
Parties

TE RŪNANGA O NGĀI TAHU

and

HER MAJESTY THE QUEEN

in right of New Zealand

DEED OF SETTLEMENT
SECTION 3



10/10

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SECTION 3: AORAKI/MOUNT COOK**PREAMBLE**

- A In the spirit of co-operation, compromise and good faith which has brought about the Settlement, and in special recognition of the significance of Aoraki/Mount Cook to Ngāi Tahu Whānui, the Crown wishes to restore to Te Rūnanga title to Aoraki/Mount Cook.
- B Te Rūnanga in the same spirit wishes thereupon to make a gift to the Crown, on behalf of the people of New Zealand, of the title so restored in order that Aoraki/Mount Cook will remain and continue to be part of the National Park.
- C As further recognition of the significance to Aoraki/Mount Cook to Ngāi Tahu Whānui, this Deed also provides for a Statutory Acknowledgement, Deed of Recognition, Topūni and Statutory Advisor role for Te Rūnanga in relation to Aoraki/Mount Cook, and for the name of Mount Cook to be changed to Aoraki/Mount Cook.

3.1 DEFINITIONS

In this *Section 3*:

Aoraki/Mount Cook means the mountain known as Aoraki or Mount Cook being the land which lies within the National Park and which is identified as Aoraki/Mount Cook in *Allocation Plan MS 1*;

Gift Date means the day which is seven days after the Vesting Date;

National Park means the national park known as the Mount Cook National Park, constituted under the National Parks Act 1980;

Vesting Date means the Settlement Date or such other date as may be agreed in writing between Te Rūnanga and the Crown;

Terms defined in *Section 12* (Mahinga Kai - General) have the same meanings in this *Section 3*.

3.2 VESTING OF AORAKI/MOUNT COOK BY CROWN

The Settlement Legislation will provide that an Order in Council vesting in Te Rūnanga an estate in fee simple in Aoraki/Mount Cook will be made on the Vesting Date.



3.3 GIFT OF AORAKI/MOUNT COOK

Te Rūnanga wishes to transfer the estate in fee simple in Aoraki/Mount Cook by way of gift to the people of New Zealand. This will occur on the Gift Date and the terms of such gift shall be those set out in the Deed of Gift between Te Rūnanga and the Crown set out in *Attachment 3.1* (or such other terms as may be agreed in writing between Te Rūnanga and the Crown). Te Rūnanga will deliver the executed Deed of Gift to the Prime Minister or the Prime Minister's nominee on the Gift Date.

3.4 PROVISIONS IN SETTLEMENT LEGISLATION

The Settlement Legislation will:

- 3.4.1 provide that the Order in Council referred to in *clause 3.2* shall be made on the Vesting Date, and that such Order in Council shall take effect on that date notwithstanding anything in the National Parks Act 1980, section 11 and Part X of the Resource Management Act 1991 or any other enactment;
- 3.4.2 provide that upon delivery to the Prime Minister or the Prime Minister's nominee of the Deed of Gift referred to in *clause 3.3* on the Gift Date, the estate in Aoraki/Mount Cook vested in Te Rūnanga pursuant to the Order in Council referred to in *clause 3.2* will be vested in the Crown, in order to give effect to the gift made by Te Rūnanga to the Crown on behalf of the people of New Zealand;
- 3.4.3 provide that Aoraki/Mount Cook shall be and remain part of the National Park, and every regulation, lease, licence and other instrument previously subsisting in respect of the National Park under the National Parks Act 1980 or any other enactment shall have uninterrupted effect as if Aoraki/Mount Cook had remained Crown land at all times notwithstanding section 7(1)(a) of the National Parks Act 1980 and any other enactment and notwithstanding the vesting referred to in *clause 3.2* the gift back referred to in *clause 3.3* and the fact that Aoraki/Mount Cook will remain vested in Te Rūnanga for the period between the Vesting Date and the Gift Date;
- 3.4.4 provide that no gift duty will be payable by Te Rūnanga in respect of the gift of Aoraki/Mount Cook made by Te Rūnanga to the Crown on behalf of the people of New Zealand; and
- 3.4.5 include such provisions as are required to give effect to the Escrow Arrangement referred to in *clause 3.5*.



3.5 ESCROW ARRANGEMENT

Definition

3.5.1 In this clause 3.5.1:

the Counterpart means the executed counterpart of the Deed of Gift delivered to the Escrow Agent under *clause 3.5.2*;

Escrow Agent means Dame Catherine Anne Tizard (or such other person as Te Rūnanga and the Crown may agree).

Escrow Arrangement

3.5.2 Te Rūnanga shall, on the Vesting Date (contemporaneously with the coming into effect of the Order in Council referred to in *clause 3.2*) deliver to the Escrow Agent an executed counterpart of the Deed of Gift, with an instruction to the Escrow Agent to hold the Deed of Gift in escrow on the following terms:

- (a) the Escrow Agent shall hold the Counterpart in a secure place during the term of the escrow arrangement;
- (b) if Te Rūnanga delivers the Deed of Gift to the Prime Minister or the Prime Minister's nominee on the Gift Date, the Escrow Agent shall return the Counterpart to Te Rūnanga on the date following the Gift Date;
- (c) If Te Rūnanga has not delivered the Deed of Gift to the Prime Minister or the Prime Minister's nominee by 3.00 pm on the Gift Date, then the Prime Minister or the Prime Minister's nominee may give a notice to that effect to the Escrow Agent. Upon receipt of such a notice, the Escrow Agent shall, immediately after receipt of such notice, deliver to the Prime Minister or the Prime Minister's nominee the Counterpart.

Counterpart

3.5.3 If the Escrow Agent delivers the Counterpart to the Prime Minister or the Prime Minister's nominee in accordance with *clause 3.5.2(c)*, then Te Rūnanga will be deemed for all purposes to have delivered the executed Deed of Gift to the Prime Minister or the Prime Minister's nominee in accordance with *clause 3.3*, and the provision in the Settlement Legislation referred to in *clause 3.4.2* shall apply accordingly.



Agreement of Escrow Agent

3.5.4 Te Rūnanga shall, on or before the Vesting Date, deliver to the Prime Minister or the Prime Minister's nominee a deed executed by the Escrow Agent pursuant to which the Escrow Agent covenants in favour of the Crown and Te Rūnanga respectively to comply in all respects with this *clause 3.5*.

3.6 OTHER PROVISIONS RELATING TO AORAKI/MOUNT COOK

Te Rūnanga and the Crown record that provision is also made in this Deed for:

- 3.6.1 a Statutory Acknowledgement in relation to Aoraki/Mount Cook;
- 3.6.2 a Deed of Recognition in relation to Aoraki/Mount Cook;
- 3.6.3 a Tōpuni in relation to Aoraki/Mount Cook;
- 3.6.4 a Statutory Adviser role for Te Rūnanga, in relation to Aoraki/Mount Cook;
- 3.6.5 the change of the name of Mount Cook to Aoraki/Mount Cook; and
- 3.6.6 the change of the name of the National Park to Aoraki/Mount Cook National Park.

Handwritten signature and date, possibly "A. King" and "15/12".

ATTACHMENT 3.1
DEED OF GIFT FOR AORAKI/MOUNT COOK
(Clause 3.3)

Date:

BETWEEN:

- 1 **TE RŪNANGA O NGĀI TAHU** (*Te Rūnanga*)
- 2 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (*the Crown*).

BACKGROUND

- A. Under the Deed of Settlement, pursuant to which the parties agreed to settle the Ngāi Tahu Claims, the Crown agreed to make provision for the vesting in Te Rūnanga of an estate in fee simple in Aoraki/Mount Cook and for the recognition of the significance of Aoraki/Mount Cook to Ngāi Tahu Whānui.
- B. The vesting of the estate in fee simple in Aoraki/Mount Cook took place on [*date to be inserted*].
- C. Te Rūnanga has accepted the vesting of Aoraki/Mount Cook under the Deed of Settlement in the spirit of co-operation, compromise and good faith which brought about the settlement of the Ngāi Tahu Claims and, in the same spirit, wishes to gift back to the people of New Zealand the estate in fee simple in Aoraki/Mount Cook.

NOW THEREFORE the parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires:

Aoraki/Mount Cook means the mountain known as Aoraki or Mount Cook being the land which lies within the National Park and which is identified as Aoraki/Mount Cook on the map attached to the Deed of Settlement as *Allocation Plan MS 1*;

Deed of Settlement means the Deed of Settlement between Te Rūnanga and the Crown dated [] 1997;



National Park means the national park known as the Mount Cook National Park, constituted under the National Parks Act 1980;

and other terms used with capitalised initial letters in this Deed which have been defined in the Deed of Settlement will have the same meanings in this Deed as they have in the Deed of Settlement.

1.2 Clause 1.3 of the Deed of Settlement shall apply to, and be read as part of, this Deed.

2 GIFT BY TE RŪNANGA OF AORAKI/MOUNT COOK

In the spirit of co-operation, compromise and good faith which has brought about the settlement effected by the Deed of Settlement, Te Rūnanga hereby unconditionally gifts solely and exclusively to the Crown, on behalf of the people of New Zealand, an estate in fee simple in Aoraki/Mount Cook.

3 ACCEPTANCE BY CROWN OF GIFT OF AORAKI/MOUNT COOK

The Crown accepts the gift by Te Rūnanga made pursuant to *clause 2* on behalf of the people of New Zealand in the same spirit with which the gift was made and confirms that it holds and manages Aoraki/Mount Cook subject to the National Parks Act 1980 and the relevant provisions of the Deed of Settlement and the Ngāi Tahu Claims Settlement Act [].

4 OTHER PROVISIONS RELATING TO AORAKI/MOUNT COOK

Te Rūnanga and the Crown record that provision is also made in the Deed of Settlement for:

- 4.1 a Statutory Acknowledgement in relation to Aoraki/Mount Cook;
- 4.2 a Deed of Recognition in relation to Aoraki/Mount Cook;
- 4.3 a Topūni a relation to Aoraki/Mount Cook;
- 4.4 a Statutory Adviser role for Te Rūnanga, in relation to Aoraki/Mount Cook;
- 4.5 the change of the name of Mount Cook to Aoraki/Mount Cook; and
- 4.6 the change of the name of the National Park to Aoraki National Park.

EXECUTED as a deed on the date first written above.

[insert appropriate execution provisions]