

**TŪHOE**

**ME**

**TE URU TAUMATUA**

**RĀUA KO**

**TE KARAUNA / THE CROWN**

---

**WHĀRIKI: NĀ KOHINA PŪRONO TUHINA**  
**DEED OF SETTLEMENT SCHEDULE: DOCUMENTS**

---

*g #*

**TABLE OF CONTENTS**

1.	NĀ KŌRERO RANATIRA Ā TŪHOE ME TE KARAUNA	2
2.	SERVICE MANAGEMENT PLAN	4
3.	CLAIMS AUDIT	5
4.	PROTOCOLS	7
4.1	PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES	8
4.2	TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE	20
5.	RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT	33
6.	RELATIONSHIP AGREEMENT WITH BAY OF PLENTY REGIONAL COUNCIL	38
7.	RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION	39
8.	ENCUMBRANCES	40
8.1	DEED OF COVENANT - KAINGAROA FOREST	41
8.2	FORMER KAINAHA HISTORIC RESERVE EASEMENT	49
9.	LEASES FOR LEASEBACK PROPERTIES	57
9.1	LEASE WITH THE MINISTRY OF EDUCATION	58

---

**1. NĀ KŌRERO RANATIRA Ā TŪHOE ME TE KARAUNA**

---

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
 NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

1: NĀ KŌRERO RANATIRA Ā TŪHOE ME TE KARAUNA



TE KAWA MĀHĀRIKANGA O TŪHOE



**Nā Kōrero Ranatira ā  
Tūhoe me Te Karauna**

**Ngā Kōrero Rangatira ā  
Tūhoe me Te Karauna**

*He kōrero pūwhiriwhiri ārahi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*Kei te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi, he kōrero mānawhāhi te whakaitiwhiriwhiri kōrero ārahi.*

*These are the solemn words and commitments – ngā kōrero mānawhāhi – of Tūhoe and of the Crown concerning their future relationship and dealings with each other.*

*The words of the Tūhoe people is provided in their whakataupā, cultural and other spiritual matters, all matters concerning ancestral matters – te kōrero mānawhāhi – related all those things which distinguish and identify them as a people – their unique identity.*

*The words of the Crown reflects its responsibility for just, peaceful and democratic government; as the essential qualities – te kōrero mānawhāhi – of equity and all the human rights and values that the people of Aotearoa New Zealand hold dear.*

*Tūhoe past relationship with the Crown has been grievous and filled with pain. Some hopeful and genuine attempts to improve it occurred in the past but they marched and faded away. By the words of Te Tiriti.*

*Now, however Tūhoe and the Crown have committed themselves to achieving a just and honourable solution for the meaningful message reflected in Te Tiriti over centuries and many generations.*

*It is timely, therefore, that we, Tūhoe and the Crown, resolve to work and work together for our mutual honour, dignity, advantage and progress. And it is fitting that in performance of such resolve the Crown and Tūhoe should acknowledge their respective mana.*

*We therefore, the Crown acknowledges the mana whakaitiwhiriwhiri of Tūhoe and Tūhoe acknowledges the mana of the Crown, as a core step along the path of our future relationship and dealings with one another.*

*Let these words guide our way to a genuine deal – kōrero mānawhāhi – which looks back on the past and forward to the future and opens it.*

*Witnessed by us, for and on behalf of the Mana of Tūhoe and of the Crown, this 2nd day of July Two Thousand and Eleven at Rangitikeia.*

Te Tūhoe *[Signature]*

*[Signatures]*

Mo Te Karauna *[Signature]*

*[Signatures]*

*[Signatures]*

*[Signatures]*

*[Signatures]*

*[Signatures]*



---

**2. SERVICE MANAGEMENT PLAN**

---



# NGĀI TŪHOE

## SERVICE MANAGEMENT PLAN



*Handwritten signature*

# FOREWORD

## Hei kupu whakataki, hei mihi mā te Karauna ki a Ngāi Tūhoe

*Whakarongo ake ai au ki te tangi a te manu nei a te mā tui, tūtūi tuituiā  
Tuia te ata hāpara, tuia te ataahia, tuia te haeata ka titi iho ka titi ake  
Tērā te haeata tākiri ana mai ki runga i ngā tini maunga o Ngāi Tūhoe  
Ngāi Tūhoe kirikawa ki te kupu, kirikawa ki te riri, kirikawa ki te rākau  
Nei rā tātou e kōkiri ngātahi nei i te ara kei mua i te aro  
E whai hua ai ngā uri whakatupu o Ngāi Tūhoe  
Kia tukua atu te kupu whakamihī ki a koutou - ka tika  
Ngāi Tūhoe - tēnā koutou, tēnā koutou – tēnā tātou katoa*

On Saturday 2 July 2011 Hon. Christopher Finlayson, Minister for Treaty of Waitangi Negotiations announced to the assembled members of Ngāi Tūhoe at Mataatua Marae in the Bay of Plenty:

*“Cabinet has agreed that Crown agencies should work more closely with Ngāi Tūhoe to improve social services.*

*I am pleased to announce today that a high level Social Service Taskforce has been established for this purpose.*

*The Taskforce is being led by the Ministry of Social Development with support from the Office of Treaty Settlements. It includes senior representatives from: Building and Housing NZ<sup>1</sup>, Health, Education, Te Puni Kokiri, the Ministry of Social Development as well as the Office of Treaty Settlements. The Department of the Prime Minister and Cabinet maintain an oversight role”.*

Over the twelve months following that announcement, members of these Crown agencies and Ngāi Tūhoe have worked constructively together to create this document, which they have agreed to call the “Ngāi Tūhoe Service Management Plan.”

The Ngāi Tūhoe Service Management Plan inaugurates an initial working relationship of up to forty-years between these Crown agencies and Ngāi Tūhoe. The commitments in the Plan are made for the purposes of developing, implementing, expanding and renewing from time to time, a plan for the transformation of the social circumstances of the people of Ngāi Tūhoe.

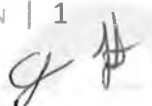
All involved with this task have found it challenging, rewarding and humbling. The tenacity, patience and commitment of Ngāi Tūhoe leadership over generations and their generosity in working transparently and without rancour with Crown agencies has for Crown officials, been both a privilege professionally, and personally rewarding. This practical Service Management Plan is the consequence.

I wish to thank Ngāi Tūhoe leadership and Crown officials who have committed so generously and professionally to the creation of this Ngāi Tūhoe Service Management Plan. With such enduring good will its prognosis is positive.



MURRAY EDRIDGE  
Chair - Social Service Taskforce  
Wellington  
Date: November 2012

<sup>1</sup> Now Ministry of Business, Innovation and Employment



# A SOLEMN ENGAGEMENT BY THE CROWN TO TŪHOE -TE URU TAUMATUA

## Under this Service Management Plan: Ministry of Business, Innovation and Employment, Ministry of Education, and Ministry of Social Development

Solemnly commit to abide by the provisions and perform their actions as expressed in this Service Management Plan (SMP), in pursuance of the intentions expressed in the annexed Crown - Ngāi Tūhoe relationship statement signed at Ruatahuna on 2 July 2011.

The Ministry of Business, Innovation and Employment (MBIE), the Ministry of Education (MoE) and the Ministry of Social Development (MSD) are referred to in this SMP as “the parties” or “party” as the context may demand.

### Preamble

The commitments made in this SMP and its annexed Sector Chapters are to Tūhoe -Te Uru Taumatua (Tūhoe) for and on behalf of the people of Ngāi Tūhoe by the Chief Executives of the Ministries of Business, Innovation and Employment, Education and Social Development for and on behalf of the Crown<sup>2</sup>. Where the context demands “Tūhoe” includes the people of Ngāi Tūhoe.

This SMP has been entered into for the purposes of developing, implementing, expanding and renewing from time to time, a plan for the transformation of the social circumstances of the people of Ngāi Tūhoe.

### The commitments support and enhance the stated Tūhoe aspirations of:

- Securing Tūhoe people’s freedom to determine how they will live; raise their whānau; keep traditions alive; celebrate who they are; and preserve and maintain their language and cultural values.
- Building Tūhoe capability and capacity to invigorate Tūhoe unity, prosperity and interdependence. This will support the creation of communal responsibility, employment, wealth opportunities and a desirable lifestyle for all Tūhoe people. Designing with their own hands infrastructural development, resulting in improved governance and management; modernised systems, procedures and processes; Tribal centres for strategic operations; effective service provision and delivery; inter-rohe coordination and shared policy programming.

The immediate intention of the parties is that Tūhoe become well housed, in good health, with good educational opportunity and social support so that they may manage their own affairs to the maximum practical extent.

2 For the purposes of this SMP: “The Crown” means the Sovereign in right of New Zealand and includes all Ministers of the Crown and all departments, but does not include—  
(i) An Officer of Parliament; or  
(ii) A Crown entity (including the DHBs listed in the chapters to this SMP); or  
(iii) A State enterprise named in Schedule 1 to the State-Owned Enterprises Act 1986.



## Purpose of the Engagement

On 2 July 2011 the Crown and Ngāi Tūhoe signed a high-level relationship statement, **Nā Kōrero Ranatira ā Tūhoe me Te Karauna**<sup>3</sup>. The agreement, which is a commitment to a constructive future relationship, was the first between Tūhoe and the Crown in over 100 years. It enables the Crown to commence redress with Tūhoe of the wrongs arising from previous disengagement and past actions of the Crown and to learn new and sustained ways to substantially improve the social condition of Maori to equality with other New Zealanders.

The relationship statement is annexed and states in part:

*Ngāi Tūhoe's past relationship with the Crown has been grievous and filled with pain. Some hopeful and genuine attempts to improve it occurred in the past but they swirled and faded away, like the mists of Te Urewera.*

*Now, however Ngāi Tūhoe and the Crown have committed themselves to achieving a just and honourable redress for the manifold wrongs inflicted on Ngāi Tūhoe over centuries and many generations.*

*It is timely, therefore, that we, Ngāi Tūhoe and the Crown, resolve to walk and work together for our mutual honour, dignity, advantage and progress. And it is fitting that in furtherance of such resolve the Crown and Ngāi Tūhoe should acknowledge their respective mana.*

Nā Kōrero Ranatira ā Tūhoe me Te Karauna provides a unique opportunity for the Crown and Tūhoe to re-engage in a constructive manner to advance the social and economic status of Tūhoe. A result of that re-engagement has been this SMP.

The SMP is a commitment by an initial set of nominated Ministries to Tūhoe, builds on Nā Kōrero Ranatira ā Tūhoe me Te Karauna and provides for a strategic pathway for the transformation of the social circumstances of Tūhoe. It sets out how the parties and Tūhoe will work together to improve the housing, health, education, and social support and development of iwi members, particularly those living in the Tūhoe rohe.

The SMP includes Crown and Tūhoe priorities, actions and relationship arrangements to be implemented over the next five years, being phase one of an intended 40 year (two generation) plan to achieve specified agreed outcomes which will be documented in each of the agreed work plans.

It contains:

- Shared Crown - Tūhoe social service goals acknowledging the goal of Tūhoe to manage their own affairs to the maximum autonomy possible in the circumstances;
- An initial five-year work programme to achieve shared goals and a process to evaluate progress;
- The commitments the parties have made to support Tūhoe's efforts to achieve the maximum autonomy possible in the circumstances in the management of their affairs;
- A process for the parties and Tūhoe to initiate further development programmes and by mutual agreement extend the SMP;
- An agreed process with each party for "future proofing" the relationship;
- A commitment to combined action and sharing of resources where that is in the mutual best interests of the parties;
- A commitment by all parties to learn how best to work with Tūhoe to achieve the required outcomes and to take such steps as are reasonable to achieve that outcome;
- An annual opportunity for Rangatira to Rangatira engagement between the Crown and Tūhoe and for consideration of an Annual Report;
- A mechanism for the resolution of disputes;
- The establishment and maintenance of a supporting secretariat.

<sup>3</sup> The relationship statement also has the title Ngā Kōrero Rangatira ā Tūhoe me Te Karauna

## Status of the SMP

This SMP is a relationship instrument from the Crown. It sets out processes and action points that will guide future working relationships between selected Crown ministries (the parties) and Tūhoe. While this document is a statement from the Crown, it has been developed in collaboration with Tūhoe.

The Bay of Plenty District Health Board, Lakes District Health Board and the Hawke's Bay District Health Board (collectively referred to as "the DHBs") are signatories to the Health chapter to this SMP as an endorsement of their commitment to their statutory obligations and recognising the practicality that transformation of the social circumstances of the people of Ngāi Tūhoe will be effective only in partnership with improved housing, education and social support. The obligations on District Health Boards arise from the New Zealand Public Health and Disability Act 2000 and cannot be generally affected by the provisions of this SMP.

The Health Chapter should therefore be viewed as a stand-alone document that is not affected in any way by any of the provisions in the remainder of the SMP, including other chapters.

The parties have signed this SMP in the context of the negotiations for a proposed Treaty settlement between the Crown and Tūhoe and as a gesture of commitment following the signing of Nā Kōrero Ranatira ā Tūhoe me Te Karauna. The Crown through the parties will use its best endeavours to uphold and fulfil the commitments it undertakes in this SMP. Notwithstanding this and for the avoidance of doubt:

- (a) The SMP does not override or limit:
  - i. Any legal rights or obligations of the parties including legislative rights, powers or obligations;
  - ii. The obligations on District Health Boards, as described in the New Zealand Public Health and Disability Act 2000;
  - iii. The functions, duties and powers of the relevant Ministers, Chief Executives, and any Ministry officials, or statutory officers;
  - iv. The ability of the Government to introduce legislation and change Government policy; and
  - v. The ability for the Crown to interact or consult with any other person, including any iwi, hapu, marae, whanau or their representative.
- (b) The SMP does not affect or replace any existing arrangements in place between the parties, and Tūhoe; and
- (c) The SMP does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land or any resource including intellectual property held, managed or administered by the Crown or Tūhoe.

The commitments under the SMP are limited to the extent that they are within the capability and resources of the parties and Tūhoe. The SMP and its chapters are not legally binding on the Crown (including the parties) or Tūhoe. The parties and Tūhoe recognise that in order to achieve the actions points, deliberate steps will be required, including the allocation of appropriate resources. The Crown and Tūhoe are committed to taking such steps on an ongoing basis, and will not adopt measures which would prejudice the achievement of action points or progress already made without prior consultation, and prior consideration of all reasonable alternatives.

The Crown and Tūhoe will reaffirm their commitment to the SMP through the Deed of Settlement enshrining the settlement of historical Treaty of Waitangi grievances of Tūhoe against the Crown. Subject to the wishes of Tūhoe the commitment of the parties under this SMP will endure irrespective of whether the settlement of the historical Treaty grievances of Tūhoe occurs or not.

The discussions and negotiations leading to the construction of the SMP have created understanding, a willingness to be involved and the development of a warm, constructive relationship between the parties and Tūhoe. The parties are committed to cementing and expanding this relationship within which they will, according to their mandate, "go the extra mile" to assist Tūhoe to achieve its goals.

The SMP is to be to the mutual benefit of the Crown and Tūhoe. The SMP provides the Crown with knowledge of Tūhoe identity, language and culture to support the delivery of services. It informs the parties thinking about how best to work with Tūhoe. It is expected that innovations in the Tūhoe rohe will provide the opportunity for the parties to learn new ways to improve services to Māori and all New Zealanders.

It is intended that at appropriate future times by agreement between the parties and Tūhoe, further Ministries and Departments which are able to contribute to the betterment of Tūhoe will be added to this SMP.

## Background Information

Ngāi Tūhoe is New Zealand's sixth largest iwi with a population of over 32,000 at the 2006 census. Approximately one third of Tūhoe people live in the Bay of Plenty. The remainder are mainly located in Auckland, Wellington and Hamilton.

The parties have developed this SMP with Tūhoe to improve social outcomes. The SMP reflects the Crown's responsibility to iwi members as citizens of Aotearoa New Zealand and it also contributes to a comprehensive settlement of Tūhoe's historic grievances against the Crown.

The services provided through the parties are the focus of this SMP. Senior representatives from the parties are members of a Social Service Taskforce that, over the period of a year, has and will continue to work closely with Tūhoe to develop and implement the SMP.

Progress against each of the agreed goals and priorities will be documented in an annual report reviewed by the Taskforce and discussed at the Rangatira to Rangatira Annual Meeting. Redressing social disadvantage in Te Urewera will take time and the SMP will be reviewed and updated after the first five years. The parties may by individual agreement with Tūhoe, depending on their progress, update more frequently as goals are achieved and progress made.

## Term of SMP

**Nā Kōrero Ranatira ā Tūhoe me Te Karauna** is an enduring statement between the Crown and Tūhoe. As a consequence the parties commit to support this SMP (subject to the outcome of any review of the SMP) for either 40 years or until the fulfilment of the Crown's agreed contribution to Tūhoe through the provisions of this SMP.

## Shared Principles and Goals

### Principles

The Crown acknowledges the Mana Motuhake<sup>4</sup> of Ngāi Tūhoe.

The parties and Tūhoe:

- are committed to establishing, maintaining and strengthening positive, co-operative and enduring relationships;
- will actively work together and use their shared knowledge and expertise to improve social outcomes for Tūhoe;
- will co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability putting the disengagement of the past behind them.

The parties support the Ngāi Tūhoe vision of Tūhoetanga and mission for Mana Motuhake.

<sup>4</sup> Mana Motuhake is defined within the terms of this SMP as: "Progressively enhancing Tūhoe autonomy in decision making matched by its growth in infrastructure, capability and leadership in social service provision. This is balanced by the Crown's governance role under Te Tiriti O Waitangi. Through the Treaty Settlement practical steps will be taken for Tūhoe to manage their affairs within their core area of interest with the maximum autonomy possible in the circumstances."

## Goals

All parties to this SMP support and undertake to contribute to the best of their ability to the following goals:

- The aspiration of Tūhoe to manage their own affairs to the maximum autonomy possible in the circumstances;
- That over the first five year phase of this SMP and all agreed subsequent phases, the housing, health, education, training, employment, and family unit safety of Tūhoe will substantially increase according to the standard measures in place from time to time to validate such matters or such specific standards as the parties may agree;
- That all parties recognise the importance of iwi, hapū and whānau in assisting in the achievement of these goals and undertake and agree to work with them and any appropriate facilitating and supporting programmes. The parties specifically acknowledge that at any time Tūhoe may seek to join Whānau Ora or any programme replacing or supplementing it;
- That all parties to this SMP recognise that they represent to Tūhoe a united voice of the Crown and will where possible and necessary work in partnership both among themselves and with Tūhoe, to achieve the aspirations and goals of Tūhoe.

## Sector Chapters

This SMP has been designed to allow the freedom to each party to outline the activities necessary to fulfil their individual obligations under this SMP. Those activities are set out in Appendix 2 which consists of four sector chapters referred to as Housing, Education, Health and Social Development. For clarity, and to facilitate concerted action where required, each of the sector chapters follow this format:

- shared purpose and goals;
- priorities and responsibilities – immediate & longer-term;
- an action plan;
- monitoring and review provisions;
- mechanisms to ensure a fit for purpose relationship which will endure into the future; and
- a commitment to work collaboratively with others where necessary and desirable to achieve the required outcomes.

## Relationship Maintenance, Monitoring and Review

### *The Social Service Taskforce*

The Social Service Taskforce that oversaw the development of the SMP will continue to meet throughout the first five year tranche of this SMP, to oversee its implementation and to ensure that a whole of government approach is taken where necessary and desirable. Tūhoe has agreed to attend those meetings which will provide a forum for discussion between senior agency representatives and Tūhoe. The Chair will be appointed by the Chief Executive of the Ministry of Social Development. Meetings will be held six monthly over the first five years.

All necessary management, coordination, secretarial and support services required for the Taskforce will be provided by the Ministry of Social Development.

### *The Annual Report*

The Taskforce will, in consultation with Tūhoe, prepare an annual report on progress with implementing the SMP. This work will be co-ordinated and led by the Ministry of Social Development. The report will be submitted to Ministers with portfolio responsibilities for the parties participating in the SMP. The annual report will be the main item of business at an annual Rangatira to Rangatira hui between the Crown and Tūhoe as prescribed below.

### *Annual Rangatira to Rangatira Hui*

Crown Ministers responsible for the parties participating in the SMP will meet annually with the chair of Tūhoe-Te Uru Taumatua and other Tūhoe leaders. The Minister of Health will also attend because of the importance of addressing health disparities in Te Urewera and the contribution of the DHBs to this.

The purpose of the annual meeting is to:

- consider the report on progress in implementing the SMP, progress towards its goals and the health of the relationship between Tūhoe and the parties; and
- consider any changes or additions to the SMP and any action that may be needed.

The Chief Executives or their deputies of the parties who are signatories to the SMP will also attend the annual hui. They will be responsible for implementing any decisions made. The Chief Executive or deputy of the Ministry of Health will also attend.

A Minister of the Crown and the Chair of Tūhoe -Te Uru Taumatua will co-chair the hui.

Tūhoe and the parties will agree the hui date, agenda and location at least two months prior to each Rangatira to Rangatira hui. The Chair of the Social Service Taskforce will be responsible for organising the Rangatira to Rangatira hui.

### ***Review***

The SMP involves a long-term relationship between the parties and Tūhoe. It will be reviewed after every five year period. The nature of the review will be agreed between the Taskforce and Tūhoe closer to the time, but is likely to cover such things as:

- progress in implementing SMP actions, achieving SMP goals and lifting social outcomes;
- the health of the relationship between the parties and Tūhoe and any improvements needed;
- new actions and relationship initiatives that need to be taken over the next five years; and
- the future role of the Taskforce including representatives of new parties to the SMP.

At the expiration of each five yearly period relevant Ministers will be asked, in consultation with Tūhoe, to decide whether to affirm the agency commitments for a further five yearly period.

### ***Shared relationship principles***

The parties and Tūhoe are committed to establishing, maintaining and strengthening positive, co-operative and enduring relationships. They will:

- respect the autonomy of each other and their individual mandates, roles and responsibilities;
- actively work together using shared knowledge and expertise to achieve the purpose and vision;
- co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;
- engage early on issues of known interest to either Tūhoe or the parties;
- enable and support the use of Te Reo and Tikanga Māori; and
- acknowledge that the overall relationship is evolving.

### ***Future proofing***

The parties involved in the SMP have each made their own arrangements to 'future-proof' their relationship with Tūhoe (see Sector chapters).

### ***Addition of Other Parties***

Any ministry or department of state may at any time be joined to this SMP either of its own volition with the agreement of Tūhoe, or at the request of Tūhoe and with the agreement of Ministers. Such ministry or department shall become a party to this SMP by preparing a Chapter in the form of already existing sector chapters and seeking the agreement of Ministers and Tūhoe to the actions proposed. Once such agreement is given the Chapter shall be added to this SMP by way of Appendix signed by the relevant Chief Executive and the ministry or department will then become a member of the Taskforce.

## Resolution of Matters

If either the parties between themselves, or the parties and Tūhoe consider that action points under the SMP are not being met adequately, then the aggrieved party will advise the other of its concern and they then agree to work together in good faith to try to resolve the matter.

If they cannot resolve the issue immediately they undertake to elevate it to their respective Chief Executives who will work together to resolve the matter.

If the issue has not been resolved within 30 working days the chair of Tūhoe -Te Uru Taumatua and the appropriate Minister (as defined below) will meet to work in good faith to resolve the issue provided it is not inconsistent with any of their statutory obligations.

For the purposes of this section of the SMP the appropriate Minister is:

1. The chair of the Cabinet Social Policy Committee if the issue or issues relate to the general provisions of the SMP, or
2. The Minister with responsibility for the relevant portfolio if the issue or issues relate to a particular party's commitments under the Plan.

In the event of change to Cabinet Social Policy Committee the chair of the most appropriate Cabinet committee, exercising responsibilities for social services covered by the SMP, will be the appropriate Minister.

The Crown understands that these provisions will operate as a code for the resolution of issues and that it will not initiate any other action without first entering into and completing these processes in good faith.

## General Principle of Communication between the Crown and Tūhoe

In the spirit of honest and open communication the parties and Tūhoe will operate a "no surprises" policy. This means that in respect of this SMP they will consult when the confidentiality of material is unclear. They will inform each other of media approaches when they happen, or soon after, and generally keep each other informed and up to date as to events. By preference all media releases and statements will be by mutual agreement.

## Public Service Change

In the event of change to the Public Service that results in any agency nominated in this SMP either ceasing to exist or to hold its current portfolio responsibilities then the parties will endeavour to transfer the obligations and commitments under this SMP to the agency most able to discharge the responsibilities and accept the obligations. Ministerial endorsement or where necessary, direction, will be sought to such a transfer.

## Limitations in respect of each chapter

The commitments under the five year action plan set out in each chapter of the SMP are limited to the extent that they are within the capability, legal powers and resources of Tūhoe and the relevant agency. Notwithstanding those possible limitations, within the spirit of this SMP and in accordance with the sentiments and commitments of *Nā Kōrero Ranatira ā Tūhoe me Te Karauna* the parties and Tūhoe will, when effective to do so, provide further detailed plans in order to give the fullest possible effect to the action points contained in this SMP.

## Achieving Shared Outcomes

All parties and Tūhoe recognise that in order to achieve the shared outcomes, deliberate steps will be required from each party, including the allocation of appropriate resources. Each party and Tūhoe are committed to taking such steps on an ongoing basis, and will not adopt measures which would prejudice the achievement of the shared outcomes or progress already made without prior consultation. The parties and Tūhoe make this commitment conscious of their shared determination and ambition to achieve:

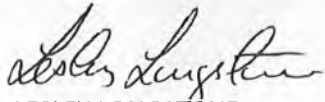
- innovative and enduring solutions for the social transformation of the people of Ngai Tūhoe;
- a Tūhoe community, fully engaged with and committed to the decision making process and enduring outcomes;
- Crown – Tūhoe progression together for modernised community development; and
- a united and integrated contribution from the government sector collaborating with Tūhoe to achieve sustained community growth.

## Attestation

The parties to this SMP agree that these words will guide their way to a greenstone door – tatau pounamu – which looks back on the past and closes it, which looks forward to the future and opens it.



DAVID SMOL  
Chief Executive  
*Ministry of Building, Innovation and Employment*



LESLEY LONGSTONE  
Secretary for Education and Chief Executive  
*Ministry of Education*



BRENDAN BOYLE  
Chief Executive  
*Ministry of Social Development*





*gtd*



## APPENDIX 2

### Sector Chapters

- 1 Business, Innovation and Employment (page 12)
- 2 Health (page 18)
- 3 Education (page 25)
- 4 Social Development (page 32)

*g*

# BUSINESS, INNOVATION AND EMPLOYMENT

## Shared Purpose

Tūhoe and the Ministry of Business, Innovation and Employment (MBIE) seek to work together using their mutual skills, expertise, knowledge and resources to achieve the best housing outcome they can for the people of Tūhoe.

MBIE is charged with delivering “a building and housing market that delivers good quality affordable homes and buildings for New Zealanders that contribute to strong communities and a prosperous economy.”

The commitment of Tūhoe is the social transformation of their people, with safe, warm, affordable housing throughout their rohe as a foundation of this transformation and their birthright.

The ambitions and willingness of MBIE and Tūhoe are aligned and they, by this document, commit to establishing their relationship and meeting their mutual obligations as contemplated in this SMP.

MBIE supports the Tūhoe vision of Tūhoetanga and mission for Mana Motuhake pursuant to the Crown’s duties of partnership under Te Tiriti O Waitangi and the rights of Ngāi Tūhoe people as New Zealand citizens.

The shared purpose of the MBIE and Tūhoe is to ensure Tūhoe are:

- living in safe, healthy, culturally appropriate and affordable environments within their rohe;
- increasing their ability to manage their own housing affairs;
- receiving their housing entitlements as New Zealand Citizens.

## Relationship mechanism

This relationship will be maintained and enhanced through the relationship mechanism set out at the end of this chapter.

## Priorities

### *Tūhoe priorities*

The goal is to invigorate wholesome and vibrant Tūhoe tribal communities through coherent strategy leading to sustainable homes and affordable housing within the Tūhoe rohe and for Tūhoe whānau living away.

To be achieved through:

- Eliminating the need for social housing programme reliance within the Tūhoe rohe and for Tūhoe whānau living away from the rohe;
- Growing Tūhoe capability in conceptual approaches to homes, living styles, population density issues, land sustainability issues, the impact of housing on the environment, culture and community design and planning;
- Advancing Tūhoe capability in designing homes around the present-day / future needs of whānau, and knowledge in housing innovations and increase networks amongst quality advisors;
- Greater competency in town planning issues to avoid high compliance costs and/ or poor design quality;
- Studying the validity of communal living, hapū living, the suitability of homes for the elderly and their ability to cater for young families;
- Understanding the need for recreational spaces and urban/rural design features and components to smart hapū/ community design with minimal footprint impact;
- Streamlining processes and reducing compliance confusion and costs with the Māori Land Court to enable responsible homes and housing development on multiply owned land;
- Having Tūhoe and other finance options, infrastructure and networks to deliver best lending options to secure proud home and housing outcomes for whānau.

### *Ministry priority*

To support Tūhoe under the following objectives:

- A cost-effective regulatory environment for the sector with fit for purpose regulation that ensures public safety and good quality, affordable homes and buildings;
- A market that delivers a range of houses and buildings, including social housing, at prices and standards that are accessible to all New Zealanders;
- A productive and innovative building and housing sector that has the right information, skills, systems and technology to do the job well and deliver quality homes and buildings;
- People participating with confidence in the building and housing market and resolving disputes in timely and cost-effective ways;
- More social housing to meet increasing demand, by working with third sector housing providers (that is, alternative, non-government providers);
- Better use of state housing investment (right size house in the right place and condition);
- Partnership under the Treaty of Waitangi and as a social accord partner.

### *Mutual priorities for the relationship*

- Increasing the capability of Tūhoe with respect to 'smart' spatial planning, home design and relationships with planning experts, with a view to formulating a 40 year strategy for developing living spaces and housing across the entire rohe;
- Understanding Tūhoe housing needs in the Tūhoe rohe;
- Reducing barriers to responsible housing development in the rohe;
- Improving access to affordable, quality housing and housing services for Tūhoe whānau/individuals.

## Five Year Action Plan

The actions listed below are in order of importance rather than chronological order – some are likely to happen together and will be mutually supportive. This action plan will be supported by a more detailed work plan setting out timeframes and phasing for activities.

ACTIONS	DETAILS	CAPABILITY AND RESOURCING
<b>PRIORITY 1</b> Increasing the capability of Tūhoe with respect to ‘smart’ spatial planning, home design and relationships with planning experts, with a view to formulating a 40 year strategy for developing living spaces and housing across the entire rohe		
<b>Action 1.1</b> Identify and assess a range of models for community living	<ul style="list-style-type: none"> <li>- identify innovative models used nationally or internationally, from existing knowledge, research and Tūhoe heritage</li> <li>- test with Tūhoe communities</li> </ul>	Tūhoe with support and advice from MBIE and planning experts
<b>Action 1.2</b> Ensure Tūhoe has access to the information and expertise necessary for effective, innovative house design to meet present and future needs of whanau	<ul style="list-style-type: none"> <li>- identify relevant building design expertise</li> <li>- consider current thinking regarding the impact of housing on families</li> </ul>	Tūhoe with support from MBIE
<b>Action 1.3</b> Ensure Tūhoe has the information and expertise necessary for effective, innovative spatial planning with minimal footprint impact, and reduced compliance costs	<ul style="list-style-type: none"> <li>- identify relevant planning expertise</li> <li>- identify questions and steps in the planning process</li> <li>- consider conceptual issues behind housing development including land sustainability, living styles, population density, housing and culture, and housing and the environment.</li> <li>- consider current thinking regarding the impact of communities on families</li> </ul>	Tūhoe with support and advice from MBIE and planning experts. MBIE to take the lead on current thinking.

ACTIONS	DETAILS	CAPABILITY AND RESOURCING
<b>PRIORITY 2</b> Understanding Tūhoe housing needs in the Tūhoe rohe		
<b>Action 2.1</b> Conduct a Housing Needs Assessment	This action will assess matters such as, but not limited to: <ul style="list-style-type: none"> <li>- Demand for housing in the rohe</li> <li>- Supply of housing in the rohe</li> <li>- The range of needs between different marae, hapū and whanau</li> <li>- The range of other services required to support housing (and the people living in it)</li> <li>- Problems with existing housing</li> <li>- the validity of communal living, hapū living, and the suitability of homes for the elderly and young families.</li> </ul>	Tūhoe to carry out the assessment with scoping assistance and research support from MBIE
<b>Action 2.2</b> Enhance data reporting regarding rohe and neighbouring towns	<ul style="list-style-type: none"> <li>- Desktop exercise undertaken by MBIE to map data and set up regular reporting on key statistics</li> </ul>	MBIE with advice from Tūhoe about what information is required
<b>PRIORITY 3</b> Reducing barriers to responsible housing development in rohe		
<b>Action 3.1</b> Enhance Tūhoe's relationship with the councils that have jurisdiction over their area of interest	Identify a mechanism to be the basis of relationships such as an MOU. Discussions with all councils should cover <ul style="list-style-type: none"> <li>- establishing a single set of rules for consenting within the rohe</li> <li>- support from council planners to ensure development plans will comply with district plans first time</li> <li>- acknowledgement of multi-proof designs</li> <li>- ensuring development charges are appropriate for the area</li> </ul>	Tūhoe with facilitation support from MBIE, MfE and DIA. MBIE will facilitate the involvement of MfE and DIA where needed <sup>5</sup> .
<b>Action 3.2</b> Streamline processes and reduce compliance confusion and costs with the Māori Land court	Details to be developed as Department's response to the OAG <sup>6</sup> report is developed and policy options considered by Ministers	MBIE with input from Tūhoe

5 MfE – Ministry for the Environment, DIA – Department of Internal Affairs

6 Auditor General's Report – Government Planning and Support for Housing on Maori Land

<p><b>Action 3.3</b></p> <p>Identify need for licensed practitioners and ensure Tūhoe has the information required to provide to its own licensed practitioners when needed</p>	<ul style="list-style-type: none"> <li>- Identify likely numbers of licensed practitioners required and when they will be needed to implement 40 year plan</li> <li>- Provide information to Tūhoe on licensing including how to become licensed and how many licensed practitioners are operating in the Bay of Plenty Region</li> <li>- Arrange meetings between Tūhoe and the relevant people in MBIE</li> </ul>	<p>Tūhoe with advice from MBIE</p> <p>Sector Trends and Capability team at MBIE</p>
<p><b>Action 3.4</b></p> <p>Tūhoe to seek to meet eligibility criteria for Social Housing Funds</p>	<p>This action may be outside the five year timeframe for this action plan. Details to be considered when Tūhoe are ready to build houses.</p>	<p>Tūhoe, with advice from MBIE and SHU<sup>7</sup></p>
<p><b>PRIORITY 4</b> Improving access to affordable, quality housing and housing services for Tūhoe whānau/individuals</p>		
<p><b>Action 4.1</b></p> <p>Reduce compliance costs for building in rohe through simple house design and multi-proofing</p>	<p>Develop a simple house design for the rohe and seek a multi-proof building consent</p>	<p>Tūhoe and Department work together with an architect employed by Tūhoe</p>
<p><b>Action 4.2</b></p> <p>Developing financing options, infrastructure and networks to deliver best lending options for buyers in Tūhoe rohe (these options could be provided by Tūhoe directly, or by other providers)</p>	<ul style="list-style-type: none"> <li>- Research existing models used by other housing providers</li> <li>- Ensure Tūhoe is aware of all Crown funded initiatives</li> </ul>	<p>Tūhoe with advice from MBIE about who to talk to.</p>

## Relationship Mechanism

### *Shared relationship principles*

MBIE and Tūhoe are committed to establishing, maintaining and strengthening positive, co-operative and enduring relationships based on the principles set out in this SMP.

<sup>7</sup> SHU – the Social Housing Unit of the Ministry of Business, Innovation and Employment

### *Future-proofing the relationship*

The relationship between MBIE and Tūhoe will be maintained and enhanced through the following activities:

- Relationship meeting in the Tūhoe rohe between the Chair of Tūhoe-Te Uru Taumatua and the Chief Executive of MBIE every year or within 6 months of a change in the Chief Executive or Chair;
- 6-monthly working meetings between staff of Tūhoe-Te Uru Taumatua and MBIE to develop and implement a detailed plan for carrying out this high level action plan;
- Engaging annually at the management level to review past progress on the housing chapter of the SMP and to set targets and timelines for prospective work;
- MBIE providing support for the Minister of Housing to visit the rohe when required;
- Increasing Ministry capability necessary for the relationship by:
  - Training Ministry staff to understand the obligations imposed on the Crown by the Treaty of Waitangi and how MBIE works to assist government achieve these;
  - Ensuring relevant staff understand the aspiration of Te Mana Motuhake o Tūhoe and work as an organisation to support the Crown in its respect for that aspiration;
  - Creating teams knowledgeable about Tūhoe issues within MBIE to ensure ongoing institutional knowledge and back-up for Tūhoe contact with MBIE;
  - At least annually, sending key staff to the rohe to understand physically what is happening, what challenges there may be and what opportunities MBIE may have to remove those barriers.

### *Review/Variation of the Business, Innovation and Employment chapter*

MBIE and Tūhoe agree that the five year action plan set out in the Business, Innovation and Employment chapter of the Service Management Plan is a living document which should be updated and adapted to take account of current and future developments.

MBIE or Tūhoe may request that the business, innovation and employment chapter of the SMP be reviewed, and the details of such a review will be agreed between them. Any resulting changes must be agreed in writing by MBIE and Tūhoe.



# HEALTH

## Shared Purpose

Tūhoe and District Health Boards (DHBs) within the Tūhoe area of interest are committed to improving the health outcomes of Tūhoe people<sup>8</sup>.

Tūhoe desire a relationship with DHBs that will support the development of their health infrastructure capacity and capability amongst its Tribal communities. This will help Tūhoe to realise the vision of providing health care services to its remote areas, raise the standard of care to Tūhoe whānau, and internalise good health and wellbeing as key aspects of everyday living.

Tūhoe and DHB signatories acknowledge that this Health chapter does not override or limit:

- a)
  - i. any legal rights or obligations of the DHB and Tuhoë including legislative rights, powers or obligations;
  - ii. the wider obligations on District Health Boards, as described in the New Zealand Public Health and Disability Act 2000
  - iii. the functions, duties and powers of the relevant Chief Executives, and statutory officers;
  - iv. the ability of the Government to introduce legislation and change Government policy; and
  - v. The ability for the DHB to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative.
- b) This Health chapter does not affect or replace any existing arrangements in place between the parties; and
- c) it does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land or any resource including intellectual property held, managed or administered by the DHB or Tūhoe.

## Current Statutory Responsibility

Under the New Zealand Public Health and Disability Act 2000 DHBs are required to improve, promote and protect the health of people within their districts. DHBs are also required to:

- foster community participation in health improvement, and in planning for the provision of services and for significant changes to the provision of services;
- actively investigate, facilitate, sponsor, and develop co-operative and collaborative arrangements with persons in the health and disability sector or any other sector to improve, promote and protect the health of people;
- establish and maintain processes to enable Māori to participate in, and contribute to, strategies for Māori health improvement. For example, Bay of Plenty DHB (BOP DHB) supports a Māori Health Rūnanga. The Māori Health Rūnanga provides leadership and strategic direction to the BOP DHB at governance level on all matters pertaining to the impact of health and disability services on Māori;
- BOP DHB will lead DHB engagement on behalf of all DHBs operating within the Tūhoe area of interest.

## Review Mechanism

In the first annual review, following completion of the Health Needs Assessment (HNA), activities for year two to year five of the Action Plan will be confirmed for inclusion in the sector chapter. The Ministry of Health (MoH) and the Bay of Plenty DHB will work with Tūhoe to confirm activities. For the purposes of implementation a more detailed work plan will be developed following confirmation of Year two to Year Five activities.

<sup>8</sup> The Tūhoe area of interest spans three different DHB regions. The three DHBs operating within the Tūhoe area of interest are Bay of Plenty, Hawke's Bay and Lakes DHBs.



This Health chapter involves a long-term relationship between the DHBs and Tūhoe. It will be reviewed as set out in the Action Plan. The nature of the review will be agreed between the DHBs and Tūhoe closer to the time, but is likely to cover such things as:

- progress in implementing the 5 year action plan actions, achieving overall goals and lifting social outcomes;
- the health of the relationship between the DHBs and Tūhoe and any improvements needed;
- new actions and relationship initiatives that need to be taken over the next five years; and
- the future role of the DHBs.

## **Tūhoe Priorities**

### ***Long Term Priority***

Tūhoe have a 40 year outlook for the relationship under this Health chapter and for the wider relationship entered into under the Service Management Plan (SMP) with the Crown, with the vision of Tūhoe managing their own affairs to the maximum autonomy possible in the circumstances. The key priority over the long-term includes the Crown transferring to Tūhoe maximum autonomy in the planning, design, innovation and delivery of health care provision in the Tūhoe rohe. Other long-term priorities include:

- Securing Tūhoe people's freedom to determine how they will live, raise their whānau; keep traditions alive; celebrate who they are; and preserve and maintain their language and cultural values.
- Building Tūhoe capability and capacity to invigorate Tūhoe unity, prosperity and interdependence. This will support the creation of communal responsibility, employment, wealth opportunities and a desirable lifestyle for all Tūhoe people.
- Designing with our own hands infrastructural development, resulting in improved governance and management; modernised systems, procedures and processes; Tribal centres for strategic operations; effective service provision and delivery; inter-rohe coordination and shared policy programming.

### ***Short to Medium Term Priorities***

Tūhoe health priorities for this first five year tranche of activity will focus on building infrastructure, including the following:

- Developing clear relationships with MoH and the three DHB's within the Tūhoe rohe;
- Developing clear relationship protocols for shared DHB/Tūhoe health priority resolution within the Tūhoe rohe;
- Undertaking a broad Health Needs Assessment and consolidating the infrastructure and planning approach for constant learning and health priority focus and evaluation. At risk areas are to be treated with urgency;
- Selecting, investing and building central Tūhoe health infrastructure and clarifying inter-rohe Tribal coordination for infrastructural development matched to long-term priorities;
- Integrating Health infrastructure and services with Housing, Education and Welfare strategies at Iwi and Tribal level;
- Developing robust relationship mechanisms for service provision in Tribal areas;
- Develop a Tūhoe information system for health and establish data share protocols amongst Tūhoe, MoH and DHBs.

## **Crown Priorities**

The New Zealand health sector aims to ensure publicly funded health services are effective for all citizens. As such, health agencies will seek to ensure:

- health data is easy to understand, relevant and used regularly to inform decisions around services in the Tūhoe rohe;
- health services are cost effective, integrated and accessible to people in the Tūhoe rohe.

DHBs also have a range of responsibilities under the New Zealand Public Health and Disability Act 2000 that guide priorities for the health of the population in their respective regions. These responsibilities include:

- the regular investigation, assessment, and monitoring of the health status of its resident population, any factors the DHB believes may adversely affect the health status of that population, and the need of that population for services;
- the improvement, promotion, and protection of the health of people and communities in their district;
- the provision of services for its resident population.

### Mutual Priorities – First 5 Years

Tūhoe and health agencies desire an honest, open and committed relationship to be built upon on-going development, enabling the development of expert health infrastructure and service provision within the Tūhoe rohe.

Mutual priorities for the first five years are to:

- work together to improve health outcomes for Tūhoe;
- understand the health needs of Tūhoe people living in the Tūhoe rohe through a Tūhoe Health Needs Assessment;
- develop Tūhoe workforce capability to undertake regular Tūhoe Health Needs Assessments;
- identify the key infrastructural needs required to support access to quality health services in the Tūhoe rohe - this includes exploring the establishment of GP and dental services in the rohe;
- ensure DHB and Tūhoe health investment in the region is meaningful, effective and targets the improvement, promotion and protection of the health of Tūhoe people.

### Resolution of Matters

If either the DHBs between themselves, or the DHBs and Tūhoe consider that action points under this Health chapter are not being met adequately, then the aggrieved party will advise the other of its concern and they then agree to work together in good faith to try to resolve the matter.

If they cannot resolve the issue immediately they undertake to elevate it to their respective Chief Executives who will work together to resolve the matter.

If the issue has not been resolved within 30 working days the chair of Tūhoe -Te Uru Taumatua and the appropriate Ministry of Health official will meet to work in good faith to resolve the issue provided it is not inconsistent with any of their statutory obligations.

For the purposes of this Health chapter the appropriate Ministry of Health official is the Deputy Director-General, Māori Health, or their equivalent.

### Limitations of this Health chapter

Tūhoe and the DHBs acknowledge that the commitments made under this Health chapter will endure irrespective of whether the settlement of the historical Treaty grievances of Tūhoe occurs or not.

The commitments under the five year action plan set out in this Health chapter and attached as a separate document to the SMP are limited to the extent that they are within the capability, legal powers and resources of Tūhoe and the DHBs. Notwithstanding those possible limitations, within the spirit of this undertaking and in accordance with the sentiments and commitments of *Nā Kōrero Ranatira ā Tūhoe me Te Karauna* the DHBs and Tūhoe will, when effective to do so, provide further detailed plans in order to give the fullest possible effect to the action points contained in this Health chapter.

## Five Year Action Plan<sup>9</sup>

From discussions at Health Sector workshops it was generally agreed that the Tūhoe Health Needs Assessment (HNA) would help in setting the priorities for years 2-5 of the Action Plan. This action plan sets the deliverables for Year One activity and should be reviewed on completion of the Ngai Tūhoe HNA. Year Two to Year Five activity will be set once planning and priority setting has occurred.

ACTION	DETAILS	CAPABILITY AND RESOURCING
<b>PRIORITY 1</b>		
<b>Understanding the health needs of Tūhoe people in the Tūhoe area of interest</b>		
<p><b>Action 1.1</b></p> <p>Conduct a Health Needs Assessment (HNA) in the Tūhoe area of interest. The HNA will have three work streams over the next five years.</p>	<p><b>Year One</b></p> <p>MoH with Tūhoe to agree Terms of Reference and implementation of HNA (Workstreams 1-3).</p> <p>Quantitative Macro Analysis (Workstream 1- carried out Year 2, Year 5)</p> <ul style="list-style-type: none"> <li>An assessment of health need using national health datasets including but not limited to death registrations, the National Minimum Dataset and cancer registrations.</li> <li>An agreement with other government agencies such as Statistics NZ, Ministry of Social Development, Ministry of Education to access data to assess the demographic make-up of Tūhoe and the wider socio-economic determinants of Tūhoe health<sup>10</sup>.</li> </ul> <p>Quantitative Micro Analysis (Workstream 2 -Every 6-12 months)</p> <ul style="list-style-type: none"> <li>An assessment of health need using local health datasets including but not limited to GP practice management systems, PHO data, Māori health plans, Public Health Unit data.</li> <li>An agreement with local government agencies such as BOP District Council<sup>11</sup> to access data to assess determinants of Tūhoe health.<sup>12</sup></li> </ul> <p>Qualitative Analysis (Workstream 3 - timing to be confirmed)</p> <ul style="list-style-type: none"> <li>Qualitative research to capture community views on their own health and healthcare needs, this may include for example focus groups</li> </ul>	<ul style="list-style-type: none"> <li>MoH to fund related costs for the HNA<sup>13</sup></li> <li>Tūhoe and MoH to establish and agree a HNA plan and strategy which will include scope<sup>14</sup> of assessment.</li> <li>DHB's to provide relevant data held</li> <li>Tūhoe to identify appropriate people/analysts to work on the HNA (note that MoH and DHBs will provide 'on the job' support and training to Tūhoe analysts as required)</li> </ul>

9 Further activities for Year 2 – Year 5 to be confirmed

10 This will be subject to negotiation with the relevant agencies.

11 Bay of Plenty District Council

12 This will be subject to agreement with the relevant agencies.

13 This includes costs associated with publication of data, and potentially additional hui costs

14 Scope to potentially include broader social service areas, Housing, Welfare, and Education.

ACTION	DETAILS	CAPABILITY AND RESOURCING
<p><b>Action 1.2</b></p> <p>Review available HNA data to set activities for Year Two to Year Five of the Five Year Action Plan</p>	<p>Following completion of the HNA, activities for Year Two to Year Five of the Action Plan will be identified and confirmed for inclusion in the Health chapter.</p>	
<p><b>PRIORITY 2</b> Supporting access to quality health services</p>		
<p><b>Action 2.1</b></p> <p>Prepare a scoping paper to explore the options for developing sustainable and affordable essential primary care services, including GP services, to better meet the needs of Tūhoe in the Tūhoe area of interest. The paper will also consider the options for Tūhoe ownership of primary care services and different service models (eg hub and spoke models)</p>	<p>MoH and BOP DHB to undertake this work jointly with Tūhoe</p> <p>Scoping paper to be developed by 30 April 2012.</p> <p>Agreed recommendations from the scoping paper to be included in 2012/13 action plan.</p>	<ul style="list-style-type: none"> <li>• BOP DHB Portfolio Manager Primary Care Maori Health Planning and Funding and portfolio Manager Health Equity to support this work.</li> <li>• Ministry of Health will provide peer review to this work. Contributions in 2012/13 and beyond to be confirmed following completion of scoping paper.</li> <li>• Note: this work will be informed by DHB data on health needs and DHB planning documents. It will also be informed by consultation with Tūhoe health providers and other key primary care stakeholders.</li> </ul>
<p><b>Action 2.2</b></p> <p>Support Tūhoe provider and workforce development priorities</p>	<p>Tūhoe to develop a Tūhoe health provider and workforce plan for 2012/13 in consultation with the BOP DHB Maori Health Planning and Funding team.</p> <p>The results of the scoping paper (Action 2.1) will inform this action point.</p>	<ul style="list-style-type: none"> <li>• Tūhoe to lead this project with support from BOP DHB.</li> <li>• BOP DHB Maori Health Planning and Funding team to include in its work plan.</li> </ul>

ACTION	DETAILS	CAPABILITY AND RESOURCING
<p><b>Action 2.3</b></p> <p>Work with Tūhoe and District Councils to assess community water supplies in the Tūhoe rohe, to improve the quality of drinking water as measured by the Drinking Water Standards of NZ, and promote the health of Tūhoe.</p>	<p>Toi Te Ora-Public Health Service will support Tūhoe in making applications to the Drinking Water Assistance Programme (DWAP).</p> <p>In particular, this may include supporting Tūhoe with its applications to the Technical Assistance Programme (TAP), which aims to help water suppliers improve their supplies through expert assistance. This may lead on to Tūhoe submitting applications under the Capital Assistance Programme (CAP).</p>	<ul style="list-style-type: none"> <li>Toi Te Ora-Public Health Service to work with Tūhoe to provide direct advice and training, which will give local suppliers the skills and knowledge about all aspects of managing drinking water supplies.</li> </ul>
<p><b>PRIORITY 3</b> Supporting Tūhoe participation in planning and decision making for the provision and delivery of health services in the Tūhoe area of interest</p>		
<p><b>Action 3.1</b></p> <p>Develop and implement a collaboration protocol with DHB's intersecting the Tūhoe rohe.</p>	<p>DHB's will be encouraged to enable Tūhoe health priority needs. A protocol to enable a whole of rohe plan and focus is implemented.</p>	<ul style="list-style-type: none"> <li>MoH will support and facilitate Tūhoe and the respective DHB's to develop the protocol.</li> </ul>
<p><b>Action 3.2</b></p> <p>Identify shared health priorities in the Tūhoe Service Management Plan with the BOP DHB Māori Health Plan priorities, local indicators and targets.</p>	<ul style="list-style-type: none"> <li>Maori Health Planning and Funding team to work with Tūhoe in resourcing the SMP shared priorities for health with the BOP DHB Māori Health Plan priorities, local indicators and targets.</li> <li>This work will inform service development planning, purchasing and contracting with Tūhoe.</li> </ul>	<ul style="list-style-type: none"> <li>BOP DHB will undertake this work as part of the DHB's annual planning process.</li> </ul>

The Bay of Plenty District Health Board, Lakes District Health Board and the Hawke's Bay District Health Board (collectively referred to as "the DHBs") are signatories to this Health chapter as an endorsement of their commitment to their statutory obligations and recognising the practicality that transformation of the social circumstances of the people of Ngāi Tūhoe will be effective only in partnership with improved housing, education and social support. The obligations on District Health Boards arise from the New Zealand Public Health and Disability Act 2000 and cannot be affected by the provisions of this SMP.

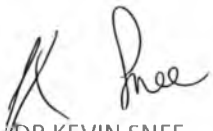
By signing this Health chapter the DHBs agree that the commitments under this Health chapter are limited to the extent that they are within the capabilities and resources of the DHBs, and that the DHBs and Tūhoe acknowledge that this Health chapter is not legally binding on the DHBs and Tūhoe. The DHBs and Tūhoe are committed to achieving the actions as set out in this Health chapter on an ongoing basis, and will not adopt measures that would prejudice the achievement of action points or progress already made without prior consultation, and prior consideration of all reasonable alternatives.



PHIL CAMMISH  
Chief Executive  
*Bay of Plenty District Health Board*



RON DUNHAM  
Chief Executive  
*Lakes District Health Board*



DR KEVIN SNEE  
Chief Executive  
*Hawke's Bay District Health Board*



# EDUCATION

## Shared purpose

Tūhoe and the Ministry of Education are committed to improving educational outcomes for Tūhoe living in the Tūhoe rohe.

Our shared purpose is that Tūhoe learners in the rohe will experience education that is uniquely and consistently Tūhoe while also having access to broader learning and knowledge systems with their own unique purpose and value.

Jointly, we seek to provide the best possible education by which:

- Tūhoe learners achieve educational success as and for Tūhoe and New Zealand society;
- education contributes to sustaining the Tūhoe identity, language and culture;
- education provision supports the social and economic development of both Tūhoe and the New Zealand economy.

Our shared purpose includes Tūhoe exercising mana motuhake with respect to the shape and characteristics of education provision in their rohe. Jointly, we seek the greatest possible autonomy for Tūhoe that is both within their capacity and ability and consistent with the responsibilities the Crown has and must retain for New Zealand citizens.

The Ministry welcomes Tūhoe's wish to exercise leadership in educational provision in the rohe. The Ministry will be assisted in reaching its educational goals by ensuring the delivery of education that is meaningful to Tūhoe communities who engage whānau in support of learning. Educational expertise and innovation in the Tūhoe rohe will provide the Ministry with valuable insights to improve education for and with Tūhoe learners, their whānau, hapū and iwi.

## Priorities

### *Tūhoe priorities*

Tūhoe's priorities for the long range two-generation or 40 year term include:

- The Crown transfers to Tūhoe maximum autonomy in the development of a Tūhoe education philosophy and in planning, design, and innovation for education programming and provision;
- Tūhoe mana motuhake strengthens Tūhoe kinship and culture, things of greater innate value holding us together;
- The permanency of Tūhoe values, beliefs and way of life solidify how we choose to be known and work for a secure future;
- Within our communities, Tūhoe whānau accept the obligations, duty and responsibility that arise out of the relationship with the Ministry of Education in order to be deserving of all the rights, entitlements and privileges that also ensue.

Tūhoe's priorities for the short to medium term include:

- Produce a Tūhoe Tribal community based education plan;
- Establish Tūhoe Te Uru Taumatua as a shaper and leader of education provision in the Tūhoe rohe;
- Identify the means for more integrated education provision in the rohe across early childhood, compulsory schooling and post compulsory education to enable unified planning and the development of Tūhoe infrastructural capability to transform educational achievement;
- Optimise mechanisms within the Education Act which enable the Tūhoe educational philosophy and approach. Where none exist, develop new options to achieve mandate and approval;
- Develop a proposal for unique Tūhoe education provision which achieves an integrated model for education within the rohe and where Tūhoe substantially determines what is required to deliver agreed outcomes;
- Implement the education plan and continuously refine planning and delivery. Continue to build a new collaborative relationship with the Ministry of Education.

## *Ministry priorities*

The Ministry has short and medium term priorities as well as enduring priorities that are relevant to its support of the Tūhoe partnership.

The Ministry's enduring priorities for the partnership reflect the Ministry's priorities expressed in its Statement of Intent (2011/12- 2016/17):

- Increasing opportunity for Tūhoe children to participate in high-quality early childhood education;
- Every Tūhoe child achieves literacy and numeracy levels that enable their success;
- Every Tūhoe young person has the skills and qualifications to contribute to the well-being of the iwi, their own future and New Zealand's future;
- Relevant and efficient tertiary education provision that meets Tūhoe student needs and the needs of the labour market in the Tūhoe rohe and nationally;
- Tūhoe learners achieving education success as Tūhoe;
- The Ministry is capable, efficient and responsive to deliver core business functions and contribute to meeting the partnership goals.

The Ministry has the following short and medium-term priorities that contribute to the Tūhoe partnership:

- Support Tūhoe to advance their planning by providing, data, information, and advice;
- Provide policy support to Tūhoe in the development of a proposal to establish outside current legislation a uniquely Tūhoe form of education provision within the current network of provision, if this is supported by the long-term strategy;
- Develop greater on-going capacity to provide iwi-specific data for development and monitoring purposes, including for Tūhoe;
- Engage other education agencies in support of iwi aspirations and plans for education.

## *Shared priorities*

The Ministry and Tūhoe are committed to the development of a long term (40 year) education strategy for Tūhoe.

The strategy will clearly state the respective accountabilities of the parties for achieving the success of the strategy. Processes for on-going evaluation of progress towards achieving agreed outcomes and for review of the strategy will be included.

We prioritise Tūhoe's leadership in the establishment of the strategy and their leadership in effecting change.

Tūhoe and the Ministry of Education desire a relationship that is frank and open and focussed on securing practical solutions in pursuit of our shared purpose. We have much to learn from each other, and this relationship will require a shared enabling approach until key formative decisions are made and key challenges are resolved.

Tūhoe and the Ministry of Education have a sense of urgency and a commitment to action in accordance with the current five-year plan and the subsequent five-year plans that are agreed.

Key short – medium term mutual priorities include the following:

- Tūhoe developing a role in shaping and leading education provision in the rohe;
- identifying options within the current legislation which will support Tūhoe's aspirations for education provision in the rohe;
- designing as part of the total provision in the rohe, integrated education provision across early childhood, schooling and post-compulsory years that has a consistent philosophical underpinning that is uniquely Tūhoe;
- developing a proposal, enabling policy, if required, and a plan of action for the achievement of the integrated provision;
- building our capability in collecting, sharing, analysing and evaluating data and information about educational provision and its outcomes in the Tūhoe rohe.



## Five Year Action Plan

ACTIONS	DETAILS	CAPABILITY AND RESOURCING
<b>PRIORITY 1</b> Establishing Tūhoe as a shaper and leader of education in the rohe		
<p><b>Action 1.1</b></p> <p>Undertake a stocktake of education provision in the rohe.</p>	<ul style="list-style-type: none"> <li>Collect and consider data about early childhood, schooling and tertiary provision and resourcing within the Tūhoe rohe, education performance and student achievement and the impact of current and past development initiatives, so that Tūhoe has a sound basis for developing new initiatives and exercising leadership.</li> </ul>	<p>The Ministry will work with Tūhoe to identify data and information that will be useful for their shared purpose and will provide the data and information requested. The Ministry will support Tūhoe in the analysis and consideration of the material provided.</p>
<p><b>Action 1.2</b></p> <p>Consider information about current and planned policy and legislation.</p>	<ul style="list-style-type: none"> <li>Collect and consider information about current education policy and legislation, specifically noting flexibility within provisions which might meet some of the needs of Tūhoe.</li> <li>Assess the applicability of national flagship policy programmes, including the Youth Guarantee programme, for their relevance to Tūhoe aspirations.</li> </ul>	
<p><b>Action 1.3</b></p> <p>Communicate with all education providers, their learners and whānau about the education aspects of the Service Management Plan.</p>	<ul style="list-style-type: none"> <li>Collaborate in communications to Boards of Trustees, early childhood services and tertiary institutions about Tūhoe interest in educational provision in the Tūhoe rohe.</li> </ul>	<p>Communication will be led by Tūhoe and supported by the Ministry.</p>
<b>PRIORITY 2</b> Where needs are not being met, develop new models of education provision that support and enable the achievement of Tūhoe goals		
<p><b>Action 2.1</b></p> <p>Explore new models of education provision.</p>	<p>Consider information about international "Charter School" models and compare with current school types in New Zealand.</p> <p>Ensure Tūhoe remains informed about the development of charter school prototypes in New Zealand.</p> <p>Consider options for achieving Tūhoe goals through better integration of early childhood, schooling and tertiary education.</p>	<p>Through its Confidence and Supply Agreement with the ACT party, Government has agreed to trial two "charter schools" in New Zealand. There may be aspects of the "charter schools" that will be of interest to Tūhoe.</p>

ACTIONS	DETAILS	CAPABILITY AND RESOURCING
<p><b>Action 2.2</b></p> <p>Involve the wider education sector agencies in the planning and design of possible system changes</p>	<p>This action involves:</p> <ul style="list-style-type: none"> <li>• informing ERO, NZQA, TEC, NZTC<sup>15</sup> and Careers Services and Te Kura about the SMP</li> <li>• keeping them informed about progress on the plan</li> <li>• involving them as appropriate in problem solving about aspects of the plan</li> <li>• facilitating system change where necessary to support the plan</li> </ul>	<p>The Ministry will take the lead in facilitating the involvement of other education sector agencies in considering new provision.</p>
<p><b>PRIORITY 3</b> Create detailed visions and a long term education plan</p>		
<p><b>Action 3.1</b></p> <p>Define shared outcomes for education in Tūhoe rohe</p>	<p>Agree statements about measurable desired outcomes of a Tūhoe education model in terms of</p> <ul style="list-style-type: none"> <li>• outcomes for learners</li> <li>• outcomes for Tūhoe iwi</li> <li>• outcomes for communities within the rohe</li> <li>• outcomes for government</li> </ul>	<p>To be undertaken jointly by Tūhoe and the Ministry. A Funding Agreement may be developed between the parties to assist in achieving this action, if required.</p>
<p><b>Action 3.2</b></p> <p>Develop a long term, high level education plan</p>	<p>Develop a long-term education plan that encompasses ECE<sup>16</sup>, schooling and post-compulsory education, specifying the strategies, institutional arrangements and roles within those arrangements which would be needed to meet the goals of Tūhoe.</p>	<p>To be led by Tūhoe with input from the Ministry and other education agencies at the request of Tūhoe. A Funding Agreement between the parties may assist in achieving this action.</p>
<p><b>Action 3.3</b></p> <p>Identify legislative and policy barriers to achieving the long term education plan</p>	<p>Identify for discussion with and consideration by the Crown, departures from current legislation and policy which would be required over time to facilitate the achievement of Tūhoe's vision.</p>	<p>To be led by the Ministry and other sector agencies, working with Tūhoe.</p>

15 ERO – Education Review Office, NZQA – New Zealand Qualifications Authority, TEC – Tertiary Education Commission, New Zealand Teachers Council  
16 ECE – Early Childhood Education

ACTIONS	DETAILS	CAPABILITY AND RESOURCING
<b>Action 3.4</b> Adopt a long term plan	Adopt an education plan which <ul style="list-style-type: none"> <li>• contains goals, strategies and process and outcome measures</li> <li>• is achievable within current legislation, or within changes to legislation which government has agreed to consider at the appropriate time.</li> <li>• states what is to be achieved within the first five years of the plan.</li> </ul>	To be led by Tūhoe with support from the Ministry and other sector agencies. A Funding Agreement between the parties may assist in achieving this action.
<b>PRIORITY 4</b> Share data about Tūhoe education		
<b>Action 4.1</b> Identify data required	Data will be required for planning and review purposes and for monitoring purposes. Tūhoe and the Ministry may have shared and separate data needs.	The Ministry has considerable data collection and analysis capabilities, and much relevant data that is required from education providers which requires specific analysis to be useful for iwi.  Developing data capabilities is a key focus for Tūhoe.
<b>Action 4.2</b> Establish data sharing arrangements	Determine infrastructure required to share data effectively and efficiently.  Establish protocols and processes for sharing data.	
<b>Action 4.3</b> Provide data	Provide agreed data to an agreed schedule.	

ACTIONS	DETAILS	CAPABILITY AND RESOURCING
<b>PRIORITY 5</b> Implement, monitor and review first five year plan		
<p><b>Action 5.1</b> Develop a detailed action plan for the first five year period of the SMP</p>	<p>The five year implementation plan would cover actions which any of Tūhoe, the Ministry or other education agencies need to take to reach the goals for the first five year period of the agreement.</p> <p>The action plan should be achievable within resources available.</p> <p>The plan should be achievable within current policy and legislation and/or within parameters of change agreed by government for consideration at the appropriate time.</p>	<p>Action plans for the Ministry and Tūhoe to be jointly developed following the adoption of an education plan by Tūhoe.</p> <p>The Ministry may need policy development capacity if Tūhoe seeks to develop options outside those currently available.</p> <p>For options within those currently available but which need sector consultation and/or Ministerial approval, the Ministry will develop advice to the Minister.</p>
<p><b>Action 5.2</b> Monitoring and review of the SMP</p>	<p>Agree the mechanisms for monitoring the success of the plan.</p> <p>Develop processes for identifying, collecting and sharing data that allows the plan to be continually reviewed.</p> <p>Agree processes for amending the plan within its five year term, if the need arises.</p>	<p>Both Tūhoe and the Ministry will have responsibilities for generating meaningful data.</p> <p>The development of the second 5 year plan is likely to be carried out in parallel with other agencies who are parties to the SMP.</p>
<p><b>Action 5.3</b> Renewal of the plan</p>	<p>Conduct a review after the fourth year of implementing the plan that leads to formulation of the second five year plan.</p>	<p>This is a shared responsibility.</p>
<b>PRIORITY 6</b> Sustain the Tūhoe/Ministry of Education relationship		
<p><b>Action 6.1</b> Continue to build a mutually valuable relationship.</p>	<p>Actions are as described in the section of this document "relationship principles and mechanisms."</p>	<p>This is a shared responsibility.</p>

## Relationship principles and mechanisms

The Ministry of Education and Tūhoe have agreed to abide by the shared relationship principles set out in the overarching SMP.

The Ministry of Education will work with the Tūhoe to conduct this relationship in a manner consistent with *Whakapūmautia, Papakōwhaitia, Tau ana – Grasp, Embrace and Realise: Conducting Excellent Education Relationships between Iwi and the Ministry of Education*.

The Ministry will work with Tūhoe to ensure active engagement and participation of the iwi in Ministry processes from policy design and development, implementation, service delivery and evaluation, and in determining specific investment priorities based on agreed outcomes.

The relationship will be co-ordinated on the Ministry's side by a lead Partnership Advisor from within Group Māori who will, over time, broker relationships within and across the Ministry to support the education interests of Tūhoe.

The Partnership Advisor will advise when Tūhoe's education priorities fall within the responsibilities of other education agencies, in which case the responsibility to work with the iwi will transfer to the relevant agency. The Partnership Advisor will support Tūhoe to identify and initiate discussion with a contact person within each relevant agency.

### Meetings

The Ministry of Education and representatives of Tūhoe have met in anticipation of the signing of this SMP to discuss mutual expectations and current education priorities. They will continue to meet on a regular basis to determine the programme of shared work.

Thereafter, at an operational level the Ministry of Education and Tūhoe will continue to hold meetings, the timing of which will be determined by the parties once areas of shared work are agreed.

Additionally, the Ministry of Education and Tūhoe will conduct a meeting once a year to discuss:

- strategic matters relating to education activities
- issues that are presenting and the way in which both parties might assist each other to address these.

A member of the Ministry's senior management group will attend this meeting.

Unless otherwise agreed between the Ministry of Education and Tūhoe, the latter will hold the pen on any documents (e.g. meeting notes) arising from meetings. The Ministry will be provided with draft documentation for comment and agreement.

The Secretary of Education will attend such review meetings between Tūhoe and Ministers as provided for in any Deed of Settlement between Tūhoe and the Crown whenever Tūhoe or Ministers identify relevant matters on the agenda.

# SOCIAL DEVELOPMENT

## Shared Purpose

Ministry of Social Development (MSD) and Tūhoe wish to collaborate over driving forth an inclusive New Zealand where all Tūhoe people and Tūhoe communities are able to participate in the social and economic life of their communities to lead social development to achieve better futures for all New Zealanders.

MSD and Tūhoe will do all things to establish the trust and confidence between each and the other to embed a truly interdependent relationship through which the social and economic prosperity of communities within the Tūhoe rohe may thrive.

MSD wishes to contribute to the Tūhoe vision of Tūhoetanga and mission for Mana Motuhake pursuant to the Crown's duties of partnership under Te Tiriti O Waitangi and the rights of Tūhoe people as New Zealand Citizens. MSD considers that Tūhoe's vision aligns strongly with its vision, purpose and principles.

## Ministry of Social Development Priorities

MSD is about helping to build successful individuals, and in turn building strong, healthy families and communities. Within the Ministry we have three operational areas that look after the following issues of key interest to Tūhoe:

- employment, income support and superannuation services – **Work and Income;**
- care and protection of vulnerable children and young people – **Child, Youth and Family;**
- working with community service providers – **Family and Community Services.**

### Work and Income

- To increase Tūhoe ability to create employment opportunities for Tūhoe people;
- To improve the living standards and social outcomes of Tūhoe through encouraging employment;
- To promote an alternative to a life of welfare dependency;
- To assess and offer the right product or service that would provide Tūhoe with the right tools to support their people into employment;
- To support Tūhoe in the up-skilling of their people for employment.

### Child, Youth and Family

Tūhoe and Child, Youth and Family are committed to working together to improve the outcomes for Tūhoe children and young people in Child, Youth and Family's care, or at risk of coming into care. Our goal is to have no Tūhoe tamariki and rangatahi in state care.

Within the legislative framework of the Children, Young Persons, and Their Families Act 1989, Child, Youth and Family:

- assesses the risk of harm to children and young people from abuse or neglect;
- engages with Tūhoe frameworks of whānau, hapū and tribal communities to put in place plans to keep children and young people safe;
- provides care for children or young people who are not safe at home or who come to our attention due to offending; and
- provides youth justice services for child and youth offenders.

### Family and Community Services

We support families and communities to be strong, well informed and to connect with each other. We do this through working with and funding community service providers, providing information and advice for families and to communities and leading and coordinating services for families.

## Tūhoe Priorities

Tūhoe identify the need to establish meaningful capability, leadership and infrastructure to achieve its long-term priorities, initial steps include the following short to medium term priorities.

### Short – Medium Priorities

- Practical working relationships with MSD are established, effective and positive;
- Welfare for Tūhoe is examined, understood and operational;
- The incidence of Tūhoe welfare is better understood with the result that welfare dependency is reduced over the medium to long-term;
- The links between future Tūhoe economic development planning; skills need; and welfare are better understood and inform key planning strategies.

### Long-Term Priorities

Tūhoe wishes to transform its current state of dependency to be self-governing over a 40 year or 2 generational timeframe. Key priorities over the long-term include the following:

- The Crown has transferred to Tūhoe maximum autonomy possible in the circumstances in the planning, design, innovation and delivery of welfare provision in the Tūhoe rohe;
- Alternatives to welfare dependency are modelled and practiced;
- Tūhoe has tested and applied its Iwi wide welfare strategy, policy and investment infrastructure and is able to provide for welfare circumstance of Tūhoe in the rohe and where ever they may live;
- Tūhoe has developed leadership capability throughout its Tribal communities and this has inspired personal responsibility for the standard of care of and between Tūhoe whānau.

## Shared MSD and Tūhoe Priorities

### Work and Income

- Tūhoe welfare is developed and understood so that attitudinal alternatives to welfare dependency are evolved and programmed to reduce the number of Tūhoe people in receipt of welfare dependency;
- Promote alternatives to a life of welfare dependency and share Work and Income products and services which are enabling of this objective;
- Collaborate with Tūhoe in their economic development, investment and industry generation within the Tūhoe rohe through data sharing; labour force analysis and workforce development and planning for Tūhoe people and communities.

### Child, Youth and Family

- Ensure that Tūhoe children and young people are safe from harm;
- share information to improve our knowledge and understanding of the challenges and risks with Tūhoe children and young people who come into contact with Child, Youth and Family;
- Explore opportunities to work together to improve outcomes for Tūhoe children and young people in Child, Youth and Family's care, or at risk of coming into care;
- Incidences of emotional abuse within the Tūhoe rohe are understood, identified and reduced;
- A joint strategy to achieve a "No Tūhoe tamariki in CYF's Care" state is planned and implemented;
- Collaboration which assist Tūhoe to develop key infrastructure to deliver upon the joint strategy.

### Family and Community Services

- communities to be strong well informed and to connect with each other;
- Help support Tūhoe to develop services capability and capacity for long term independence.

## Five Year Action Plan

The actions set out in the table below will be reviewed on an on-going basis. The actions are expected to evolve over time through discussion between Work and Income and Tūhoe.

Work and Income		
ACTIONS	DETAILS	CAPABILITY AND RESOURCING
<b>PRIORITY 1 – WORK &amp; INCOME</b>		
Tūhoe welfare is developed and understood so that attitudinal alternatives to welfare dependency are evolved and programmed to reduce the number of Tūhoe people in receipt of welfare dependency.		
<b>Action 1.1</b> Discover what is 'welfare' for Tūhoe	<ul style="list-style-type: none"> <li>- Provide support to a Tūhoe 'Welfare Needs Analysis' approach.</li> <li>- Assist with a demographic profile of Tūhoe 'beneficiary' status, incidences of, generational status etc.</li> <li>- Generate notions of interdependence aimed at attitudinal shifts from benefit dependence.</li> <li>- Tikanga, terms and concepts of welfare for Tūhoe are debated and published.</li> </ul>	Work and Income Labour Market manager to provide support to Tūhoe
<b>PRIORITY 2</b>		
Promote alternatives to a life of welfare dependency and share Work and Income products and services which are enabling of this objective.		
<b>Action 2.1</b> Provide training opportunities that will increase the current skill level of Tūhoe workers to take advantage of the opportunities created.	<ul style="list-style-type: none"> <li>- Complete assessment of available workforce capability within the Tūhoe rohe details to be agreed between the parties.</li> <li>- Tūhoe to provide input into the development of services and delivery and accountability mechanisms.</li> </ul>	Work and Income labour market team to provide support where needed Industry partnership adviser, supporting a pathway to employment through training
<b>Action 2.2</b> Help support Tūhoe to develop employment initiatives focussed on opportunities for their people.	Enable data share with local and national data to configure a capable and competent Tūhoe workforce.	
<b>Action 2.3</b> Help support Tūhoe to develop capability and capacity for long term independence	Assist Tūhoe to develop a Tūhoe Welfare System that is founded upon whānau and hapu responsibility. Internalize a disapproving stigma of apathy and idleness. Assist tribal infrastructure development to enable transformative state.	



<b>PRIORITY 3</b>		
Collaborate with Tūhoe in their economic development, investment and industry generation within the Tūhoe rohe through data sharing; labour force analysis and workforce development and planning for Tūhoe people and communities.		
<b>Action 3.1</b> Collaborate on wealth generation planning for Tūhoe to scope future workforce development needs.	<ul style="list-style-type: none"> <li>- Assist infrastructure development.</li> <li>- Refine relationship protocols.</li> <li>- Provide Labour market intelligence to Tūhoe for the purpose of developing the labour market analysis report.</li> <li>- Help support Tūhoe to development a marketing tool that promotes work first approach</li> </ul>	In collaboration with Tūhoe complete a Labour Market analysis plan by end of 2012
<b>Action 3.2</b> Use Tūhoe current labour opportunities to train their own people into meaningful employment.	Assist Tūhoe to connect workforce development planning with Tūhoe business planning approaches.	Support from the department
<b>Action 3.3</b> Provide advice to improve Tūhoe planning ability to address their economic and social development potential.	Connecting industries to Tūhoe and supporting Tūhoe employment strategies	Labour market team to provide key training opportunities industry specific. Eg Forestry, Aquaculture.
<b>Child, Youth and Family</b>		
ACTIONS	DETAILS	CAPABILITY AND RESOURCING
<b>PRIORITY 1</b>		
To ensure that Tūhoe children and young people are safe from harm		
<b>Action 1.1</b> Child, Youth and Family and Tūhoe will build their relationship through information sharing and two-way dialogue about at risk Tūhoe children and young people, particularly those in care.	Details to be agreed between Child, Youth and Family and Tūhoe.	
<b>Action 1.2</b> Child, Youth and Family and Tūhoe will agree outcome indicators against which Tūhoe can hold Child, Youth and Family to account for Tūhoe children and young people in care or at risk of coming into care.	Details to be agreed between Child, Youth and Family and Tūhoe.	

Family and Community Services		
ACTIONS	DETAILS	CAPABILITY AND RESOURCING
<b>PRIORITY 1</b>		
To assist Tūhoe to access support services that enable whanau to live independently of welfare		
<b>Action 1.1</b> Assist in developing a MSD whole of rohe perspective	Develop a protocol within MSD in respect to planning and service investment and commitment to the Tūhoe rohe / Te Urewera region.	Discuss with Tūhoe how accessible the services are
<b>Action 1.2</b> Assist in the planning and development of a Tūhoe welfare system aimed at reducing incidence of beneficiary dependence.	Tūhoe to provide an overview of the strengths and skill sets of individuals and organisations aligned to Tūhoe.	Discuss with Tūhoe what service capacity we could leverage off
<b>Action 1.3</b>	Tūhoe to provide input into the development of services and delivery and accountability mechanisms.	Discuss with Tūhoe what service capacity we could leverage off
<b>PRIORITY 2</b>		
Help support Tūhoe to develop services capability and capacity for long term independence		
<b>Action 2.1</b>	Map out the strengths and skill sets currently available to potential future opportunities	Discuss with Tūhoe
<b>Action 2.2</b>	Work with Tūhoe so they understand FACS <sup>17</sup> contracting criteria	Discuss with Tūhoe to assist lifting the capability of Tūhoe
<b>Action 2.3</b>	Work with Tūhoe to identify appropriate service delivery options in the rohe.	Discuss with Tūhoe their aspirations to achieve independent wellness.

## The Relationship Mechanism

MSD is committed to ensuring a strong, mutually rewarding relationship with Tūhoe endures into the future. The Chief Executive of MSD will meet with Tūhoe annually. Additionally:

- Work and Income and Tūhoe will meet six monthly to share information about Tūhoe employment outcomes and benefit receipt. The meetings will include Tūhoe, Work and Income's Deputy Chief Executive (annually), Regional Commissioner for Social Development BOP, Regional Labour Market Manager (six monthly);
- As part of this process, Work and Income will provide Tūhoe annually with an update to the statistical report prepared and submitted to the Taskforce. The parties will have two-way dialogue about this data, and how outcomes could be improved;
- Representatives of Tūhoe will be able to contact Work and Income's Regional Commissioner for Social Development BOP or Regional Labour Market Manager at any time about any concerns that emerge about this process;
- Child, Youth and Family and Tūhoe will meet six monthly to share information about Tūhoe children and young people in care, or at risk of coming into care. The meetings will include mandated Tūhoe representatives, Child, Youth and Family's Deputy Chief Executive and Chief Social Worker (annually), and General Manager Operations and Regional Director Midlands (six monthly);
- Representatives of Tūhoe will be able to contact Child, Youth and Family's General Manager Operations or Regional Director Midlands at any time about any concerns that emerge about Tūhoe children and young people in our care, or Tūhoe children, young people and their families who are at risk and may need Child, Youth and Family's help, or that of non-government organisation partners;
- Family and Community Services and Tūhoe will meet six monthly to share information about Tūhoe whanau outcomes and government and non-government activity to support families and communities to be safe and successful. The meetings will include Tūhoe representatives, Family and Community Services Deputy Chief Executive (annually), Regional Manager (six monthly);
- As part of this process, Family and Community Services will provide Tūhoe annually with an update to the statistical report prepared and submitted to the Taskforce. MSD and Tūhoe will have two-way dialogue about these data, and how outcomes could be improved;
- Representatives of Tūhoe will be able to contact Family and Community Services Regional Manager BOP at any time about any concerns that emerge about this process.



## APPENDIX 3

### Ngāi Tūhoe Social Service Taskforce<sup>20</sup>

#### Ministry of Social Development (Chair)

*Richard Wood (replaced by Murray Edridge) - Deputy Chief Executive, Family and Community Services*

#### Ministry of Justice (Office of Treaty Settlements)

*Peter Galvin – Deputy Secretary Treaty and Director Office of Treaty Settlements*

#### Te Puni Kōkiri

*Herewini Te Koha - Deputy Secretary, Relationships and Information*

#### Ministry of Education

*Rawiri Brell - Deputy Secretary, Early Years and Learning Support*

#### Ministry of Health

*Teresa Wall - Deputy Director-General, Māori Health*

#### The Department of Building and Housing<sup>21</sup>

*Suzanne Townsend - Deputy Chief Executive*

#### Department of the Prime Minister and Cabinet (advisory role)

*Anaru Mill – Policy Advisor*

#### Secretariat

**Peter Kennedy** – Principal Advisor, Office of Treaty Settlements

**Neil Martin** – Principal Advisor, Ministry of Social Development

<sup>20</sup> The Departments, and their representatives, that worked together and with Ngāi Tūhoe to develop this Service Management Plan.

<sup>21</sup> Now the Ministry of Business, Innovation and Employment

## APPENDIX 4

### Ngāi Tūhoe representatives

Ngāi Tūhoe negotiators

**Tāmami Kruger**

*Chief Negotiator*

**Kirsti Luke**

*General Manager*

**Te Kotahi ā Tūhoe**

**Sir Noel Anderson**

*Special Advisor*

### Ngāi Tūhoe Discussion Group Participants

GROUP	ADVISORS
Building & Housing	Awhina Rangiaho Doris Rurehe
Education	Yvonne Hōhipa Hāromi Williams Chris Eketone Sandre' Kruger Kararaina Pōnika
Health	Waylyn Tahuri-Whaipakanga Kero Te Pou Wena Harawira Tame Iti
Welfare	Te Tokawhakāea Tēmara Waereti Rolleston-Tait Roberta Ripaki

*g #*

## APPENDIX 5

### GLOSSARY OF TERMS

***Mana Motuhake:***

Mana Motuhake is defined within the terms of this agreement as: “Progressively enhancing Tūhoe’s autonomy in decision making matched by its growth in infrastructure, capability and leadership in social service provision. This is balanced by the Crown’s governance role under Te Tiriti O Waitangi. Through the Treaty Settlement practical steps will be taken for Tūhoe to manage their affairs within their core area of interest with the maximum autonomy possible in the circumstances.”

***Tūhoe-Te Uru Taumatua:***

The Tūhoe governance entity.

***Rangatira to Rangatira:***

Engagement between the parties at the highest level possible in the circumstances.

***Sector Chapters:***

The detailed work plan of the commitments each of the parties, the District Health Boards and the Ministry of Health have made to Tūhoe.



*C. H.*

---

**3. CLAIMS AUDIT**

---



TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
 NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

3: CLAIMS AUDIT

A SNAPSHOT  
 OF TUHOE  
 RAUPATU  
 ISSUES

	WAI 959 - Intellectual Property	WAI 842 - Ruatohuna	WAI 795, 997, 1010, 1011, 1087 - Waikaremoana	WAI 754 & 1009 & 1055 - Ruatoko	WAI - Ruatoki	WAI 726 - Waiohau	WAI 724 & 725 - Te Whaiti	WAI 560 - Ngāi Kōngi	WAI 509 - Tamatekoia Whānau	WAI 40 - Ruatoko - Waiohau	WAI 306 - Matahina - Whānau	WAI 36 - Tukioe Iwi	WAI 35 - Tukioe State Owned Enterprise Iwi	WAI 333 - Waiararua	WAI 265 - Adoption Act	WAI 1225 - Kāngāwai	WAI 2041 - Tukiorua Teone	WAI 2033 - Tukioe	WAI 1011, 1012, 1026, 1036, 1042 - Te Wāmana & Māungapōhāru
Mana Motuhake																			
Invasion & Scorched Earth																			
Confiscation																			
Native Land Court - Land Alienation																			
Native Land Court - Surveys																			
UDNR & Urewera Consolidation																			
Other Consolidation & Land Development																			
UDNR Roads																			
UDNR Surveys																			
Wahi Tapu																			
Public Works																			
Rates																			
Environment & National Park																			
Lake																			
Rivers & Water Fisheries																			
Health																			
Education																			
Social & Cultural Impact																			
Taonga & Intellectual Property																			

■ - Indicates this issue is included in the claim

---

**4. PROTOCOLS**

---

---

**4.1 PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR  
PRIMARY INDUSTRIES**

---

4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

**TŪHOE - PRIMARY INDUSTRIES PROTOCOL**

**Issued by**

**the Minister for Primary Industries**



4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

**PART ONE - RELATIONSHIP**

**PURPOSE**

1. The purpose of this Tūhoe - Primary Industries Protocol (the Protocol) is to set out how Tūhoe and the Minister for Primary Industries (the Minister) and the Director-General of the Ministry for Primary Industries (the Director-General) will establish and maintain a positive, co-operative and enduring relationship.

**CONTEXT**

2. The Protocol should be read in a manner that best furthers the overarching purpose of the Tūhoe Deed of Settlement.
3. The Protocol is a living document that should be updated to take account of the relationship between the parties, future developments and additional relationship opportunities.

**PRINCIPLES UNDERLYING THE PROTOCOL**

4. The parties recognise that to successfully implement the Protocol, the parties will need to work in partnership and in the spirit of collaboration.
5. The parties also acknowledge the relationship principles as set out in Ngā Korero Ranatira ā Tūhoe me Te Karauna the Tūhoe / Crown Compact (Attachment C) and their importance to successfully achieve the purpose of the Protocol. These relationship principles are set out below:
  - a. to work in a spirit of co-operation;
  - b. to ensure early engagement on issues of known mutual interest;
  - c. to operate on a 'no surprises' approach;
  - d. acknowledgment that the relationship is evolving, not prescribed;
  - e. to respect the independence of the parties and their individual mandates, roles, and responsibilities;
  - f. to recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge, and expertise;
  - g. to commit to giving effect to the principles of Ngā Korero Ranatira ā Tūhoe me Te Karauna the Tūhoe / Crown Compact .

4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

**PART TWO - SCOPE AND INTERPRETATION**

**SCOPE**

6. The Protocol applies to the obligations of the Ministry in respect of fisheries. The Ministry is required to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
7. The Protocol applies to the Tūhoe area of interest as noted and described in the attached map (Appendix A).
8. Tūhoe have identified further areas of policy that the Ministry is responsible for, and in which Tūhoe have an interest.
9. The Ministry is considering whether to broaden the scope of its negotiation mandate for historical Treaty settlements beyond fisheries matters, to include relationships with iwi relating to other areas of policy.
10. In the event that the Ministry broadens the scope of its negotiation mandate, the Ministry and Tūhoe will discuss inclusion in this agreement of these matters.
11. Such discussions will occur following the enactment of settlement legislation to give effect to the Deed of Settlement, and which is to conclude within 18 months after settlement date prescribed by the legislation.
12. Any agreements between the Ministry and Tūhoe about the extension of the scope of this Protocol will be provided for by amending this Protocol.

**DEFINITIONS AND INTERPRETATION**

13. In the Protocol:
  - a. 'Protocol' means a statement in writing, issued by the Crown through the Minister to Tūhoe Te Uru Taumatua (Tuhoe) under the Settlement Legislation and the Deed of Settlement and includes this Protocol;
  - b. 'Protocol area' means the land area [as noted in the attached map at Appendix A];
  - c. '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 to participate in any aspect of the redress under the Deed;
  - d. 'Fisheries Legislation' means the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1983 and the Fisheries Act 1996, and any regulations made under the Fisheries Act 1983 and the Fisheries Act 1996; and
  - e. 'Tuhoe' means Tūhoe Te Uru Taumatua the Tūhoe PSGE.
  - f. 'the parties' means Tūhoe Te Uru Taumatua, the Minister for Primary Industries (acting on behalf of the Crown), and the Director-General of the Ministry of Primary Industries (acting on behalf of the Ministry for Primary Industries).

4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

**LIMITS OF PROTOCOL**

14. The Protocol does not override or limit the:
- a. legislative rights, powers or obligations; or
  - b. functions, duties and powers of the Minister and any officials under legislation; or
  - c. ability of the Crown to introduce legislation and change government policy; or
  - d. ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau, or their representative; or
  - e. the legal rights and obligations of Tūhoe.

4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

**PART THREE - FISHERIES**

***THE TŪHOE IWI FISHERIES PLAN***

15. Tūhoe Te Uru Taumatua will develop an iwi fisheries plan which may include:
- a. the objectives of the Tūhoe for the management of their customary, commercial, recreational, and environmental interests;
  - b. the Tūhoe view on what constitutes the exercise of kaitiakitanga within the Protocol Area;
  - c. how Tūhoe Te Uru Taumatua will participate in fisheries planning and management; and
  - d. how the customary, commercial, and recreational fishing interests of Tūhoe will be managed in an integrated way.
16. The Ministry and the Tūhoe PSGE agree to meet, as soon as reasonably practical, to discuss:
- a. the content of the iwi fisheries plan; and
  - b. ways in which the Ministry will work with the Tūhoe PSGE to develop and review the iwi fisheries plan; and
  - c. assisting Tūhoe to participate in Fisheries Forums established for all iwi within a fisheries management area and to develop a "Forum Fisheries Plan" through those Forums.
17. Any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have particular regard to Tūhoe's interpretation of kaitiakitanga (see section 12(1) (b) of the Fisheries Act 1996).

***INPUT INTO AND PARTICIPATION IN THE MINISTRY'S FISHERIES PLANS***

18. The Ministry's national fisheries plans will reflect the high level goals and outcomes for fisheries. The plans will guide annual identification of the measures (which may include catch limits, research, planning and compliance services) required to meet these goals and outcomes.
19. The Ministry will provide for Tūhoe input and participation into national fisheries plans through iwi forum fisheries plans. Iwi forum fisheries plans allow the Ministry to engage and involve iwi in fisheries management activities and national fisheries planning.
20. The Tūhoe fisheries plan will be incorporated into the relevant iwi forum fisheries plan.

***FISHERIES SPECIAL PERMITS***

21. The Ministry will engage early and effectively with Tūhoe on fisheries special permit applications that affect the protocol area.



4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

***PROVISION OF FISHERIES SERVICES AND RESEARCH***

22. Tūhoe input and participation into Ministry fisheries services and research will occur through Tūhoe's input and participation into the Ministry's national fisheries plans.
23. When the Ministry is proposing to contract out any fisheries functions that it currently undertakes itself, and which may have an impact on the management of customary fisheries within the Protocol area, the Ministry will engage with Tūhoe.

***EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES***

24. The Ministry will engage with Tūhoe on the employment of Ministry staff where the vacancy affects the customary fisheries interests of Tūhoe.
25. Engagement may include input (with other affected iwi) into the:
  - a. job description and work programme;
  - b. locations of the position; and
  - c. selection of the interview panel.

4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

**PART FOUR - IMPLEMENTATION**

***MAINTAINING THE RELATIONSHIP***

26. Each party will identify a senior representative to oversee the implementation of the Protocol. The senior representatives will be the key point of contact for any matters relating to the Protocol, and will be responsible for ensuring the outcomes and deliverables of the Protocol are monitored and achieved.
27. Where elements of the Protocol may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outputs and outcomes of the Protocol.
28. Representatives of the parties will meet as required.

***ESCALATION OF MATTERS***

29. If one party considers that there has been a breach of the Protocol then that party may give notice to the other that they are in dispute.
30. As soon as possible, upon receipt of the notice referred to in clause [29], the Ministry and Tūhoe representative(s) will meet to work in good faith to resolve the issue.
31. If the dispute has not been resolved within 20 working days of receipt of the notice, the Director-General and the General Manager/Chief Executive Officer of the Tūhoe PSGE will meet to work in good faith to resolve the issue.
32. If the dispute has still not been resolved within 20 working days of the meeting set out in clause [31], the Minister and the Chair of Tūhoe (or nominee) will meet to work in good faith to resolve the issue.

***INFORMATION SHARING***

33. The parties to the Protocol recognise the benefit of mutual information exchange. To this end, the parties will exchange any information that is relevant to, and will assist in, the carrying out of functions, duties, and powers.
34. If requested by Tūhoe, the Ministry will advise of, and make available, any technical data held by the Ministry that may have a bearing within the Protocol area.

For the avoidance of doubt, the obligations in this section of the Protocol do not apply to information that the Department is legally prevented from providing (for example information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Department may withhold and refuse under the grounds set out under the Official Information Act 1982.

***REVIEW AND AMENDMENT***

35. The parties agree that this Protocol is a living document which should be updated and adapted to take account of any future developments and relationship opportunities.
36. The Protocol will be reviewed no later than three years following execution by all parties and thereafter reviewed as agreed by the parties.

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

---

4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

- 37. The parties may only vary this Protocol by agreement in writing.
- 38. Where the parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in the Protocol.

**ISSUED** on

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

**WITNESS**

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

Occupation:

Address:

4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

**ATTACHMENT A: FISHERIES PROTOCOL AREA**

*[to insert Area of Interest map]*

## 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 iwi, hapū, marae, whānau 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 [ ] of the Deed of Settlement will not apply to any guidelines developed in relation to a 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]

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

4.1: PRIMARY INDUSTRIES PROTOCOL WITH THE MINISTRY FOR PRIMARY INDUSTRIES

ATTACHMENT C: NĀ KŌRERO RANATIRA Ā TŪHOE ME  
TE KARAUNA

The document is a formal deed of settlement, titled "Nā Kōrero Ranatira ā Tūhoe me Te Karauna" (Maori) and "Ngā Kōrero Rangatira ā Tūhoe me Te Karauna" (English). It is framed by a decorative border. At the top, it features the Maori coat of arms on the left and the British Royal Coat of Arms on the right. The text is arranged in two columns, with the Maori text on the left and the English text on the right. The document contains several paragraphs of text, followed by a section for signatures. The signatures are arranged in two columns, with the Maori signatures on the left and the English signatures on the right. The document is signed by the Tūhoe Rangatira (chiefs) and the Crown. The date is given as the 15th day of the month of Te Whiringa-ā-riki, 1877.

g#

---

**4.2 TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR  
CULTURE AND HERITAGE**

---



4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS,  
CULTURE AND HERITAGE REGARDING INTERACTION WITH TŪHOE  
ON SPECIFIED ISSUES**

**1 INTRODUCTION**

- 1.1 Under the Deed of Settlement dated xx between the Tūhoe and Tūhoe Te Uru Taumatua Trust and The Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "**Minister**") would issue a protocol (the "**Protocol**") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with Tūhoe Te Uru Taumatua Trust (**Tūhoe**) on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area - Part 2;
  - 1.1.2 Terms of issue - Part 3;
  - 1.1.3 Implementation and communication - Part 4;
  - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5;
  - 1.1.5 The role of the Minister under the Protected Objects Act 1975 - Part 6;
  - 1.1.6 Effects on Ngāi Tūhoe interests in the Protocol Area - Part 7;
  - 1.1.7 Registration as a collector of Ngā Taonga Tūturu - Part 8;
  - 1.1.8 Board Appointments - Part 9;
  - 1.1.9 National Monuments, War Graves and Historical Graves - Part 10;
  - 1.1.10 History publications relating to Tūhoe - Part 11;
  - 1.1.11 Cultural and/or Spiritual Practices and professional services - Part 12;
  - 1.1.12 Consultation - Part 13;
  - 1.1.13 Changes to legislation affecting this Protocol -Part 14; and
  - 1.1.14 Definitions - Part 15.
- 1.2 For the purposes of this Protocol, Tūhoe is the body representative of the whānau, hapū and iwi of Tūhoe who have an interest in the matters covered under this Protocol. This derives from the status of Tūhoe as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.



**4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE**

- 1.3 Manatū Taonga also known as the Ministry (the Ministry) and Tūhoe are seeking a relationship consistent with the principles outlined in Nā Korero Ranatira ā Tūhoe me Te Karauna<sup>1</sup>.
- 1.4 The purpose of the Protected Objects Act 1975 ("the Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide Tūhoe with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

**2 PROTOCOL AREA**

- 2.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "Protocol Area").

**3.0 RELATIONSHIP PRINCIPLES**

- 3.1 Tūhoe, the Minister, and the Chief Executive agree to abide by the following relationship principles, when implementing this Protocol and exercising their various roles and functions under this Protocol:
  - 3.1.1 working together to identify, preserve, promote and enhance protection of taonga tuturu;
  - 3.1.2 working in a spirit of co-operation;
  - 3.1.3 ensuring early engagement on matters relating to this Protocol;
  - 3.1.4 operating a 'no-surprises' approach;
  - 3.1.5 acknowledging that the relationship between the parties is evolving, not prescribed;
  - 3.1.6 respecting the independence of the parties and their respective mandates, roles, and responsibilities within the Protocol Areas;
  - 3.1.7 acknowledging that Tūhoe relationships with taonga tuturu are enhanced when the treatment of Taonga tūturu is undertaken in ways that are informed and supported by Tūhoe;
  - 3.1.8 acknowledging that the parties benefit from working together by sharing their vision, knowledge and expertise; and
  - 3.1.9 in the context of any documents or other information provided to the Ministry by Tūhoe, respecting and acknowledging the need to safeguard traditional knowledge and cultural expressions associated with nga taonga tuturu o Tūhoe.

---

<sup>1</sup> Ngā Korero Ranatira ā Tūhoe me Te Karauna is also known as Ngā Korero Rangatira ā Tūhoe me Te Karauna and at Attachment B

4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE

**4.0 IMPLEMENTATION AND COMMUNICATION**

4.1 The Chief Executive will maintain effective communication with Tūhoe by:

- 4.1.1 maintaining information provided by Tūhoe on the office holders of Tūhoe and their addresses and contact details;
- 4.1.2 discussing with Tūhoe concerns and issues notified by Tūhoe about this Protocol;
- 4.1.3 as far as reasonably practicable, providing opportunities for Tūhoe to meet with relevant Ministry managers and staff;
- 4.1.4 meeting with Tūhoe to review the implementation of this Protocol at least once a year, if requested by either party;
- 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;
- 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
- 4.1.7 including a copy of the Protocol with Tūhoe on the Ministry's website.

**5.0 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT**

**General**

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to Tūhoe within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify Tūhoe in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngai Tūhoe origin found anywhere else in New Zealand;
  - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngai Tūhoe origin found anywhere else in New Zealand;
  - 5.1.3 notify Tūhoe in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngai Tūhoe origin found anywhere else in New Zealand;
  - 5.1.4 notify Tūhoe in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngai Tūhoe origin found anywhere else in New Zealand, or for any right, title, estate or interest in any such Taonga Tūturu; and
  - 5.1.5 notify Tūhoe in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as

4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE

being of Ngai Tūhoe origin found anywhere else in New Zealand, or for any right, title, estate or interest in any such Taonga Tūturū.

**Ownership of Taonga Tūturū found in Protocol Area or identified as being of Tūhoe origin found elsewhere in New Zealand**

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

**Custody of Taonga Tūturū found in Protocol Area or identified as being of Tūhoe origin found elsewhere in New Zealand**

- 5.5. If Tūhoe does not lodge a claim of ownership of any Taonga Tūturū found within the Protocol Area or identified as being of Ngai Tūhoe 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:
  - 5.5.1. consult Tūhoe before a decision is made on who may have custody of the Taonga Tūturū; and
  - 5.5.2. notify Tūhoe in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturū.

**Export Applications**

- 5.6. For the purpose of seeking an expert opinion from Tūhoe on any export applications to remove any Taonga Tūturū of Ngai Tūhoe origin from New Zealand, the Chief Executive will register Tūhoe on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7. Where the Chief Executive receives an export application to remove any Taonga Tūturū of Ngai Tūhoe origin from New Zealand, the Chief Executive will consult Tūhoe as an Expert Examiner on that application, and notify Tūhoe in writing of the Chief Executive's decision.

4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE

**6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975**

6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to Tūhoe within the limits of the Act. In circumstances where the Chief Executive originally consulted Tūhoe as an Expert Examiner, the Minister may consult with Tūhoe where a person appeals the decision of the Chief Executive to:

6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

6.2 The Ministry will notify Tūhoe in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Tūhoe was consulted as an Expert Examiner.

**7. EFFECTS ON TŪHOE INTERESTS IN THE PROTOCOL AREA**

7.1 The Chief Executive and Tūhoe shall discuss any policy and legislative development, which specifically affects Tūhoe interests in the Protocol Area.

7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Tūhoe interests in the Protocol Area.

7.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Tūhoe interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

**8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU**

8.1 The Chief Executive will register Tūhoe as a Registered Collector of Taonga Tūturu.

**9. BOARD APPOINTMENTS**

9.1 The Chief Executive shall:

9.1.1 notify Tūhoe of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

9.1.2 add Tūhoe nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

9.1.3 notify Tūhoe of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

**10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES**

10.1 The Chief Executive shall seek and consider the views of Tūhoe on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Tūhoe interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning. A list of national monuments, war graves and historic graves

**4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE**

managed or administered by the Ministry in the Protocol Area is attached as Attachment C to the Protocol.

- 10.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by Tūhoe, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

**11. HISTORY PUBLICATIONS RELATING TO TŪHOE**

- 11.1 The Chief Executive shall:

11.1.1 on commencement of this protocol, provide Tūhoe with a list and copies of all history publications commissioned or undertaken by the Ministry that relate substantially to Tūhoe; and

11.1.2 where reasonably practicable, consult with Tūhoe on any work the Ministry undertakes that relates substantially to Tūhoe:

- (a) from an early stage;
- (b) throughout the process of undertaking the work; and
- (c) before making the final decision on the material of a publication.

- 11.2 Tūhoe accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by Tūhoe, is entitled to make the final decision on the material of the historical publication.

**12. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**

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

- 12.2 Where appropriate, the Chief Executive will consider engaging Tūhoe as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

- 12.3 The procurement by the Chief Executive of any such services set out in clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

**4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE**

**13. CONSULTATION**

- 13.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with Tūhoe in each case are:
- 13.1.1 ensuring that Tūhoe is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
  - 13.1.2 providing Tūhoe with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
  - 13.1.3 ensuring that sufficient time is given for the participation of Tūhoe in the decision making process including the preparation of submissions by Tūhoe in relation to any of the matters that are the subject of the consultation;
  - 13.1.4 ensuring that the Chief Executive will approach the consultation with Tūhoe with an open mind, and will genuinely consider the submissions of Tūhoe in relation to any of the matters that are the subject of the consultation; and
  - 13.1.5 report back to Tūhoe, either in writing or in person, in regard to any decisions made that relate to that consultation.

**14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

- 14.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- 14.1.1 notify Tūhoe of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;
  - 14.1.2 make available to Tūhoe the information provided to Māori as part of the consultation process referred to in this clause; and
  - 14.1.3 report back to Tūhoe on the outcome of any such consultation.

**15 TERMS OF ISSUE**

- 15.1 This Protocol is issued pursuant to section [xx] of the [Te Urewera - Tūhoe Claims Settlement Act] ("the Settlement Legislation") that implements the Tūhoe and Tūhoe Trust - Te Uru Taumatua and The Crown Deed of Settlement of Historical Claims, and is subject to the Settlement Legislation and the Deed of Settlement.
- 15.2 This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

**16 AMENDMENT AND CANCELLATION**

- 16.1 The Minister may amend or cancel this Protocol, but only after consulting with Tūhoe and having particular regard to its views (section [ ]).

4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE

**17 LIMITS**

- 17.1 This Protocol does not restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law 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, hapu, marae, whānau, or representative of tangata whenua (section [ ]); or
  - (d) restrict the responsibilities of the Minister or the Ministry or the legal rights of [ ] (section [ ]); or
  - (e) grant, create or provide evidence of an estate or interest in, or rights relating to, taonga tuturu.

**18 BREACH**

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

**19. DEFINITIONS**

- 19.1 In this Protocol:

**Chief Executive** means the Chief Executive of Manatū Taonga also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatū Taonga also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive;

**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;

**Expert Examiner** has the same meaning as in section 2 of the Act and means a body corporate or an association of persons;

**Found** has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tūturu and which suggest that the Taonga Tūturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings;

**Ngā Taonga Tūturu** has the same meaning as "nga taonga tuturu" in section 2 of the Act and means two or more Taonga Tūturu;

**TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE**

---

**4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE**

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

**Taonga Tūturu has** the same meaning as "taonga tūturu" in section 2 of the Act and means an object that:

- (a) relates to Māori culture, history, or society; and
- (b) was, or appears to have been:
  - (i) manufactured or modified in New Zealand by Māori; or
  - (ii) brought into New Zealand by Māori; or
  - (iii) used by Māori; and
- (c) is more than 50 years old; and

**Tūhoe** means the Tūhoe Te Uru Taumatua Trust, which has the the meaning given to it in paragraph [8.7] of the general matters schedule to the deed of settlement.

**ISSUED on**

**SIGNED** for and on behalf of )  
**THE CROWN** by the Minister for Arts, )  
Culture and Heritage in the presence of: ) \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address



4.2: TAONGA TŪTURU PROTOCOL WITH THE MINISTRY FOR CULTURE AND HERITAGE

**ATTACHMENT A**

**The Ministry for Culture and Heritage Protocol Area**

*[Insert Area of Interest map]*





**ATTACHMENT C**

**War graves, historic graves and monuments responsibilities  
administered in the Protocol Area**

**War graves of the First and Second World Wars**

**RUATOKI NORTH MAORI (OLD) CEMETERY - Whakatane District**

**UATUKU**, Lieutenant, TE IRITIMA, 20701. N.Z. Maori (Pioneer) Battalion. Died of phthisis 31<sup>st</sup> August 1917. Son of Hokopata Te Uatuku, of Ruatoki. Plot 1, South end.

**RUATOKI (NGAHINA) MAORI CEMETERY - Whakatane District**

**KINGI**, Leading Aircraftman, DICK WAHAPANGO, 4311477. Royal New Zealand Air Force. 15<sup>th</sup> September 1945. Son of Wahapango Kingi and Arishia Toki, of Ruatoki.

**MURUPARA (TE PAPA MARAE) MAORI CEMETERY - Whakatane District**

**HOHEPA**, Private, PUEHU, 19786. N.Z. Maori (Pioneer) Battalion. 30<sup>th</sup> December 1917. Son of the late Hohepa Poia, of Murupara.

**War graves of the NZ Wars, historic graves and monuments**

Pouawha Meihana Memorial, Pukeko Marae, Poroporo, Whakatane.

Life size statue of Chief Pouawha Meihana on a 2 metre high pedestal.

Kainaha Cemetery, Mataatua Road, Ruatahuna.

Two mass graves of NZ Wars:

1. Memorial to Native Auxiliaries of H.M. Forces who died on 7.5.1869 and 8.5.1869.
2. Memorial to Armed Constabulary killed at Orangikawa Pa.

Onepoto grave of Tpr Michael Noonan, beside Lake Kiriopukae, Lake Waikaremoana; Trooper Michael Noonan was a despatch rider killed in the execution of his duty during the NZ Wars.

Ruakituri Cemetery Reserve, Papuni Road, Ruakituri Valley near Wairoa.

Three NZ Wars memorials:

1. Metal plaque mounted on a rock cairn in memory of Davis Canning.
2. Grave of Captain Oswald Carr, Royal Artillery.
3. Stone cairn commemorating Constables Coates, Condon, Byrne and Private Rihara.

---

**5. RELATIONSHIP AGREEMENT WITH THE  
MINISTRY FOR THE ENVIRONMENT**

---



5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

**RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY FOR THE ENVIRONMENT AND  
NGĀI TŪHOE**

**1. PURPOSE OF THE RELATIONSHIP AGREEMENT**

1.1 This relationship agreement formalises the relationship between the Ministry for the Environment (the "**Ministry**") and Tūhoe Te Uru Taumatua (**Tūhoe**) and establishes a framework to enable the parties to maintain a positive and enduring working relationship, which is based on the following principles:

- (a) the acknowledgement of Ngāi Tūhoe and the Crown's respective mana.
- (b) a commitment to understand and appreciate what is important to the other party; and to be innovative in responding to, and accommodating those; and
- (c) that the Parties work together in accordance with the principles outlined in Ngā Korero Ranatira ā Tūhoe me Te Karauna<sup>2</sup>.

**2. RELATIONSHIP AGREEMENT AREA**

2.1 This relationship agreement applies to the Area of Interest of Ngāi Tūhoe, as defined in clause [x] of the Tūhoe and Tūhoe Trust - Te Uru Taumatua and The Crown Deed of Settlement of Historical Claims.

**3. COMMUNICATION**

3.1 The Ministry will:

- (a) participate in the relationship meetings held under clause 4;
- (b) maintain information on Tūhoe office holders, and their addresses and contact details;
- (c) provide a primary Ministry contact; and
- (d) inform relevant staff of the contents of this relationship agreement and their responsibilities and roles under it.

**4. RELATIONSHIP MEETINGS**

4.1 The parties agree that representatives of Tūhoe and the Ministry will participate in a biennial relationship meeting.

4.2 If there are agenda items that are of overlapping interest to other iwi within the region, Tūhoe may invite other iwi to attend all, or part, of their biennial relationship meeting with the Ministry.

4.3 Before each meeting under clause 4, representatives of Tūhoe and the Ministry will agree administrative arrangements for the meeting.

---

<sup>2</sup> On 2 July 2011 the Crown and Tūhoe signed a high level relationship statement Ngā Korero Ranatira ā Tūhoe me Te Karauna. Ngā Korero Ranatira ā Tūhoe me Te Karauna is attached at Appendix One.

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

- 4.4 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items could include:
- (a) [any legislative or policy developments of interest to Tūhoe, including but not limited to [biodiversity, reform of the Resource Management Act 1991 ("RMA"), freshwater issues, the Emissions Trading Scheme, international environmental agreements, and development of new resource management tools (in particular, national policy statements and national environmental standards)];
  - (b) local authority performance in the Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA consistent with clause 0 below; and
  - (c) Provision for Tūhoe to provide insight into issues and concerns Tūhoe have with specific aspects of the RMA that impact its members.
  - (d) any other matters of mutual interest.
- 4.5 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 4.6 The first relationship meeting will take place within 3 months of a written request from Tūhoe.

**5. LOCAL GOVERNMENT PERFORMANCE**

- 5.1 The Minister for the Environment has the function of monitoring the effect and implementation of the RMA (refer section 24). 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).
- 5.2 The way these functions and powers are exercised varies from time to time. At the date of execution of this relationship agreement, the Ministry, on behalf of the Minister, surveys all New Zealand local authorities every two years about their processes under the RMA. The survey includes questions relating to Māori participation.
- 5.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 5.4 Before each relationship meeting held under clause 4, the Ministry will provide Tūhoe with:
- (a) the most recent published information from any such survey; and
  - (b) details of any current or completed state of the environment monitoring;

as it relates to the Area of Interest, and subject to any constraints on information sharing, including under the Official information Act 1982 ("OIA") and Privacy Act 1993.

5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

6. OFFICIAL INFORMATION

- 6.1 The Ministry is subject to the requirements of the OIA.
- 6.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this relationship agreement (e.g. relationship meeting minutes).
- 6.3 The Ministry will notify Tūhoe and seek its views before releasing any information relating to this relationship agreement. To avoid doubt, any comments Tūhoe wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

7. AMENDMENT

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

SIGNED as an agreement on \_\_\_\_\_

SIGNED by  
THE SECRETARY FOR THE ENVIRONMENT  
in the presence of:

\_\_\_\_\_  
Dr Paul Reynolds

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
 NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

Appendix One

Nā Kōrero Ranatira ā Tūhoe me Te Karauna




**Nā Kōrero Ranatira ā  
Tūhoe me Te Karauna**

*These are the solemn words and commitments - ngā kōrero rangatira - of Tūhoe and of the Crown concerning their future relationship and dealings with one another.*

*The names of the Tūhoe people is featured in their whakapapa, cultural and other spiritual values, self-reliance arrangements arrangements - indeed all those things which strengthen and identify them as a people - their mana motuhake.*

*The name of the Crown reflects its responsibility for just, peaceful and democratic government - as the essential guardian - in kaitiaki - of equity and all the human rights and values that the people of New Zealand hold dear.*

*Tūhoe goes voluntarily with the Crown to best govern and fulfil with care, love, respect and genuine attempts to improve it as well as the past that they needed and fulfil needs, the needs of Te Urewera.*

*Now, however Tūhoe and the Crown have committed themselves to achieving a just and honourable future for the meaningful wrongs suffered on Tūhoe over centuries and many generations.*

*It is timely therefore, that we, Tūhoe and the Crown, resolve to work, and work, together for our mutual benefit, dignity, advancement and progress. And it is fitting that in furtherance of such resolve the Crown and Tūhoe should acknowledge their respective mana.*

*Therefore, the Crown acknowledges the mana motuhake of Tūhoe and Tūhoe acknowledges the mana of the Crown, as a way step along the path of our future relationship and dealings, with one another.*

*Let these words guide our way to a generous deal - tāua pūnaha - which looks back on the past and allows it, which looks forward to the future and opens it.*

*Declared by us, for and on behalf of the State of Tūhoe and of the Crown, this 1st day of July, One Thousand and Eleven in Christchurch.*

**Ngā Kōrero Rangatira ā  
Tūhoe me Te Karauna**

*These are the solemn words and commitments - ngā kōrero rangatira - of Tūhoe and of the Crown concerning their future relationship and dealings with one another.*

*The names of the Tūhoe people is featured in their whakapapa, cultural and other spiritual values, self-reliance arrangements arrangements - indeed all those things which strengthen and identify them as a people - their mana motuhake.*

*The name of the Crown reflects its responsibility for just, peaceful and democratic government - as the essential guardian - in kaitiaki - of equity and all the human rights and values that the people of New Zealand hold dear.*

*Tūhoe goes voluntarily with the Crown to best govern and fulfil with care, love, respect and genuine attempts to improve it as well as the past that they needed and fulfil needs, the needs of Te Urewera.*

*Now, however Tūhoe and the Crown have committed themselves to achieving a just and honourable future for the meaningful wrongs suffered on Tūhoe over centuries and many generations.*

*It is timely therefore, that we, Tūhoe and the Crown, resolve to work, and work, together for our mutual benefit, dignity, advancement and progress. And it is fitting that in furtherance of such resolve the Crown and Tūhoe should acknowledge their respective mana.*

*Therefore, the Crown acknowledges the mana motuhake of Tūhoe and Tūhoe acknowledges the mana of the Crown, as a way step along the path of our future relationship and dealings, with one another.*

*Let these words guide our way to a generous deal - tāua pūnaha - which looks back on the past and allows it, which looks forward to the future and opens it.*

*Declared by us, for and on behalf of the State of Tūhoe and of the Crown, this 1st day of July, One Thousand and Eleven in Christchurch.*

Mo Tūhoe: 

Mo Te Karauna: 







---

**6. RELATIONSHIP AGREEMENT WITH BAY OF PLENTY REGIONAL  
COUNCIL**

---

# RELATIONSHIP PROTOCOL

BETWEEN TŪHOE TE URU TAUMATUA  
AND BAY OF PLENTY REGIONAL COUNCIL



*g A*

**April 2013**

## **1.0 Our Intent**

Tūhoe Te Uru Taumatua and the Bay of Plenty Regional Council choose to work together for mutual gain to benefit our shared communities.

## **2.0 Our Purpose**

Through mutual effort both parties seek to increase the opportunity for engagement and input over shared goals, projects and initiatives.

While both Tūhoe Te Uru Taumatua and the Bay of Plenty Regional Council have specific strategic and business interests it is where these interests intersect that this Protocol will operate. It will assist the Parties to make decisions, perform their respective functions and exercise their powers in a manner that achieves this purpose.

In essence it is about ensuring that the right people are talking to each other at the right time about the right things.

## **3.0 Our Focus**

Without limiting the authorities of each, the Parties place particular importance on our shared interests, in particular where these intersect with the Ngāi Tūhoe rohe as shown in the appended Map.

## **4.0 Activating our Relationship**

To foster the potential for robust and developing relationships between the parties an active rather than passive approach to relationship management is supported.

Tūhoe Te Uru Taumatua and the Bay of Plenty Regional Council agree that they will engage with each other:

- in good faith
- on a no-surprises basis (early advice on issues that may be contentious)
- in a spirit of integrity, fairness and co-operation
- on the basis of open and honest communications and
- in a manner that reflects and seeks to accommodate the perspectives and kaitiaki roles of both parties.

Both parties will actively work together to ensure that all communication is appointed to the appropriate point of contact. Each Party will nominate a lead Relationship Manager, who will have responsibilities for:

- Identifying and coordinating the processes, communication pathways and correct points of contact for each Party's specific functions and responsibilities
- Actively managing the "No surprises/early advice" policy
- Facilitating access into processes where mutual interests have been identified
- Facilitating the resolution of problems where these arise
- Exploring potential areas of interest and related upcoming activities
- Ensuring that as people, positions and structures change the relationships are transitioned
- Advocate the relationship both internally and externally.

It is intended that the Relationship Manager will be responsible to the partner organisation for facilitating the relationship. Due to the problem solving needs of the role, the Relationship Manager may need to be able to exert pressure within the organisation to overcome resistance to any issue. For this reason the Relationship Manager will ideally be a person with senior/executive and/or natural authority.

## 5.0 Valuing Information Exchange

Each party will endeavour to provide information and early advice to the other to ensure that an awareness is maintained of each others actions. The key purpose of this is to ensure that mutual interests can be identified and so that engagement can occur.

## 6.0 Areas of Mutual Interest and Joint Initiatives

Both parties acknowledge the positive gain from collaborative engagement whilst respecting the distinct needs of each party. The following table expresses our initial areas of mutual interest, it is not an exhaustive list as relationship success and growth will evolve the discussion agenda.

<b>Tūhoe and Bay of Plenty Regional Council</b>	
Regional Policy Statement development	Strategy development
Regional Plan development	Economic growth
Asset Management Plans	Planning coordination
Contracting opportunities	Engineering works

Tūhoe and Bay of Plenty Regional Council	
Spatial Planning	Land use and Land management
Information systems development	Natural resource forums (co-governance)
Operations– e.g. biosecurity, gravel management	

While the party's mutual interests span a wide range of activities there will also be specific interests that may generate initiatives. Subject to resourcing, joint projects may be initiated.

## 7.0 Limitations

Both parties respect and will observe the mandate that each works under. It is recognised that for both parties resources may limit the depth of engagement and participation that can be offered at any point in time. Any limitations will be identified and made clear where they arise.

## 8.0 Obligations

Parties to this Protocol enter into this Protocol in good faith and with good will. Nothing in this Protocol shall be deemed to bind a party or create a contractual relationship between parties.

## 9.0 Protocol Review

Every 12 months, or by agreement of the Chief Executives of the Protocol parties, this Protocol will be reviewed.

The review will be a mutual process of looking back to check that the relationship between the parties is being fostered by the Protocol and identifying how future improvements could be incorporated.

## 10.0 Complaints

Mistakes are a necessary part of any new relationship. Where and when they occur the Relationship Managers will explore the reason and will look to collectively identify practice improvements to prevent any reoccurrence. The elevation of issues to the Chief Executives of the parties is available where resolution is not possible.

*In the spirit of cooperation for mutual benefit and gain the parties do hereby record this Relationship Protocol.*

*Signed on behalf of*

*Tūhoe Te Uru Taumatua*

*Mike*

Chief Executive

*16 April 2013*

Date

*Signed on behalf of*

*Bay of Plenty Regional Council*

*M. MacLeod*

Chief Executive

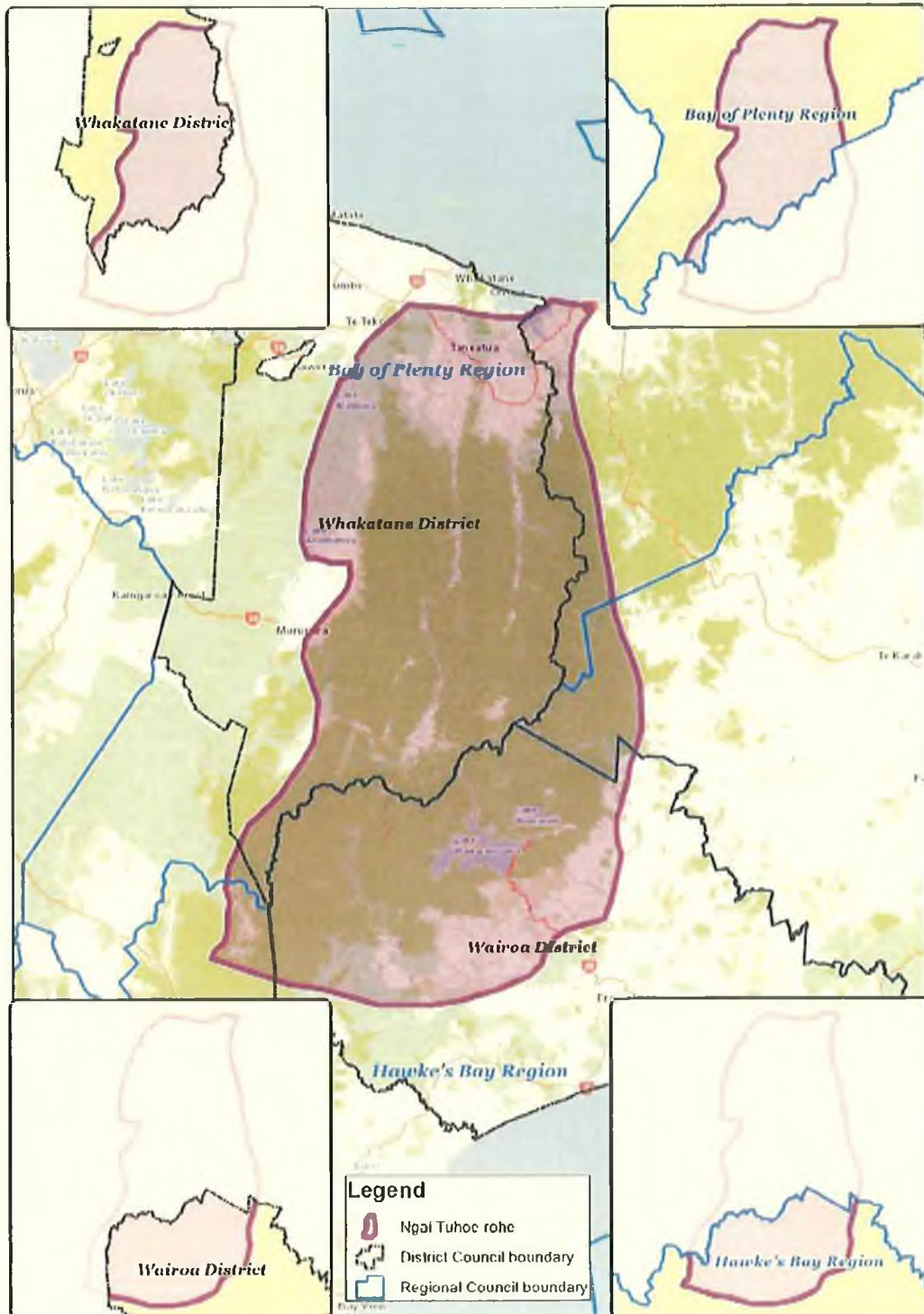
*16 April 2013*

Date



*g H*

Appendix 1: Ngāi Tūhoe rohe, area of joint interest



Source: Tūhoe Te Uru Taumatua

*GH*



Cover photos by Dr. Keith Blayney [www.keithblayney.com](http://www.keithblayney.com)

gA



---

**7. RELATIONSHIP AGREEMENT WITH THE  
DEPARTMENT OF CONSERVATION**

---

# *Relationship* Agreement & Engagement *Protocols*

Te Waimana  
17 November 2011



Department of Conservation  
*Te Papa Atawhai*

He Whakaaetana Honona  
Tikana Mahi Tahī

*I Waena I*

Te Papa Atawhai me  
Tūhoe

*Mō*

Te Urewera National Park

Relationship Agreement and  
Engagement Protocols

*Between*

The Department of Conservation and  
Tūhoe

*For*

Te Urewera National Park

*He Whakapuakātana*

*Ko Te Urewera te Toi ūkiuki, te kāina o te ahi kāwa o Tūhoe. He mana whakāuru whenua tēnei kī te Urewera - te kaupapa o te ahurea o Tūhoe, o tōna reo, o ana tikāna me tona ahuatana ake atu.*

*Hei whakāari i tēnei, i mahi natahi a Te Papa Atawhai me Tūhoe kīa hua mai ai tēnei Whakaaetana. He tautuhi hokī i tētahi tohu nui o te honona tētahi kī tētahi, me te whakātauira mai i na paina o te mahi tahī e noho kāhā ai, pūmau me te whai take tēnei honona.*

*Ko te korona tūhono i roto i tēnei Whakaaetana me ana Tikāna Mahi Tahī he whakapuakī i te paihere o nā rōpū, ā, ka noho hei kupu ārahi i tā raua mahi tahī i runa i te whakāaro nui me te pono kī te tiakī i te maiohatana; te mouna; te whakamāhina me te paina o Te Urewera.*

*Ina waitohu tia i enei kōrero, e whakamana, e whakāe ana na rōpū kī nā tohutohu me te whakamauna o tēnei Whakapuakāna.*

*Kaiwaitohu:*

*Foreword*

*To Tūhoe Te Urewera is their place of origin indeed their homeland. Tūhoe has age-old and continuing responsibilities for Te Urewera – it gives meaning and explanation to Tūhoe culture, language, customs and identity.*

*To give recognition to this the Department of Conservation and Tūhoe have worked together to produce this Agreement. It defines an important milestone in the relationship between the parties, and serves as an example of cooperative efforts to forge a strong, lasting and meaningful relationship.*

*The aspiration accord in this Agreement and its Engagement Protocols states the commitment of both parties, and will guide how they will work together with respect and honour to protect and advance the appreciation; quality; use and enjoyment of Te Urewera National Park.*

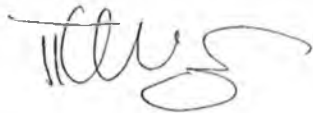
*In signing this document, the parties approve and agree the directions and intent of the Declaration.*

*Signatories:*

Signed at Tātaiāhape Marae Waimana on 17 November 2011

*Mō Tūhoe*

**Tomoh Kruger**  
Tūhoe Te Urū Taumatua



*For Department of Conservation*

**Alastair Morrison**  
Director General



**TŪHOE**  
TE URU TAUMATUA



Department of Conservation  
Te Papa Atawhai



## RELATIONSHIP DECLARATION

### Between the Department of Conservation and Tūhoe.

#### 1. The Purpose

This Relationship Declaration is a joint effort by Tūhoe and the Department of Conservation to optimise a working relationship in respect of:

- Appreciating each and the other's perspective and aspirations on the protection, preservation and use of Te Urewera National Park.
- Collaborating to achieve shared strategic goals for Te Urewera National Park.

#### 2. The Perspectives

This Declaration is not intended to be or act as a formal Joint Management arrangement but it informs and reminds us of the different perspectives that need to be recognised in achieving our shared strategic goals for Te Urewera National Park.

**To Tūhoe:** Te Urewera is their place of origin indeed their homeland. Te Urewera gives meaning and explanation to Tūhoe culture, language, customs and identity which continues to be valuable.

#### **To the Department of Conservation:**

Management of the park is a responsibility prescribed to it under s. 43 of the National Parks Act 1980, which sets out the functions of the Department, the New Zealand Conservation Authority, Conservation Boards and the Minister of Conservation in relation to national parks and how they are managed.

#### **To world visitors and the general public:**

Te Urewera is a spectacle of natural New Zealand, it couples as a fortress of nature and a Tūhoe cultural stronghold, and it is alive with history, outdoor challenges and recreational pleasure. Like the iconic mist the scenery is abundant with remote beauty, mystery and adventure to satisfy the most demanding enthusiast.

#### 3. Our Vision and Guiding Principles

The Department of Conservation and Tūhoe (the parties) together are committed to protecting the natural biodiversity, environment and cultural values of Te Urewera National Park.

The Parties agree to the significance of the following principles as a guiding hand to achieving our purpose.

**Foresight:** Recognise that successful governance and competent management of Te Urewera National Park is the responsibility that this generation has for future generations. The expectation is a healthy Te Urewera that provides for the cultural benefit, enjoyment, inspiration and education of all.

**Honour:** Promote awareness for the presence of Tūhoe and their relationship with Te Urewera.

**Quality:** Ensure the highest possible standards of protection and preservation are applied and that sound decisions are made to safeguard the ecological and cultural integrity of Te Urewera.

**Innovation:** Innovative, practical and pragmatic relationship structures and best practice models at all levels of management to realize the intentions of this agreement.

**Integrity:** Acknowledge and transcend conflicts by plain discussion that seeks mutual agreement and commitment to protect collaboration and shared strategic goals.

#### 4. Our Objectives

A measure of our progress and proof of our commitment will be evidenced by but not limited to the following:

**The decision making process:** Will be a mix of various viewpoints, scientific, traditional, pragmatic, ideological, indigenous and modern.

**Real career pathways:** At all levels within the Department for Tūhoe will be identified and every effort made to implement opportunities. Opportunities will be sought and implemented for professional development, relevant training and education.

**Opportunities will be sought:** For locally-owned commercial concession ventures that will provide sustainable positive economic benefits to the communities. Similarly opportunities for project contracts will enable Tūhoe to play a more active role in conservation generally.

**The Parties concur:** That this Relationship Declaration can be reviewed and amended by mutual arrangement and agreement.

Notwithstanding differences, resolution will prevail with cooperation and good will. Both Parties agree that the question of ownership and title of Te Urewera to Tūhoe is a vital matter of negotiation. This Declaration is without prejudice to and is set apart from those negotiations.

## WHAKAPUAKANA HONONA

### I Waena i Te Papa Atawhai me Tūhoe.

#### 1. Te Pūtake

He kaupapa pātui tēnei Honona Whakaaetana nā Tūhoe me Te Papa Atawhai kia eke ai te honona mahi ki nā taumata e tika ana e pā ana ki:

- Te whakamaioha i nā tirohana me nā wawata tētahi ki tētahi mō te tiaki, te manaaki me te whakamahitana o Te Urewera.
- Te mahi nātahi kia tutuki nā whāina rautaki o te tokorua nei mō Te Urewera.

#### 2. Nā Tirohana

Ehara tēnei Whakapuakana i te whakaritena Whakahaere Pātui enari he whakarato mōhiotana whakamahara i a tātau ki nā tirohana rerekē hei whakapūmau kia tutuki ai ā tātau whāina rautaki mō Te Urewera.

**Ki a Tūhoe:** Ko Te Urewera te Toi ukiuki, Te Kāina o te Ahikāroa o Tūhoe. He Mana Whakauruuru whenua tenei ki Te Urewera te kaupapa o te ahurea o Tūhoe, o tōna reo, o āna tikana me tōna āhuatana ake.

**Ki Te Papa Atawhai:** E herea ana nā mahi whakahaere i raro i te wāhanga 43 o te Ture Whenua Rāhui ā-Motu 1980, e rārangi ana i nā tūmahi a Te Papa Atawhai, te New Zealand Conservation Authority, Conservation Boards me te Minita Kaitiaki e pā ana ki nā whenua rāhui ā-motu me āna whakahaere.

**Ki nā manuhiri o te ao me te iwi tūmatanui:** He whakakitena a Te Urewera nō te ao tūturu o Aotearoa, he pā urutapu, he

kōhana nō te ahurea tūturu o Tūhoe, e rea ana i te pūkōrero, nā whakapātari ao tūroa me nā mahi pārekareka o te taiao. Pērā i te kohu, e mātotoru ana i ēnei whakakitekite i te ātaahua rirerire, i te kokona muna me nā mahi mātātoa e manawa reka ai te kiri māia.

### 3. Tā Tātau Kaupapa me nā Mātāpono Arahi

E pūmau tahi ana a Te Papa Atawhai me Tūhoe (nā rōpū) ki te tiaki i te kanorau koiora huhua, te taiao me nā uara ahurea o Te Urewera. E whakaae tahi ana nā rōpū ki te hirana o nā mātāpono e whai ake hei rina tohu e tutuki ai tā tātau kaupapa.

**Matakite:** E whakaae ana ko te whakahaere momoho me nā whakaritena tika mo Te Urewera te mahina ā nākau kai tēnei reana mō nā reana o muri. Ko te tūmanako kia ora a Te Urewera hei whakaratonā paina ahurea, pārekareka, hirina me te takoha mātaurana ki te katoa

**Āhua Ranatira:** He whakatairana mōhiotana mō te mana o Tūhoe me tōna kotahitana ki Te Urewera.

**Mouna:** He whakarite ka whakatinanahia nā paerewa tiaki putaiāo me nā manaaki whenua matua katoa, ā, kia noho mātau nā whakatau hei whakamaru i te toi me te ahurea o Te Urewera.

**Auahatana:** E kitea ana nā hanana auahatana, tōtika me te whai kiko whaipono me nā tauira mahi tino pai ki nā taumata katoa o nā whakaritena kia tutuki tau ai nā tumanako o tēnei whakaaetana.

**Nākau Tapatahi:** He āhukahuka me te whakatau taupatupatu mā te kōrero noa e

rapua ai te whakaaro tahi me te ū ki te tiaki i te mahi tahi me nā whāina rautaki.

### 4. Ā Tātau Whāina

E kitea ana te kaha o ā tātau mahi me te māia o tō tātau nākau nui, ki ēnei me ētahi atu whakataena korouna:

**Te whakatau kaupapa:** Kei roto ka kitea ko nā tirohana whānui, pūtaiao, tikana tuku iho, whai kiko, iho whakaaro, taketake, ā, o nakua nei.

**Nā ara whiwhi mahi:** Ka tautuhia i nā taumata katoa o Te Papa Atawhai me te whakapau kaha ki te whakatinana i nā whai wāhitana mō Tūhoe. Ka rapua me te whakatinana anō i nā whai wāhitana whakawhanake naitana, whakanunu tōtika me te mātaurana.

**Ka rapua nā whai wāhitana:** Mō nā umana o te rohe e puta ai nā paina ōhana ukauka ki nā hapori. Waihoki, ko te whakawhiwhi kirimana mahi ki a Tūhoe kia whai finana mai ki nā mahi whānui.

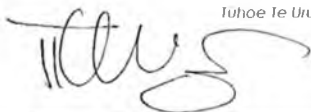
**E whakaae tahi nā Rōpū:** E āhei ana te arotake me te whakatika i tēnei Whakapuakana Honona mā te whakariterite tahi me te whakaae tahi.

Ahakoā nā rerekētana, ka tatū pai mā te mahi tahi me te whakaaro pai tētahi ki tētahi.

E whakaae tahi ana nā Rōpū nei he take nui te ranatiratana me te mana whenua o Te Urewera ki a Tūhoe i roto i nā whakariterite take raupatu ki te Karauna. Kāore he whakaaro kōaro o tēnei Whakapuakana, ā, e noho wehe kē ana i aua whakariterite.


*Mō Tūhoe*

Tāmall Kruger  
Tuhoe Te Uru Taumatua



*For Department of Conservation*

Alastair Morrison  
Director General




## ENGAGEMENT PROTOCOLS

These protocols provide the framework for how the Department of Conservation and Tūhoe (the Parties) will work together to give effect to the joint Relationship Declaration previously agreed between the Parties.

### 1. Our Agreed Strategic Goals

**Te Urewera** has healthy, restored and thriving ecosystems which provide cultural, recreational and commercial opportunities for Tūhoe, visitors and the Department of Conservation.

**The special connection** that Tūhoe has with Te Urewera is recognised and upheld by observing and implementing the intentions of the Relationship Declaration and Engagement Protocols.

### 2. The Engagement Protocols

The Engagement Protocols provide the framework for how the Department of Conservation and Tūhoe will work together to give effect to this Relationship Declaration.

**Vision & Guiding Principles:** The Engagement Protocols will give effect to the Vision and Guiding Principles of this Relationship Declaration.

**Structure:** The Parties' representatives will be at the right level of authority and properly mandated to engage effectively at strategic planning level.

**Engagement:** Engagement frequency will be scheduled and designed to maintain knowledge currency of management direction and issues, and sufficiently timely

to allow input.

**Review:** Review of the Engagement Protocols will be by agreement of the signatories to this Relationship Declaration.

### 3. Name

The representatives at their first meeting will consider and agree on an appropriate name.

### 4. Guiding principles

**Appreciating** each and the other's perspective and aspirations on the protection, preservation and use of Te Urewera National Park.

**Collaborating** to achieve shared strategic goals set for Te Urewera National Park.

**Acknowledge and transcend** conflicts by plain discussion that seeks mutual agreement.

**Due regard and expression** will be given to various viewpoints – scientific, traditional, pragmatic, ideological, indigenous and modern.

### 5. Key functions and philosophy

**The Relationship Declaration:** The first and ongoing function is to understand the intentions of the Relationship Declaration and guiding principles, and to look at each one in turn with a view to implementing them.

**Protection Standards:** Ensure the highest possible standards of protection and preservation are applied and that sound decisions are made to safeguard the ecological and cultural integrity of Te Urewera.

*Handwritten initials*

**Understanding:** Develop and implement via training for staff and displays and publications for visitors a special understanding that Te Urewera is important to Tūhoe culturally and spiritually, and to promote recognition that Te Urewera is a cultural landscape in addition to being an outstanding conservation area.

**Institutional Barriers:** Existing institutional barriers to employment, training and commercial opportunities will be identified and innovative methods and systems implemented to overcome or minimise.

**Strategic Planning:** Much of the strategic planning for Te Urewera National Park has already occurred without Tūhoe input. The Tūhoe representatives will be provided with all relevant planning documents with opportunity to initiate review and/or amendment where required. New strategic planning will allow for full representation.

**Business Planning:** Business Planning for Te Urewera National Park will be done collectively at one time with all representatives present so that the big picture is seen and understood.

**Succession Planning:** All vacancies for employment within Te Urewera National Park will be advised to the representatives in advance and in sufficient time together with a Position Description, to enable Tūhoe collectively to identify suitable candidates.

**Commercial:** Identify and support opportunities for sustainable locally-owned commercial concession and project contract opportunities that will provide positive social and economic benefits.

## 6. Structure

*The composition of each Party will be-*

### **For the Department of Conservation:**

- Managers of sufficient authority to fully implement the intentions of the Relationship Declaration and Protocols – e.g. Area Manager regularly, Conservation Support Manager, and Conservator as required.
- Other managers and staff with sufficient involvement, knowledge and skills to provide operational reports and technical support – e.g. Programme Managers, Field Centre Supervisors (regularly), Technical Support Staff (as required).

### **For Tūhoe:**

- Tūhoe Board representatives will authorise and or represent a Tūhoe Iwi view where required.
- Tribal representatives will provide authorised regional responses.
- Tūhoe managers and staff with sufficient involvement, knowledge and skills to provide operational reports and perspectives – e.g. The Tūhoe Natural Resources Unit.

## 7. Meetings

Meeting locations will be by agreement.

Frequency will be every 3 months in order to maintain currency of issues, variations by agreement.

## 8. Standard Agenda Items

- The Area Manager and each Programme Manager in turn will provide (and talk to) a written report that would be in three parts:
- Their main activities since the last meeting.
- Their main activities prior to the next meeting.
- Issues, planning activities and opportunities (commercial, employment, development) that need to be advised, for the Parties to deal with collectively.



- Each report is followed by time for questions and discussion.
- Each report would become part of the minutes. The minutes will be provided to Te Urewera National Park staff (excluding sensitive items) to promote understanding of the depth and intentions of the relationship and as an example of how Tūhoe and the Department work together.
- Identification of projects/programmes for hapū members and/or the representatives to be actively involved with, as part of a programme of development and up skilling.
- The Tūhoe representatives in turn will table relevant discussion and issues. This process will inform the Department and provide discussion and opportunities for resolutions.
- The Tūhoe representatives are tasked with communicating the business and discussions back to the Tribal committees. This process is vital in order for Tūhoe katoa to be informed, and to be aware that there exists a process of meaningful involvement and engagement by Tūhoe in the management of Te Urewera National Park.

## 9. Review

These Engagement Protocols are reviewable by consensus of the Parties.

## NĀ TIKANA MAHI TAHI

Mā ēnei tikana e whakakaupapa i te āhua o te mahi tahi a Te Papa Atawhai me Tūhoe (nā Rōpū) ki te whakatutuki i te Whakapuakana Honona i whakaaehia e nā Rōpū.

### 1. A Tātau Whāina Rautaki

**E hauora, e haumanu,** e toiora ana nā rauwirina taiao o Te Urewera ka puta ai ko na whai wāhitana ahurea, whakanahau me te arumoni mō Tūhoe, nā manuhiri me Te Papa Atawhai.

**E whakahiratia ana,** e whakamanatia ana hoki te whakapapa tuku iho o Tūhoe ki Te Urewera mā te aronui me te whakatinana i te putake o te Whakapuakana Honona me Nā Tikana Mahi Tahi.

### 2. Nā Tikana Mahi Tahi

Ko tā Nā Tikana Mahi Tahi he whakatauiria mai i te āhua o te mahi tahi a Te Papa Atawhai me Tūhoe kia ū ai ki tēnei Whakapuakana Honona.

**Te Kaupapa me nā Mātāpono Arahi:** Ka ū nā Tikana Mahi Tahi ki te Kaupapa me nā Mātāpono Arahi o tēnei Whakapuakana.

**Hana:** Ko nā mānāi o nā Rōpū me whai mana tōtika tonu kia tika ai te whakatau mahere rautaki.

**Te Mahi Tahi:** Ka whakaritea nā tūtakitana kia pai ai te tauwhiro i nā mōhiotana , te arona o nā whakahaere me nā take, me te tuku wā e rite ai te utu whakaaro mai.

**Te Arotake:** Mā nā kaiwaitohu rawa i te Whakapuakana Honona nei anō e whakaae te arotakena o Nā Tikana Mahi Tahi.

*crd*

### 3. Inoa

Mā nā mānāi i te hui tuatahi e whakaaroaro e whakaae tētahi inoa tōtika mō ratau.

### 4. Nā Mātāpono Arahi

**Te whakamaioha** i nā tirohana me nā wawata o tētahi ki tētahi e pa ana ki te tiaki, manaaki whakakaupapa mahi i Te Urewera.

**Te mahi nātahi** kia tutuki ai nā whāina rautaki o te mō Te Urewera.

#### Te āhukahuka me te whakatau

taupatupatu mā te kōrero noa e rapua ai te whakaaro tahi.

#### Ka whaiwhakaarohia, ka whakaputahia

hoki nā tirohana whānui - pūtaiao, tikana tuku iho, whai kiko, iho whakaaro, tūturu me te hou.

### 5. Nā tūmahi me te whakaaro taketake

**Te Whakapuakana Honona:** Ko te mahi tuatahi he mahi tūroa ara, ā, haere tonu ko te whai mārama ki nā Pepeha o te Whakapuakana Honona me nā mātāpono ārahi, ā, kia taea ai te whakatinana i te katoa.

**Nā Paerewa Tiaki:** He whakarite ka taea te tuku i te taumata manaaki putaiao matua katoa, ā, kia mātau tonu nā whakatau hei whakamaru i te toi tikitū me te hau ahurea o Te Urewera.

**Te Māramatana:** Te whakawhanake me te whakatō māramatana hōhonu ki waho mō te hirana o Te Urewera ki a Tūhoe mā te whakanunu i nā kaimahi, te waihana pānui mā nā manuhiri, te whakatairana

whakataukii he whenua ahurea tonu a Te Urewera i tua atu anō i tētahi wāhi rāhui.

**Nā Ripa Tauārai:** Ka moohiotia na aukatina i nā whai wāhitana whakawhiwhi mahi, te whakanunu me te arumoni. Ka whakaaratia nā tauira me nā pūnaha auaha hei kaupare atu, hei whakaiti i aua ripa tauārai.

**Te Waihana Mahere Rautaki:** Ko te nuina o nā mahi waihana mahere rautaki mō Te Urewera kua oti kē, ā, kīhai a Tūhoe i whai wāhi atu. Ka whakawhiwhia nā mānāi o Tūhoe ki nā pepa mahere e tika ana me te whai wāhi anō ki te arotake, te whakatika mena e hiahia ana. Mā nā mahi mahere rautaki hou e whakakanohi nā whakaaro o te katoa.

**Te Mahere Pakihi:** Ka mahi ohu te katoa ki te whakatutuki i te Mahere Pakihi mō Te Urewera i tētahi wā kia kitea, kia mārama anō ai ki te kaupapa Whānui ki te tirohana ki te paerani tawhiti

**Nā Mahere Whakawhiti:** Ka tōmua te whakamōhio i nā mānāi ki nā tūrana wātea katoa me nā Whakaaturana Mahi i roto i Te Urewera, kia taea e Tūhoe te kōhi i nā kaitono e tika ana.

**Te Arumoni:** Me tautuhi me tautoko te rapu whai wāhitana mō nā umana pakihi o te rohe tonu kia whai hua ai, kia whai wāhi, whai kirimana ai ratau e puta ai nā paina pāpori me te ōhana.

### 6. Te Hana

*Nā tānata ki ia rōpū -*

#### Mō Te Papa Atawhai

Ko nā kaiwhakahaere whai mana kia tatu

9 #

tika ai na hiahia kai tenei Whakaaetana Honona Tikana - hei taurira, ka tae kitea atu te Pou Whakahaere ā-Rohe, te Kaiwhakahaere Tautoko me te Kaitiaki ina hiahiatia.

Ko ētahi atu kaiwhakahaere me nā kaimahi e whai wāhi ana, whai mōhio pūkena hei whakakaupapa i na pūrono whakahaere, hei tuku tautoko naio - nā Kaiwhakahaere Kaupapa, Kaiwhakahaere Mahi (ia wā), Kaimahi Tautoko Naio (ina hiahiatia).

#### Mō Tūhoe:

- Ko tā nā mānai Poari o Tūhoe he whakamana i tētahi tanata, a, he whaikanohi atu rānei ina hiahiatia kia puta ai te whakaaro o Tūhoe.
- Ko tā nā mānai o nā Taraipara he whakautu kōrero whai mana mai i nā rohe.
- Ko tā nā kaiwhakahaere me nā kaimahi ā Tūhoe e whai wāhi ana, whai mōhio me nā pūkena ana he whakakaupapa pūrono whakahaere me nā tirohana – penei i te roopu Ōnukurani.

#### 7. Nā Hui

Mā te āhei tahi e whakarite nā wāhi hui.

Ka Hui ia 3 marama kia noho whaitewā ai nā take, e whakaae tahitia ai nā rerekētana.

#### 8. Nā rohe kaupapa

Ka tuku te Pou Whakahaere ā-Rohe me ia Kaiwhakahaere Kaupapa i tētahi pūrono tuhi (kōrero) e toru wāhana:

- Nā mahi matua mai i te hui o mua atu.
- Nā mahi matua i mua o te hui whai ake.
- Nā take, nā mahi mahere me nā whai wāhitana ara (arumoni, whiwhi mahi, whanaketana) hei whakamōhio, kia whaihana nātahi mā nā Rōpū.

I muri i ia pūrono he wā pātai me te kōrerorero.

Ka uru ia pūrono ki nā kōrero o te hui. Ka tukuna nā kōrero o te hui ki nā kaimahi o Te Urewera (hāuna nā kōrero matatapu) hei whakatairana māramatana ki te hōhonutana me nā mauna o te honona, ā, hei whakatauiria mai i te āhua o te mahi tahi o Tūhoe me Te Papa Atawhai.

Ko te tautuhi mahi/kaupapa mā nā hapū, kia whai wāhi atu hoki nā mānai, ki nā kaupapa whakawhanake whakatipu pukena.

Kei nā mānai o Tūhoe te mahi nui ki te whakamōhio atu i nā kaupapa me nā kōrero ki nā komiti Taraipara. He mea nui tēnei whakahaere kia āta mōhio a Tūhoe whānui, me te noho mārama anō kei te whāia tētahi āhuatana whai take e whai wāhi ai a Tūhoe ki nā whakahaere o Te Urewera.

#### 9. Te Arotake

E tuwhera ana ēnei Tikana Mahi Tahi kia arotakehia i runa i te whakaae tahi a nā Rōpū.

Mō Tūhoe

Tāmaki Kruger  
Tūhoe Te Uru Taumatua



For Department of Conservation

Alastair Morrison  
Director General




---

**8. ENCUMBRANCES**

---

---

**8.1 DEED OF COVENANT - KAINGAROA FOREST**

---

8.1: DEED OF COVENANT - KAINGAROA FOREST

**DEED OF COVENANT - KAINGAROA FOREST**

Date:

**PARTIES**

[The Trustees of Te Uru Taumatua] (the *Trustees*)

CNI Iwi Holdings Limited (the *Company*)

Her Majesty the Queen in right of New Zealand acting by and through the Minister for State-Owned Enterprises and the Minister of Finance pursuant to section 8 of the Crown Forest Assets Act 1989 (the *Crown*)

Te Runanga O Ngati Awa (Ngati Awa)

KT1 CO being a company incorporated in the Cayman Islands, KT2 CO being a company incorporated in the Cayman Islands and NZSF Timber Investments (No 4) Limited (the *Road Controller*)

KT1 CO being a company incorporated in the Cayman Islands, KT2 CO being a company incorporated in the Cayman Islands and NZSF Timber Investments (No 4) Limited (the *Licensees*)

**BACKGROUND**

- A. By the Road Network Deed, the Crown (as then owner of all of the Kaingaroa Forest Land, and entering into the Road Network Deed as both the Grantor and the Grantee as therein defined), the Road Controller and the Licensees agreed:
- (a) upon reciprocal access arrangements to allow each owner of the Kaingaroa Forest Land access to and egress over the road network across the Kaingaroa Forest Land for the road network purpose (all as therein defined); and
  - (b) to vest control, management and administration of the road network in the Road Controller (as therein defined, and currently being the Road Controller as defined in this deed).
- B. By the Road Network Easement, entered into concurrently and read together with the Road Network Deed, the Crown (as Grantor, as therein defined) granted rights of way for the road network purpose over the road network on the Grantor's Land (as therein defined, being the servient land in respect of each right of way described in the Road Network Easement and being parts of the Kaingaroa Forest Land), to be appurtenant to all of the Kaingaroa Forest Land, on the terms set out in the Road Network Easement.
- C. By the Bonisch Road Deed, among other things:
- (a) Ngati Awa (as owner of the Ngati Awa Land) granted to each owner of the Kaingaroa Forest Land the Bonisch Road Access Rights (as therein defined), to be appurtenant to the Kaingaroa Forest Land, on and subject to and only exercisable on the terms set in:
    - (i) the Bonisch Road Access Easement Instrument; and

8.1: DEED OF COVENANT - KAINGAROA FOREST

- (ii) the Road Network Deed (from the date of, and to the extent applicable under, the Bonisch Road Deed);
- (b) the Crown (as owner of the Kaingaroa Forest Land) granted to each owner of the Ngati Awa Land the Kaingaroa Forest Access Rights (as therein defined), to be appurtenant to the Ngati Awa Land, on and subject to and only exercisable on the terms set in:
  - (i) the Kaingaroa Forest Access Easement Instrument; and
  - (ii) the Road Network Deed (from the date of, and to the extent applicable under, the Bonisch Road Deed);
- (c) the Crown, Ngati Awa, the Road Controller and the Licensees agreed:
  - (i) that the terms and conditions set out in the Road Network Deed would extend to apply to the Bonisch Road Access Rights and the Kaingaroa Forest Access Rights; and
  - (ii) to vest control, management and administration of the road network in the Road Controller (as therein defined, and currently being the Road Controller as defined in this deed).
- D. The fee simple estate in various parts of the Kaingaroa Forest Land including the Transferred Land was transferred to the Company with effect from 1 July 2009.
- E. The fee simple estate in those parts of the Kaingaroa Forest Land comprising the Transferred Land is to be transferred to and vested in the Trustees with effect from the Settlement Date.
- F. Clause 5.2 of the Road Network Easement provides that if the freehold interest in any part of the Kaingaroa Forest Land is transferred, the transferee must enter into a deed of covenant under which the transferee agrees to be bound by the Road Network Deed (or any amended or replacement deed) while it remains in force.
- G. Clause 5.2 of the Bonisch Road Access Easement Instrument and clause 5.2 the Kaingaroa Forest Access Easement Instrument each provide that if the freehold interest in any part of the Kaingaroa Forest Land is transferred, the transferee must enter into a deed of covenant under which the transferee agrees to be bound by the Bonisch Road Deed (or any amended or replacement deed) while it remains in force.
- H. The Trustees hereby provide a deed of covenant pursuant to clause 5.2 of each of the Road Network Easement, the Bonisch Road Access Easement Instrument and the Kaingaroa Forest Access Easement Instrument.

**OPERATIVE PART**

**1. Covenant in respect of the Road Network Deed**

**1.1 The Trustees covenant with the Road Network Deed Parties that the Trustees:**

1.1.1 with effect from the Settlement Date; and

8.1: DEED OF COVENANT - KAINGAROA FOREST

1.1.2 as transferee of the fee simple estate in the Transferred Land, and in assuming the interest of the Grantor and/or Grantee (as each are defined in the Road Network Deed and the Road Network Easement) in respect of such land,

will, each to the extent applicable to the Transferred Land:

1.1.3 be bound by the Road Network Deed; and

1.1.4 observe and perform those covenants, terms and conditions expressed or implied under the Road Network Deed and the Road Network Easement which are to be observed and performed by the Grantor and/or the Grantee (as applicable).

1.2 The Trustees' covenants in clause 1.1 of this deed are given to the intent that:

1.2.1 the terms under the Road Network Deed shall continue in full force and effect in order to preserve the contractual integrity of arrangements agreed upon between the Road Network Deed Parties; and

1.2.2 the respective rights, powers, benefits and obligations of the Grantor and the Grantee (as applicable) under and as defined in the Road Network Deed shall be enforceable by and against the Trustees, as transferee of the fee simple estate in the Transferred Land, and the Road Network Deed Parties accordingly as if the Trustees were originally included and named as a party to the Road Network Deed.

**2. Covenant in respect of the Bonisch Road Deed**

2.1 The Trustees covenant with the Bonisch Road Deed Parties that the Trustees:

2.1.1 with effect from the Settlement Date; and

2.1.2 as transferee of the fee simple estate in the Transferred Land, and in assuming the interest of the Owner (as defined in the Bonisch Road Deed) of those parts of the Kaingaroa Forest Land comprising the Transferred Land,

will, each to the extent applicable to the Transferred Land, be bound by the Bonisch Road Deed and observe and perform those covenants, terms and conditions expressed or implied:

2.1.3 under the Bonisch Road Deed which are to be observed and performed by the Crown and the Owner(s) of the Kaingaroa Forest Land, other than the obligation to pay the Consideration under clause 4 of the Bonisch Road Deed; and

2.1.4 under the Bonisch Road Access Easement Instrument which are to be observed and performed by the Grantee; and

2.1.5 under the Kaingaroa Forest Access Easement Instrument which are to be observed and performed by the Grantor.

2.2 The Trustees' covenants in clause 2.1 of this deed are given to the intent that:

2.2.1 the terms under the Bonisch Road Deed shall continue in full force and effect in order to preserve the contractual integrity of arrangements agreed upon between the Bonisch Road Deed Parties; and



8.1: DEED OF COVENANT - KAINGAROA FOREST

2.2.2 the respective rights, powers, benefits and obligations of the Crown and the Owners of the Kaingaroa Forest Land under and as defined in the Bonisch Road Deed shall be enforceable by and against the Trustees, as transferee of the fee simple estate in the Transferred Land, and the Bonisch Road Deed Parties accordingly as if the Trustees were originally included and named as a party to the Bonisch Road Deed.

**3. Covenants enforceable under Contracts (Privity) Act**

The Trustees acknowledge and declare that their covenants and agreements under this deed constitute promises for the benefit of the Road Network Deed Parties and the Bonisch Road Deed Parties, and are intended to be enforceable by those parties or any of them pursuant to section 4 of the Contracts (Privity) Act 1982 or any amendment or substituted legislation.

**4. Definitions**

4.1 In this deed, unless the context otherwise requires:

**Bonisch Road Deed** means the Deed in relation to Reciprocal Access over Bonisch Road and Kaingaroa Forest Road Network dated 26 June 2009, and includes any amended, varied or replacement documentation to that deed;

**Bonisch Road Access Easement Instrument** means registered Easement Instrument 9224886.16 (being the Bonisch Road Access Easement Instrument as defined in the Bonisch Road Deed), and includes any amended, varied or replacement documentation to that easement instrument;

**Bonisch Road Deed Parties** means the parties to the Bonisch Road Deed (including the Crown, Ngati Awa, the Road Controller and the Licensees), and includes each other person (including the Company and, from the Settlement Date, the Trustees) who, at any time after the date of the Bonisch Road Deed, acquires the rights and assumes the obligations of any original party under the Bonisch Road Deed;

**Deed of Settlement** means the Deed of Settlement dated 12 December 2009 for the settlement of the historical claims of Ngati Manawa;

**Kaingaroa Forest Access Easement Instrument** means registered Easement Instrument 9224886.17 (being the Kaingaroa Forest Access Easement Instrument as defined in the Bonisch Road Deed), and includes any amended, varied or replacement documentation to that easement instrument;

**Kaingaroa Forest Land** means the Kaingaroa Forest Land as defined in the Road Network Deed and the Bonisch Road Deed, being:

- (a) all of the land legally comprised and described in computer freehold registers 507533, 507534, 507539, 507542, 507547, 507548, 507549, 507550, 507551, 507553, 507554, 507555 and 512595; and
- (b) 1.0355 hectares, more or less, being Lot 2 on DP 408130, part of the land legally comprised and described in computer freehold register 603820 (part of the Caves Block as referred to in the schedule of land describing the Kaingaroa Forest Land in both the Road Network Deed and the Bonisch Road Deed, being formerly comprised and described in computer freehold register SA39C/765);

8.1: DEED OF COVENANT - KAINGAROA FOREST

**Ngati Awa Land** means the Ngati Awa Land as defined in the Bonisch Road Deed;

**Road Network Deed Parties** means the parties to the Road Network Deed (including the Crown, the Road Controller and the Licensees), and includes each other person (including the Company and, from the Settlement Date, the Trustees) who, at any time after the date of the Road Network Deed, acquires the rights and assumes the obligations of any original party under the Road Network Deed;

**Road Network Deed** means the Kaingaroa Forest Road Network Deed dated 3 June 2009, and includes any amended, varied or replacement documentation to that deed;

**Road Network Easement** means registered Easement Instrument 8212199.1 (as partially surrendered by registered instrument 9224886.3), and includes any amended, varied or replacement documentation to that easement instrument;

**Settlement Date** means [            ];

**Transferred Land** means the fee simple estate in those parts of the Kaingaroa Forest Land legally described as:

Name of site		Legal description <i>(to the extent forming part of the Kaingaroa Forest Land)</i>  <i>NOTE: Final descriptions to be inserted once sites have been surveyed and prior to the execution of this document.</i>
(a)	Ngā Tī Whakaaweawe	147.0 hectares, approximately, being Part Lot 1 DPS 45063 (part of the land in computer freehold register [507548]) subject to survey. As shown on OTS-036-10.
(d)	Kōhanga Tāheke	141.0 hectares, approximately, being Part Section 4 SO 433291 (part of the land in computer freehold register 507547) subject to survey. As shown on OTS-036-12.

- 4.2 References to a party to this deed or any other document include that party's successors, personal representatives and permitted assigns (including a person who acquires that party's rights and/or assumes that party's obligations) under this deed or any other document (as applicable); and
- 4.3 References to a person include a corporation sole and also a body of persons, whether corporate or unincorporated.

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

8.1: DEED OF COVENANT - KAINGAROA FOREST

**EXECUTION**

**SIGNED** for and on behalf of )  
[**The Trustees of Te Uru Taumatua**] by )  
[ **name of Trustee** ] )  
in the presence of: )

\_\_\_\_\_  
Signature of Trustee

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of )  
[**The Trustees of Te Uru Taumatua**] by )  
[ **name of Trustee** ] )  
in the presence of: )

\_\_\_\_\_  
Signature of Trustee

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

---

8.1: DEED OF COVENANT - KAINGAROA FOREST

**SIGNED** for and on behalf of )  
[The Trustees of Te Uru Taumatua] by )  
[ name of Trustee ] )  
in the presence of: )

\_\_\_\_\_  
Signature of Trustee

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

---

**8.2 FORMER KAINAHA HISTORIC RESERVE EASEMENT**

---

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

8.2: FORMER KAINAHA HISTORIC RESERVE EASEMENT

Form 3

**Easement instrument to grant easement or *profit à prendre*,  
or create land covenant**

*Sections 90A and 90F, Land Transfer Act 1952*

Land registration district

South Auckland

Grantor

*Surname must be underlined*

[TE UREWERA] by and through the TE UREWERA BOARD

Grantee

*Surname must be underlined*

[Her Majesty the Queen in Right of New Zealand acting by and through the Minister for Arts, Culture and Heritage]

**Grant\* of easement or *profit à prendre* or creation or covenant**

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit à prendre* set out in Schedule A, or **creates 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

Attestation

See annexure schedule	Signed in my presence by the Grantor
_____	_____
Signature [common seal] of Grantor	<i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

See annexure schedule	Signed in my presence by the Grantee
_____	_____
Signature [common seal] of Grantee	<i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> <i>Witness name</i> <i>Occupation</i> <i>Address</i>

Certified correct for the purposes of the Land Transfer Act 1952.

\_\_\_\_\_  
[Solicitor for] the Grantee

**Annexure  
Schedule 1**

Easement instrument

Dated

Page 1 of [7] pages

**Schedule A**

*Continue in additional Annexure Schedule if required*

Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient land (Identifier/CT)	Dominant land (Identifier/CT or in gross)
Right to locate, access and maintain headstones		Section [ ] SO [ ] (formerly Section 5 Block IX Ruatahuna Survey District)	In gross

**Easements rights and powers (including terms, covenants, and conditions)**

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002.

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

J H

**Annexure  
Schedule 2**

**BACKGROUND**

- A. The Grantor is pursuant to Te Urewera Act [ ] the registered proprietor of that land contained in computer freehold register [ ].
- B. The parties acknowledge that there are headstones and graves located on the Servient Land which are owned and maintained by the Grantee.
- C. The Grantee wishes to enter upon and cross the Servient Land for the purpose of accessing and maintaining the graves and headstones located on the Servient Land and up keeping the land in the immediate vicinity.
- D. The Grantor has agreed to allow the Grantee to access the Servient Land for these purposes on the terms and conditions set out in this Easement.

**EASEMENT TERMS AND CONDITIONS**

**5. DEFINITIONS AND CONSTRUCTION**

**5.1 Definitions**

In this Easement, unless the context otherwise requires:

**"Grantee"** also includes the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

**"Grantor"** also includes the other registered proprietors from time to time of the Servient Land;

**"Servient Land"** means the land described in Background A and Schedule 1, and includes any part thereof;

**5.2 Construction**

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

- (a) the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement;
- (b) references to clauses and the Schedule are to the clauses and the Schedule of this Easement;
- (c) 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
- (d) the singular includes the plural and vice versa, and words importing any gender include the other genders.



8.2: FORMER KAINAHA HISTORIC RESERVE EASEMENT

**6. GRANT OF ACCESS RIGHTS / RIGHT TO LOCATE AND ACCESS GRAVES AND HEADSTONES**

6.1 Together with the rights and powers set out in Schedule Four of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement, and subject always to clause 3.5, the Grantor grants to the Grantee as an easement in gross in perpetuity the following rights:

- (a) the right to locate the graves and headstones on the Servient Land;
- (b) the right to enter those parts of the Servient Land as are reasonable on foot or with or without vehicles, plant and equipment at any time, for the purposes of allowing the Grantee to exercise the rights granted under this Easement, including inspecting, maintaining, removing, repairing, upgrading, and replacing the graves and headstones and associated fencing, and maintaining that part of the Servient Land immediately surrounding the graves and headstones; and
- (c) the right to carry out earthworks or cut down, pull out, dig up, use, remove or otherwise dispose of or trim any vegetation on the Servient Land which in the Grantee's reasonable opinion may impede or obstruct the headstones or graves or cause any damage or danger to persons or property.

6.2 In consideration of the Grantor agreeing to enter into this Easement the Grantee shall duly observe the obligations imposed on it under this Easement.

**7. OBLIGATIONS OF THE GRANTEE**

7.1 The rights and powers conferred under clause 2 of this Easement are granted subject to the following conditions and obligations:

7.2 The Grantee shall when passing or re-passing over the Servient Land:

- (a) cause as little damage or disturbance as possible to the Servient Land and will complete all works on the Servient Land promptly and in a proper workmanlike manner and shall at its cost restore the surface of the Servient Land as nearly as reasonably possible to the condition it was in, prior to the Grantee's exercise of its rights under this Easement;
- (b) ensure that it does not obstruct or hamper the Grantor in its normal or reasonable use of the Servient Land;
- (c) wherever possible, remain on the roads and tracks constructed on the Servient Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- (d) leave any gates on the Servient Land as they were found, and will, at the Grantor's request, issue keys and padlocks (to be inserted into the chains in a manner that allows the gates to be unlocked and relocked) for use by the Grantee; and

8.2: FORMER KAINAHA HISTORIC RESERVE EASEMENT

- (e) take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) on the Servient Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.2(e)):
  - (i) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (ii) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

7.3 The Grantee will ensure, at all times in the exercise of the rights set out in this Easement, that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Servient Land.

7.4 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Servient Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

7.5 The Grantee shall comply at all times with all statutes and regulations, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement, including without limitation [Te Urewera Act [ ]].

**8. GRANTOR NOT TO INTERFERE WITH GRANTEE'S RIGHTS**

8.1 The Grantor shall not at any time, do or permit or suffer to be done any act whereby the rights granted under this Easement may be interfered with.

8.2 The Grantor further acknowledges and agrees that ownership of the graves and headstones located on the Servient Land shall at no time vest in the Grantor.

**9. COSTS**

The Grantee shall be liable to the Grantor for actual and reasonable costs and expenses, including reasonable legal costs, incurred by the Grantor arising from the enforcement of any provision in this Easement.

**10. DELEGATION**

All rights, benefits, and obligations of a party to this Easement arising under this Easement may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement.

**11. NOTICES**

11.1 Any notice to be given by one party under this Easement to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the

8.2: FORMER KAINAHA HISTORIC RESERVE EASEMENT

appropriate address set out below or to such address notified by the addressee in writing to the other party:

(a) the Grantor's address:

[insert]

(b) the Grantee's address:

[insert]

11.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

## 12. SEVERABILITY

If any part of this Easement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement which shall remain in full force.

## 13. DISPUTES RESOLUTION

13.1 Should any dispute arise between the parties touching any matter relating to this Easement then:

- (a) any dispute will be defined by written notice by the party raising it to the other and will immediately be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);
- (b) if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;
- (c) the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration; and
- (d) the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

## 14. ASSIGNMENT

14.1 The Grantee may grant and/or assign the rights and obligations under this Easement subject to the assignee entering into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement. From the date of assignment, the Grantee shall cease to have any liability whatsoever in respect of this Easement and the Grantor agrees to release the Grantee from all obligations under this Easement from that date. This release will not prejudice or affect the rights of the Grantor against the Grantee

**TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE**

---

**8.2: FORMER KAINAHA HISTORIC RESERVE EASEMENT**

regarding any breach of the Grantee's obligations in this Easement occurring before the date of release.

**SIGNED** for and on behalf of )  
**[TE UREWERA]** )  
by **[TE UREWERA BOARD]** )  
as Grantor in the presence of: ) \_\_\_\_\_

\_\_\_\_\_  
Signatures of Witness

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** )  
by **[MINISTER FOR ARTS, CULTURE AND** )  
**HERITAGE]** )  
as Grantee in the presence of: ) \_\_\_\_\_

\_\_\_\_\_  
Signatures of Witness

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

---

**9. LEASES FOR LEASEBACK PROPERTIES**

---

---

**9.1 LEASE WITH THE MINISTRY OF EDUCATION**

---

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

9.1: LEASE WITH THE MINISTRY OF EDUCATION

MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE

Form F

Lease Instrument

BARCODE

(Section 115 Land Transfer Act 1952)

Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

[ ]	[ ]	[ ]
-----	-----	-----

Lessor

[ ]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or interest to be encumbered

*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

**TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE**

**9.1: LEASE WITH THE MINISTRY OF EDUCATION**

Form F *continued*

**Attestation**

<b>Signature of the Lessor</b>	<b>Signed in my presence by the Lessor</b>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[            ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

*J A*





TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

9.1: LEASE WITH THE MINISTRY OF EDUCATION

Annexure Schedule  
Insert instrument type

Page 1 of 17 Pages

Lease Instrument

**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between [*insert name of claimant group*] and the Crown, under which the parties agreed to transfer the Land to [*insert name of post-settlement governance entity*] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**SCHEDULE A**

**ITEM 1 THE LAND**

[*insert full legal description - note that improvements are excluded*].

**ITEM 2 START DATE**

[*insert start date*].

**ITEM 3 ANNUAL RENT**

\$(*insert agreed rent*) plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

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

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

9.1: LEASE WITH THE MINISTRY OF EDUCATION

**Annexure Schedule**  
*Insert instrument type*

Page 2 of 17 Pages

Lease Instrument

5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

5.4 Maintenance of car parking areas.

5.5 All costs associated with the maintenance or replacement of any fencing on the Land

**ITEM 6 PERMITTED USE**

The permitted use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each with the first renewal date being the 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

**ITEM 9 LESSEE'S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: ***[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].***

[ ]

The above information is taken from the Lessee's records as at [ ] . A site inspection was not undertaken to compile this information.

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





9.1: LEASE WITH THE MINISTRY OF EDUCATION

Annexure Schedule  
Insert instrument type

Page 5 of 17 Pages

Lease Instrument

**SCHEDULE B**

**1 Definitions**

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and

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

9.1: LEASE WITH THE MINISTRY OF EDUCATION

**Annexure Schedule**  
*Insert instrument type*

Page 6 of 17 Pages

Lease Instrument

- (d) a company or body that is wholly owned or controlled by one or more of the following:
- (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise; and
- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

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

9.1: LEASE WITH THE MINISTRY OF EDUCATION

Annexure Schedule  
Insert instrument type

Page 7 of 17 Pages

Lease Instrument

3 Rent Review

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on 3.5% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
  - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
  - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.

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



**TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE**

**9.1: LEASE WITH THE MINISTRY OF EDUCATION**

**Annexure Schedule**  
*Insert instrument type*

Page 8 of 17 Pages

Lease Instrument

- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
  - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

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

9.1: LEASE WITH THE MINISTRY OF EDUCATION

**Annexure Schedule**  
*Insert instrument type*

Page 9 of 17 Pages

Lease Instrument

**4 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**5 Valuation Roll**

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**9 Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

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

9.1: LEASE WITH THE MINISTRY OF EDUCATION

**Annexure Schedule**  
*Insert instrument type*

Page 10 of 17 Pages

Lease Instrument

**10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

**11 Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

**12 Hazards**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**13 Damage or Destruction**

**13.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

**13.2 Partial Destruction**

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

(b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:

- (i) the repair and reinstatement of the Land have been completed; and
- (ii) the Lessee can lawfully occupy the Land.

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

9.1: LEASE WITH THE MINISTRY OF EDUCATION

Annexure Schedule  
Insert instrument type

Page 11 of 17 Pages

Lease Instrument

(c) If:

- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
- (ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
  - (i) such inability ceases; or
  - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
  - (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

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

**TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE**

**9.1: LEASE WITH THE MINISTRY OF EDUCATION**

**Annexure Schedule**  
*Insert instrument type*

Page 12 of 17 Pages

Lease Instrument
------------------

**14 Contamination**

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**15 Easements**

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

**16 Lessee's Improvements**

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

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

TŪHOE WHĀRIKI / DEED OF SETTLEMENT  
NĀ KOHINA PŪRONO TUHINA / DOCUMENTS SCHEDULE

9.1: LEASE WITH THE MINISTRY OF EDUCATION

**Annexure Schedule**  
*Insert instrument type*

Page 13 of 17 Pages

Lease Instrument

- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 17 Rubbish Removal**
- The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.
- 18 Signs**
- The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.
- 19 Insurance**
- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.
- 20 Fencing**
- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

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

9.1: LEASE WITH THE MINISTRY OF EDUCATION

**Annexure Schedule**  
*Insert instrument type*

Page 14 of 17 Pages

Lease Instrument

**21 Quiet Enjoyment**

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

**22 Assignment**

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
  - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

**23 Subletting**

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

**24 Occupancy by School Board of Trustees**

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

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

9.1: LEASE WITH THE MINISTRY OF EDUCATION

**Annexure Schedule**  
*Insert instrument type*

Page 15 of 17 Pages

Lease Instrument

24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**27 Notice of Breach**

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

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



9.1: LEASE WITH THE MINISTRY OF EDUCATION

**Annexure Schedule**  
*Insert instrument type*

Page 16 of 17 Pages

Lease Instrument

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1-29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

**30 Exclusion of Implied Provisions**

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 - Power to inspect premises.

**31 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

**32 Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

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

9.1: LEASE WITH THE MINISTRY OF EDUCATION

**Annexure Schedule**

Page 17 of 17 Pages

*Insert instrument type*

Lease Instrument

**33 Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6011

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

*[insert contact details]*

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

**34 Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

**35 Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

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