ashore to get her into Te Whānga. Her weight made a furrow and thus created a channel for the lake which then burst through and wrecked Rangimata. Rangimata is now visible in the lagoon as an island next to Motuhinahina, the jagged points of which represent her crew. It is said that the crew went to set up a post claiming the land at the lagoon opening but were moved away by those already living on the land (Marupuku and his people). Instead they camped at Poretu, just north of the mouth, and from there settled peacefully on Rangihaua (Pitt Island).

Te Awa-Pātiki and the entire coast to Ōwenga (also known as Ouenga and Kowewenga) is important for Moriori as a significant settlement place, as evidenced by the extensive areas of recorded archaeological sites all along the coast.

#### **Henga Scenic Reserve (as shown on Deed Plan OMCR-064-10)**

Henga Scenic Reserve is located on the west coast of Rēkohu. It is a roughly rectangular reserve with its western edge running along Long Beach, Petre Bay and its NE point at Lake Marakāpia.

Henga is a place of great significance to Moriori and has areas of rock art nearby on the western shore of Te Whanga lagoon and coastal occupation places, including burials in the foredunes of Petre Bay.

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#### **Lake Huro Marginal Strip (as shown on Deed Plan OMCR-064-11)**

The reserves at Awatea and the lake Huro Marginal Strip are all part of the same cultural landscape. The Lake Huro small marginal strip is located on the northern part of the lake. Lake Huro has long held spiritual importance for Moriori as a place known for etchu associated with tuna and other freshwater fish.

The etchu, Kohamatunga, resides in Lake Huro and Waitangi; when he grunts then is a good time to catch eels. On the west shore of Lake Huro, was Rangiwē, a specialised tūāhu used for tōhinga (baptism) with carved figures of Rongo-mai-tuatanga

From Waiteki, close by were the two massive eel ponds at Lake Huro and the southern half of Te Whanga lagoon, known as Te Kara-a-taku-Moana and Tai Hawea. Awatea is also known as an old kāinga and the presence of middens and other archaeological evidence affirms this.

Moriōri associations with this landscape go back to our earliest occupation and settlement of Rēkohu.

#### **Ōwenga Marginal Strip (as shown on Deed Plan OMCR-064-12)**

This marginal strip runs from Ōwenga township south to the small stream at the place known historically as Ōpuhi. Ōwenga (also called Ōuenga and Kowewenga) was one of the earliest occupation places for Moriori on Rēkohu and contains many areas of archaeological evidence including coastal dune burials. Ōwenga is well known as an important early Moriori occupation site on the main Chatham Island (Rēkohu) and is thought to be chronologically comparable with significant sites such as Waipāua and Tupurangi on Rangihauē. These places share the same attributes in terms of being sheltered from oceanic swell and high SW winds.

Ōuenga and Manukau were two areas occupied continuously by Moriori. Ōuenga is known as being a place where many miheke (taonga) were known to exist including the tūāhu figures:

*"it is said there are many more besides these.... Certain of these Gods were represented at various places by carved images. There were five or six of them at Ouenga, amongst them Maru and Rongomai. They are said to be hidden in an inaccessible cliff at Tupouranga. These representations of divinities were usually kept in caves, or on the burial places, but were generally concealed, for fear of their being stolen....Incantations were offered to these images, but how far they proceeded in their invocations appears uncertain. Although possessed of much sanctity, and much dreaded, they were evidently only emblematic of the Gods after whom they were named, and were not idols in the true sense of the word."*

Moriōri associations with this coastal landscape go back to our earliest occupation and settlement of Rēkohu.

#### **Pacific Ocean Marginal Strip (as shown on Deed Plan OMCR-064-13)**

This marginal strip is located on the SW part of Rēkohu at a place known to Moriori as Paroa (Point Durham). The strip runs from the coast adjacent to Tūranga Rock in the north to Takaripa at the mouth of the Awatotara River in the south.

This coast was continuously occupied by Moriori as evidenced by significant archaeological evidence of villages and resource use.



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#### **Petre Bay Marginal Strip (as shown on Deed Plan OMCR-064-14)**

This marginal strip is located on the western shore of Rēkohu in the vicinity of Te One township.

The coast along this shore was occupied by Moriori as evidenced by recorded archaeaeological sites and dune burials.

#### **Pitt Island Marginal Strip (as shown on Deed Plan OMCR-064-15)**

This marginal strip is located on the south coast of Rēkohu (not Rangihauite/Pitt Island) and runs from Ka Hokototara in the west to Boundary Rock in the east. This coastline is characterised by high steep cliffs, once home to tītī and other Chatham Island seabirds, making this southern coastline important for food gathering.

#### **Te Awatea Scenic Reserve (as shown on Deed Plan OMCR-064-16)**

This reserve is located on the southern shore of Lake Huro on Rēkohu and adjoins Pt Awatea (Deed Plan OMCR-064-07). It is part of the same cultural landscape as the Lake Huro Marginal Strip.

This landscape adjacent to Lake Huro has long held spiritual importance for Moriori because of its proximity to the lake – a place known for etchu associated with tuna and other freshwater fish:

There were once the two massive eel ponds at Lake Huro, and the southern half of Te Whanga lagoon known as Te Kara-a-taku-Moana and Tai Hawea. Awatea is also known as an old kāinga and the presence of middens and other archaeological evidence affirms this.

Moriori associations with this landscape go back to our earliest occupation and settlement of Rēkohu.

#### **Tikitiki Hill Conservation Area (as shown on Deed Plan OMCR-064-17)**

Waiteki (Waitangi), the general area of Waitangi Bay, and the sweeping coastline north was extensively occupied by Moriori. Red Bluffs/Hawaruwaru to the north is a settlement area and wāhi tchap', known for being a kāinga and for burial grounds. The density of names for parts of the comparatively sheltered Waiteki Bay and surrounding area can be seen in the 1868/1883 map of the island (Robertson and Smith, 1868 and 1883). Note that whilst Tikitiki is a name for the hill in general the main headland overlooking what is now the wharf is one of the central pou for ancient Moriori landscapes – Ko Ro Pou a Tūmatauenga.

Archaeological occupation sites (middens, pits, ovens C240/264 and 265) are recorded on the hill-top and burials have been recorded on the southern side of Tikitiki from Kahumene Point (where the radio/TV station is) southwards along the Waitangi/Tuku Road.

Tikitiki Hill is a sacred place for Moriori.

#### **Waitangi Marginal Strip (as shown on Deed Plan OMCR-064-18)**

This small strip is located in Waitangi Bay adjacent to the fish factory and hotel.

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### 2: STATEMENTS OF ASSOCIATION

Waiteki (Waitangi), the general area of Waitangi Bay, and the sweeping coastline north was extensively occupied by Moriori. Red Bluffs/Hawaruwaru to the north is a settlement area and wāhi tchap', known for being a kāinga and for burial grounds. The density of names for parts of the comparatively sheltered Waiteki Bay and surrounding area can be seen in the 1868/1883 map of the island (Robertson and Smith, 1868 and 1883). Note that whilst Tikitiki is a name for the hill in general the main headland overlooking what is now the wharf is one of the central pou for ancient Moriori landscapes – Ko Ro Pou a Tumatauenga.

#### **Wharekauri Station Reserve 101 (as shown on Deed Plan OMCR-064-19)**

This reserve is adjacent to Lake Rotokawau and is managed as part of the DOC 'Green Swamp Conservation Area'.

This area is important for Moriori as a place for catching tuna.

#### **Wharekauri Station Reserve 103 (as shown on Deed Plan OMCR-064-20)**

This reserve borders the western shore of Te Whanga and is known as Nikau Reserve.

This area was settled by Moriori as evidenced through oral traditions, archaeological landscapes and rock art sites.

#### **Wharekauri Station Reserve 104 (as shown in Deed Plan OMCR-064-21)**

This reserve is in Wharekauri Station and is known locally as Chudleigh but is known to Moriori as Wikura.

Wikura is one of the sacred maung' of Moriori where important rituals were carried out, most notably prayers were recited to the sun god, Tamanui Ta Rā.

#### **Wharekauri Station Reserve 105 (as shown in Deed Plan OMCR-064-22)**

This reserve is the main 'Green Swamp Conservation Area' in the centre of Wharekauri Station..

This area is important for Moriori as a place for catching tuna.

### 3 DEED OF RECOGNITION



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**3: DEED OF RECOGNITION**

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**3.1 DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION  
AND THE DIRECTOR-GENERAL**

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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

#### 1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:
- a) **Mori** (the settling group); and
  - b) **the trustees of the Mori Imi Settlement 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):
- a) 11882 Owenga site (as shown on deed plan OMCR-064-07):
  - b) Hanson Bay South Marginal Strip (as shown on deed plan OMCR-064-09):
  - c) Henga Scenic Reserve (as shown on deed plan OMCR-064-10):
  - d) Lake Huro Marginal Strip (as shown on deed plan OMCR-064-11):
  - e) Owenga Marginal Strip (as shown on deed plan OMCR-064-12):
  - f) Pacific Ocean Marginal Strip (as shown on deed plan OMCR-064-13):
  - g) Petre Bay Marginal Strip (as shown on deed plan OMCR-064-14):
  - h) Pitt Strait Marginal Strip (as shown on deed plan OMCR-064-15):
  - i) Te Awatea Scenic Reserve (as shown on deed plan OMCR-064-16):
  - j) Waitangi Marginal Strip (as shown on deed plan OMCR-064-18).
  - k) Wharekauri site 101 (as shown on deed plan OMCR-064-19):
  - l) Wharekauri site 103 (as shown on deed plan OMCR-064-20):
  - m) Wharekauri site 104 (as shown on deed plan OMCR-064-21):
  - n) Wharekauri site 105 (as shown on deed plan OMCR-064-22).
- 1.3 Those statements of association are:
- a) in the documents schedule to the deed of settlement; and
  - b) copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [*Settlement Legislation*], being the settlement legislation that gives effect to the deed of settlement.

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#### 2 CONSULTATION

- 2.1 The Minister of Conservation and the Director-General 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):
- a) preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;
  - b) preparing a national park management plan under the National Parks Act 1980;
  - c) 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;
  - d) preparing a non-statutory plan, strategy or programme to protect and manage a statutory area that is a river; and
  - e) locating or constructing structures, signs or tracks.
- 2.3 The Minister and the Director-General must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to enable them to make informed decisions.

#### 3 LIMITS

- 3.1 This deed:
- a) relates only to the part or parts of a statutory area owned and managed by the Crown; and
  - b) does not require the Crown to undertake, increase or resume any identified activity; and
  - c) does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
  - d) is subject to the settlement legislation.

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### 3: DEED OF RECOGNITION

#### 4 TERMINATION

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

- a) the governance entity, the Minister of Conservation and the Director-General agree in writing; or
- b) the relevant area is disposed of by the Crown; or
- c) responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1(c) 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:

Operations Manager  
Department of Conservation  
Conservation House  
Whare Kaupapa Atawhai  
18-32 Manners Street  
PO Box 10 420  
The Terrace  
Wellington 6143

#### 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.

#### 7 NO ASSIGNMENT

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

#### 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 10 March 2018 between the settling group, the governance entity, and the Crown; and

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

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**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

**settling group** and **Moriori** 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:

- a) this deed has that meaning; and
- b) 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 working day, must or may be done on the next working day.

9.8 A reference to:

- a) this deed or any other document means this deed or that document as amended, novated or replaced; and
- b) legislation means that legislation as amended, consolidated or substituted.



DOCUMENTS

3: DEED OF RECOGNITION

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: )

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of )  
**THE CROWN** by the Director-General, )  
in the presence of: )

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

## DOCUMENTS

### 3: DEED OF RECOGNITION

#### SCHEDULE

##### Copies of Statements of Association

###### Statements of Association - coastal marine area and marginal strips

Moriori have a strong relationship with Tangaroa. Knowledge of sea currents, winds and relationships with sea creatures and birds enabled impressive feats of Polynesian voyaging over thousands of years, including the settlement of Rēkohu by the ancestors of the Moriori peoples who according to tradition travelled here from Eastern Polynesia more than 1,000 years ago. These intricate relationships developed further as a result of our settlement of these remote islands. The sea-scapes around the 2 larger islands and the routes to offshore rocks such as Hokoreoro, Tcharok', Motuhope and Motuhara were navigated and mapped by our founding ancestors who relied on their knowledge of the sea and its resources to survive and thrive. For Moriori the sea is probably more significant than our land resource – we are certainly dependent upon it for our well-being and livelihood both historically and in the present day.

The habitation of Rēkohu has been influenced by fisheries and the development of a fishing tradition since the arrival of Moriori ancestors 1,000 years ago. The islands were first settled by the early Polynesian ancestors Rongomaiwhenua and Rongomaitere, who are the founding ancestors of the people known today as 'Moriori' and from whom all present day Moriori are descended. Moriori co-exist with the sea, land and sky. Our ancestors were the first human settlers to erect altars to their etchu (ātua/gods) and tchieki (guardians) which continue to sustain the spiritual ethos of the lands and seas around Rēkohu. Our life on Rēkohu was established as a direct result of this delicate and sustainable relationship. Having arrived from the central Pacific we evolved a strong maritime culture based on a complex system of tchap' and ritual. The relationship of Moriori to the sea was (and is) at the very heart of our existence. It is not surprising therefore that the most important tchieki for Moriori were those of the sea. The most important in the pantheon of tchieki-etchu for Moriori are the shark gods. The connection between the living and the spirit is not an abstract concept. For example, on the death of a leader the spirit of the departed would enter a Rongomoana (Blackfish), residing in its eye, and guide a pod of whales to shore to feed the people.

###### Statement of Association – Tikitiki

This land at Waiteki (Waitangi) was part of a main centre of Moriori occupation. Red Bluffs/Whenuahou and Hawaruwaru to the north were a settlement area and wāhi tchap', known for being a kāinga and for burial grounds.

Note that whilst Tikitiki (top knot) is a name for the hill in general the main headland overlooking what is now the wharf is one of the central pou for ancient Moriori landscapes – Ko Ro Pou a Tumatauenga.

Archaeological occupation sites related to Moriori settlement (middens, pits, and ovens) are recorded on the hill-top and burials have been recorded on the southern side of Tikitiki from Kahumene Point (where the radio/TV station is) southwards along the Waitangi/Tuku Road.

###### Statement of Association – Awatea

Awatea and 1182 Owenga. This landscape adjacent to Lake Huro has long held spiritual importance for Moriori because of its proximity to the lake – a place known for etchu associated with tuna and other freshwater fish.

## DOCUMENTS

### 3: DEED OF RECOGNITION

The etchu, Kohamatunga, resides in Lake Huro and Waitangi; when he grunts then is a good time to catch eels. On the west shore of Lake Huro, was Rangiwe, a specialised tūahu used for tōhinga (baptism) with carved figures of Rongo-mai-tuatanga.

From Waiteki, close by were the two massive eel ponds at Lake Huro, and the southern half of Te Whanga lagoon known as Te Kara-a-taku-Moana and Tai Hawea. Awatea is also known as an old kāinga and the presence of middens and other archaeological evidence affirms this.

#### **Statement of Association – parts of Wharekauri Station**

Wharekauri Station Reserves 101, 103, 104, and 105. Wharekauri Station reserves 101 (Lake Rotokawau (Part Green Swamp Conservation Area)), 103 (Lower Nikau Conservation Area), 104 (Chudleigh (Wi Kura) Conservation Area) and 105 (Green Swamp Conservation Area), contain Wāhi tchap' sacred to Moriori and include Moriori burial sites as well as important food gathering sites.

4 PROTOCOLS

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DOCUMENTS

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4.1: CROWN MINERALS PROTOCOL

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4.1 Crown minerals protocol

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*SK*

*[Signature]*

## DOCUMENTS

### 4.1: CROWN MINERALS PROTOCOL

**PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH MORIORI 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 Moriori Imi Settlement Trust (“**Moriori**”) and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with Moriori on matters specified in the Protocol.
- 1.2 Both the Ministry and Moriori 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 the Moriori Imi Settlement Trust is the governance entity and represents Moriori.
- 1.5 Moriori are tchakat henu tuturu and tchieki 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 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Moriori 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.
- 2.2 Moriori 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.

#### 3 PROTOCOL AREA

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

#### 4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [ ] of [ ] (the “**Settlement Legislation**”) that implements clause [ ] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

## DOCUMENTS

### 4.1: CROWN MINERALS PROTOCOL

## 5 CONSULTATION

5.1 The Minister will ensure that Moriori are 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 Moriori on these proposals over the consultation period set out in the relevant minerals programme;

### **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 5.1(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 5.1(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;

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## DOCUMENTS

### 4.1: CROWN MINERALS PROTOCOL

#### 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.

- 5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with Moriori, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

## 6 IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with Moriori in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Moriori.

- 6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Moriori in each case are:

- (a) ensuring that Moriori are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
- (b) providing Moriori with sufficient information to make informed decisions and submissions;
- (c) ensuring that sufficient time is given for the participation of Moriori in the decision-making process and to enable it to prepare its submissions; and
- (d) ensuring that the Ministry will approach the consultation with Moriori with an open mind, and will genuinely consider the submissions of Moriori.

## 7 DEFINITIONS

- 7.1 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;

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## DOCUMENTS

### 4.1: CROWN MINERALS PROTOCOL

**Deed of Settlement** means the Deed of Settlement dated [ ] between the Crown and Moriori;

**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** means—

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—

and, except in sections 10 and 11, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes; and

**Protocol** means a statement in writing, issued by the Crown through the Minister to Moriori under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

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DOCUMENTS

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4.1: 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 \_\_\_\_\_

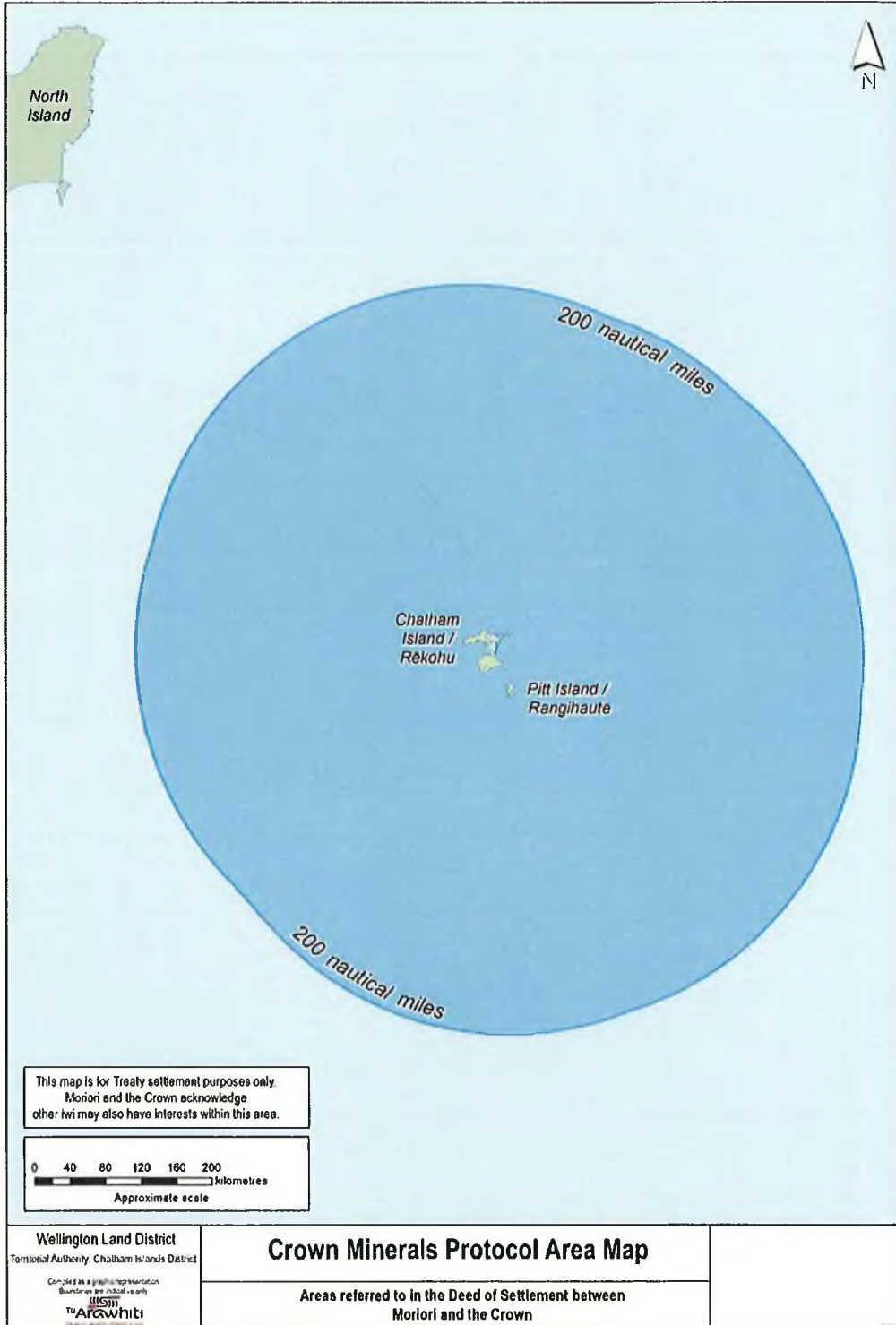
Occupation \_\_\_\_\_

Address \_\_\_\_\_

DOCUMENTS

4.1: CROWN MINERALS PROTOCOL

ATTACHMENT A  
PROTOCOL AREA MAP



## DOCUMENTS

### 4.1: 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 Moriori Governance Entity may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and Moriori.

#### 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 Moriori 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

## DOCUMENTS

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### 4.1: CROWN MINERALS PROTOCOL

- 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, “representative entity” has the same meaning as it has in the Deed of Settlement.
- 4. Breach**
- 4.1 Subject to the Crown Proceedings Act 1950, Moriori 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 [ ]).

DOCUMENTS

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4.2: PRIMARY INDUSTRIES PROTOCOL

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4.2 Primary industries protocol

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*[Signature]*

## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF AGRICULTURE, THE MINISTER FOR BIOSECURITY, THE MINISTER OF FISHERIES, THE MINISTER FOR FOOD SAFETY AND THE MINISTER OF FORESTRY REGARDING INTERACTION BETWEEN MORIORI AND THE MINISTRY FOR PRIMARY INDUSTRIES

#### 1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [*insert date*] between Moriori and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Agriculture, the Minister for Biosecurity, the Minister of Fisheries, the Minister for Food Safety and the Minister of Forestry (the "**Ministers**") would issue a Primary Industries Protocol (the "**Protocol**") setting out how the Ministry for Primary Industries (the "**Ministry**") will interact with the Moriori Imi Settlement Trust (the "**Governance Entity**") in relation to matters specified in the Protocol. These matters are:
- 1.1.1 recognition of the interests of Moriori in all species of fish, aquatic life or seaweed that exist within the Fisheries Area that are subject to the Fisheries Act 1996;
  - 1.1.2 input into and participation in the Ministry's national fisheries plans;
  - 1.1.3 imi fisheries plans;
  - 1.1.4 participation in imi fisheries forums;
  - 1.1.5 customary non-commercial fisheries management;
  - 1.1.6 contracting for services;
  - 1.1.7 employment of Ministry staff with customary non-commercial fisheries responsibilities;
  - 1.1.8 rāhui;
  - 1.1.9 information exchange;
  - 1.1.10 provision of service and research;
  - 1.1.11 Moriori views on biosecurity; and
  - 1.1.12 changes to policy and legislation affecting this Protocol.
- 1.2 The Minister and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. The Protocol sets out how the Minister, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters under this Protocol.

## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

- 1.3 The Protocol applies to the Ministry's functions in relation to this Protocol. The Protocol does not cover those processes relating to the allocation of aquaculture space or the Treaty settlement processes established for those assets held by the Ministry's Crown Forestry unit.
- 1.4 The Ministry will advise the Governance Entity whenever it proposes to consult with Moriori or with another imi or hapū with interests inside the Protocol Area on matters that could affect the interests of Moriori.

## 2 PRINCIPLES UNDERLYING THIS PROTOCOL

- 2.1 The Ministry and Moriori are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 2.2 The parties to this protocol will:
  - 2.2.1 take into account the unique features of the Rēkohu/Chatham Island's ecology and the effects of the isolation from mainland New Zealand on that ecology when implementing the protocol, and recognise that the unique island ecology will, at times, warrant a specialised approach;
  - 2.2.2 work in a spirit of cooperation;
  - 2.2.3 ensure early engagement on issues of recognised mutual interest;
  - 2.2.4 operate on a 'no surprises' approach;
  - 2.2.5 acknowledge that the relationship is evolving, not prescribed;
  - 2.2.6 respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - 2.2.7 recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.

## 3. TERMS OF ISSUE

- 3.1 The Protocol is issued pursuant to section [insert number] of the [insert the name of the Settlement Legislation] (the "**Settlement Legislation**") and clause [insert clause number] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 The Protocol must be read subject to the terms of issue set out in **Attachment B**.

## 4. IMPLEMENTATION AND COMMUNICATION

- 4.1 The Ministry will meet with the Governance Entity to provide a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:



## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

- 4.1.1 any matters raised in the Protocol;
  - 4.1.2 reporting processes to be put in place;
  - 4.4.3 the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from the Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and
  - 4.4.4 review processes for this Protocol.
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.
- 4.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:
- 4.3.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details;
  - 4.3.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff (as might be agreed in the implementation plan); and
  - 4.3.3 providing reasonable opportunities for the Governance Entity to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Protocol Area.
- 4.4 The Ministry will:
- 4.4.1 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and
  - 4.4.2 as far as reasonably practicable, inform fisheries and other stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

## 5 MIHEKE (TAONGA) SPECIES

- 5.1 The Ministry recognises that Moriori has a customary non-commercial interest in the following fisheries within the Protocol Area:

Shellfish	
Kaeo	Sea Tulip
Pipi	Mollusc (bivalve)
Tuatua	Mollusc (bivalve) Deepwater Tuatua

DOCUMENTS

4.2: PRIMARY INDUSTRIES PROTOCOL

Tūangi	Cockle
Tio	Dredge Oyster
Kaitutai	Krill
Toretore	Horse Mussel
Kina	Sea Urchin
Kākara	Knobbed Whelk
Kūtai	Greenlip/Blacklip Mussel
	King Clam
	King Crab
Taore	Small Blue Mussel
Karaka	Cooks Turban
Ngākihi	Limpets
Pāpaka	Paddle Crab
Pāua	Black foot
Pāiwa	Yellow foot
Pupu	Cats eye
Tūangi haruru	Ringed Dosinia
Koura	Rock Lobster
Tupa	Scallop
	Sea Cucumber
Kōtoretore	Sea Anemone
Kourangi	Scampi
Kākakāroro	Triangle Shell
Kuhakuha	Trough Shell
Papatangaroa	Starfish
Petipeti	Jellyfish

DOCUMENTS

4.2: PRIMARY INDUSTRIES PROTOCOL

Wheketere	Squid
Wheke	Octopus

Finfish	
Pātiki	Flounder
Tupa/Mako	Shark
Kahawai	Kahawai
Rāwaru	Blue Cod
Moki	Blue Moki
Mātiri	Bluenose
Tarao	Butterfish
Hoki	Hoki
Hāpuka	Groper
Ngoiro	Conger Eel
Makohuarau	School Shark
Pīoke	Spiny Dogfish
Puhiakaroa	Sea Perch
Kūtoro	Stargazer
Tarakihi	Tarakihi
Kohikohi	Trumpeter
Kūparu	John Dory
Pātohe	Orange Roughly
Mura Pounamu	Albacore
Ika Tira Iti	Southern Bluefin Tuna
Rari	Ling
Whai repo	Stingray

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DOCUMENTS

4.2: PRIMARY INDUSTRIES PROTOCOL

Hiku	Frostfish
Pātatiki rori	Sole
Tākeke	Piper/Garfish
Reperepe	Elephant fish
Kumukumu	Red Gurnard
Manga	Barracouta
Taumaka	Rock Fish
Mango Tuanui	Great White Shark

Freshwater fish	
Kaiwharuwharu/Tuna	Long finned Eel
Hau/Tuna	Short finned Eel
Piharau	Lamprey (blind eel)
Īnanga	Whitebait
Kokopū	Freshwater trout
Īnanga papa	Smelt
Kanae	Mullet
Tūere	Hagfish
Waikoura	Freshwater crayfish

Seaweed	
	Bladder Kelp
Rimurapa	Bull Kelp
Pāeke/Kerengo/Huruhuru/Rimu	Seaweed species

- 5.2 The imi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of the Miheke (Taonga) Species and identify how Moriori exercise tchiekitanga respect of the Miheke Species.

## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

- 5.3 The Ministry will recognise and provide for the input and participation of Moriori into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the imi fisheries plan in accordance with clause [6.1]. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Imi Fisheries Forums where any relevant national fisheries plans include matters relating to Miheke Species management that affects the Protocol Area.
- 5.4 The Minister will have particular regard to how Moriori exercise tchiekitanga when making certain sustainability decisions that relate to the management of the Miheke Species. In considering any proposal affecting the Miheke Species in the Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Moriori in the Miheke Species are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult with the Governance Entity on any proposal concerning the Miheke Species in accordance with clause 52.
- 5.5 The Ministry recognises that Moriori have an interest in the research relating to tuna/eels. Where Moriori seek to conduct research on tuna/eels, the Ministry will meet with the Governance Entity in a relevant Imi Fisheries Forum to discuss and advise on the requirements to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from the Governance Entity for a special permit under section 97 of the Fisheries Act 1996 relating to the enhancement of the tuna/eel fishery in the Protocol Area.
- 5.6 The Ministry acknowledges that Moriori have an interest in the possible enhancement of the tuna/eel fishery through the transfer of elvers and the possibility of farming tuna/eels.
- 5.7 The Ministry will explore with the Governance Entity how it might assist, within existing policy and legal frameworks and with available resources, any Moriori proposals for the enhancement of the tuna/eel fishery. Such proposals may include proposals for special permits to take tuna/eels from waterways within the Protocol Area as part of any enhancement or aquaculture project.
- 5.8 The Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm tuna/eels will be granted.

### 6 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS

- 6.1 Moriori are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed, that relate to the Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits research and compliance services) required to meet these goals and outcomes.
- 6.2 Moriori input and participation will be recognised and provided for through the imi fisheries plan referred to in clause [7.1], which the Minister must have particular regard to when making sustainability decisions that relate to the Protocol Area.
- 6.3 Where it is intended that any sustainability measures will be set or varied that relate to the Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will

## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

ensure that the input and participation of Moriori is provided for. This will include consulting the Governance Entity on those proposed sustainability measures.

#### 7 IMI FISHERIES PLAN

- 7.1 The Governance Entity will develop an imi fisheries plan that relates to the Protocol Area.
- 7.2 The Ministry will assist the Governance Entity, within the resources available to the Ministry, to develop an imi fisheries plan that relates to the Protocol Area.
- 7.3 The Ministry and the Governance Entity agree that the imi fisheries plan will address:
  - 7.3.1 the objectives of the imi for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Protocol Area;
  - 7.3.2 how Moriori will exercise tchiekitanga in the Protocol Area;
  - 7.3.3 how the Governance Entity will participate in fisheries planning in the Protocol Area; and
  - 7.3.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.
- 7.4 The Ministry and the Governance Entity agree to meet as soon as reasonably practicable after the Minister issues this Protocol being issued, to discuss:
  - 7.4.1 the content of the imi fisheries plan, including how the plan will legally express, protect and recognise the mana of Moriori; and
  - 7.4.2 ways in which the Ministry will work with the Governance Entity to develop and review the imi fisheries plan.

#### 8 PARTICIPATION IN IMI FISHERIES FORUMS

- 8.1 The Ministry will provide opportunities for Moriori to have input and participate in any Imi Fisheries Forums relating to the Protocol Area, where the Ministry will engage with imi on fisheries management activities. The imi fisheries plan will guide the Moriori input into those forums. The Ministry will provide assistance, within the available resources, to those imi participating in the forums to develop forum fisheries plans.

#### 9 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 9.1 The Ministry undertakes to provide the Governance Entity with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
  - 9.1.1 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and

## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

- 9.1.2 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

#### 10 CONTRACTING FOR FISHERIES SERVICES

- 10.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of fisheries services that may impact on the management of customary fisheries within the Protocol Area, if the Ministry is proposing to enter into such a contract.
- 10.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other imi as well as those of Moriori, and may be achieved by one or more of the following:
- 10.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;
  - 10.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and
  - 10.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.
- 10.3 If the Governance Entity is contracted for fisheries services then clause [10.1] will not apply in relation to those fisheries services.

#### 11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 11.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Moriori in relation to the Protocol Area.
- 11.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other imi as well as those of Moriori, and may be achieved by one or more of the following:
- 11.2.1 consultation on the job description and work programme;
  - 11.2.2 direct notification of the vacancy;
  - 11.2.3 consultation on the location of the position; and
  - 11.2.4 input into the selection of the interview panel.

#### 12 CONSULTATION

- 12.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

- 12.1.1 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 to be the subject of the consultation;
  - 12.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
  - 12.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
  - 12.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 12.2 Where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

### 13 RĀHUI

- 13.1 The Ministry recognises that rāhui is a traditional use and management practice of Moriori and supports their rights to place traditional rāhui over their customary fisheries.
- 13.2 The Ministry and Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by Moriori over their customary fisheries, and also the reasons for the rāhui.
- 13.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish 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 Moriori over their customary fisheries, in a manner consistent with the understandings outlined in clause [13.2] above.
- 13.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Moriori over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

### 14 INFORMATION EXCHANGE

- 14.1 The Governance Entity and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and the Governance Entity will as far as possible exchange any information that is of relevant mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and general law.



## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

14.2 At the request of the Governance Entity, the Ministry will:

- 14.2.1 make available all existing information held by, or reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Protocol; and/or
- 14.2.2 where it is reasonably practicable, provide a representative to attend a meeting with the Governance Entity.

14.3 In consideration of a request made under clause 15.2 for information or advice, the Ministry will have regard to the following:

- 14.3.1 whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
- 14.3.2 whether making the information available would contravene the provisions of an enactment;
- 14.3.3 the time and cost involved in researching, collating, and providing the information or advice; and
- 14.3.4 whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.

14.4 In consideration of a request made under clause 15.2 for the Ministry to attend a meeting with the Governance Entity:

- 14.4.1 the Ministry will determine the appropriate representative to attend; and
- 14.4.2 in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
  - 14.4.2.1. the number and frequency of such requests the Ministry has received from the Governance Entity;
  - 14.4.2.2. the time and place of the meeting and the adequacy of notice given; and
  - 14.4.2.3. the time and cost involved in complying with the request.

### 15 PROVISION OF NON-FISHERIES SERVICES AND RESEARCH

15.1 Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.

15.2 Where the Ministry undertakes on contracts for non-fisheries related services or research, and where the Ministry considers it to have a direct impact on the Protocol Area, the Ministry will:

## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

- 15.2.1 notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;
- 15.2.2 where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
- 15.2.3 advise the Governance Entity of the provider it has chosen;
- 15.2.4 at the Ministry's discretion, require any research provider to engage with the Governance Entity, and
- 15.2.5 provide the Governance Entity with the results of that research, as appropriate.

## 16 MORIORI VIEWS ON BIOSECURITY

- 16.1 In any interactions with Moriori in relation to biosecurity, the Ministry acknowledges the following views of Moriori:
  - 16.1.1 the indigenous biodiversity of Rēkohu/Chatham Islands is a core part of Moriori natural and cultural heritage, and is important to the social and economic well-being of residents of Rēkohu/Chatham Islands;
  - 16.1.2 pests and diseases not currently present on Rēkohu/Chatham Islands could pose a serious threat to Moriori cultural values and limit future opportunities to provide for the social and economic wellbeing of residents of Rēkohu/Chatham Islands;
  - 16.1.3 despite the significant physical distance between Rēkohu/Chatham Islands and mainland New Zealand, threats to biodiversity from pests and diseases are still possible and measures to enhance protection for Rēkohu/Chatham Islands may need to be considered;
  - 16.1.4 the benefits of guarding against biosecurity threats to Rēkohu/Chatham Islands have the potential to include the islands becoming a source of disease-free flora and fauna that could be of benefit to mainland New Zealand.

## 17 DISPUTE RESOLUTION

- 17.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:
  - 17.1.1 within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
  - 17.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause [16.1], the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;

## DOCUMENTS

### 4.2: PRIMARY INDUSTRIES PROTOCOL

17.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses [16.1.1] and [16.1.2] having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

17.2 In the context of any dispute that has been initiated under clause [16.1], the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and Moriori are, in accordance with clause [2.1] of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

### 18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

18.1 If the Ministry consults with imi on policy development or any proposed legislative amendment which impacts upon this Protocol, the Ministry shall:

18.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which imi will be consulted; and

18.1.2 make available to the Governance Entity the information provided to imi as part of the consultation process referred to in this clause; and

18.1.3 report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.

### 19 DEFINITIONS

19.1 In this Protocol:

**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;

**Fisheries Legislation** means the *Fisheries Act 1983* and the *Fisheries Act 1996*, the *Treaty of Waitangi (Fisheries Claims) Settlement Act 1992*, the *Maori Commercial Aquaculture Claims Settlement Act 2004*, the *Maori Fisheries Act 2004*, and any regulations made under these Acts;

**Governance Entity** means the Moriori Imi Settlement Trust;

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

**Protocol Area** means the area shown in the map at **Attachment A**;

**Settlement Date** means [ ].



DOCUMENTS

4.2: PRIMARY INDUSTRIES PROTOCOL

**SIGNED** for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Food Safety

\_\_\_\_\_  
Signature

**WITNESS**

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

Occupation:

Address:

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

\_\_\_\_\_  
Signature

**WITNESS**

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

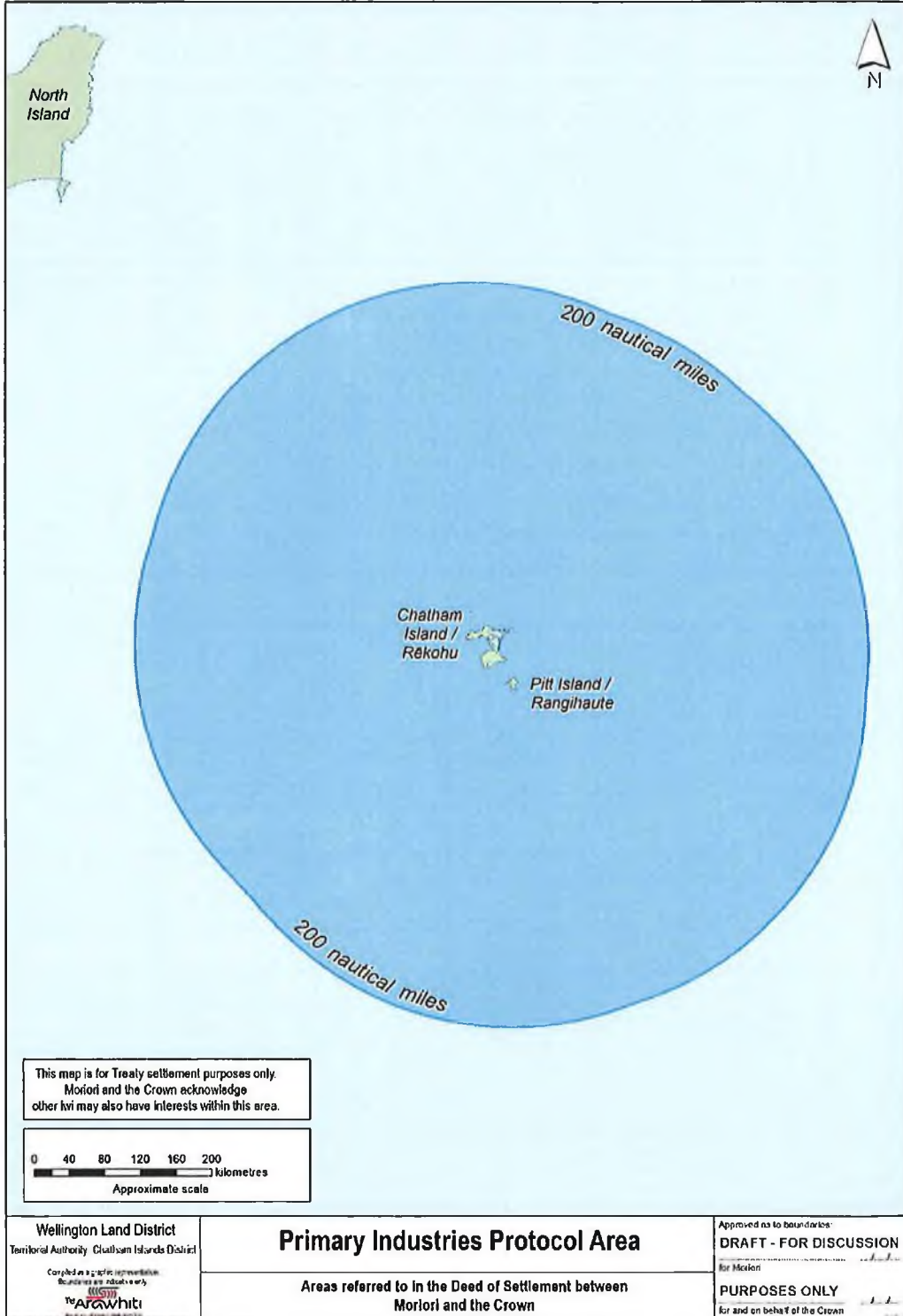
Occupation:

Address:

DOCUMENTS

4.2: PRIMARY INDUSTRIES PROTOCOL

ATTACHMENT A  
PROTOCOL AREA



sk

DOCUMENTS

4.2: PRIMARY INDUSTRIES PROTOCOL

**ATTACHMENT B  
TERMS OF ISSUE**

**1. Provisions of the Deed of Settlement relating to this Protocol**

1.1 The Deed of Settlement provides that [ ].

**2. Authority to issue, amend or cancel Protocols**

2.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

**3. Protocols subject to rights and obligations**

3.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other imi, hapū, marae, hūnau or other representatives of tangata whenua.

**4. Noting of Protocols**

4.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

**5. Enforceability of Protocols**

5.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*

5.2 The provisions included in the Settlement Legislation under clauses [ ] and [ ] of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

## DOCUMENTS

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### 4.2: PRIMARY INDUSTRIES PROTOCOL

#### 6. Limitation of rights

- 6.1 Section [ ] of the Settlement Legislation provides that: *[Quote the section of the Settlement Legislation included in accordance with clauses [ ] of the Deed of Settlement]*



5 ENCUMBRANCES



DOCUMENTS

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**5.1: RESTRICTIVE COVENANT FOR GLORY HOUSING PROPERTY**

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**5.1 Restrictive covenant for Glory housing property**

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gc



DOCUMENTS

5.1: RESTRICTIVE COVENANT FOR GLORY HOUSING PROPERTY

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

FORM 26

Covenant Instrument to note land covenant (in gross)
(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

[THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST]

Covenantee

HER MAJESTY THE QUEEN ACTING THROUGH THE MINISTER OF CONSERVATION

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, grants to the Covenantee (and, if so stated, in gross) the covenant(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

Schedule A

Continue in additional Annexure Schedule, if required

Table with 4 columns: Purpose of covenant, Shown (plan reference), Burdened Land (Record of Title), Benefited Land (Record of Title) or in gross. Row 1: Restrictive Covenant in Gross pursuant to section [ ] of the [ ] Claims Settlement Act [ ], [Area [ ] on SO [ ] (shown as 'A' on OMCR-064-30 (subject to survey))], [Section [ ] SO [ ] (formerly Part Rangiauria 3; subject to survey)], In Gross

Attestation

Attestation form with fields for Signature [common seal] of Covenantor, Signed in my presence by the Covenantor, Signature of witness, Witness to complete in BLOCK letters (unless legibly printed), Witness name, Occupation, Address.

Handwritten signature

Handwritten signature

DOCUMENTS

5.1: RESTRICTIVE COVENANT FOR GLORY HOUSING PROPERTY

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

<p><b>Signed on behalf of Her Majesty the Queen acting by and through the Minister of Conservation</b> by [ ] [title] [district] pursuant to a written delegation from the Minister of Conservation dated [ ].</p> <p>_____ Signature of Covenantee</p>	<p>Signed in my presence by the Covenantee</p> <p>_____ <i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p><i>Witness name</i></p> <p><i>Occupation</i></p> <p><i>Address</i></p>
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**Covenant rights and powers (including terms, covenants and conditions)**

The provisions applying to the specified covenants are those set out in Annexure Schedule 1.

**DOCUMENTS**

**5.1: RESTRICTIVE COVENANT FOR GLORY HOUSING PROPERTY**

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

**Form L**

**Annexure Schedule 1**

Page 1 of 2 Pages

*Insert instrument type*

**Restrictive Land Covenant**

*Continue in additional Annexure Schedule, if required*

**1 Restrictive Covenant**

1.1 The Grantor will not carry out or permit to be carried out any development on the Covenant Area (or any part of it) including, without limitation, the erection of any fence, building, structure or other improvement for any purpose with the exception of any development comprising low impact building(s) and related improvements carried out on the Covenant Area for housing purposes provided that such development complies with the relevant territorial authority's then operative District Plan and all required consents are granted.

1.2 For the purposes of clause 1.1, the term "Covenant Area" means the area [shown as 'A' on deed plan OMCR-064-24 (subject to survey)].

**2 Construction of Covenant in Gross**

2.1 This restrictive covenant in gross is enforceable by:

- (a) the Grantee;
- (b) the Grantee's assigns; and
- (c) persons claiming through the Grantee.

2.2 This restrictive covenant in gross binds:

- (a) the Grantor;
- (b) the Grantor's successors in title; and
- (c) persons claiming through the Grantor or the Grantor's successors in title.

2.3 For the purposes of this clause 2 the Grantor's successors in title include an occupier for the time being of the Burdened Land.

**3 Legal Effect of Covenant in Gross**

3.1 This restrictive covenant in gross is binding in equity on:

- (a) every person who becomes the registered proprietor of the Burdened Land:
  - (i) whether by acquisition from the Grantor or from any of the Grantor's successors in title;
  - (ii) whether or not for valuable consideration; and
  - (iii) whether by operation of law or in any other manner; and
- (b) every person who is for the time being the occupier of the Burdened Land.

## DOCUMENTS

### 5.1: RESTRICTIVE COVENANT FOR GLORY HOUSING PROPERTY

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Annexure Schedule 1

Page 2 of 2 Pages

*Insert instrument type*

Restrictive Land Covenant

*Continue in additional Annexure Schedule, if required*

- 3.2 This restrictive covenant in gross ceases to be binding on a person referred to in this clause 3 when that person ceases to be the owner or occupier of the Burdened Land, but without prejudice to that person's liability for breach of the covenant arising before that person ceased to be the owner or occupier of the Burdened Land.
- 3.3 The benefit of this restrictive covenant in gross may be assigned or transferred.
- 3.4 The provisions of this clause 3 override any other rule of law or equity but are subject to clause 4.
- 4 Whether and to what extent administrator bound by covenant in gross**
- 4.1 An administrator of the estate of a person who was bound, at the time of that person's death, by this restrictive covenant in gross is bound by this restrictive covenant:
- (a) only if assets of the estate are available in the administrator's hand for meeting the obligation under the restrictive covenant; and
  - (b) if so, only to the extent that they are so available.

DOCUMENTS

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5.2: LEASE FOR GLORY BLOCK

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5.2 Lease for Glory block

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A small, stylized handwritten mark in blue ink, possibly a signature or initials, located in the bottom left corner of the page.A handwritten signature in blue ink, located in the bottom right corner of the page.

DOCUMENTS

5.2: LEASE FOR GLORY BLOCK

AGREEMENT TO LEASE made this                      day of                      201X

BETWEEN

THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST (called Moriori)

AND

HER MAJESTY THE QUEEN acting through the Minister of Conservation (called the Crown)

**MORIORI LEASES** to the Crown and the Crown takes on lease the land described in the First Schedule (called the Land) **FOR A TERM** of thirty years commencing on [ ] at a **RENTAL** of ten cents per annum **UPON THE FOLLOWING TERMS AND CONDITIONS:**

1. The Crown is the owner of the building on the Land known as Glory Cottage.
2. The Crown is to lease the land for the purpose of preserving the Glory Cottage in perpetuity as a place of historic interest, including making it available to the Pitt Island community and the visiting public.
3. In exercising its powers under this Lease, the Crown may at times exclude the public (but not including Moriori) from the Land.
4. Moriori shall pay all rates and other outgoings in respect of the Land. The Crown shall pay any utility charges incurred in using the Land.
5. The Lease is for the Term described above.
6. If the Crown gives Moriori at least three month's written notice of its wish to renew this Lease and at the time notice is so given the Crown is not in breach of the Lease, then Moriori must renew the Lease for a further term of thirty years on the same terms and conditions expressed in this Lease. It is the intention of the parties that this Lease or a similar arrangement shall continue in perpetuity.
7. During the Term of the Lease the Crown is to manage the Land as if the Crown were an administering body of a reserve; but excluding any power to grant rights to third parties that may be granted by an administering body.
8. The parties acknowledge that limited overnight use of the Glory Cottage is permitted and is at the discretion of the Crown.
9. The Crown must comply with the provisions of the Resource Management Act 1991, Building Act 2004, Health and Safety at Work Act 2015 and other statutory provisions normally binding on the Crown.
10. The Crown may erect fencing and/or other facilities on the Land for land management purposes but must first consult with Moriori as to the type, form and location of any fencing and/or other facilities.
11. The Crown must maintain the Land, the Glory Cottage, and any fencing and facilities it erected on the Land in good order and repair.





## DOCUMENTS

### 5.2: LEASE FOR GLORY BLOCK

12. Notwithstanding Clause 10, Moriori must make good damage to any fencing and facilities where such damage is caused through its negligence or wilful actions.
13. Moriori and their employees or agents may at all reasonable times on giving prior notice to the Crown enter the Land to view the condition of the Land, any fencing and facilities.
14. The Crown must not:
  - (i) allow any act or thing to be done on the Land which may be or might become a nuisance, disturbance or annoyance to Moriori and the Crown shall conduct its activities in a clean, quiet and orderly manner. However, the carrying on by the Crown in a reasonable manner of the authorised use or any use to which Moriori has consented is deemed not to breach this provision;
  - (ii) cause any unnecessary damage to the Land and make good any damage caused to a reasonable standard.
15. If the Crown complies with its obligations under this Lease, then it quietly holds and enjoys the Land throughout the term without interruption by Moriori or any person claiming under Moriori.
16. The Crown must not assign, sublet or otherwise part with possession of the Land or any part thereof without first obtaining the written consent of Moriori which is not to be unreasonably withheld.
17. The Crown may at any time surrender this Lease by giving one month's written notice to Moriori. If Moriori wants any fencing and facilities removed from the Land, then the Crown must remove them within 3 months of the date of surrender and leave the Land in a clean and tidy state (the Crown need not remove the Glory Cottage and any subsurface facilities). If Moriori wishes any fencing and facilities to remain then they shall become the property of Moriori on the date of surrender. However, agreement as to ownership and future management of the Glory Cottage is a matter that would need to be agreed between the parties at this time.
18. Moriori may terminate this Lease either in whole or in part by 14 days' notice to the Crown or such sooner period as it appears necessary and reasonable to Moriori if:
  - (i) the Crown breaches any terms of this Lease and in Moriori's sole opinion the breach is able to be rectified; and
  - (ii) Moriori has notified the Crown of the breach; and
  - (iii) the Crown does not rectify the breach within 20 working days of receiving notification; or
  - (iv) by notice in writing to the Crown where the Crown breaches any terms of this Lease and in the sole opinion of Moriori the breach is not capable of being rectified.
19. Moriori is not required to do any act or thing to enable this lease to be registered.
20. The Crown may register a caveat to protect its interest under this Lease.
21. Each party is to pay its own costs of and incidental to the perusal and execution of this Lease.
22. If a dispute arises between the parties in connection with this Lease the parties must, without prejudice to any other rights or entitlements they may have, attempt to resolve the dispute by agreement using informal dispute resolution techniques such as negotiation, mediation,



## DOCUMENTS

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### 5.2: LEASE FOR GLORY BLOCK

independent expert appraisal or any other alternative dispute resolution technique. The rules governing any such technique adopted are to be agreed between the parties.

23. If the dispute cannot be resolved by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to the Disputes Tribunal, where relevant, or to arbitration, which arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996.
24. If the parties do not agree on an arbitrator within 10 working days of a party giving written notice of the requirement to appoint an arbitrator, the President of the New Zealand Law Society is to appoint the arbitrator. In either case the arbitrator must not be a person who has participated in an informal dispute resolution procedure in respect of the dispute.
25. The arbitrator must include in the arbitration award reasons for the determination.
26. Despite the existence of a dispute, each party must continue to perform its obligations under this Lease.

DOCUMENTS

5.2: LEASE FOR GLORY BLOCK

IN WITNESS WHEREOF this Agreement to Lease was signed on the date first mentioned

SIGNED on behalf of

THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST

by

\_\_\_\_\_  
Name of Trustee:

In the presence of:

\_\_\_\_\_  
Name of Trustee:

\_\_\_\_\_  
Witness name:

Witness occupation:

Address:

\_\_\_\_\_  
Name of Trustee:

In the presence of:

\_\_\_\_\_  
Name of Trustee:

\_\_\_\_\_  
Witness name:

Witness occupation:

Address:

\_\_\_\_\_  
Name of Trustee:

DOCUMENTS

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5.2: LEASE FOR GLORY BLOCK

**SIGNED** on behalf of the Crown

by

---

acting under a delegated authority from  
the Director-General of Conservation

In the presence of:

---

Witness name:

Witness occupation:

Address:



DOCUMENTS

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5.2: LEASE FOR GLORY BLOCK

**FIRST SCHEDULE - the Leased Land**

All that piece of land containing approximately xxxxx hectares, more or less being Section [ ] SO [ ]. Part record of title XX

[Text to be deleted once lease area surveyed: (Formerly Part Rangiauria 1 as shown marked blue on Deed plan OMCR-064-23)]



DOCUMENTS

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**5.3: RIGHT OF WAY EASEMENT FOR GLORY BLOCK**

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**5.3 Right of way easement for Glory block**

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DOCUMENTS

5.3: RIGHT OF WAY EASEMENT FOR GLORY BLOCK

Easement Type A

Approved by Registrar-General of Land under No.2007/6225  
Easement instrument to grant easement or profit à prendre  
Section 109 Land Transfer Act 2017

Land registration district

WELLINGTON

[BARCODE]

Grantor

[the Trustees of the Moriori Imi Settlement Trust]

Grantee

Her Majesty the Queen 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

Signed by the TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST as Grantor

Name of Trustee:

Name of Trustee:

Signed in my presence by the Grantor

Signature of witness

Witness name  
Occupation  
Address

Signed for and on behalf of HER MAJESTY THE QUEEN 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

Signature of witness

Witness name  
Occupation  
Address

Certified correct for the purposes of the Land Transfer Act 2017

[Signature line]

Solicitor for the Grantee

SK

[Signature]

DOCUMENTS

5.3: RIGHT OF WAY EASEMENT FOR GLORY BLOCK

Approved by Registrar-General of Land under No.2007/6225

Annexure Schedule 1

Easement Instrument

Dated

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Pages

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	[The area shown with red pecked line on deed plan OMCR-064-23 (the easement area will be generally 5 metres wide) subject to survey.]	[Section [ ] on SO Plan [ ] 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 the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

All signing parties and either their witnesses or solicitors must sign or initial in this box



DOCUMENTS

5.3: RIGHT OF WAY EASEMENT FOR GLORY BLOCK

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

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Pages

Continue in additional Annexure Schedule, if required.

1. DEFINITIONS AND CONSTRUCTION

1.1. Definitions:

In this Easement Instrument, unless the context otherwise requires:

1.1.1. "Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister.

1.2. Construction:

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1. the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2. references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;
- 1.2.3. references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4. the singular includes the plural and vice versa, and words importing any gender include the other genders.

2. OPERATIVE CLAUSE

2.1. The Grantor transfers and grants to the Grantee in perpetuity the rights in the easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

3. RIGHT OF WAY

3.1. The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [red pecked line on deed plan OMCR-064-23] ("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.

All signing parties and either their witnesses or solicitors must sign or initial in this box

DOCUMENTS

5.3: RIGHT OF WAY EASEMENT FOR GLORY BLOCK

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

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Continue in additional Annexure Schedule, if required.

3.2. The right of way includes 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 undertake conservation activities.

3.3. The right of way includes:

3.3.1. 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;

3.3.2. 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;

3.3.3. 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 Grantor's Land; and

3.3.4. 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 Grantor's Land.

3.4. Apart from as provided for in clause 3.2, no dogs or other animal (including any dogs or other pets of any description whether on a leash or not, but excluding horses) may be taken on the Easement Area without the consent of the Grantor.

3.5. No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

4. GENERAL RIGHTS

4.1. 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 or of any other party or interfere with the efficient operation of the Easement Area.

4.2. Except as provided in this easement the Grantee must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

4.3. The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.

All signing parties and either their witnesses or solicitors must sign or initial in this box

DOCUMENTS

5.3: RIGHT OF WAY EASEMENT FOR GLORY BLOCK

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

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Continue in additional Annexure Schedule, if required.

5. REPAIR, MAINTENANCE, AND COSTS

5.1. Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 is varied and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

6. RIGHTS OF ENTRY

6.1. 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:

- 6.1.1. enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 6.1.2. remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and
- 6.1.3. leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.

6.2. The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.

6.3. The Grantee must ensure that all work is performed in a proper and workmanlike manner.

6.4. The Grantee must ensure that all work is completed promptly.

6.5. 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.

6.6. The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Burdened Land.

7. GRANTOR'S RIGHTS

7.1. 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 Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage provided that the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

All signing parties and either their witnesses or solicitors must sign or initial in this box

DOCUMENTS

5.3: RIGHT OF WAY EASEMENT FOR GLORY BLOCK

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

Dated

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Continue in additional Annexure Schedule, if required.

8. DEFAULT

8.1. If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:

- 8.1.1. 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
- 8.1.2. 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 Grantor's Land; and
- 8.1.3. 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
- 8.1.4. the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

9. DISPUTES

9.1. If a dispute in relation to this easement arises between the Grantor and Grantee:

- 9.1.1. the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- 9.1.2. 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
- 9.1.3. 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 sign or initial in this box

DOCUMENTS

5.3: RIGHT OF WAY EASEMENT FOR GLORY BLOCK

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

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Easement – Type A

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[Empty box for date]

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Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by the trustees of MORIORI IMI SETTLEMENT TRUST as Grantor:

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

In the presence of: \_\_\_\_\_

Name:

Occupation:

Address:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

5.3: RIGHT OF WAY EASEMENT FOR GLORY BLOCK

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

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Continue in additional Annexure Schedule, if required.

SCHEDULE

1 GRANTOR'S ADDRESS:

Moriori imi Settlement Trust

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

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5.4: RIGHT OF WAY EASEMENT FOR WAIPĀUA COASTAL PROPERTY

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5.4 Right of way easement for Waipāua coastal property

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*gl*

*[Signature]*

DOCUMENTS

5.4: RIGHT OF WAY EASEMENT FOR WAIPĀUA COASTAL PROPERTY

Easement Type A

Approved by Registrar-General of Land under No.2007/6225  
Easement instrument to grant easement or profit à prendre  
Section 109 Land Transfer Act 2017

Land registration district

WELLINGTON

[BARCODE]

Grantor

[the Trustees of the Moriori Imi Settlement Trust]

Grantee

Her Majesty the Queen 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

Signed by the Trustees of the MORIORI IMI SETTLEMENT TRUST as Grantor

Name of Trustee:

Name of Trustee:

Signed in my presence by the Grantor

Signature of witness

Witness name

Occupation

Address

Signed for and on behalf of HER MAJESTY THE QUEEN 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

Signature of witness

Witness name

Occupation

Address

Certified correct for the purposes of the Land Transfer Act 2017

Solicitor for the Grantee

gk



DOCUMENTS

5.4: RIGHT OF WAY EASEMENT FOR WAIPĀUA COASTAL PROPERTY

Approved by Registrar-General of Land under No.2007/6225

Annexure Schedule 1

Easement Instrument

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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	[The area shown with red pecked line on deed plan OMCR-064-29 (the easement area will be generally 5 metres wide) subject to survey.]	[Section [ ] on SO Plan [ ] 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 the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are **varied** by the provisions set out in Annexure Schedule 2.

All signing parties and either their witnesses or solicitors must sign or initial in this box

DOCUMENTS

5.4: RIGHT OF WAY EASEMENT FOR WAIPĀUA COASTAL PROPERTY

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

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Continue in additional Annexure Schedule, if required.

1. DEFINITIONS AND CONSTRUCTION

1.1. Definitions:

In this Easement Instrument, unless the context otherwise requires:

1.1.1. "Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister.

1.2. Construction:

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1. the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2. references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;
- 1.2.3. references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4. the singular includes the plural and vice versa, and words importing any gender include the other genders.

2. OPERATIVE CLAUSE

2.1. The Grantor transfers and grants to the Grantee in perpetuity the rights in the easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

3. RIGHT OF WAY

3.1. The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [red pecked line on deed plan OMCR-064-27 ("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.

All signing parties and either their witnesses or solicitors must sign or initial in this box

DOCUMENTS

5.4: RIGHT OF WAY EASEMENT FOR WAIPĀUA COASTAL PROPERTY

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

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Continue in additional Annexure Schedule, if required.

3.2. The right of way includes 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 undertake conservation activities.

3.3. The right of way includes:

3.3.1. 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;

3.3.2. 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;

3.3.3. 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 Grantor's Land; and

3.3.4. 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 Grantor's Land.

3.4. Apart from as provided for in clause 3.2, no dogs or other animal (including any dogs or other pets of any description whether on a leash or not, but excluding horses) may be taken on the Easement Area without the consent of the Grantor.

3.5. No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

4. GENERAL RIGHTS

4.1. 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 or of any other party or interfere with the efficient operation of the Easement Area.

4.2. Except as provided in this easement the Grantee must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

4.3. The Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.

All signing parties and either their witnesses or solicitors must sign or initial in this box

DOCUMENTS

5.4: RIGHT OF WAY EASEMENT FOR WAIPĀUA COASTAL PROPERTY

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

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Insert type of instrument

Easement – Type A

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Continue in additional Annexure Schedule, if required.

5. REPAIR, MAINTENANCE, AND COSTS

5.1. Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 is varied and replaced with the following: The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage.

6. RIGHTS OF ENTRY

6.1. 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:

- 6.1.1. enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
- 6.1.2. remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary work; and
- 6.1.3. leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.

6.2. The Grantee must ensure that as little damage or disturbance as possible is caused to the Burdened Land or to the Grantor.

6.3. The Grantee must ensure that all work is performed in a proper and workmanlike manner.

6.4. The Grantee must ensure that all work is completed promptly.

6.5. 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.

6.6. The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Burdened Land.

7. GRANTOR'S RIGHTS

7.1. 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 Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage provided that the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

All signing parties and either their witnesses or solicitors must sign or initial in this box

SK

DOCUMENTS

5.4: RIGHT OF WAY EASEMENT FOR WAIPĀUA COASTAL PROPERTY

Approved by the Registrar-General of Land under number 2003/5041

Annexure Schedule 2

Insert type of instrument

Easement – Type A

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Continue in additional Annexure Schedule, if required.

8. DEFAULT

8.1. If the Grantor or the Grantee does not meet the obligations implied or specified in this easement:

- 8.1.1. 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
- 8.1.2. 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 Grantor's Land; and
- 8.1.3. 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
- 8.1.4. the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

9. DISPUTES

9.1. If a dispute in relation to this easement arises between the Grantor and Grantee:

- 9.1.1. the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- 9.1.2. 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
- 9.1.3. 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 sign or initial in this box

DOCUMENTS

5.4: RIGHT OF WAY EASEMENT FOR WAIPĀUA COASTAL PROPERTY

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

Annexure Schedule 2

Insert type of instrument

Easement – Type A

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[Empty box for date]

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Continue in additional Annexure Schedule, if required.

Continuation of "Attestation"

Signed by the trustees of MORIORI IMI  
SETTLEMENT TRUST as Grantor:

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

\_\_\_\_\_  
[Name of Trustee]

In the presence of: \_\_\_\_\_

Name:  
Occupation:  
Address:

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

SK

[Handwritten signature]

DOCUMENTS

5.4: RIGHT OF WAY EASEMENT FOR WAIPĀUA COASTAL PROPERTY

Approved by the Registrar-General of Land under number 2003/5041

Easement Type A

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Continue in additional Annexure Schedule, if required.

SCHEDULE

3 GRANTOR'S ADDRESS:

Moriōri imi Settlement Trust

[enter address]

4 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

DOCUMENTS

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**5.5: RIGHT OF WAY EASEMENT FOR GLORY HOUSING PROPERTY**

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**5.5 Right of way easement for Glory housing property**

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sk





DOCUMENTS

**5.5: RIGHT OF WAY EASEMENT FOR GLORY HOUSING PROPERTY**

**Easement instrument to grant easement or *profit à prendre*  
Section 109, Land Transfer Act 2017**

Land registration district

Wellington

**Grantor**

*Surnames must be underlined.*

**THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST**

**Grantee**

*Surnames must be underlined.*

**THE TRUSTEES OF THE MORIORI IMI SETTLEMENT TRUST**

**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).

**Schedule A**

*Continue in additional Annexure Schedule if required.*

Purpose of Easement or <i>Profit à prendre</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	[The area shown with purple pecked line on deed plan OMCR-064-24 (the easement area will be generally 5 metres wide) subject to survey.]  <b>Easement Area</b>	[Section [ ] on SO Plan [ ] Subject to survey]  <b>Grantor's Land</b>	[Section [ ] on SO Plan [ ] Subject to survey]

**Easements or *profits à prendre* rights and powers (including terms, co venants, 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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007.

The implied rights and powers are **varied** by:

The provisions set out in the Annexure Schedule.

SK



DOCUMENTS

5.5: RIGHT OF WAY EASEMENT FOR GLORY HOUSING PROPERTY

Annexure Schedule

Insert type of instrument

Easement

Dated

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Pages

*Continue in additional Annexure Schedule, if required.*

**Continuation of "Easements or profits à prendre rights and powers (including terms, covenants, and conditions)"**

The following applies to all easements created by this instrument:

**Definitions**

"Grantee means [*the trustees of the Moriori post-settlement governance entity*] [*names to be inserted and any reference to a trust to be deleted*], its agents, employees, contractors, invitees, licensees and tenants, including an occupier for the time being of the Benefitted Land.

"Grantor" means [*the trustees of the Moriori post-settlement governance entity*] [*names to be inserted and any reference to a trust to be deleted*], its agents, employees, contractors, invitees, licensees and tenants.

**Right of way**

- 1.1 The right of way includes the right for the grantee, in common with the grantor and other persons to whom the grantor may grant similar rights to at all times go over and along the Easement Area by vehicle, with horses or on foot.
- 1.2 The right of way includes—
  - 1.2.1 the right to construct, repair and maintain the access track ("the track") on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
  - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
  - 1.2.3 the right for the grantee to improve the Easement Area in any way it considers expedient but consistent with its purpose of providing access in accordance with clause 1.1, including the installation of track markers;
  - 1.2.4 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 Grantor's Land; and
  - 1.2.5 the right to be accompanied by dogs if necessary for conservation work.
- 1.3 Except for as provided in clauses 1.1 and 1.2.5, no 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.

DOCUMENTS

5.5: RIGHT OF WAY EASEMENT FOR GLORY HOUSING PROPERTY

Annexure Schedule

Insert type of instrument

Easement Dated [ ] Page 2 of 3 Pages

Continue in additional Annexure Schedule, if required.

- 1.4 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the grantor.
- 1.5 The grantee may not light any fires or deposit any rubbish or other materials on the Easement Area.
- 2 General rights**
- 2.1 The grantor must not do and must not allow to be done on the Grantor's Land anything (other than reasonable grazing arrangements) that may interfere with or restrict the rights under this Easement or of any other party or interfere with the efficient operation of the Easement Area.
- 2.2 Except as provided in this Easement the grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
- 3 Repair, maintenance, and costs**
- 3.1 The grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
- 3.2 If the grantee (or grantees if more than one) and the grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, in the proportions in which they use the track, so as to keep the track to a standard suitable for their use.
- 3.3 The grantee (or grantees if more than one) and the grantor must meet any associated requirements of the relevant local authority, in the proportions in which they use the track.
- 3.4 The grantee (or grantees if more than one) must repair all damage that may be caused by the negligent or improper exercise by the grantee of any right or power conferred by this Easement.
- 3.5 The grantor must repair at its cost all damage caused to the track through its negligence or improper actions.
- 3.6 However, if the repair and maintenance of the track is only partly attributable to the negligent or improper exercise of any right or power conferred by this Easement by the grantor or grantee (or grantees if more than one),—
  - 3.6.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to the negligent or improper exercise of any right or power conferred by this Easement; and

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5.5: RIGHT OF WAY EASEMENT FOR GLORY HOUSING PROPERTY

Annexure Schedule

Insert type of instrument

Easement

Dated

Page

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of

3

Pages

Continue in additional Annexure Schedule, if required.

3.6.2 the balance of those costs is payable in accordance with clause 3.2.

**4 Rights of entry**

4.1 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 -

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment;

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

4.2 The grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the grantor.

4.3 The grantee must ensure that all work is performed in a proper and workmanlike manner.

4.4 The grantee must ensure that all work is completed promptly.

4.5 The grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.

4.6 The grantee must compensate the grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

SK

**6 RANGIHAUTE LAND TRUST DEED**



# Deed of Trust constituting the Rangihaute Land Trust

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The trustees of the Moriori Imi Settlement Trust

The Original Trustees

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6: RANGIHAUTE LAND TRUST DEED

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### 6: RANGIHAUTE LAND TRUST DEED

Date:

#### PARTIES

The trustees of the Moriori Imi Settlement Trust (*Settlor*)

[Maui Solomon and Tom Lanauze] (*Trustees*)

#### BACKGROUND

- A The Settlor and the Trustees wish to establish a trust to pursue charitable objects in relation to the community of Rangihaute (Pitt Island) (*Rangihaute*) in the Chatham Islands, to be known (subject to clause 3 of this deed) as the Rangihaute Land Trust, for the objects set out in this deed.
- B The settlor has agreed to use the Glory and Waihere lands to assist in developing the cultural, social, economic and environmental capacity of Rangihaute/Pitt Island to contribute to the present and future well-being of the Rangihaute environment and community.
- C The Settlor has decided to settle a nominal amount of \$10 (*Nominal Settlement*) and become the Settlor of the Trust so that the Trust can be established.
- D The Trust Fund shall comprise the Nominal Settlement and any other Property (including in particular the Assigned Rents) paid to or transferred to the Trustees with the direction that it be held on the trusts of this Trust.
- E The Settlor and the Trustees have agreed to enter into this deed for the purpose of declaring and constituting the Trust, specifying its objects, and providing for its control, governance and regulation.

#### OPERATIVE PART

##### 1 INTERPRETATION

###### 1.1 In this deed:

*Assigned Rents* means the assigned rights described in clause 2.2.

*Conflict Transaction* is defined in clause 13.2.

*Donated Property Restrictions* is defined in clause 10.5.

*Financial Year* means the 12 months (or, in the case of the period from the date of this deed until the succeeding 31 March, that shorter period) ending on 31 March.

*Objects* is defined in clause 4.2.

*Original Trustees* means [*insert names*].



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### 6: RANGIHAUTE LAND TRUST DEED

*Property* means all property (whether real or personal) and includes choses in action, rights, interests and money.

*Security* means any share, stock, debenture, debenture stock, bond, note, option, or form of other security.

*Tax Act* means the Income Tax Act 2007.

*Trust* means the trust created by this deed.

*Trust Fund* means the Property that is from time to time held by the Trustees on the trusts of this deed and the income that is from time to time held by the Trustees on the trusts of this deed.

*Trustee* means a trustee for the time being of the Trust.

1.2 In this deed, unless the context otherwise requires:

- (a) references to clauses are to clauses of this deed;
- (b) references to a schedule are to the Schedule to this deed;
- (c) references to this deed include the Schedule;
- (d) words importing the singular include the plural and vice versa;
- (e) words importing one gender include the others; and
- (f) the contents pages and the headings to clauses are for convenience only and are not part of the content of this deed.

1.3 In the interpretation of the Schedule, unless the context otherwise requires:

- (a) terms or expressions have the meanings given to them by this deed; and
- (b) reference to a clause is a reference to a clause of the Schedule.

1.4 Reference to a statute or statutory provision includes that statute or provision as amended, modified, re-enacted or replaced from time to time.

## 2 SETTLEMENT OF NOMINAL SETTLEMENT AND DIRECTION AND ACKNOWLEDGEMENT OF TRUST

### 2.1 Settlement of Nominal Settlement

The Settlor will pay the Nominal Settlement to the Trustees (the receipt of which is hereby acknowledged) immediately following the date of this deed.

### 2.2 Assigned Rights

The Settlor will, following the execution of this deed, enter into a deed assigning absolutely to the Trustees, for the Trust, rights to income relating to each of:

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### 6: RANGIHAUTE LAND TRUST DEED

- (a) the Glory block; and
- (b) the Waihere block, -

as each of those blocks of land is described in and to be vested in the Settlor under the Mori Claims Settlement Act [2019].

#### 2.3 Direction and acknowledgement

The Settlor directs the Trustees to, and the Trustees acknowledge that the Trustees have been directed to and will, hold the Nominal Settlement and other Property in the Trust Fund upon the trusts and with the powers set out in this deed.

#### 2.4 Further funding

The Trustees may seek further funding from appropriate sources in order to advance the Objects.

### 3 NAME OF TRUST

The Trust is known as the Rangihaute Land Trust but the Settlor may amend or change the name by deed.

### 4 OBJECTS OF TRUST

- 4.1 The Settlor declares that the Rangihaute Land Trust is a trust for charitable purposes and directs that the Trust Fund must be applied and used exclusively by the Trustees for such of the objects listed in clause 4.2 (the *Objects*) as the Trustees from time to time decide, in their absolute discretion, will benefit the community on Rangihaute and those persons and families who have hokopapa, cultural, social and family connections to Rangihaute and the viability of living on Rangihaute.
- 4.2 The specific objects of the Trust are to advance the following in relation to the community on Rangihaute and those persons who have hokopapa, cultural, social and family connections to Rangihaute:
  - (a) the relief of poverty; and
  - (b) the advancement of any other purposes beneficial to the community on Rangihaute and those who hokopapa to Rangihaute; and
  - (c) the advancement of any other purposes that are charitable under the law of New Zealand.
- 4.3 Without either limiting the generality of or expanding on the scope of clauses 4.1 and 4.2, it is expected that the Trustees will primarily further the Objects of the Trust through such activities as:
  - (a) providing funding assistance towards natural environment protection and enhancement projects on Rangihaute; and

## DOCUMENTS

### 6: RANGIHAUTE LAND TRUST DEED

- (b) providing funding assistance towards the establishment of a community and/or cultural centre or other similar facilities on Rangihaute; and
- (c) providing funding assistance towards cultural, social, educational, economic or sporting activities on Rangihaute; and
- (d) assisting in the ease of communications between the population on Rangihaute and people who hokopapa to Rangihaute and others; and
- (e) assisting in the development of forestry projects on Rangihaute; and
- (f) assisting in the development of residential housing on Rangihaute.

#### 5 REGISTRATION

- 5.1 The Trustees will apply to register this deed with Charities Services in accordance with the Charities Act 2005 and having regard to application of the Tax Act.
- 5.2 The Trustees will take all steps reasonably available to them to ensure that the Trust is registered, remains registered and complies with all requirements of the Charities Act 2005 necessary to ensure continued charitable status under that Act and the Tax Act unless there is an amendment to the Tax Act or other relevant legislation that means that the charitable tax status of the Trust does not depend on compliance with the Charities Act 2005.

#### 6 APPLICATION OF INCOME

The Trustees may at any time, after payment of or provision for all costs, charges and expenses of the Trustees in respect of the establishment, management and administration of the Trust, pay or apply all or any of the income of the Trust to promote or advance such of the Objects as the Trustees determine.

#### 7 APPLICATION OF CAPITAL

The Trustees may at any time pay or apply all or any of the capital of the Trust to promote or advance such of the Objects as the Trustees determine.

#### 8 RECEIPT OF CHARITABLE RECIPIENT

The receipt of the secretary or treasurer or other proper officer of any charity or charitable purpose to which all or any of the Trust Fund is paid or applied will constitute a sufficient discharge to the Trustees for the payment or application.

#### 9 RESETTLEMENT

The Trustees have power in their discretion to settle or resettle all or any of the capital or income or Property of the Trust upon trust for the advancement or benefit of one or more of the Objects as the Trustees decide, but the settlement or resettlement must not breach the rule against perpetuities as it applies to charities.

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### 6: RANGIHAUTE LAND TRUST DEED

#### 10 INVESTMENT OF TRUST FUND

- 10.1 The Trustees may invest all or any of the Trust Fund in any Property that is from time to time permitted by the laws of New Zealand for the investment of the funds of trusts, including full power to buy or otherwise acquire any Property and full power to sell or otherwise dispose of any of the Trust Fund.
- 10.2 The Trustees will develop a policy for investment of liquid funds, when those funds are not being utilised in advancing the Objects, including seeking any appropriate advice in relation to such policy.
- 10.3 The Trustees may, if in their reasonable opinion such investment or other activity further the Objects, enter into loans, guarantees or other transactions on terms that are less favourable or involve more risk than would normally be accepted by a prudent person of business in managing the affairs of others.
- 10.4 The investment obligations of the Trustees under clause 10.3 constitute a contrary intention for the purposes of section 2(5) and (5A) of the Trustee Act 1956.
- 10.5 If Property is received by the Trustees subject to reservations, trusts, liabilities or obligations that are not inconsistent with the Objects of the Trust (*Donated Property Restrictions*), the Trustees must hold the Property (and any proceeds of sale of it) as part of the Trust Fund and subject to the Donated Property Restrictions and must make from the Trust Fund whatever payments or provisions or transactions are required by the Donated Property Restrictions.

#### 11 POWERS AND DISCRETIONS OF TRUSTEES

- 11.1 In addition to all the powers, authorities and discretions vested in the Trustees by law or by this deed (but subject to any Donated Property Restrictions), the Trustees in giving effect to the Objects in their discretion may at all times and from time to time exercise the fullest possible powers and authorities as if they were the beneficial owner of the Trust Fund.
- 11.2 Without prejudice to the generality of clause 11.1, the Trustees have the powers set out in the Schedule 1 and may in their discretion (but subject to any Donated Property Restrictions) exercise any one or more of those powers.
- 11.3 All powers and authorities and discretions that the Trustees have, including the powers in Schedule 1, may be exercised by the Trustees (subject to any Donated Property Restrictions) in their absolute discretion and from time to time and on such terms and conditions and in such manner and by such means as they think fit.
- 11.4 Without prejudice to the generality of clauses 11.1 to 11.3, the Trustees may engage a third party, under an appropriate written management contract, to provide any necessary management and administrative services to the Trust, including co-ordination of the activities of other suppliers to the Trust.
- 11.5 The Trustees will have full discretion whether or not to extend the term of the management arrangement described in clause 11.4.

## DOCUMENTS

### 6: RANGIHAUTE LAND TRUST DEED

11.6 Trustees may exercise such other powers not above prescribed providing they are consistent with the Trustee Act 1956 and are not in breach of the Charities Act 2005.

#### 12 BENEFITS OR ADVANTAGES

12.1 Notwithstanding anything to the contrary in this deed (but subject to clause 12.2), no person with some control over the business of the Trust is able to direct or divert, to their own benefit or advantage an amount from the Trust, except that:

- (a) the Trustees may receive full reimbursement for all costs, charges and expenses properly incurred by the Trustees in connection with the affairs of the Trust;
- (b) the Trustees may pay reasonable and proper remuneration to any person or firm or company (including a Trustee) in return for services actually rendered to the Trust.

12.2 Clause 12.1 does not apply if and to the extent that there is an amendment to the Tax Act or any other relevant legislation that results in a person with some control over the business of the Trust being able to direct or divert an amount derived by the Trust to their own benefit or advantage without compromising the charitable tax status of the Trust.

12.3 In this clause 12:

- (a) *benefit or advantage* has the meaning given to it in section CW 42(8) of the Tax Act; and
- (b) *person with some control over the business* has the meaning given to it by sections CW 42(5) to (7) of the Tax Act.

#### 13 CONFLICT TRANSACTIONS

13.1 Subject to clauses 13.2 and 13.3, the Trustees are entitled to act under this deed and to exercise all of the powers conferred on it even when the Trustees enter into or proposes to enter into a Conflict Transaction for any Trustee.

13.2 A Conflict Transaction exists when a Trustee is or may be or becomes associated with any company, partnership, organisation, group or trust with which the Trustee is transacting or dealing in the Trustee's capacity as Trustee.

13.3 When there is a Conflict Transaction, the Trustees may obtain a written confirmation from a lawyer, accountant or other reputable professional person of independent status that the Conflict Transaction is proper and in order for the Trustees to enter into.

#### 14 LIMITATION OF LIABILITY AND INDEMNITY

14.1 The Trustees are not liable for the consequence of any act or omission or for any loss unless the consequence or loss is attributable to their dishonesty or to the wilful commission by them of any act known by them to be a breach of trust or to the wilful omission by them of any act when the omission is known by them to be a breach of trust.

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### 6: RANGIHAUTE LAND TRUST DEED

14.2 The Trustees are not liable for any loss or cost to the Trust by any breaches of trust or defaults of any attorney, delegate, manager, agent or employee appointed or engaged or employed by them, despite any rule of law or equity to the contrary.

#### 15 ACCOUNTS AND AUDIT

15.1 The Trustees must ensure that adequate financial records are kept for the Trust.

15.2 The financial records must present the Trust's receipts, credits, payments, liabilities and all other matters necessary or appropriate in a way that shows the true state and condition of the financial affairs of the Trust.

15.3 The annual accounts of the Trust must be prepared by a chartered accountant appointed by the Trustees.

15.4 The Trustees must have the annual accounts audited unless there is unanimous resolution of the Trustees that no auditing is required.

15.5 The financial records and annual accounts will be kept at such place as the Trustees think fit.

15.6 The Trustees may change the balance date of the Trust.

#### 16 APPOINTMENT OF AND PROCEEDINGS OF TRUSTEES

16.1 The Original Trustees are the first Trustees of this Trust. These Trustees will hold this position for a period of 6 months after the date of this deed after which new appointments shall be made.

16.2 The permanent number of Trustees of the Trust shall be a minimum of 4 and a maximum of 5.

16.3 For the avoidance of doubt, the Settlor shall have the power at its sole discretion to appoint trustees to the Trust as the Settlor.

16.4 Appointment of a Trustee will be for an initial term of 3 years after which a Trustee shall step down. However, a Trustee may be reappointed by the Settlor for an additional term or terms of three years.

16.5 A minimum of 2 Trustees of the Trust shall be either residents or landowners of Rangihaute. The remaining Trustees of the Trust shall be either the representatives of the Settlor, representatives of the Hokotehi Moriori Trust or other such persons who the Settlor considers suitable to be Trustees of the Trust.

16.6 The Settlor has the power, by notice in writing to the Trustees, to:

(a) remove a Trustee from office; or

(b) appoint a new Trustee, as a replacement for a Trustee who has ceased to hold office or as an additional Trustee.

16.7 If there are no Trustees in office and the Settlor has ceased to exist or does not appoint new Trustees, the Trustee Act 1956 will govern the appointment of new Trustees.

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### 6: RANGIHAUTE LAND TRUST DEED

16.8 A person is not eligible to hold office as a Trustee if the person is not eligible to be an officer of a charitable entity due to a prohibition in the Charities Act 2005.

16.9 A person will cease to be a Trustee if:

- (a) the person resigns or retires by written notice to the Settlor and the other Trustees; or
- (b) the person becomes a person not eligible to hold office as a Trustee; or
- (c) the person dies; or
- (d) the person is removed from office by the Settlor by notice in writing; or
- (e) the person refuses for any material period of time to act as a Trustee.

16.10 All decisions of the Trustees will be by a majority. In the case of a drawn vote the chair shall have a casting vote to break a deadlock but for no other purpose.

16.11 The Settlor shall appoint one of the Trustees as chair and also appoint a vice-chair. The vice-chair may act as chair in the absence of the chair and shall have a casting vote in the case of a tied vote.

16.12 Notice of any meeting of the Trustees shall be given at least 7 days in advance unless otherwise agreed by Trustees. Meetings may be held either in person or by telephone or other electronic means providing all Trustees can hear one another.

16.13 Decisions of the Trustees may be made by:

- (a) a resolution passed at a meeting of the Trustees (including a meeting by telephone or other audible communication at which all Trustees are present and can hear the other Trustees at all material times); or
- (b) a resolution in writing signed by all Trustees.

16.14 The Trustees must keep adequate minutes of their meetings and all decisions in an appropriate minute book.

## 17 AMENDMENT OF DEED

Subject to any relevant legislation for the time being in force relating to charitable trusts, the Settlor has power by deed to amend, revoke or add to any of the provisions of this deed:

- (a) to the extent necessary to correct a manifest error; or
- (b) if and to the extent that it is necessary to do so for the Trust to qualify as a charitable trust under the Tax Act; and
- (c) to the extent otherwise necessary to facilitate the efficient administration of the Trust.

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### 6: RANGIHAUTE LAND TRUST DEED

#### 18 WINDING UP

- 18.1 The Trustees may at any time wind up the Trust if the Trustees resolve, with the written approval of the Settlor, that the Trust need no longer continue.
- 18.2 On the winding up, the Trustees will pay or apply such of the capital and income of the Trust Fund as then remains towards the furtherance of such of the Objects as the Trustees determine, including, with the written approval of the Settlor, transferring the assets to another organisation with a similar charitable purpose. If the Trustees and Settlor cannot agree on such application, the income and capital will be paid or applied to such of the Objects as a judge of the High Court of New Zealand directs.

#### 19 GOVERNING LAW

The Trust will be governed by and construed in accordance with the laws of New Zealand.

#### 20 EXECUTION

This deed may be executed in any number of counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A party may enter into this deed by signing any counterpart.



DOCUMENTS

6: RANGIHAUTE LAND TRUST DEED

EXECUTION

Signed by the trustees of  
the **Mori**ori Imi Settlement Trust in the  
presence of:

.....  
Witness signature

.....  
[*name*]

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

.....  
Witness signature

.....  
[*name*]

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

.....  
Witness signature

.....  
[*name*]

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

SK

DOCUMENTS

6: RANGIHAUTE LAND TRUST DEED

.....  
Witness signature

.....  
[name]

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

.....  
Witness signature

.....  
[name]

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

.....  
Witness signature

.....  
[name]

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

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6: RANGIHAUTE LAND TRUST DEED

**Signed by the Original Trustees**  
in the presence of:

.....  
Witness signature

.....  
[Maui Solomon]

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

.....  
Witness signature

.....  
[Tom Lanauze]

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

## DOCUMENTS

### 6: RANGIHAUTE LAND TRUST DEED

#### SCHEDULE – POWERS OF TRUSTEE

The Trustees have power in accordance with clause 11 of this deed to:

- (a) provide funding assistance towards natural environment protection and enhancement projects on Rangihaute; and
- (b) provide funding assistance towards the establishment of a community and/or cultural centre or other similar facilities on Rangihaute; and
- (c) provide funding assistance towards cultural, social, education, economic or sporting activities on Rangihaute; and
- (d) assist in the ease of communications between the population on Rangihaute and people who hokopapa to Rangihaute and others; and
- (e) assist in the development of forestry projects on Rangihaute; and
- (f) assist in the development of residential housing on Rangihaute.
- (g) sell, call in, and convert into money or other Property the whole or any part of the Trust Fund;
- (h) in relation to any Property that is part of the Trust Fund:
  - (i) to retain it for so long as it thinks fit, even if it is of a wasting, speculative or reversionary nature, or might not produce income, or might be decreasing or not increasing in value;
  - (ii) to pay all insurance premiums, rates, taxes, rents and other outgoings in respect of it;
  - (iii) to manage it and effect repairs to it;
  - (iv) to improve or develop or subdivide it;
  - (v) to do anything in connection with it that the Trustees consider will increase the value of it including, for example, adding to any buildings or structures, and entering into leases, tenancy agreements, party wall agreements, easements or profits a prendre;
  - (vi) to grant leases and licences of it;
  - (vii) to make allowances to and with tenants of it and others;
  - (viii) to accept surrenders, waive breaches, and terminate tenancies and licences in relation to it; and
  - (ix) generally to deal with it and manage it as if the Trustees were beneficially entitled to it;
- (i) accumulate the income of the Trust Fund;
- (j) apply or set aside any part of the Trust Fund towards the payment of any liabilities or obligations incurred or suffered by the Trustees or falling due in future including (without limitation) the repayment of any money under a mortgage or charge or in payment of interest;

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### 6: RANGIHAUTE LAND TRUST DEED

- (k) carry on any business or venture, and:
  - (i) to use in the business or venture any Property that is part of the Trust Fund;
  - (ii) to form (whether by itself or with others) a company or partnership or venture to carry on the business;
- (l) open and maintain a bank account and to decide who will be the signatories to that account;
- (m) in relation to any Security that is part of the Trust Fund:
  - (i) to exercise any voting or controlling or decision-making rights or powers attaching to it; and
  - (ii) to concur in any reconstruction or amalgamation of it or in any modification of the rights of the holders of it or of others interested in it and generally to act in respect of it;
- (n) in relation to any company or other body (whether incorporated or unincorporated) or chose in action or fund:
  - (i) appoint directors or trustees, or decision-makers or controllers or officers or employees of it;
  - (ii) consent to any reorganisation or reconstruction of it or dealing with it and any increase or reduction of the capital of it; and
  - (iii) provide out of the Trust Fund further capital for it whether by advances, loans, deposits, grants, contributions or otherwise (with or without security) or by taking further securities in it;
- (o) raise or borrow money (either bearing or free of interest) from any person (including the Settlor);
- (p) secure the repayment of money borrowed and any interest on it by mortgage or charge over all or any of the Property that is part of the Trust Fund;
- (q) apply money borrowed for any of the purposes for which the income or the capital of the Trust Fund may be applied, used or invested;
- (r) in relation to any insurance policy that is part of the Trust Fund:
  - (i) pay the premiums on it, out of income or capital;
  - (ii) surrender it;
  - (iii) convert it into a fully paid up policy;
  - (iv) accept a new policy or policies for it; and
  - (v) agree with the insurer on any variation of it;

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### 6: RANGIHAUTE LAND TRUST DEED

- (s) enter into any contract of indemnity, or act as surety, or give any guarantee, and to give any security in support;
- (t) set apart any portion of the Trust Fund:
  - (i) as a sub-trust, or
  - (ii) as a special endowment, or
  - (iii) for a special purpose, or
  - (iv) under any special or distinguishing name -  
and the portion set apart and any accretions to it may be applied for the purpose for which it was set apart or for any other purpose authorised by this deed;
- (u) advertise the Trust and the Objects;
- (v) subject to clause 10.2 of this deed, seek, receive or decline conveyances, transfers, gifts, devises, donations and bequests of Property;
- (w) obtain incorporation or registration of the Trust in accordance with any law from time to time in force relating to charitable trusts;
- (x) appoint or engage or employ any person or company (including any of the Settlor and the Trustees) for any period:
  - (i) as an expert or professional person or entity to advise on or carry out any of the trusts and powers authorised by this deed; and
  - (ii) as an attorney or delegate for the Trustees in New Zealand or elsewhere for all or any of the purposes of the Trust; and
  - (iii) as a manager or agent for or on behalf of the Trustees in all or any matters relating to the management and the control of the Trust and any business owned by the Trustees or in which they are concerned, including under clause 11.4; and
  - (iv) as a secretary of the Trustees; and
  - (v) as an employee of the Trustees in all or any matters relating to the Trust;
- (y) act upon any opinion or advice or information obtained from a person or entity referred to in paragraph (x)(i) of this clause;
- (z) determine all questions and matters of doubt which may arise in the course of the management, administration, investment, realisation, distribution, liquidation, partition, resettlement or winding up of the Trust Fund or the Trust;
- (aa) generally to do all such other lawful acts and things that are incidental or conducive to the attainment of the Objects; and

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6: RANGIHAUTE LAND TRUST DEED

- (bb) subject to clause 12 of this deed, to pay from the income or capital of the Trust Fund any costs or expenses incurred in the course of the Trustees discharging, carrying out or exercising any of their duties and powers.

**7 DEED RELATING TO WAIHERE BLOCK AND  
GLORY BLOCK, PITT ISLAND**

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7: DEED RELATING TO WAIHERE BLOCK AND GLORY BLOCK, PITT ISLAND

# Deed relating to Waihere block and Glory block, Pitt Island

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The trustees of the Moriori Imi Settlement Trust

The trustees of the Rangihaute Land Trust

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7: DEED RELATING TO WAIHERE BLOCK AND GLORY BLOCK, PITT ISLAND

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### 7: DEED RELATING TO WAIHERE BLOCK AND GLORY BLOCK, PITT ISLAND

Date:

#### PARTIES

The trustees of the Moriori Imi Settlement Trust (*assignor*)

The trustees of the Rangihaute Land Trust (*assignee*)

#### BACKGROUND

- A The assignor has entered into a deed of settlement dated [ ] with the Crown.
- B On the settlement date, the Glory block and the Waihere block are vested in the trustees of the Moriori Imi Settlement Trust under sections [x] and [x] of the Moriori Claims Settlement Act [xxxx].
- C Under clause [x] of the deed of settlement the assignor is obliged to enter into this deed with the assignee.

#### OPERATIVE PART

##### 1 DEFINITIONS

In this deed -

*assigned property* means all the assignor's right to receive rent, licence fees and all other periodic payments due to it under the occupation rights after the settlement date until the termination of the Rangihaute Land Trust.

*deed of settlement* means the deed of settlement referred to in Background A.

*existing occupation rights* means the documents referred to in items (a) and (b) of the definition of *occupation rights*.

*Glory block, Waihere block and settlement date* have the meanings given to those terms in the deed of settlement.

*occupation rights* means –

- (a) the Concession Document Number 50491-GRA relating to the Glory block; and
- (b) the Concession Document Number 50492-GRA relating to the Waihere block; and
- (c) any lease entered into under clause 4 of this deed; and
- (d) any lease, licence or other occupation right entered into after 30 April 2036 in respect of the Glory block and the Waihere block.

*Rangihaute (Pitt Island) community* means:

- (a) permanent residents of Rangihaute/Pitt Island;

## DOCUMENTS

### 7: DEED RELATING TO WAIHERE BLOCK AND GLORY BLOCK, PITT ISLAND

- (b) landowners on Rangihaute/Pitt Island; and
- (c) those persons who have family connections to Rangihaute/Pitt Island.

## 2 ASSIGNMENT

### 2.1 Assignment

The assignor, as beneficial and legal owner, hereby unconditionally and irrevocably assigns, with effect from the settlement date, the assigned property to the assignee but specifically excluding the obligations (whether of a monetary nature or otherwise) of the assignor under the assigned property.

### 2.2 Right to collect debt

For the avoidance of doubt, the assignment in clause 2.1 includes the right to take all actions necessary to recover any unpaid amounts comprising the assigned property, but not to terminate the occupation rights.

### 2.3 Assignor not liable

The assignor is not liable to the assignee in respect of any breach of the obligations of another party under the occupation rights, including the payment of any amounts comprising the assigned property.

## 3 INVOICING AND GST

3.1 Notwithstanding the assignment under this deed of the assigned property, the parties agree that assignor will remain:

- (a) the grantor or lessor of the occupation rights; and
- (b) the party liable to issue invoices (including tax invoices) in respect of the assigned property; and
- (c) the party liable to pay and return to the Inland Revenue Department any GST due in respect of the assigned property and the rights generally.

## 4 REPLACEMENT RIGHTS

### 4.1 Replacement rights

- (a) The assignor must not, on expiry of each existing occupation right, grant any right of occupation or use in respect of the designated area, other than in accordance with the following provisions of this clause 4.
- (b) For the purposes of subclause 4.1(a), *designated area* means –
  - (i) in relation to the Waihere block, its entirety; and
  - (ii) in relation to the Glory block, that part of the Glory block that is not subject to the lease referred to in clause 5.13.4(a)(i) of the deed of settlement.

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### 7: DEED RELATING TO WAIHERE BLOCK AND GLORY BLOCK, PITT ISLAND

- (c) The assignor must invite members of the Rangihaute (Pitt Island) community to submit expressions of interest to enter into a lease or a licence for grazing purposes for a term which, including renewals, expires or could expire no later than 30 April 2036.
- (d) The timing and content of the invitations, and any subsequent selection process will be as agreed between the assignor and the assignee, but with the intent that any lease or licence arising out of the process will be in place as soon as practicable after the expiry of the existing occupation right.
- (e) The assignor may enter into a lease or a licence arising out of the process under clauses 4.1(c) and (d) if the identity of the lessee has been consented to by the assignee, such consent is not to be unreasonably withheld.
- (f) In the event the process under clauses 4.1(b) to (e) does not result in a suitable applicant from the Rangihaute (Pitt Island) community being granted a lease or a licence, then the assignor may enter into a lease or a licence with an applicant who is not a member of the Rangihaute (Pitt Island) community, provided the assignor follows a process that is otherwise consistent with clauses 4.1(b) to (e) and obtains the consent of the assignee which cannot be unreasonably withheld.
- (g) Clauses 4.1(b) to (f) apply in respect of any subsequent lease or licence for grazing purposes to be granted on the expiry or earlier termination of a previous occupation right granted under clause 4.1.
- (h) The assignor may also enter into occupation or third party rights that are compatible with any lease or licence granted under clauses 4.1(c) to (g) with the consent of the assignee, which cannot be unreasonably withheld.
- (i) The assignor must not grant any occupation or other third party rights under the Reserves Act 1977 in respect of a period after 30 April 2036 without the consent of the trustees of the Rangihaute Land Trust, which consent must not be unreasonably withheld.

#### 4.2 Limitation

Clause 4.1 –

- (a) is subject to the Reserves Act 1977 as modified by the settlement legislation; and
- (b) in relation to subclauses 4.1(a)-(h) –
  - (i) is subject to the assignor consenting to grant a third party right to any person, which consent must not be unreasonably withheld; and
  - (ii) expires and has no further effect after 30 April 2036.

#### 5 COVENANTS

The assignor hereby covenants that:

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### 7: DEED RELATING TO WAIHERE BLOCK AND GLORY BLOCK, PITT ISLAND

#### 5.1 Perform obligations

it will duly and punctually perform its obligations under the assigned property and it will use its best endeavours to procure the due and punctual performance by the other parties to the occupation rights of their obligations under those rights;

#### 5.2 Notice

it will before the settlement date, or as soon as practicable after that date, in respect of the existing occupation rights, and as soon as practicable in respect of any other assigned property, give notice of the assignment under this deed pursuant to the Property Law Act 2007 in the form contained in the schedule;

#### 5.3 Protect Interest

it will institute and maintain all such proceedings as may be necessary or expedient to preserve or protect the interests of the assignee in the assigned property;

#### 5.4 Modification or amendment

it will not agree to any modification, waiver or release of any obligation of any other party to the occupation rights under the leases, without the prior written consent of the assignee; and

#### 5.5 Transfer

it will not transfer its interest in the Waihere block or the Glory block without first obtaining from the transferee a covenant in favour of the assignee to be bound by the provisions of this deed including this clause 5.5.

### 6 NOTICES

Any notice, request, demand or other document required or permitted to be given or made to the assignor under this deed shall be given or made in the manner set out in the deed of settlement.

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7: DEED RELATING TO WAIHERE BLOCK AND GLORY BLOCK, PITT ISLAND

EXECUTION

*[insert execution clauses]*



DOCUMENTS

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7: DEED RELATING TO WAIHERE BLOCK AND GLORY BLOCK, PITT ISLAND

SCHEDULE – NOTICE OF ASSIGNMENT

Date:

To:

Dear

We refer to the [occupation rights] dated \_\_\_\_\_ which we are both parties to (the *occupation right*).

We hereby notify you that we have irrevocably and unconditionally assigned to the trustees of the Rangihaute Land Trust (*assignee*) all of the right, title and interest to receive rent, licence fees and all other periodic payments under the occupation right with effect from [*insert settlement date for existing occupation rights, and date of grant of right for subsequent rights*].

All rent, licence fees and other monies should from now on be paid to [*insert assignee's bank details*] or as otherwise directed by the assignee.

**Signed** for and on behalf of the trustees of the **Moriari Imi Settlement Trust** by

.....

SK



## 8 RELATIONSHIP AGREEMENTS

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*[Handwritten signature]*

DOCUMENTS

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8.1: RELATIONSHIP AGREEMENTS: MINISTRY FOR THE ENVIRONMENT

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8.1 Ministry for the Environment

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## DOCUMENTS

### 8: RELATIONSHIP AGREEMENTS: MINISTRY FOR THE ENVIRONMENT

#### Ka Paihīhī Pūtaiao

##### 1. Purpose

This Relationship Agreement formalises the relationship between the Ministry for the Environment (the “**Ministry**”) and the Moriori Imi Settlement Trust (the “**Trust**”), and establishes a framework to enable these parties to maintain a positive and enduring working relationship.

##### 2. Guiding Values

According to the Trust, Moriori ancestors were the first human settlers to settle Rēkohu (Chatham Islands). They developed relationships with the natural world of these islands based on reciprocity and reverence. They erected altars to their etchu (gods) and tchieki (guardians) which sustained the spiritual ethos of the lands and seas around Rēkohu.

Moriori state that all parts of the Earth’s ecosystems have a quality referred to by Moriori as “mauri”. It is a living principle that is based on the interconnectedness of all living things (one easily understood example of this are the energy transfers that occur in any food web). Understanding, respecting and caring for mauri henu and mauri moana are central to defining our relationship with our island home.

Moriori state that Rangitokona is the Moriori etchu who separated his parents; Ranginui and Papatuanuk’. The Moriori tradition states that, instead of holding his parents apart, Rangitokona placed 10 pillars between earth and sky to bring light into the world. This pūrākau, which explains human origins and cosmology provides a framework of values, using the ten pillars, for environmental management.

The guiding values listed below are intended to guide how the Ministry and the Trust will work together. These being:

Tatakitanga	Innovation, adaptation, looking for other ways to heal the land and water
Hakapiritanga	Resilience
Kōpitanga	A spirit of co-operation that also respects individuality
Tchiekitanga	The importance of responsibility and reciprocity – giving back through caring
Hokopanopanotanga	Revitalisation and renewal
Hokopapa	Respecting and providing for the transfer of intergenerational knowledge
Manawa rekatanga	Compassion and respect for sharing multiple viewpoints
Nunukutanga	Peaceful engagement, respectful listening and openness to conflict resolution
Hokotipurangatanga	The need to respect and cherish what our karāpuna have given us to nourish and sustain future generations



## DOCUMENTS

### 8.1: RELATIONSHIP AGREEMENTS: MINISTRY FOR THE ENVIRONMENT

#### 4. **Scope**

This Relationship Agreement applies to all functions, powers, responsibilities and actions of the Ministry in relation to environmental management within, or that affect, the Moriori Area of Interest as defined in the Moriori and the Trustees of the Moriori Imi Settlement Trust and the Crown Deed of Settlement for Historical Claims, and attached as Appendix A to this Relationship Agreement.

The Relationship Agreement does not extend to the Ministry's role in appointing officials and statutory officers, and their roles and responsibilities.

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.

The commitments of the Trust under this Relationship Agreement are limited to the extent that they are within the capability, resources and priorities of the imi.

#### 5. **Communication**

The Ministry will seek to establish and maintain effective and efficient communication with the Trust on a continuing basis through:

- (a) relationship meetings held in accordance with section 7;
- (b) providing a primary Ministry contact who will act as a liaison person with other Ministry staff who will:
  - i. follow up on any requests for information from the Trust
  - ii. ensure that the Ministry maintains up-to-date information on the Trust'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. ensure that any actions arising from relationship meetings held under section 7 are appropriately recorded and assigned for follow-up.
- (c) providing reasonable opportunities for the Trust to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
- (d) providing information in a timely manner on upcoming opportunities for submissions on legislative or policy developments of interest to Moriori.

#### 6. **Relationship Meetings**

It is intended that relationship meetings will be held on a biennial basis and include representatives of the Trust and the Ministry.

The parties will agree the agenda before each relationship meeting. Agenda items could include:

## DOCUMENTS

### 8.1: RELATIONSHIP AGREEMENTS: MINISTRY FOR THE ENVIRONMENT

- (a) any legislative or policy developments of interest to Moriori, including but not limited to reform of the Resource Management Act 1991 ("RMA"), [Zero Carbon Bill], Climate Change Response Act 2002, freshwater issues, renewable energy, marine and EEZ management and development of new resource management tools (in particular, national policy statements and national environmental standards);
- (b) opportunities for capability building, networking and training;
- (c) a discussion on the management of the waterways within Rēkohu, including Moriori as tchieki and participation in resource and freshwater management planning processes;
- (d) local authority performance (and training requirements) on Rēkohu in implementing Te Tiriti o Waitangi / the Treaty of Waitangi provisions in the RMA; and
- (e) any other matters of mutual interest.

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

The first relationship meeting will take place within 3 months of a written request by the Trust, or earlier by mutual agreement.

Relationship meetings may be undertaken as part of a wider Rēkohu relationship forum by mutual agreement.

Other meetings may be held from time to time between Ministry staff and the Trust as agreed.

#### 7. **Imi Management Plans**

If the Trust requests it, the Ministry will support the development of an imi management plan for Moriori by providing advice, information and review.

Support provided by the Ministry will be technical in nature and does not include financial support.

#### 8. **Information Sharing**

##### Contestable funds

The Ministry administers a number of contestable funds that the Trust may be interested in applying for to complete projects in the Moriori Area of Interest. The Ministry will provide the Trust with up-to-date information on funding rounds and funding criteria on request.

##### Local Government Performance

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).

## DOCUMENTS

### 8.1: RELATIONSHIP AGREEMENTS: MINISTRY FOR THE ENVIRONMENT

The way in which the Ministry exercises these functions and powers varies from time to time. At the date of signing 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.

The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.

Before each relationship meeting held under section 7, if requested by the Trust, the Ministry will provide the Trust with:

- (a) access to the most recent published information from the NMS as may be relevant to Moriori; and
- (b) details of any published state of the environment monitoring, as it relates to the Moriori Area of Interest.

#### Capability building, networking opportunities and training

If requested, the Ministry will provide advice and information to the Trust on training environmental commissioners, and how people endorsed by the Trust can access this training.

### 9. **Dispute Resolution Process**

If a dispute arises in connection with the relationship agreement, every effort will be made in good faith to resolve matters at the primary contact level within a reasonable timeframe to endeavour to find a resolution to the matter.

If this process is not successful, the matter may be escalated to a meeting between a member of the Ministry's Executive Leadership Team and a nominated representative(s) of the Trust who will meet within a reasonable timeframe.

### 10. **Official Information**

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

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).

The Minister will notify the Trust and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, the Trust must provide any comments 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.

### 11. **Review and Amendment**

The parties may agree in writing to review, vary or terminate the provisions of this Relationship Agreement.

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8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

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8.2 Department of Conservation

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## DOCUMENTS

### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

**Ka Paīhīhī' Tchieki Henu**  
**(manaka mai ta wheau i uta)**

**Agreed by**

**The Crown, through the Minister of Conservation and the Director-General of Conservation**

**And**

**Moriori through the Moriori Deed of Settlement**

#### **1. PURPOSE**

- 1.1 This Conservation Relationship Agreement ("Agreement") sets out how the Department of Conservation (the "Department") and the Moriori [Post-Settlement Governance Entity ("the Governance Entity"),] will work together in fulfilling the agreed strategic objectives (developed in accordance with clause 5.1 of this Agreement) across the Moriori Area of Interest.
- 1.2 This Agreement sets out the framework for an effective working relationship between the Parties. In particular, it establishes a framework for the Treaty of Waitangi relationship between the Department and Moriori and it is intended to be a guidance document that supports the relationship.
- 1.3 This Agreement should be read subject to the Moriori Deed of Settlement.

#### **2. VISION AND PRINCIPLES**

##### **VISION:**

- 2.1 The parties acknowledge and respect each other's role in looking after kā miheke tuku iho (the treasured resources) and taiao (environment) of Rēkohu, Rangihauete and outer islands for present and future generations. The Parties are committed to working together to realise their intentions and desires for the management of the environment and the protection of the values within that environment.

##### **MORIORI PRINCIPLES:**

#### **2.2 Moriori Guiding Values:**

- |                      |   |
|----------------------|---|
| 1. Tatakītanga       | Innovation, adaptation, looking for other ways to heal the land and water     |
| 2. Hakapiritanga     | Resilience  |
| 3. Kōpītanga         | A spirit of co-operation that also respects individuality                     |
| 4. Tchiekitanga      | The importance of responsibility and reciprocity – giving back through caring |
| 5. Hokopanopanotanga | Revitalisation and renewal  |

## DOCUMENTS

### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

- |     |                    |   |
|-----|--------------------|---|
| 6.  | Hokopapa           | Respecting and providing for the transfer of intergenerational knowledge  |
| 7.  | Manawa rekatanga   | Compassion and respect for sharing multiple viewpoints  |
| 8.  | Nunukutanga        | Peaceful engagement, respectful listening and openness to conflict resolution   |
| 9.  | Hokotipurangatanga | The need to respect and cherish what our karāpuna have given us to nourish and sustain future generations   |
| 10. | Miheketanga        | Recognise that humans are part of an interconnected system, and demonstrate respect for all components of our natural system, revering all as miheke (taonga) |

#### 2.3 Moriori Guiding Principles:

- (b) that nature has rights and is an important founding principle for building co-management agreements and relationship instruments;
- (c) that nature (ecosystems, ecological processes, life cycles) has its own mana and a right to exist, persist, rest, recuperate, regenerate and build resilience;
- (d) that nature (and cultural landscapes) have energising, life-giving properties for human and other animal communities, which will affect the ways that landscapes are managed and cared for;

#### 2.4 Joint Guiding Principles:

- (e) work consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- (e) operate a 'no surprises' approach;
- (f) work in a spirit of co-operation;
- (g) acknowledge that despite being part of NZ, Rēkohu has landscapes and ecology that are distinctly different and caring for them can require a distinctly island approach;
- (h) acknowledge that the relationship is evolving, not prescribed;
- (i) respect the independence of the parties and their individual mandates, roles and responsibilities; and
- (j) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

### 3. ROLES AND RESPONSIBILITIES

- 3.1 The Department of Conservation *Te Papa Atawhai* (the Department) is the central government agency charged with the responsibility 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.

## DOCUMENTS

### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

- 3.2 The Governance Entity, the Minister and the Department are committed to supporting the rehabilitation and protection of the health and wellbeing of the Moriori Area of Interest for present and future generations.
- 3.3 Moriori have cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Area of Interest, and accept a responsibility as tchieki under tikane Moriori to preserve, protect, and manage natural and historic resources.
- 3.4 The Department is committed to respecting the values statements of Moriori in this agreement.
- 3.5 Section 4 of the Conservation Act 1987 requires that this Act shall be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi.

### 4. COMMUNICATION AND CONSULTATION

- 4.1 The Parties will maintain effective and efficient communication with each other on an ongoing basis by:
- (a) maintaining up to date contact details;
  - (b) promptly informing each other of any changes to the contact information;
  - (c) meeting on-matters of shared interest that relate to the Moriori Area of Interest:
    - (i) in accordance with the commitments in this Agreement; and/or
    - (ii) as agreed by the Governance Entity and the Department; and
  - (d) advising each other of any matters of significance to Moriori that relate to the Moriori Area of Interest.
- 4.2 Where consultation is required under this Agreement the Department will:
- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
  - (b) provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
  - (c) approach the consultation 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 consultation; and
  - (d) report back to the Governance Entity on any decision that is made.

### 5. STRATEGIC PLANNING AND COLLABORATION

- 5.1 As soon as is practicable after the signing of this Agreement the parties will meet to agree strategic objectives for their relationship.

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### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

- 5.2 Thereafter, the Governance Entity will meet with senior staff of the Department within the Moriori [Area of Interest] at regular intervals (to be determined by both parties).
- 5.3 The Governance Entity and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with Operations Manager (Chatham Island). The parties agree that the Operations Manager (Chatham Island) and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to:
- (a) discuss priorities and commitments for the new financial year;
  - (b) discuss timeframes for the development of annual work programmes; and
  - (c) identify potential specific projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship.
- 5.4 If a specific project is identified, 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 parties will advise one another of the reason(s) for this.
- 5.5 As part of annual discussions, and as part of ongoing dialogue, the parties will advise each other of:
- (a) any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in [the Moriori Area of Interest];
  - (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party); and
  - (c) potential opportunities for applying for funding for conservation purposes e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party).
- 5.6 Each year, the parties will each record the work the parties have carried out in that financial year to achieve the strategic objectives for the relationship.
- 5.7 Both parties will identify opportunities for increasing training and awareness of tikane Moriori, and will support Department staff in increasing awareness of and respect for tikane Moriori.
- 5.8 Both parties will identify opportunities for increasing training and awareness of the conservation obligations of the Department, and will support Moriori members in increasing their awareness of the conservation work as carried out by the Department. This will include support for the development of a Moriori Junior ranger programme to actively manage conservation lands that are subject to management by the Governance Entity.
- 5.9 The Department retains discretion over which operational activities are funded by the Department and the level of financial commitment.

## DOCUMENTS

### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

#### *Planning documents*

- 5.10 The Department and Moriori recognize the value and importance of planning and planning documents in the protection of conservation and cultural values and practices and for establishing the conservation priorities and cultural practices for both public conservation land and Moriori owned reserves.
- 5.11 Both parties acknowledge and respect that each party holds different requirements and responsibilities for conservation and cultural planning, while also recognizing the parties share similar aspirations for conservation outcomes and will therefore seek to ensure that the processes for these planning obligations are operated openly in mutual good faith, and that opportunities for collaboration are undertaken where appropriate.

#### **Department of Conservation planning documents**

- 5.12 The Department has statutory obligations to prepare and/or update statutory planning documents for the Chatham Islands, in particular the Chatham Island Conservation Management Strategy. The Department may also prepare, for public conservation land, Conservation Management Plans under the Conservation Act 1987 and Reserve Management Plans under the Reserves Act 1977.
- 5.13 When any such statutory planning documents are proposed, the Department and the Governance Entity will meet to identify matters affecting Moriori at an early stage (including before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within [the Moriori Area of Interest].

#### **Moriori – Department joint conservation and reserve planning documents**

- 5.14 The Department and the Governance Entity recognize that there will be circumstances where the preparation of joint planning documents may be appropriate.
- 5.15 The Department and the Governance Entity have committed in the deed of settlement to co-management arrangements for the JM Barker (Hapupu) Historic Reserve, part of Waipāua Conservation Area and a proposed Moriori Reserve (east of Flower Pot-Glory Road). To ensure active collaboration between the parties continues after settlement, a co-management agreement, based on the existing management arrangements between the Department and Moriori for these reserves, will be prepared jointly within five years of the passing of the Moriori Settlement Act.
- 5.16 The parties acknowledge that the Department and Moriori have separately committed to developing a reserve management plan for Taia Historic Reserve, being an agreement entered into outside of Treaty settlement.

#### **Moriori planning documents**

- 5.17 The Department and the Governance Entity recognize that there will be circumstances where Moriori have a requirement to prepare reserve management plans for conservation lands that are transferred to them in their settlement, as well as circumstances where Moriori elect to prepare management plans for the better protection, cultural utilisation and management of their significant sites, landscapes and taonga.

## DOCUMENTS

### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

- 5.18 Where Moriori are required to prepare reserve management plans in accordance with the Deed of Settlement, the Department agrees to provide advice and technical support to Moriori in the preparation of these reserve management plans.
- 5.19 The Department and Governance Entity have also committed in the settlement to the protection of wāhi tchap' on public conservation land to be achieved through the preparation of a Wāhi Tchap' management plan. The Wāhi Tchap' management plan will be developed within a year of the signing of the Moriori Deed of Settlement.
- 5.20 Both parties recognise that this is primarily a Moriori Imi planning document, however, its focus on the public conservation lands warrants the Department's involvement in the preparation of this plan.
- 5.21 Both parties acknowledge that the Wāhi Tchap' management plan is a living document and will be reviewed to take into account new circumstances.
- 5.22 The Governance Entity has identified other planning documents that are a priority for their Area of Interest ("the Moriori Imi Plans"):
- 5.21.1 Species recovery plans;
  - 5.21.2 Freshwater Management plan;
  - 5.21.3 Customary freshwater fisheries plan; and
  - 5.21.4 Moriori Imi Management plan.
- 5.23 The Department and Governance Entity recognize that these Moriori Imi plans will be relevant to the Department's conservation management responsibilities to varying degrees and in particular circumstances. In particular, the Department has a limited role in freshwater management, customary freshwater fisheries and Taonga Recovery, as well as for conservation management on privately owned land.
- 5.24 If the Governance Entity chooses it may consult with the Department in the preparation of the Moriori Imi Plans, including by seeking advice or input. When requested by the Governance Entity, the Department will provide any feedback in a timely manner.

### 6. FRESHWATER FISHERIES

- 6.1 Moriori and the Department share similar aspirations for conservation of freshwater fisheries within [the Moriori Area of Interest].
- 6.2 The Department's statutory functions include "*to preserve so far as practicable all indigenous freshwater fisheries, and protect recreational freshwater fisheries and freshwater fish habitats*".
- 6.3 The Department is responsible for the regulation of whitebait fishing and administers the Whitebait Fishing Regulations 1994. Its work also focuses on national priority fisheries and habitats that are located on public 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 ("RMA") processes.

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### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

6.4 After settlement Moriori will have a greater role in the management of freshwater on Rēkohu. The parties will co-operate in the conservation of freshwater fisheries and freshwater habitats within the Moriori Area of Interest. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes. These actions may include:

- (a) areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and
- (b) the development or implementation of research and monitoring programmes.

### 7. MARINE MAMMALS

7.1 Moriori have cultural, spiritual, traditional and historic associations with whales on the islands that demonstrates a complex relationship and reverence for marine mammals, and especially for cetacean species such as Rongomoana (blackfish or long-finned pilot whale) and Sperm whales both of which strand regularly on the islands.

7.2 Moriori traditional practices included when Rongomoana stranded the meat was shared around for consumption and teeth extracted for decorative use. It was believed that the spirits of departed ancestors herded the Rongomoana to the beach as gifts from the sea. When the whale(s) subsequently beached karakii was recited by the local tohuk' over the first whale to strand which was believed to contain the spirit of the recently departed member of the Imi. The head would be removed and an eye would be plucked out and offered to the tūahu in order to release the spirit to travel back to its spiritual homeland.

7.3 The Department and the Governance Entity acknowledge they have agreed to an operational Marine Mammals Protocol and intend to use that Protocol for interactions relating to marine mammals.

7.4 The Department and the Governance Entity acknowledge the Protocol referred to in clause 7.3 is a living document that can be amended if agreed by both parties.

7.5 The Department and the Governance Entity agree that a copy of the Protocol referred to in 7.3 will be readily available to all staff of both organisations.

### 8. STATUTORY AUTHORISATIONS

8.1 Statutory authorisations include concessions, permits, grazing licences, and utilities and roading where applicable.

8.2 The statutory authorisations system is rigorous and effects-based. It helps the Department ensure that the various concession activities (for example) are compatible with the primary aim of protecting the land and natural and historic resources, and that services and facilities provided for visitors are appropriate, of a suitable standard, and that other activities do not conflict with visitor enjoyment. It also helps ensure that tchakat henu values and concerns are taken into account.

8.3 As part of the strategic objectives for the relationship, the Governance Entity and the Department will identify categories of statutory authorisations that may have an impact on the cultural, traditional and/or historic values of Moriori. These categories will be reviewed on a continuing basis. In the identified categories the Department will:

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### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

- (a) advise and encourage all prospective applicants whose application impacts upon [the Moriori Area of Interest] to consult the Governance Entity before filing their application; and
  - (b) consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within [the Moriori Area of Interest]; and
- 8.4 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify the Governance Entity of the time frames for providing advice on impacts on the cultural, spiritual and historic values of Moriori.
- 8.5 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will encourage third parties to consult with the Governance Entity about any matter related to cultural information of Moriori.
- 8.6 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for the Governance Entity to obtain statutory authorisations on public conservation land within [the Moriori Area of Interest].
- 8.7 The Department and the Governance Entity agree to discuss whether any such statutory authorisations should attract any fees, rents or royalties, subject to and consistent with Conservation Legislation.

### 9. CULTURAL HARVEST

- 9.1 The Department acknowledges the immense cultural and spiritual importance to Moriori of harvesting titi (sooty shearwater and grey-faced petrel), hopo (which includes all species of albatross native to Rēkohu, mollymauk and giant petrel) and whales. These animals are afforded protection under the Wildlife Act 1953 and Marine Mammals Protection Act 1978. The Department acknowledges that the sooty shearwater and grey-faced petrel are listed in schedule 3 of the Wildlife Act, which allows provision for the Minister of Conservation from time to time in her/his discretion to declare them to be hunted or killed or had in possession, subject to express conditions.
- 9.2 The Department will provide advice to Moriori on how to apply for a permit to the Minister of Conservation to hunt or kill Titi under the Wildlife Act 1953.
- 9.3 The Department will discuss with Moriori how they can participate in the monitoring of titi, hopo and whale numbers.
- 9.4 The Department will discuss with Moriori how they can participate in any future policy development relating to the cultural harvest of titi, hopo and whales.

### 10. STATUTORY LAND MANAGEMENT

- 10.1 The strategic objectives for the relationship will guide the parties' engagement on the Department's statutory land management activities within [the Moriori Area of Interest]. Moriori have an ongoing interest in the range of statutory land management activities that are occurring within [the Moriori Area of Interest].
- 10.2 The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and



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### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

sites of significance of Moriori, and will identify when consultation is appropriate. This includes when the Minister is considering:

- (a) vestings or management appointments for reserves held under the Reserves Act 1977;
- (b) other management arrangements with third parties;
- (c) changing reserve classifications; or
- (d) land disposal.

10.3 Before any decision is made to vest or to appoint a body to control and manage any reserve administered by the Department that is contained within the Moriori Area of Interest, and which has been identified by Moriori as a significant sites or in a significant cultural landscape, the Department will discuss with the Governance Entity whether the Governance Entity wishes to be given an opportunity to be considered for such a vesting or appointment subject to agreed conditions.

### 11. CULTURAL MATERIALS

11.1 The Minister and/or Director-General will work in partnership with [the Governance Entity] to develop and agree a process to authorise members of Moriori to access and use cultural materials within the Moriori Area of Interest when required for cultural purposes, in accordance with the relevant legislation. The parties will complete this process within a year of Moriori settlement coming into effect.

11.2 To Moriori 'cultural materials' means and includes all natural resources that Moriori had access to and used in both pre and post European times on Rekohu and Rangihaute.

11.3 Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted. Sustainability of the relevant resource shall be a factor in granting a take of the natural resource concerned.

### 12. WĀHI TCHAP' ON CONSERVATION LAND

12.1 Both parties recognise that there are wāhi tchap' of significance to Moriori on lands managed under Conservation Legislation.

12.2 The Department will work with the Governance Entity to respect and care for Moriori values, tikane and tchiekitanga attached to wāhi tchap', archaeological sites, and other places of significance that have been identified in accordance with clause 5.19 on lands administered by the Department within [the Moriori Area of Interest]

12.3 The Department will work with the Governance Entity to develop protocols for respectful reinternment of Moriori kōimi that may be uncovered on conservation lands and assist Moriori members with respectful reinternment and recording of these places.

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### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

#### 13. SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)

- 13.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within [the Moriori Area of Interest]. These aspirations will be reflected in the strategic objectives for the relationship.
- 13.2 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.
- 13.3 In recognition of the cultural, historic and traditional association of Moriori with indigenous and other culturally important flora and fauna within [the Moriori Area of Interest] for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Moriori to participate in these programmes.
- 13.4 The parties will identify opportunities to jointly develop recovery plans for species which have cultural importance to Moriori, and it is intended that these plans will provide the objectives and methodology for enhancing species recovery.
- 13.5 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources the Department has to do this work.
- 13.6 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within [the Moriori Area of Interest], including:
- (a) monitoring and assessment of programmes;
  - (b) identifying collaborative opportunities for both parties to work towards a pest free Chatham Islands;
  - (c) early consultation with [the Governance Entity] on pest control activities particularly the use of pesticides within [the Moriori Area of Interest]; and
  - (d) co-ordination of pest control where [the Hokotehi Moriori Post Settlement Governance Entity] is the adjoining landowner.
- 13.7 The parties agree, through their annual business planning process, to create actions to progress the strategic objectives.

#### 14. VISITOR AND PUBLIC INFORMATION

- 14.1 Moriori and the Department wish to share knowledge about natural and historic heritage within [the Moriori 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.

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### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

- 14.2 The parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Moriori with the land, waters and indigenous flora and fauna within the Area [the Moriori Area of Interest], and the responsibility of Moriori as tchieki under tikane Moriori to preserve, protect and manage the natural and historic resources within that area.
- 14.3 The parties will do this by:
- (a) raising public awareness of positive conservation relationships developed between the parties;
  - (b) engaging with each other in the development of visitor and public information published by either party that relates to Moriori values in land and resources managed under Conservation Legislation, particularly where that information relates to Moriori sites and landscapes of significance and aspirations to the land;
  - (c) the Department obtaining from the Governance Entity an assurance that information relating to Moriori to be contained in a publication of the Department is accurate and appropriate; and
  - (d) the Department discussing with the Governance Entity the disclosure of any information received from the Governance Entity relating to Moriori values that is subject to the Official Information Act 1981 and/or any other applicable legislation; and
  - (e) the Department consulting the Governance Entity before using information about Hokotehi Moriori values for new interpretation panels, signs and other visitor publications.

### 15. CONSERVATION ADVOCACY

- 15.1 From time to time, [the Governance Entity] and the Department will each have concerns with the effects of activities controlled and managed under the RMA and other legislation. The Department's advocacy role includes matters of concern to it under the RMA. Areas of common concern include:
- (a) protection of coastal and marine areas;
  - (b) protection and maintenance of wetland areas and reserves;
  - (c) management of rivers, streams and waterways; and
  - (d) the effects of activities on biodiversity.
- 15.2 From time to time the Parties will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and the Governance Entity will continue to make separate submissions in any RMA processes and that their respective positions may not be shared.

### 16. CROSS-ORGANISATIONAL OPPORTUNITIES

- 16.1 As part of the annual business planning process, the parties will discuss:

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### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

- (a) opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist the Governance Entity to exercise their role under the Deed and as tchieki);
  - (b) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within [the Moriori Area of Interest]. Options may include wānanga, education, training, development and secondments;
  - (c) opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including potential opportunities for full or part time positions, holiday employment or student research projects which may arise within [the Moriori Area of Interest]. [The Governance Entity] may propose candidates for these roles or opportunities; and
  - (d) staff changes and key contacts in each organisation.
- 16.2 The Department will identify opportunities for Moriori to maintain relationships with ancestral landscapes through measures such as annual haerenga to Nature Reserves and other habitats of taonga species, through development of plans and protocols, and through conservation partnerships, which may include agreement for internships and/or relevant training opportunities for Moriori rangers. It is intended that the haerenga will provide for Moriori to carry out conservation activities that support the Department's work and any relevant joint conservation priority.
- 16.3 Where appropriate, the Department will consider approaching the [the Governance Entity] for recommendations as to individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid any perceived or actual conflict of interest.
- 17. NON-EXCLUSIVE RELATIONSHIP**
- 17.1 The Governance Entity acknowledges that this Agreement does not create an exclusive relationship and the Director-General and the Department may develop other appropriate relationships.
- 17.2 The Governance Entity acknowledges that the Department as part of the Crown may be required to consult or interact with others who claim rights over the same area encompassed by this Agreement.
- 18. DISPUTE RESOLUTION**
- 18.1 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 timeframe to endeavour to find a resolution to the matter.
- 18.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Director Operations and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 18.3 If following the process in clause 18.2 the parties 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 parties.

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### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

18.4 If the dispute is not resolved following mediation, and the parties 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 nominated representative of the Governance Entity and the Minister (or their nominee). The parties acknowledge this measure will be a means of last resort.

#### 19. REVIEW AND AMENDMENT

19.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

19.2 The Parties agree that this Agreement may be amended or expanded by mutual agreement at any time.

#### 20. TERMS OF AGREEMENT

20.1 This Relationship Agreement is entered into pursuant to sections [x] of the [x] Act (the Settlement Legislation) and clause [X] of the Deed of Settlement. The Relationship Agreement does not override or limit:

- (a) legislative rights, powers or obligations;
- (b) the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
- (c) the ability of the Crown to introduce legislation and change government policy.

20.2 This Relationship Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:

- (a) land or any other resource held, managed or administered under the Conservation Legislation;
- (b) flora or fauna managed or administered under Conservation Legislation; or
- (c) rights relating to the common marine and coastal areas defined in section 9(1) of the marine and Coastal Areas (Takutai Moana) Act 2011.

20.3 A breach of this Relationship Agreement is not a breach of the Deed of Settlement.

20.4 If the Crown breaches this Relationship Agreement without good cause, the Governance Entity may:

- (a) seek a public law remedy, including judicial review; or
- (b) subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.

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### 8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

20.5 Clause 20.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession

#### 21. DEFINITIONS

21.1 In this document:

**Conservation Legislation** means the Conservation Act 1987 and the statutes specified in the First Schedule of that Act;

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

**Cultural materials** means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within [the Moriori Area of Interest], excluding protected marine mammals, and any species or parts thereof identified in the Cultural Harvest Plan, which are important to Moriori in maintaining and expressing their cultural values and practices;

**Department** means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

**[Governance Entity** means the Moriori Post-Settlement Governance Entity];

**Miheke tuku iho** Miheke means treasure (taonga). Miheke tuku iho refers to valued customary items;

**Moriori** has the meaning set out in the Deed of Settlement unless the context requires otherwise will be represented by the Governance Entity;

**[Moriori Area of Interest]** is [as defined in the Deed of Settlement / described in Schedule 1 [map]];

**Rēkohu and Rangihau** means Chatham Island, Pitt Island and all associated and outer islands;

**Statutory Authorisation** means an authorisation granted under the Conservation Legislation including a concession granted under Part 3B of the Conservation Act 1987;

**Statutory Planning Document** includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Act 1987;

**Tchieki** means guardian in accordance with tikane Moriori, which acknowledges human responsibilities to the natural world to be good and active stewards and care-takers to ensure that our natural resources and environment are sustainably managed, conserved and utilised for present and future generations. This tikane acknowledges that we are descendants of Papatuanuk' (Earthmother) and Ranginui (Skyfather) and that this brings with it special responsibilities to maintain, enhance and protect the natural world and not just use it for our sustenance.

**Wāhi Tchap'** means sacred place including but not limited to archaeological sites and landscapes.



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8.2: RELATIONSHIP AGREEMENTS: DEPARTMENT OF CONSERVATION

SIGNED for and on behalf of [THE MORIORI POST-SETTLEMENT GOVERNANCE ENTITY] by [the Chair]:

WITNESS:

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

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

SCHEDULE 1  
[THE MORIORI AREA OF INTEREST]





## 9 HOKOĀETANGA TIĀKI MIHEKE

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9: HOKOETANGA TIAKI MIHEKE

*Hokoetanga Tiaki Miheke*

Relationship Agreement between the Culture and Heritage agencies and Moriori  
Imi Settlement Trust

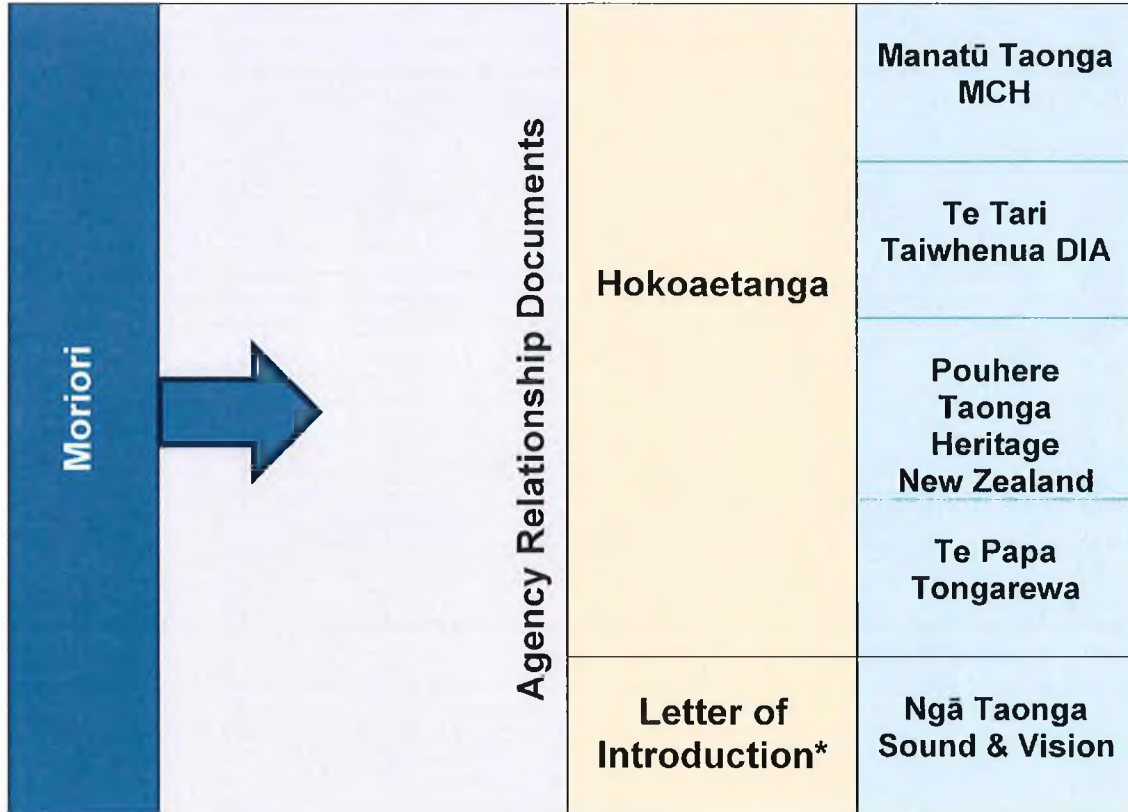
“Hokohana Ka Miheke Moriori”

DATE: [TBC]

SK

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**Hoko aetanga Tiaki Miheke - Overarching Relationship Agreement**



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

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

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## *Opening Karakii*

*Ko Rangitokona i tohe rangi*  
*Ko Rangitokona tokona i tohe ātā*  
*Ka tu ta pou ki ru pakira o tā rangi*  
*Ki ru pehore o tā rangi*  
*Ka tu ta mēmēa-a-nuku*  
*Ka tu ta mēmēa-a-rangi*  
*Ka tu ta kahi-a-nuku*  
*Ka tu ta kahi-a-rangi*  
*Ka tu ta pou*  
*Ta pou, ka tu ta pou te pourangi – e*

## *Hokojetanga Tiaki Miheke*

### **The Parties**

The Parties to this Hokojetanga Tiaki Miheke ("Hokojetanga") are:

- Moriori Imi Settlement Trust, the post settlement governance entity;
- Te Tari Taiwhenua, Department of Internal Affairs ("DIA"), the agency responsible for:
  - the National Library Te Puna Matauranga o Aotearoa ("National Library"); and
  - Archives New Zealand Te Rua Mahara o Te Kawanatanga ("Archives New Zealand")
- 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 Hokojetanga the Moriori Imi Settlement Trust is the body representative of Moriori who have an interest in the matters covered under this Hokojetanga. This derives from the status of the Moriori Imi Settlement Trust as tchakat henu in the Imi Area of Interest and is inextricably linked to hokopapa 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 Hokojetanga 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 Glossary of terms is included in Appendix D to provide translations from Moriori rē (language) to English and, where relevant, te reo Māori.

### **Introduction**

Under the Deed of Settlement dated 14 February 2020 between Moriori and the Crown (the "Deed of Settlement"), the Parties agreed to the development of a:

1. Hokojetanga between the Culture and Heritage Parties and the Moriori Imi Settlement Trust to facilitate:
  - 1.1. the care, management, access, use, development and revitalisation of Moriori miheke; and
  - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Moriori.
2. The Parties have entered into this Hokojetanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
3. The Parties wish to record in this Hokojetanga their common commitment relating to the care and management, use, development and revitalisation of, and access to, Moriori miheke (whether held by Moriori hūnau or the Culture and Heritage Parties).

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### 9: HOKOJETANGA TIAKI MIHEKE

4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Moriori.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of Moriori Imi Settlement Trust.

#### Purpose

6. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Moriori miheke, whether held by Moriori hūnau or the Culture and Heritage Parties.
7. Those Parties who have responsibilities for miheke recognise the following, which will guide them in giving effect to the purpose of this Hokojetanga and will be discussed as part of the development of the joint work plans:
  - 7.1. the significance of Moriori miheke to the maintenance and development of Moriori culture and to enriching the cultural life of New Zealand;
  - 7.2. that Moriori miheke is held and looked after by Moriori, and also by the Culture and Heritage Parties to this Hokojetanga;
  - 7.3. Moriori cultural and spiritual authority in relation to Moriori miheke;
  - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Moriori in the care and management, use, development and revitalisation of, and access to, Moriori miheke is required as agreed in the joint work plans;
  - 7.5. that innovative and technological solutions are required to provide opportunities for Moriori youthful population, and a percentage of that population who are living outside the traditional tribal rohe, to connect with Moriori culture and identity; and
  - 7.6. the need for an enduring and collaborative relationship to be developed between Moriori Imi Settlement Trust and the Culture and Heritage Parties.
8. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Hokojetanga and will be discussed as part of the development of the work plans:
  - 8.1. the significance of wāhi tchap', land based Moriori heritage, structures and monuments to enriching the cultural life of New Zealand;
  - 8.2. that wāhi tchap' and wāhi karāpuna, land based Moriori heritage, structures (eg rock shelters and kōpi grove kainga) and monuments looked after by Moriori hūnau and the imi;
  - 8.3. Moriori cultural and spiritual authority in relation to Moriori wāhi tchap' and wāhi karāpuna, land based Moriori heritage, structures and monuments;
  - 8.4. that active and meaningful engagement by the Pouhere Taonga with Moriori in the identification, protection, preservation and conservation of Moriori wāhi tchap', land based Moriori heritage, structures and monuments are required as agreed in the work plans; and

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### 9: HOKOJETANGA TIAKI MIHEKE

- 8.5. the need for an enduring and collaborative relationship to be developed between Moriori Imi Settlement Trust and Pouhere Taonga.

#### Vision

9. The Culture and Heritage Parties recognise and respect Moriori Imi Settlement Trust's vision which is:

- 9.1. *To protect and cherish our past for a better future.* This vision is based on principles that affirm the need to:

- a. record and understand what we know, building a robust understanding of our heritage, cultural landscapes, wāhi tchap', archives and miheke Moriori;
- b. respect the diversity and richness of all aspects of our heritage;
- c. provide for our tchieki Moriori responsibilities to care for miheke Moriori and cultural landscapes and create opportunities to work collaboratively with heritage agencies and organisations, whilst supporting other interested parties to care for our heritage (eg landowners, local museum, schools), and;
- d. create opportunities for the creation of miheke Moriori and future places of heritage value by promoting wise and sustainable landuse, by teaching and sustaining our people in the pursuit of their arts and culture and by kindling the fires of our cultural heritage.

10. This vision is intended to facilitate access to Moriori miheke and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Moriori historical and cultural heritage.

11. The vision of Moriori Imi Settlement Trust is built upon the already existing relationships between Moriori 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 tchap', and land based Moriori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.

#### Principles

12. The Parties acknowledge the following relationship principles that will guide the implementation of this Hokoetanga:

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

## DOCUMENTS

### 9: HOKOETANGA TIAKI MIHEKE

12.6. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.

13. Moriori Imi Settlement Trust and the Culture and Heritage Parties have entered into this Hokoetanga in good faith and in the spirit of partnership. Moriori Imi Settlement Trust 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 Hokoetanga are aspirational and non-binding. The Parties acknowledge that while this Hokoetanga 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 Hokoetanga.

15. Appendix B (*The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu*) of the Hokoetanga is issued pursuant to section [xx] of the [Moriori 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 Hokoetanga are contained in Appendix B and apply to MCH only.

17. Resourcing of activities under this Hokoetanga will be within the existing resource limits and align with the Government priorities of the day.

18. Moriori Imi Settlement Trust acknowledges that all agreements and commitments contained in this Hokoetanga are subject to legislative rights and obligations under which the respective Culture and Heritage Parties operate and the terms upon which specific miheke are held by the Culture and Heritage Parties.

#### Development of specific pieces of work

19. That Moriori language (rē Moriori) and cultural identity will be respected as a distinct and unique miheke in and of itself. The Parties agree that Moriori cultural values will be incorporated into working relationships, protocols and plans developed under this agreement as far as reasonably practicable.

20. When requested by the Moriori Imi Settlement Trust, each of the Culture and Heritage Parties will confirm joint work plans (work plans) with Moriori, in relation to matters consistent with the purpose of this Hokoetanga of specific pieces of work to be undertaken which may:

20.1. provide the detail of the commitments agreed by Moriori Imi Settlement Trust and each respective Culture and Heritage Party;

20.2. set out a timetable and milestones for delivering on any agreed commitments;

20.3. confirm the responsibilities for the various parties in meeting the agreed commitments;

20.4. identify a process for resolving any issues or disputes;



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- 20.5. identify key contact persons for the parties;
  - 20.6. provide for mutually agreed outcomes; and
  - 20.7. provide for the work plans to be reviewed at the annual meeting.
21. Final topics for the work plans will be mutually agreed by Moriori Imi Settlement Trust and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
  22. 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 Moriori before issuing any such invitation.
  23. The Culture and Heritage Parties will endeavour to ensure, wherever reasonably practicable, that relevant forms which require respondents to provide information on their iwi/imi affiliation, including on-line registration documents, specifically enable responses that recognise the distinct identity of Moriori.

#### **Work Plan Topics Shared by all Parties**

24. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.
  - 24.1. Care and Management of Moriori miheke held by Culture and Heritage Parties and of land based Moriori heritage structures and monuments:
    - a. to provide access, advice and guidance on miheke and cultural heritage issues;
    - b. to work collaboratively with Moriori Imi Settlement Trust as far as reasonably practicable, to develop and maintain inventories for Moriori miheke;
    - c. to work collaboratively with Moriori Imi Settlement Trust to research Moriori miheke;
    - d. to work with Moriori Imi Settlement Trust to develop metadata for Moriori miheke;
    - e. to work collaboratively with Moriori Imi Settlement Trust on miheke care, management, and storage;
    - f. to develop mutually beneficial research projects that enhance the understanding of Moriori miheke and Moriori culture; and
    - g. to work collaboratively with Moriori Imi Settlement Trust on the identification, preservation and protection of their land based Moriori heritage, structures and monuments.
  - 24.2. Sharing knowledge and expertise associated with Moriori cultural heritage in order to:
    - a. share access to databases and/or catalogues specific to collections and miheke, subject to licence and contractual arrangements concerning the databases and/or catalogues;

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- b. share information on database use and research methodologies specific to, or that can be applied towards Moriori miheke;
- c. work together on exhibition planning processes and related activities specific to Moriori miheke;
- d. seek advice from Moriori Imi Settlement Trust regarding specific policy and tikane guidance as it relates to Moriori miheke; and
- e. share information on the preservation and protection of land based Moriori heritage, structures and monuments.

24.3. Opportunities for increased learning and capacity building relating to Moriori miheke through:

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

25. Final topics for the work plans will be mutually agreed by Moriori Imi Settlement Trust 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 Hokojetanga includes potential topics for work plans between Moriori Imi Settlement Trust and each of the Culture and Heritage Parties.

### Ongoing Relationships

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

### Communication

29. The Parties commit to:

- 29.1. maintain effective communication with one another on any concerns and issues arising from this Hokojetanga and its implementation;
- 29.2. as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
- 29.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Hokojetanga and the practical tasks which flow from it;

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29.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Hokoaeanga and future amendments; and

29.5. include a copy of this Hokoaeanga on the Culture and Heritage Parties' websites.

30. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Hokoaeanga shall be resolved after taking into account the Moriori Imi Settlement Trust vision and principles.

#### **Changes to Policy and Legislation Affecting this Hokoaeanga**

31. In addition to the specific commitments in this Hokoaeanga, the Culture and Heritage Parties will consult, wherever practicable, with the Moriori Imi Settlement Trust on legislative and policy development or review which potentially affects Moriori miheke and provide for opportunities for the Moriori Imi Settlement Trust to contribute to such developments.

32. If any of the Culture and Heritage Parties consult with the public, Moriori or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Culture and Heritage Parties operate, and which impacts on the purpose of this Hokoaeanga, the Culture and Heritage Parties shall:

32.1. notify the Moriori Imi Settlement Trust of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

32.2. make available to the Moriori Imi Settlement Trust the information provided to Moriori as part of the consultation process referred to in this clause; and

32.3. advise the Moriori Imi Settlement Trust the final outcome of any such consultation.

33. Where the Culture and Heritage Parties are required to consult under this Hokoaeanga, the basic principles that will be followed in consulting with Moriori Imi Settlement Trust trustees in each case are:

33.1. ensuring that Moriori Imi Settlement Trust 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;

33.2. providing Moriori Imi Settlement Trust trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;

33.3. ensuring that sufficient time is given for the participation of Moriori Imi Settlement Trust trustees in the decision making process including the preparation of submissions by Moriori Imi Settlement Trust trustees in relation to any of the matters that are the subject of the consultation;

33.4. ensuring that the Culture and Heritage party will approach the consultation with Moriori Imi Settlement Trust trustees with an open mind, and will genuinely consider the submissions of Moriori Imi Settlement Trust trustees in relation to any of the matters that are the subject of the consultation; and

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### 9: HOKOAEANGA TIAKI MIHEKE

33.5. reporting back to Moriori Imi Settlement Trust trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

#### **Dispute Resolution**

34. In the event that the parties cannot agree on the interpretation or implementation of this Hokoatanga, or agree revised terms following a review of the Hokoatanga, then a meeting will be convened between the Moriori Imi Settlement Trust 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.

35. Where the dispute has not been resolved within a reasonable period of time through a meeting under clause 34 then either party may require the dispute to be referred to mediation as follows:

35.1. the party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.

35.2. 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 35.1 mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:

- a. familiar with tikane based dispute resolution; and
- b. independent of the dispute.

35.3. the mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.

36. Where a mediator is appointed through the process described in clause 26, the costs of the mediation will be met jointly by the Parties.

#### **Review Provision**

37. This Hokoatanga 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 Hokoatanga. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered into in the Hokoatanga remain relevant and continue to capture the purpose of the Hokoatanga.

38. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at clause 26 and may sign an amended Hokoatanga that reflects the changes which will take effect upon signing.

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### 9: HOKOJETANGA TIAKI MIHEKE

#### Definitions

<b>“the Area”</b>	means the Moriori Area of Interest as defined at Appendix E
<b>“Culture and Heritage Parties”</b>	has the same meaning given to it in “the Parties” section of this Hokoetanga
<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>“Hokoetanga”</b>	means this Hokoetanga Tiaki Miheke
<b>“National Library”</b>	includes the Alexander Turnbull Library
<b>“Settlement Date”</b>	has the same meaning as in the Deed of Settlement.
<b>“Miheke”</b>	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 tchap', wāhi tchap' areas, wāhi karāpuna, historic places and historic areas of interest to Moriori. Te Papa includes natural environment collections in its definition of miheke.
<b>“Tchiaki Miheke”</b>	means the care and management, use, development and revitalisation of, and access to, miheke; whether held by imi or hūnau or the Crown parties
<b>“Miheke Tūturu”</b>	has the same meaning as “Taonga Tūturu” as defined in section 2 of the Protected Objects Act 1975

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[Issued on [ ]]

**Signing Parties**

**WITNESS**

TBC  
Chief Executive

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

**Mori Mori Imi Settlement Trust**

Date:

Address:

Paul James  
Chief Executive

**WITNESS**

**Te Tari Taiwhenua Department of Internal Affairs**

Date:

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

Bernadette Cavanagh  
Chief Executive

**WITNESS**

**Ministry for Culture and Heritage Manatū Taonga**

Date:

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

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Dr Arapata Hakiwai

Kaihautū

**Museum of New Zealand  
Te Papa Tongarewa**

Date:

**WITNESS**

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

Occupation:

Address:

Courtney Johnston

Tumu Whakarae | Chief Executive

**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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### 9: HOKOAETANGA TIAKI MIHEKE

#### **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 miheke:
  - a) to work with Moriori Imi Settlement Trust to develop processes to record what material relating to Moriori miheke is being accessed from the collections;
  - b) to work with Moriori Imi Settlement Trust develop protocols concerning use of and access to material relating to Moriori miheke;
  - c) to work with Moriori Imi Settlement Trust to develop exhibition opportunities relating to Moriori Settlement miheke; and
  - d) to provide Moriori Imi Settlement Trust the opportunity to share their mātauranga regarding key activities and events at National Library.
2. Sharing knowledge and expertise associated with Moriori miheke:
  - a) to share knowledge and expertise on Moriori miheke held overseas; and
  - b) to broker relationships with New Zealand and international libraries and heritage organisations.

#### **Archives New Zealand Te Rua Mahara o Te Kawanatanga**

3. Collaborative Care and Management of miheke:
  - a) to work with Moriori Imi Settlement Trust to develop processes to record what material relating to Moriori miheke is being accessed from the collections;
  - b) to work with Moriori Imi Settlement Trust to develop protocols concerning use of and access to materials relating to Moriori miheke;
  - c) to consult with Moriori Imi Settlement Trust regarding, and provide Moriori with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Moriori miheke that are superfluous to the needs of Archives New Zealand; and
  - d) to develop a process to provide information to Moriori Imi Settlement Trust on the type of research being conducted when Moriori miheke are being accessed.
4. Monitoring delivery of service:
  - a) to develop processes to monitor the effectiveness of the relationship with and services to Moriori Imi Settlement Trust in achieving outcomes mutually agreed in the work plans.



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### 9: HOKOAETANGA TIAKI MIHEKE

5. Analysis and reporting:
  - a) to prepare and prioritise a list of key questions to ask regularly in written reports to Moriori Imi Settlement Trust 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 Moriori miheke:
  - a) to consult with Moriori Imi Settlement Trust, and advise public offices and local authorities, on best practice in making access decisions for access to Moriori miheke held by the public archives and local authorities.

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

7. To work with Moriori Imi Settlement Trust consistent with the principle of Mana Taonga which:
  - a) seeks the input of communities for guidance on how their miheke should be managed, cared for, exhibited, or represented and gives all people who have miheke in Museum of New Zealand Te Papa Tongarewa's ("Te Papa") collections a special connection to the marae – Rongomaraeroa; and
  - b) shapes and informs many of Te Papa's activities and provides guidance for staff in the research, care, and management of miheke.
8. Collaborative Care and Management of miheke:
  - a) to develop and maintain an inventory of Moriori miheke held at Te Papa;
  - b) to work with Moriori Imi Settlement Trust to develop exhibition opportunities; and
  - c) to provide opportunities to promote Moriori artists at Te Papa.
9. To provide Moriori the opportunity to share their totohungatanga regarding key activities and events at Te Papa:
  - a) to recognise the Moriori Imi Settlement Trust as an Imi authority for Moriori in relation to miheke issues; and
  - b) to consult with Moriori Imi Settlement Trust regarding, and provide Moriori with the opportunity to acquire, Moriori miheke that may be deaccessioned by Te Papa.
10. Sharing knowledge and expertise associated with Moriori cultural heritage kaupapa:
  - a) to share knowledge and expertise associated with Moriori 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) Moriori miheke held overseas;
  - b) to actively facilitate Moriori relationships with New Zealand and international museums, galleries and heritage organisations; and
  - c) to actively facilitate opportunities for access and reconnection of Moriori Imi Settlement Trust miheke through the relationships stated in 10 (b) above.

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Te Papa: Future Aspirations:

11. In the future Te Papa and Moriori Imi Settlement Trust will work together on:

- a) New Zealand Museum Standards Scheme;
- b) advice on cultural centre development;
- c) cultural commercial initiatives;
- d) exhibition partnership;
- e) confirmation of provenance of kōimi tangata (Moriori skeletal remains) to Rēkohu is through hokopapa and verification of accession records of holding institutions and that when such provenance to Moriori has been established any competing claims will not be investigated

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

12. Moriori heritage places are miheke tuku iho, integral to Rēkohu and 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.

#### **HOKOORANGA MIHEKE MARAE – MORIORI BUILDINGS CONSERVATION PROGRAMME**

13. Wharenui, waka, ana and other forms of Moriori built heritage are important miheke to preserve for the future. Pouhere Taonga actively assists imi initiatives to preserve these miheke through a range of advisory and on-site services. The Moriori marae on Rēkohu (Kōpinga) is a relatively modern building (opened in 2005) but there are traditional living places for Moriori that will require conservation assistance, such as ana and the kōpi grove settlement sites.

14. These services include:

- a) conservation assessments;
- b) conservation technical advice and services;
- c) conservation workshops; and
- d) funding advice.

#### **MAHI HURA HENUA – MORIORI HERITAGE AND ARCHAEOLOGY**

15. 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 Rēkohu and 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 Moriori cultural values, and check that consultation between developers and Imi has been conducted; and
- b) help liaise with communities – tchakat henua, landowners, developers, archaeologists.

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### 9: HOKOAETANGA TIAKI MIHEKE

#### MAHI RĀRANGI KŌRERO – MORIORI HERITAGE AND THE LIST

16. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero ("the List") recognises historic places, historic areas, wāhi tchap', wāhi tchap' areas and wāhi karāpuna that are significant to the heritage of Aotearoa / New Zealand. Entry of Moriori heritage places on the List is a process that informs landowners and the public about 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 will:

- a) liaise and consult with Moriori and interested groups, e.g. landowners, local authorities, government departments;
- b) specifically prepare Moriori heritage proposals for entry on the List; and
- c) assist with research, and prepare reports for the Board of Pouhere Taonga and Māori Heritage Council.

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### 9: HOKOJETANGA TIAKI MIHEKE

#### **Appendix B: The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu (Miheke 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 Moriori Imi Settlement Trust with the opportunity for input into those matters.

#### **RELATIONSHIP PRINCIPLES**

2. Moriori Imi Settlement Trust, the Minister and the Chief Executive agree to abide by the relationship principles set out in [clauses 12 and 13] of this Hokojetanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

#### **HOKOJETANGA PROVISIONS**

3. The Ministry for Culture and Heritage ("MCH") agrees to comply with all of its obligations to Moriori Imi Settlement Trust set out in the body of the Hokojetanga.

#### **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 Moriori Imi Settlement Trust 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 miheke tūturu, including what to do if you find a miheke or Moriori artefact.

#### **NOTIFICATION OF TAONGA TŪTURU**

6. From the date this Hokojetanga is issued the Chief Executive will:
  - a) notify Moriori Imi Settlement Trust in writing of any Miheke Tūturu found within the Area or identified as being of Moriori origin found anywhere else in New Zealand;
  - b) provide for the care, recording and custody of any Miheke Tūturu found within the Area or identified as being of Moriori origin found anywhere else in New Zealand;
  - c) notify Moriori Imi Settlement Trust in writing of its right to lodge a claim with the Chief Executive for ownership of any Miheke Tūturu found within the Area or identified as being of Moriori origin found anywhere else in New Zealand;
  - d) notify Moriori Imi Settlement Trust 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 Miheke Tūturu found within the Area or identified as being of Moriori origin found

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anywhere else in New Zealand, or for any right, title, estate, or interest in any such Miheke Tūturu; and

- e) notify Moriori Imi Settlement Trust 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 Miheke Tūturu found within the Area or identified as being of Moriori origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Miheke Tūturu.

### **OWNERSHIP OF MIHEKE TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF MORIORI ORIGIN FOUND ELSEWHERE IN NEW ZEALAND**

7. If Moriori Imi Settlement Trust lodges a claim of ownership with the Chief Executive and there are no competing claims for any Miheke Tūturu found within the Area or identified as being of Moriori 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 Miheke Tūturu.
8. If there is a competing claim or claims lodged in conjunction with Moriori Imi Settlement Trust's claim of ownership, the Chief Executive will consult with Moriori Imi Settlement Trust 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 Miheke Tūturu.
9. When the Ministry is notified of a newly found miheke tūturu and is satisfied that it is at risk of physical deterioration, the Chief Executive will promptly seek professional conservation advice regarding physical care of the miheke tūturu until ownership is determined by the Māori Land Court.

### **CUSTODY OF MIHEKE TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF MORIORI ORIGIN FOUND ELSEWHERE IN NEW ZEALAND**

10. If Moriori Imi Settlement Trust does not lodge a claim of ownership of any Miheke Tūturu found within the Area or identified as being of Moriori 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:
  - a) consult Moriori Imi Settlement Trust before a decision is made on who may have custody of the Miheke Tūturu; and
  - b) notify Moriori Imi Settlement Trust in writing of the decision made by the Chief Executive on the custody of the Miheke Tūturu.

### **EXPORT APPLICATIONS - EXPERT EXAMINERS**

11. For the purpose of seeking an expert opinion from Moriori Imi Settlement Trust trustees on any export applications to remove any Miheke Tūturu of Moriori origin from New Zealand, the Chief Executive will register Moriori Imi Settlement Trust trustees on the MCH Register of Expert Examiners.
12. Where the Chief Executive receives an export application to remove any Miheke Tūturu of Moriori origin from New Zealand, the Chief Executive will consult Moriori Imi Settlement Trust

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### 9: HOKOETANGA TIAKI MIHEKE

trustees as an Expert Examiner on that application, and notify the Moriori Imi Settlement Trust 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 Moriori Imi Settlement Trust within the limits of the Act. In circumstances where the Chief Executive originally consulted Moriori Imi Settlement Trust as an Expert Examiner, the Minister may consult with Moriori Imi Settlement Trust where a person appeals the decision of the Chief Executive to:
- a) refuse permission to export any Miheke Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - b) impose conditions on the approval to export any Miheke Tūturu, or Ngā Taonga Tūturu, from New Zealand;
14. MCH will notify Moriori Imi Settlement Trust in writing of the Minister's decision on an appeal in relation to an application to export any Miheke Tūturu where Moriori Imi Settlement Trust was consulted as an Expert Examiner.

#### REGISTRATION AS A COLLECTOR OF KĀ MIHEKE TŪTURU

15. The Chief Executive will register Moriori Imi Settlement Trust trustees as a Registered Collector of Miheke Tūturu.

#### BOARD APPOINTMENTS

16. The Chief Executive shall:
- a) notify Moriori Imi Settlement Trust trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
  - b) add Moriori Imi Settlement Trust trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
  - c) notify Moriori Imi Settlement Trust trustees of any ministerial appointments to Boards which the Minister appoints to, where these are publicly notified.

#### NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

17. The Chief Executive shall seek and consider the views of Moriori Imi Settlement Trust trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Moriori interests and/or is located in the Moriori Area of Interest

#### HISTORY PUBLICATIONS RELATING TO MORIORI

18. The Chief Executive shall:
- a) provide Moriori Imi Settlement Trust trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Moriori; and
  - b) where reasonably practicable, consult with Moriori Imi Settlement Trust trustees on any work MCH undertakes that relates substantially to Moriori:

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- 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.

19. Moriori Imi Settlement Trust trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by Moriori Imi Settlement Trust 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**

20. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Moriori within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
21. Where appropriate, the Chief Executive will consider using Moriori Imi Settlement Trust trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in clause 20 and 21 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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### 9: HOKOJETANGA TIAKI MIHEKE

#### 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 peoples 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 Hokoetanga 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 Moriori.

#### 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:
  - (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 miheke;
  - (b) supplementing and furthering the work of other libraries in New Zealand; and



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### 9: HOKOAETANGA TIAKI MIHEKE

- (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 miheke;
  - (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.
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, imi is

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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, Moriori, 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 Moriori, 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.
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 miheke. 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.

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### 9: HOKOJETANGA TIAKI MIHEKE

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 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.

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.

#### *Heritage New Zealand - a change of name*

28. In 2010, the Ministry for Culture and Heritage led a review of the Historic Places Act 1993 (HPA) and as a result of that work the Heritage New Zealand Pouhere Taonga Act 2014 was enacted on Tuesday 20 May 2014. The Act made some changes to how Heritage New Zealand operates, and to archaeological provisions. It also formally changed its name to Heritage New Zealand Pouhere Taonga and completes our transition to an Autonomous Crown Entity.

29. Generations of New Zealanders grew up with the New Zealand Historic Places Trust, working with Heritage New Zealand to preserve New Zealand's significant heritage. But even though the name was well-known, it does not reflect who Heritage New Zealand is today.

30. While our status has changed some aspects of the way the organisation functions, there is much that will remain the same. Heritage New Zealand continues to:

- (a) Work in partnership with others, including imi Moriori, local and central government agencies, heritage NGOs, property owners, and its volunteers;
- (b) Provide advice to both central and local government, and property owners on the conservation of New Zealand's most significant heritage sites; and
- (c) Maintain the New Zealand Heritage List (formerly the national Register of historic places), manage 48 nationally significant heritage properties, regulate the modification of archaeological sites, and manage the national heritage preservation incentive fund.

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9: HOKOAETANGA TIAKI MIHEKE

Appendix D: Glossary/ Kuputaka

Term	Definition
Ana	Cave
Hokoaetanga	Agreement (Whakaaetanga)
Hokopapa	Ancestry (Whakapapa)
Hūnau	Family <i>plural</i> (Whānau)
Imi	Tribe, bones (Iwi)
Karāpuna	Ancestors <i>plural</i> (Tūpuna)
Kōimi tangata	Human remains (Kōiwi tangata)
Miheke	Treasure (Taonga)
Rākau momori	Living tree engraving (memorial tree)
Rē	Language (Reo)
Rēkohu	Chatham Islands (also name of the main Chatham Island). <i>To see the sun through mist.</i>
Tchakat henu	Indigenous people of the land (Tangata whenua)
tchap'	Sacred (Tapu)
Tiaki	Care for
Totohungatanga	Knowledge (Mātauranga)
Wāhi tchap'	Sacred place, landscape (Wāhi tapu)



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### 10: LETTERS OF INTRODUCTION

Iona Holstead  
Secretary for Education  
Ministry of Education  
WELLINGTON 6140

Tēnā rā koe Iona

#### **Deed of Settlement between the Crown and Moriori: Letter of Introduction**

As you may be aware, on 14 February 2020 the Crown signed a Deed of Settlement with Moriori and the Trustees of the Moriori Imi Settlement Trust to settle their historical Treaty of Waitangi claims. Please find enclosed a summary of the Deed of Settlement for your information. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The Moriori Claims Settlement Bill is scheduled to be introduced in the House on [date].

Strengthening the relationship between Moriori and the Crown is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Moriori and is one of the guiding principles around which the settlement has been designed.

In the Deed of Settlement with Moriori, it was agreed that the Chief Executive of the Office of Māori-Crown Relations – Te Arawhiti would write a letter of introduction to the Ministry of Education (the Ministry) to raise the profile of Moriori in relation to this portfolio. Accordingly, I am writing to introduce you to the Moriori Imi Settlement Trust (MIST), to outline the nature of Moriori interests in the work that the Ministry undertakes, and to suggest that the Ministry makes further contact with Moriori to foster a co-operative relationship and to confirm areas of mutual interest.

#### ***Moriori***

Moriori is an imi (iwi) with an area of interest covering Rēkohu and Rangihau (Chatham and Pitt Islands).

In addition to an iwi-specific settlement, Moriori are also party to negotiations towards a shared redress package with Ngāti Mutunga o Wharekauri.

A map outlining the Moriori area of interest and a summary of the historical background to the Moriori claims are included in the enclosed summary of the Deed of Settlement.

#### ***Relationship with Ministry of Education***

Moriori wish to work with the Ministry to build an effective and ongoing working relationship. Specifically, Moriori would like the Ministry to:

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### 10: LETTERS OF INTRODUCTION

- understand who Moriori are;
- understand that Moriori have their own distinct culture and language originating from their arrival directly to Rēkohu via Eastern Polynesia, and ensure that all communications and engagements reflect this accurately;
- understand and respect the unique nature of tikane (tikanga) Moriori;
- ensure that officials visiting Rēkohu come to Kōpinga Marae and engage respectfully with Moriori and the kawa at Kōpinga Marae before and during visits;
- work with Moriori to ensure that the Ministry accurately represents Moriori history, rē (language) and tikane in any relevant material;
- ensure a stronger and more meaningful role for Moriori in all aspects of management under the auspices of the Ministry including ensuring that appropriate resourcing is available; and
- develop a strategy to ensure that Moriori are involved in discussions around specific matters for which the Ministry is responsible.

As a first step, I would appreciate it if the Ministry contacted MIST to explore the best ways in which to engage on areas of mutual interest. This will help to establish a relationship between the two parties in light of Moriori social, cultural and economic aspirations.

The Chair of the Moriori Imi Settlement Trust is Maui Solomon. Mr Solomon can be reached by email ([mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)) or by telephone (03 305 0450). The postal address for the Moriori Imi Settlement Trust is:

Moriori Imi Settlement Trust  
PO Box 188  
Rēkohu/Chatham Island 8942

The Office for Māori Crown Relations – Te Arawhiti is dedicated to strengthening Crown engagement and partnership with Māori and Moriori and is available to support government agencies in their relationships with Māori and Moriori. If you have any additional questions please contact Joanna Johnston, Regional Director – Te Rāwhiti at the Office for Māori Crown Relations – Te Arawhiti via <mailto:joanna.johnston@tearawhiti.govt.nz>.

Naku noa, nā

**Lil Anderson**  
**Chief Executive**  
**The Office for Māori Crown Relations – Te Arawhiti**

CC: Maui Solomon, Chairperson – Moriori Imi Settlement Trust: [mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)



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### 10: LETTERS OF INTRODUCTION

Dr Ashley Bloomfield  
Director-General of Health and Chief Executive  
Ministry of Health  
WELLINGTON 6140

Tēnā rā koe Dr Bloomfield

#### **Deed of Settlement between the Crown and Moriori: Letter of Introduction**

As you may be aware, on 14 February 2020 the Crown signed a Deed of Settlement with Moriori and the Trustees of the Moriori Imi Settlement Trust (MIST) to settle their historical Treaty of Waitangi claims. Please find enclosed a summary of the Deed of Settlement for your information. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The Moriori Claims Settlement Bill is scheduled to be introduced in the House on [date].

Strengthening the relationship between Moriori and the Crown is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Moriori. This is one of the guiding principles around which the settlement has been designed.

In the Deed of Settlement with Moriori, it was agreed that the Chief Executive of the Office of Māori-Crown Relations – Te Arawhiti would write a letter of introduction to the Ministry of Health (the Ministry) to raise the profile of Moriori in relation to this portfolio. Accordingly, I am writing to introduce you to the Moriori Imi Settlement Trust (MIST), to outline the nature of Moriori interests in the work that the Ministry undertakes, and to suggest that the Ministry makes contact with Moriori to foster a co-operative relationship and to confirm areas of mutual interest.

#### ***Moriori***

Moriori is an imi (iwi) with an area of interest covering Rēkohu and Rangihau (Chatham and Pitt Islands).

In addition to an iwi-specific settlement, Moriori are also party to negotiations towards a shared redress package with Ngāti Mutunga o Wharekauri.

A map outlining the Moriori area of interest and a summary of the historical background to the Moriori claims are included in the enclosed summary of the Deed of Settlement.

#### ***Relationship with Ministry of Health***

Moriori wish to work with the Ministry to maintain an effective and ongoing working relationship. Specifically, Moriori would like the Ministry to:

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### 10: LETTERS OF INTRODUCTION

- understand who Moriori are;
- understand that Moriori have their own distinct culture and language originating from their arrival directly to Rēkohu via Eastern Polynesia, and ensure that all communications and engagements reflect this accurately;
- understand and respect the unique nature of tikane (tikanga) Moriori;
- ensure that officials visiting Rēkohu come to Kōpinga Marae and engage respectfully with Moriori and the kawa at Kōpinga Marae before and during visits;
- work with Moriori to ensure that the Ministry accurately represents Moriori history, rē (language) and tikane in any relevant material;
- ensure a stronger and more meaningful role for Moriori in all aspects of management under the auspices of the Ministry including ensuring that appropriate resourcing is available; and
- develop a strategy to ensure that Moriori are involved in discussions around specific matters for which the Ministry is responsible.

As a first step, I would appreciate it if the Ministry contacted MIST to explore the best ways in which to engage on areas of mutual interest. This will help to establish a relationship between the two parties in light of Moriori social, cultural and economic aspirations.

The Chair of the Moriori Imi Settlement Trust is Maui Solomon. Mr Solomon can be reached by email ([mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)) or by telephone (03 305 0450). The postal address for the Moriori Imi Settlement Trust is:

Moriori Imi Settlement Trust  
PO Box 188  
Rēkohu/Chatham Island 8942

The Office for Māori Crown Relations – Te Arawhiti is dedicated to strengthening Crown engagement and partnership with Māori and Moriori, and is available to support government agencies in their relationships with Māori and Moriori. If you have any additional questions please contact Joanna Johnston, Regional Director – Te Rāwhiti at the Office for Māori Crown Relations – Te Arawhiti at [joanna.johnston@tearawhiti.govt.nz](mailto:joanna.johnston@tearawhiti.govt.nz).

Naku noa, nā

**Lil Anderson**  
**Chief Executive**  
**The Office for Māori Crown Relations – Te Arawhiti**

CC: Maui Solomon, Chairperson – Moriori Imi Settlement Trust: [mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)

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Debbie Power  
Chief Executive  
Ministry of Social Development  
**WELLINGTON 6140**

Tēnā rā koe Debbie

#### **Deed of Settlement between the Crown and Moriori: Letter of Introduction**

As you may be aware, on 14 February 2020 the Crown signed a Deed of Settlement with Moriori and the Trustees of the Moriori Imi Settlement Trust to settle their historical Treaty of Waitangi claims. Please find enclosed a summary of the Deed of Settlement for your information. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The Moriori Claims Settlement Bill is scheduled to be introduced in the House on [date].

Strengthening the relationship between Moriori and the Crown is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Moriori. This is one of the guiding principles around which the settlement has been designed.

In the Deed of Settlement with Moriori, it was agreed that the Chief Executive of the Office of Māori-Crown Relations – Te Arawhiti would write a letter of introduction to the Ministry of Social Development (the Ministry) to raise the profile of Moriori in relation to this portfolio. Accordingly, I am writing to introduce you to the Moriori Imi Settlement Trust (MIST), to outline the nature of Moriori interests in the work that the Ministry undertakes, and to suggest that the Ministry makes contact with Moriori to foster a co-operative relationship and to confirm areas of mutual interest.

#### ***Moriori***

Moriori is an imi (iwi) with an area of interest covering Rēkohu and Rangihau (Chatham and Pitt Islands).

In addition to an iwi-specific settlement, Moriori are also party to negotiations towards a shared redress package with Ngāti Mutunga o Wharekauri.

A map outlining the Moriori area of interest and a summary of the historical background to the Moriori claims are included in the enclosed summary of the Deed of Settlement.

#### ***Relationship with Ministry of Social Development***

Moriori wish to work with the Ministry to maintain an effective and ongoing working relationship. Specifically, Moriori would like the Ministry to:

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- understand who Moriori are;
- understand that Moriori have their own distinct culture and language originating from their arrival directly to Rēkohu via Eastern Polynesia, and ensure that all communications and engagements reflect this accurately;
- understand and respect the unique nature of tikane (tikanga) Moriori;
- ensure that officials visiting Rēkohu come to Kōpinga Marae and engage respectfully with Moriori and the kawa at Kōpinga Marae before and during visits;
- work with Moriori to ensure that the Ministry accurately represents Moriori history, rē (language) and tikane in any relevant material;
- ensure a stronger and more meaningful role for Moriori in all aspects of management under the auspices of the Ministry including ensuring that appropriate resourcing is available; and
- develop a strategy to ensure that Moriori are involved in discussions around specific matters for which the Ministry is responsible.

As a first step, I would appreciate it if the Ministry contacted MIST to explore the best ways in which to engage on areas of mutual interest. This will help to establish a relationship between the two parties in light of Moriori social, cultural and economic aspirations.

The Chair of the Moriori Imi Settlement Trust is Maui Solomon. Mr Solomon can be reached by email ([mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)) or by telephone (03 305 0450). The postal address for the Moriori Imi Settlement Trust is:

Moriori Imi Settlement Trust  
PO Box 188  
Rēkohu/Chatham Island 8942

The Office for Māori Crown Relations – Te Arawhiti is dedicated to strengthening Crown engagement and partnership with Māori and Moriori, and is available to support government agencies in their relationships with Māori and Moriori. If you have any additional questions please contact Joanna Johnston, Regional Director – Te Rāwhiti at the Office for Māori Crown Relations – Te Arawhiti at [joanna.johnston@tearawhiti.govt.nz](mailto:joanna.johnston@tearawhiti.govt.nz).

Naku noa, nā

**Lil Anderson**  
**Chief Executive**  
**The Office for Māori Crown Relations – Te Arawhiti**

CC: Maui Solomon, Chairperson – Moriori Imi Settlement Trust: [mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)

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Dr Allan Freeth  
Chief Executive  
Environmental Protection Authority  
**WELLINGTON 6140**

Tēnā rā koe Dr Freeth

#### **Deed of Settlement between the Crown and Moriori: Letter of Introduction**

On 14 February 2020 the Crown signed a Deed of Settlement with Moriori and the Trustees of the Moriori Imi Settlement Trust to settle their historical Treaty of Waitangi claims. Please find enclosed a summary of the Deed of Settlement for your information. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The Moriori Claims Settlement Bill is scheduled to be introduced in the House on [date].

Strengthening the relationship between Moriori and the Crown is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Moriori. This is one of the guiding principles around which the settlement has been designed.

I acknowledge that as a Crown Agent, and New Zealand's independent environmental regulator, the Environmental Protection Authority (EPA) is required to make scientific, ethical, environmental, and cultural judgments that are consistent, fair, and transparent. In doing so, the EPA must maintain its independence as a decision maker, whilst maintaining productive relationships with those who have an interest in your work.

In the Deed of Settlement with Moriori, it was agreed that the Chief Executive of the Office of Māori-Crown Relations – Te Arawhiti would write a letter of introduction to the Environmental Protection Authority (EPA) to raise the profile of Moriori in relation to this portfolio. Accordingly, I am writing to introduce you to the Moriori Imi Settlement Trust (MIST), to outline the nature of Moriori interests in the work that the EPA undertakes, and to suggest that the EPA makes contact with Moriori to foster a co-operative relationship and to confirm areas of mutual interest.

#### ***Moriori***

Moriori is an imi (iwi) with an area of interest covering Rēkohu and Rangihau (Chatham and Pitt Islands).

In addition to an iwi-specific settlement, Moriori are also party to negotiations towards a shared redress package with Ngāti Mutunga o Wharekauri.

A map outlining the Moriori area of interest and a summary of the historical background to the Moriori claims are included in the enclosed summary of the Deed of Settlement.

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#### ***Relationship with the Environmental Protection Authority***

Moriori wish to work with the EPA to maintain an effective and ongoing working relationship. Specifically, Moriori would like the EPA to:

- understand who Moriori are;
- understand that Moriori have their own distinct culture and language originating from their arrival directly to Rēkohu via Eastern Polynesia, and ensure that all communications and engagements reflect this accurately;
- understand and respect the unique nature of tikane (tikanga) Moriori; and
- engage Moriori in accordance with the statutory processes under the environmental Acts the EPA administers.

As a first step, I would appreciate it if the EPA contacted MIST to explore the best ways in which to engage on areas of mutual interest. This will help to establish a relationship between the two parties in light of Moriori social, cultural and economic aspirations.

The Chair of the Moriori Imi Settlement Trust is Maui Solomon. Mr Solomon can be reached by email ([mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)) or by telephone (03 305 0450). The postal address for the Moriori Imi Settlement Trust is:

Moriori Imi Settlement Trust  
P O Box 188  
Rēkohu/Chatham Island 8942

The Office for Māori Crown Relations – Te Arawhiti is dedicated to strengthening Crown engagement and partnership with Māori and Moriori, and is available to support government agencies in their relationships with Māori and Moriori. If you have any additional questions please contact Joanna Johnston, Regional Director at the Office for Māori Crown Relations – Te Arawhiti at [joanna.johnston@tearawhiti.govt.nz](mailto:joanna.johnston@tearawhiti.govt.nz).

Naku noa, nā

**Lil Anderson**  
**Chief Executive**  
**The Office for Māori Crown Relations – Te Arawhiti**

CC: Maui Solomon, Chairperson – Moriori Imi Settlement Trust: [mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)

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Honiana Love  
Chief Executive  
Ngā Taonga Sound & Vision  
**WELLINGTON 6140**

Tēnā rā koe Honiana

**Deed of Settlement between the Crown and Moriori: Letter of Introduction**

As you may be aware, on 14 February 2020 the Crown signed a Deed of Settlement with Moriori and the Trustees of the Moriori Imi Settlement Trust to settle their historical Treaty of Waitangi claims. Please find enclosed a summary of the Deed of Settlement for your information. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The Moriori Claims Settlement Bill is scheduled to be introduced in the House on [date].

Strengthening the relationship between Moriori and the Crown is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Moriori. This is one of the guiding principles around which the settlement has been designed.

In the Deed of Settlement with Moriori, it was agreed that the Chief Executive of the Office of Māori-Crown Relations – Te Arawhiti would write a letter of introduction to the Ngā Taonga Sound & Vision (Ngā Taonga) to raise the profile of Moriori in relation to this portfolio. Accordingly, I am writing to introduce you to the Moriori Imi Settlement Trust (MIST), to outline the nature of Moriori interests in the work that Ngā Taonga undertakes, and to suggest that you make contact with Moriori to foster a co-operative relationship and to confirm areas of mutual interest.

***Moriori***

Moriori is an imi (iwi) with an area of interest covering Rēkohu and Rangihau (Chatham and Pitt Islands).

In addition to an iwi-specific settlement, Moriori are also party to negotiations towards a shared redress package with Ngāti Mutunga o Wharekauri.

A map outlining the Moriori area of interest and a summary of the historical background to the Moriori claims are included in the enclosed summary of the Deed of Settlement.

I note that, as part of this settlement, Ngā Taonga is involved in the Moriori Hokoatanga Tiake Miheke relationship agreement with Culture and Heritage agencies.

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#### ***Relationship with Ngā Taonga Sound & Vision***

Moriori wish to work with Ngā Taonga to maintain an effective and ongoing working relationship. Specifically, Moriori would like Ngā Taonga to:

- understand who Moriori are;
- understand that Moriori have their own distinct culture and language originating from their arrival directly to Rēkohu via Eastern Polynesia, and ensure that all communications and engagements reflect this accurately;
- understand and respect the unique nature of tikane (tikanga) Moriori;
- ensure that officials visiting Rēkohu come to Kōpinga Marae and engage respectfully with Moriori and the kawa at Kōpinga Marae before and during visits;
- work with Moriori to ensure that Ngā Taonga accurately represents Moriori history, rē (language) and tikane in any relevant material;
- ensure a stronger and more meaningful role for Moriori in all aspects of management under the auspices of Ngā Taonga including ensuring that appropriate resourcing is available; and
- develop a strategy to ensure that Moriori are involved in discussions around specific matters for which Ngā Taonga is responsible.

As a first step, I would appreciate it if Ngā Taonga contacted MIST to explore the best ways in which to engage on areas of mutual interest. This will help to establish a relationship between the two parties in light of Moriori social, cultural and economic aspirations.

The Chair of the Moriori Imi Settlement Trust is Maui Solomon. Mr Solomon can be reached by email ([mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)) or by telephone (03 305 0450). The postal address for the Moriori Imi Settlement Trust is:

Moriori Imi Settlement Trust  
PO Box 188  
Rēkohu/Chatham Island 8942

The Office for Māori Crown Relations – Te Arawhiti is dedicated to strengthening Crown engagement and partnership with Māori and Moriori, and is available to support government agencies in their relationships with Māori and Moriori. If you have any additional questions please contact Joanna Johnston, Regional Director – Te Rāwhiti at the Office for Māori Crown Relations – Te Arawhiti at [joanna.johnston@tearawhiti.govt.nz](mailto:joanna.johnston@tearawhiti.govt.nz).

Naku noa, nā

**Lil Anderson**  
**Chief Executive**  
**The Office for Māori Crown Relations – Te Arawhiti**

CC: Maui Solomon, Chairperson – Moriori Imi Settlement Trust: [mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)



## DOCUMENTS

### 10: LETTERS OF INTRODUCTION

Tim Fowler  
Chief Executive  
Tertiary Education Commission  
**WELLINGTON 6140**

Tēnā rā koe Tim

#### **Deed of Settlement between the Crown and Moriori: Letter of Introduction**

As you may be aware, on 14 February 2020 the Crown signed a Deed of Settlement with Moriori and the Trustees of the Moriori Imi Settlement Trust to settle their historical Treaty of Waitangi claims. Please find enclosed a summary of the Deed of Settlement for your information. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The Moriori Claims Settlement Bill is scheduled to be introduced in the House on [date].

Strengthening the relationship between Moriori and the Crown is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Moriori. This is one of the guiding principles around which the settlement has been designed.

In the Deed of Settlement with Moriori, it was agreed that the Chief Executive of the Office of Māori-Crown Relations – Te Arawhiti would write a letter of introduction to the Tertiary Education Commission (the Commission) to raise the profile of Moriori in relation to this portfolio. Accordingly, I am writing to introduce you to the Moriori Imi Settlement Trust (MIST), to outline the nature of Moriori interests in the work that the Commission undertakes, and to suggest that the Commission makes contact with Moriori to foster a co-operative relationship and to confirm areas of mutual interest.

#### ***Moriori***

Moriori is an imi (iwi) with an area of interest covering Rēkohu and Rangihau (Chatham and Pitt Islands).

In addition to an iwi-specific settlement, Moriori are also party to negotiations towards a shared redress package with Ngāti Mutunga o Wharekauri.

A map outlining the Moriori area of interest and a summary of the historical background to the Moriori claims are included in the enclosed summary of the Deed of Settlement.

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### 10: LETTERS OF INTRODUCTION

#### ***Relationship with the Tertiary Education Commission***

Moriori wish to work with the Commission to maintain an effective and ongoing working relationship. Specifically, Moriori would like the Commission to:

- understand who Moriori are;
- understand that Moriori have their own distinct culture and language originating from their arrival directly to Rēkohu via Eastern Polynesia, and ensure that all communications and engagements reflect this accurately;
- understand and respect the unique nature of tikane (tikanga) Moriori;
- ensure that officials visiting Rēkohu come to Kōpinga Marae and engage respectfully with Moriori and the kawa at Kōpinga Marae before and during visits;
- work with Moriori to ensure that the Commission accurately represents Moriori history, rē (language) and tikane in any relevant material;
- ensure a stronger and more meaningful role for Moriori in all aspects of management under the auspices of the Commission including ensuring that appropriate resourcing is available; and
- develop a strategy to ensure that Moriori are involved in discussions around specific matters for which the Commission is responsible.

As a first step, I would appreciate it if the Commission contacted MIST to explore the best ways in which to engage on areas of mutual interest. This will help to establish a relationship between the two parties in light of Moriori social, cultural and economic aspirations.

The Chair of the Moriori Imi Settlement Trust is Maui Solomon. Mr Solomon can be reached by email ([mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)) or by telephone (03 305 0450). The postal address for the Moriori Imi Settlement Trust is:

Moriori Imi Settlement Trust  
PO Box 188  
Rēkohu/Chatham Island 8942

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Naku noa, nā

**Lil Anderson**  
**Chief Executive**  
**The Office for Māori Crown Relations – Te Arawhiti**

CC: Maui Solomon, Chairperson – Moriori Imi Settlement Trust: [mauis@xtra.co.nz](mailto:mauis@xtra.co.nz)

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### 11: MORIORI QUOTA RFR DEED

#### BETWEEN

MORIORI IMI SETTLEMENT TRUST (the **Governance Entity**).

#### AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister of Fisheries (the **Crown**).

#### BACKGROUND

- A. Moriori and the Crown are parties to a deed of settlement to settle the Historical Claims of Moriori dated [*date of the Deed of Settlement*] (the **Deed of Settlement**).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over certain Quota.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
- by the Crown in satisfaction of its obligations referred to in clause [XX] of the Deed of Settlement; and
  - by the Governance Entity in satisfaction of its obligations under clause [XX] of the Deed of Settlement.

#### IT IS AGREED as follows:

#### 1. THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND

- 1.1 This Deed applies only if, during the period of 50 years from the Settlement Date:
- 1.1.1 the Minister of Fisheries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and
  - 1.1.2 the Minister of Fisheries nominates that species as an 'applicable species', meaning one to which the Governance Entity wishes to have a right of first refusal (**RFR**); and
  - 1.1.3 the Minister of Fisheries sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a **TACC**) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the RFR Area (an **Applicable TACC**).

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11: MORIORI QUOTA RFR DEED

**2. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC**

2.1 This Deed applies only to Quota (Applicable Quota) that:

2.1.1 relates to an Applicable TACC; and

2.1.2 has been allocated to the Crown as either:

- (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or
- (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

**3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY**

3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase the Required Minimum Amount or more of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

**4. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED**

4.1 Where:

4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[ \frac{2}{5} \times \frac{1}{2} \times A \right]$$

4.2 Where:

4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

## DOCUMENTS SCHEDULE

### 11: MORIORI QUOTA RFR DEED

4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of } \left[ \frac{2}{5} \times \frac{1}{2} \times C \right] \text{ or } \left[ \frac{1}{2} \times B \right]$$

4.3 For the purposes of this clause:

"A" is the total amount of Quota relating to the relevant Applicable TACC;

"B" is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

"x" is the Required Minimum Amount of Applicable Quota.

## 5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

### Crown must give RFR Notice

5.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an RFR Notice) to the Governance Entity which offers to sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice. The Crown may withdraw an RFR Notice.

5.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that RFR Notice under clause 6.

### Effect of withdrawing RFR Notice

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

### Crown has no obligation in relation to balance of Applicable Quota

5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

## 6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the

## DOCUMENTS SCHEDULE

### 11: MORIORI QUOTA RFR DEED

RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

6.1.1 by notice in writing to the Crown; and

6.1.2 by the relevant Expiry Date.

#### 7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date,

the Crown:

7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to the Governance Entity of that fact and disclose the terms of that agreement; and

7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

#### 8. RE-OFFER REQUIRED

8.1 If:

8.1.1 the Crown gives the Governance Entity an RFR Notice; and

8.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms

## DOCUMENTS SCHEDULE

### 11: MORIORI QUOTA RFR DEED

and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

#### 9. EFFECT OF THIS DEED

9.1 Nothing in this Deed will require the Crown to:

9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;

9.1.2 introduce any of the Applicable Species into the Quota Management System; or

9.1.3 offer for sale any Applicable Quota held by the Crown.

9.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

9.3.1 any requirement at common law or under legislation that:

(a) must be complied with before any Applicable Quota is sold to the Governance Entity; or

(b) the Crown must Sell the Applicable Quota to a third party; and

9.3.2 any legal requirement that:

(a) prevents or limits the Crown's ability to Sell the Applicable Quota to the Governance Entity; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

#### 10. THIS DEED DOES NOT APPLY IN CERTAIN CASES

10.1 Neither clause 3 nor clause 5.1 apply, if the Crown is Selling Applicable Quota to the Governance Entity.



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### 11: MORIORI QUOTA RFR DEED

#### 11. TIME LIMITS

- 11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.
- 11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

#### 12. ENDING OF RIGHT OF FIRST REFUSAL

##### **RFR ends on Sale which complies with this Deed**

- 12.1 The obligations of the Crown set out in this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

##### **RFR ends after 50 years**

- 12.2 The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.

#### 13. NOTICES

- 13.1 The provisions of this clause apply to Notices under this Deed:

##### **Notices to be signed**

- 13.1.1 the Party giving a Notice must sign it;

##### **Notice to be in writing**

- 13.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

##### **Addresses for notice**

- 13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

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### 11: MORIORI QUOTA RFR DEED

The Crown:

The Solicitor-General  
Crown Law Office  
Level 3, Justice Centre  
19 Aitken Street  
(PO Box 5012)  
WELLINGTON

Governance Entity:

Moriori Imi Settlement Trust  
*[Insert the address of the  
Governance Entity]*

Facsimile No: 04 473 3482

#### **Delivery**

13.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

#### **Timing of delivery**

13.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or
- (c) sent by facsimile will be treated as having been received on the day of transmission; and

#### **Deemed date of delivery**

13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

### **14. AMENDMENT**

14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

### **15. NO ASSIGNMENT**

15.1 The Governance Entity may not assign its rights or obligations under this Deed.

## DOCUMENTS SCHEDULE

### 11: MORIORI QUOTA RFR DEED

#### 16. DEFINITIONS AND INTERPRETATION

##### Definitions

16.1 In this Deed, unless the context otherwise requires:

**Applicable Quota** means Quota of the kind referred to in clause 2;

**Applicable Species** means a species which the Minister of Fisheries nominates as one to which the Governance Entity wishes to have a right of first refusal (RFR), under circumstances set out in clause 1;

**Applicable TACC** has the meaning given to that term by clause 1.1.2;

**Business Day** means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

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

**Deed** means this Deed giving a right of first refusal over Shellfish Quota;

**Deed of Settlement** has the meaning given by clause A of the Background to this Deed;

**Expiry Date**, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by the Governance Entity;

**Fisheries Legislation** means the Fisheries Act 1983 and the Fisheries Act 1996;

**Individual Transferable Quota** has the same meaning as in section 2(1) of the Fisheries Act 1996;

**Minister of Fisheries** means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

**Party** means the Governance Entity or the Crown;

**Provisional Individual Transferable Quota** has the same meaning as under section 2(1) of the Fisheries Act 1996;

**Quota** means quota under the Fisheries Legislation in relation to an Applicable Species (being a species referred to in clause 1);

## DOCUMENTS SCHEDULE

### 11: MORIORI QUOTA RFR DEED

**Quota Management Area** means any area declared by or under the Fisheries Legislation to be a quota management area;

**Quota Management System** means a quota management system established under Part IV of the Fisheries Act 1996;

**Quota Share** has the same meaning as in the Fisheries Act 1996;

**Required Minimum Amount**, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

**RFR Area** means the area identified in the map included in schedule 1; and

**RFR Notice** and **Notice** means a notice under clause 5.1;

**Sell** means to transfer ownership of Quota for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

**Settlement Date** means the date which is 20 Business Days after the Deed of Settlement becomes unconditional;

**Total Allowable Commercial Catch** or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

16.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

#### **Interpretation**

16.3 In the interpretation of this Deed, unless the context requires otherwise:

16.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

16.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

16.3.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

16.3.4 the singular includes the plural and vice versa;

16.3.5 words importing one gender include the other genders;

16.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;

## DOCUMENTS SCHEDULE

### 11: MORIORI QUOTA RFR DEED

- 16.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.3.8 a reference to a schedule is a schedule to this Deed;
- 16.3.9 a reference to a monetary amount is to New Zealand currency;
- 16.3.10 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 16.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.3.12 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 16.3.13 where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 16.3.14 a reference to time is to New Zealand time.

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11: MORIORI QUOTA RFR DEED

**SIGNED** as a Deed on *[Insert date]*

**SIGNED** by *[Name of trustee]* as a *[trustee of the governance entity]*, in the presence of:

\_\_\_\_\_  
*[Name of trustee]*

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

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

\_\_\_\_\_  
Occupation:

\_\_\_\_\_  
Address

**SIGNED** by *[Name of trustee]* as a *[trustee of the governance entity]*, in the presence of:

\_\_\_\_\_  
*[Name of trustee]*

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

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

\_\_\_\_\_  
Occupation:

\_\_\_\_\_  
Address

DOCUMENTS SCHEDULE

11: MORIORI QUOTA RFR DEED

SIGNED by [Name of trustee] as a [trustee of the governance entity], in the presence of:

\_\_\_\_\_  
[Name of trustee]

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

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

\_\_\_\_\_  
Occupation:

\_\_\_\_\_  
Address

SIGNED for and on behalf of  
**HER MAJESTY THE QUEEN** in right of  
New Zealand by the Minister of Fisheries,  
in the presence of:

\_\_\_\_\_  
The Hon [Name of Minister]

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

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

\_\_\_\_\_  
Occupation:

\_\_\_\_\_  
Address

DOCUMENTS SCHEDULE

11: MORIORI QUOTA RFR DEED

SCHEDULE 1 – MAP OF RFR AREA

