NGĀITAKOTO

and

THE CROWN

DEED OF SETTLEMENT OF HISTORICAL CLAIMS

27 October 2012

PURPOSE OF THIS DEED

This deed:

- sets out an account of those acts and omissions of the Crown before 21 September 1992 that affected NgāiTakoto and breached Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- provides an acknowledgment by the Crown of the Treaty breaches and an apology;
- settles the historical claims of NgāiTakoto;
- specifies the cultural redress, and the financial and commercial redress, to be provided in settlement to Te Rūnanga o NgāiTakoto trustees, who have been approved by NgāiTakoto to receive the redress; and
- includes definitions of:
  - the historical claims; and
  - NgāiTakoto;
- provides for other relevant matters; and
- is conditional upon settlement legislation coming into force.

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DEED OF SETTLEMENT

THIS DEED is made between

NGĀITAKOTO

and

THE CROWN

WHAKATAUKĪ

'Toi te Kupu, Toi te Mana, Toi te Whenua.'

'When the Word is established, the Mana is established and the Land is secured.'

This proverb encapsulated the principles by which the Treaty of Waitangi ought to have been guided, and the relationships and transaction between the Tangata Whenua and Crown ought to have been conducted, if authentic bi-cultural development and partnership was to be established.

Toi te Kupu: It is history, that the work of the Treaty on the part of the Crown and its representatives was never fully established and grounded. 'He mea pou takiwa' - It was left up in the air. From its inception, the Treaty was more honoured in the breach than in the observance.

In Pakeha culture, there is a disconnection between the secular and the spiritual. This disconnection is linked with the capitalistic mode of production which expropriates and commodifies the land, its resources and people. Such disconnection produces double standards and situational ethics based on self and in-group interests however / whenever / and wherever it suits the holder. It has no firm foundation to which it can be secured since it is based upon materialistic considerations and not on the spiritual. In other words it is based upon the lower transitory rather than on the higher, which is eternal.

No such disconnection between secular and sacred could be contemplated by Māori. He was descended from the gods through the descent lines of culture heroes. All things originated in Io-taketake, the foundation of all things and upon which all things are established. All is one. Māori are therefore one with all things. He is an integral part of the natural order. He therefore holds a special relationship to Mother Earth (Papatuanuku); the mother who nurtures all mankind. Since Ranginui is the Sky Father, the Father of the lesser gods and especially Tane the progenitor of mankind, what therefore is established on earth by the 'Kupu Mana' is established in the heavens. The link between the secular and spiritual when recognised and adhered to, links the Oath, or Work of Power of eternal foundations, hence, Toi te Kupu.

Rev. Maori Marsden: (Te Mana O Te Hiku O Te Ika)

1 BACKGROUND

ORIGINS OF NGĀITAKOTO

Ko **Kurahaupo** te Waka,
Ko **Pohurihanga** te Tangata,
Ko **Rangaunu** te Moana,
Ko **Tohoraha**, ko **Puwheke** nga Maunga,
Ko **Tuwhakatere** te Tupuna,
Ko **NgāiTakoto** te Iwi ...

1.1 NgāiTakoto descended from the Kurahaupo canoe. The captain of the Kurahaupo waka was Pohurihanga.

Pohurihanga = Maieke
|
Whatakaimarie
|
Rangituroa
|
Uenuku
|
Marukotipu
|
Tuaua
|
Tu Whangai
|
Tohianga (Ngāi Tohianga)
|
To Muri
|
Takiwairua
|
Te Moho
|
Māori
|
Whango = Ruapuhia
|
Hinerangi = Hinepito

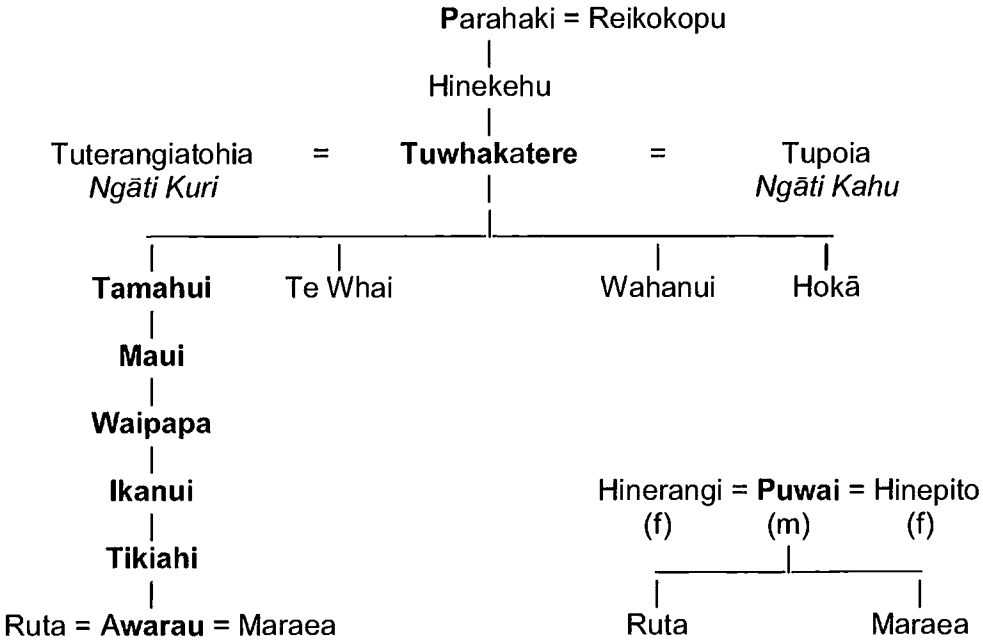
1.2 The people accompanying Pohurihanga on board Kurahaupo were known as Ngāti Kaha. The name Ngāti Kaha refers to the header rope (kaharoa) attached to the great net belonging to Pohurihanga which was brought with him on the Kurahaupo canoe. The waka was holed on the journey to Aotearoa and as it was sinking, the damage was repaired at a stop at the Kermadec islands using Po's kaharoa and the net to bind the timbers together. The people of Ngāti Kaha have long since merged into NgāiTakoto and the other iwi of Te Hiku.

1.3 Pohurihanga had a son Whata-kaimarie and his grandson was Uenuku. The great grandson of Uenuku was Hikiraaiti and Tuterangiatohia was his daughter. From her marriage with Tuwhakatere there were three grandchildren of whom one was Maui.

THE PRINCIPAL ANCESTOR OF NGĀITAKOTO

1.4 The principal ancestor of NgāiTakoto is Tuwhakatere, a descendant of both Kauri and Tumoana. His first wife was Tuterangiatohia who begat Tamahui, Te Whai and others. His second wife was Tupoia, the first born of Haiti-Taimarangai and an ariki of Ngāti Kahu, who begat Wahanui and Hokā (which explains the close links and territorial extent of our two tribes).

1.5 NgāiTakoto whakapapa of Tuwhakatere is given below:



1.6 Wahanui was a tremendous warrior who chaffed at being under the mana of his older brothers Tamahui and Te Whai. He decided that he would carve out an empire and turangawaewae for himself through conquest. Before the tribe of NgāiTakoto he stated his intentions and uttered this proverb "*Taku pa, ko Tehehaoa, taku mara ko Rangatetaua, taku ora ki tua*" ("My pā is Tehehaoa, my garden, Rangatetaua, but my fortune is to be found elsewhere").

1.7 His brothers decided to support him but Tuwhakatere, by now an elderly man, pleaded with his favourite and youngest son, Hokā, who had a club foot, not to follow his brothers into battle because of his disability. However, Hokā ignored his father's pleas and was subsequently killed in battle. On hearing the news of Hokā's death, this caused the deeply bereaved Tuwhakatere to lay down, mourn and pine away (whakamomori) in deep sorrow for Hokā. In his profound grief, he died. The iwi's name is derived from this event: he whakamomoritanga i takoto ai a Tuwhakatere. Hence the tribal name NgāiTakoto - to lay down.

1.8 In the nineteenth century, Tuwhakatere's descendant, Awarau, converted to the Anglican faith and was baptised as Rawiri Awarau, taking the biblical name of David. Awarau was regarded as the last paramount chief of NgāiTakoto and signed the Treaty of Waitangi at Kaitaia in 1840.

1.9 Awarau's sister was Rora. Rora was present at the battle at Hukatere with Awarau in 1823 and in other notable battles. Rora married Te Huru, of Whirinaki, Hokianga.

The Rohe of NgāiTakoto: the Spirit Pathways

1.10 NgāiTakoto's rohe is defined by the journeys of the spirits from the south of the rohe north to Te Rerenga Wairua. These journeys were recorded by a missionary who visited Te Hiku in December 1834 and stayed at Hukatere. His guide during this visit was the Patukoraha rangatira Matenga Paerata, who signed both He Whakaputanga in 1835 and Te Tiriti in 1840. Matenga married Ere Awarau of NgāiTakoto.

1.11 There are two wairua pathways: one follows Te Oneroa-a-Tohe from Ahipara north while the other travels through the harbours (beginning at Rangaunu) on the eastern side of the peninsula. The first wairua pathway commences at Ahipara or Wharo and travels north:

Wharo (Ahipara)
Waimimiha
Ngapae
Utea pā at Hukatere
Neke
Ngatamarowaho
Te Arai
Te Whakatehaua
Waipakaru
Waikanae
Kohangati
Kauparaoa
Te Neke (inland)
Haumu
Maringinoa
Waingurunguru
Te Herangi
Waitarau
Te Werahi
Tarawamaomao
Ngaatua-peruperu
Te-Wai-Whero-o-Rata
Moetatau

1.12 The other pathway starts at Rangaunu near Puwheke and also travels north:

Rangaunu
Maunga Tohoraha
Rarawa
Wharekapua
Ngatehe
Ohao
Rangiora
Wharekawa
Tokatoka
Titirangi
Hikurua
Mahurangi
Tomokanga pā
Muriwheuna Tika
Matirirau
Ohotutea

Te Horo
Whangakea
Tohureo
Haumu
Maringinoa
Waingurunguru
Te Herangi
Waitarau
Te Werahi
Tarawamaomao
Ngaatua-peruperu
Te-Wai-Whero-o-Rata
Moetatau.

1.13 These are the routes taken by the spirits as they return to Hawaiki, their spiritual homeland, and they mark the rohe of NgāiTakoto.

1.14 The Rangaunu harbour is a food source of great importance to NgāiTakoto and the Pioke which inhabits the waters of the harbour is central to the tribal whakatauki:

> *He iti marangai, tu ana te pahukahuka, he iti Pioke no Rangaunu, he Au tona ... Small although the Pioke (dogfish shark) may be, great is its wake, as it traverses the might of the Rangaunu Harbour.*

1.15 This whakatauki refers to the characteristics of the Pioke, which although small, is renowned for the ability and strength it possesses in overcoming opposing (currents). When moving as a single entity (school) the Pioke are a formidable force. The characteristics of the NgāiTakoto people who reside on the shores of the Rangaunu Harbour are likened to those of the Pioke.

1.16 NgāiTakoto marae are located on land adjacent to the Rangaunu, at Paa A Parore, Waimanoni and Mahimaru. The whare tupuna at Paa A Parore is named Kia Ngawari and the wharekai is named Nga Putiputi. The wharenui at Mahimaru Marae is called Whakamomoringa and the wharekai is called Te Hapai O. The wharenui at Waimanoni is called Wikitoria in memory of the victory in World War Two. The wharekai, which is the former native school building from Awanui, is unnamed. A site for a marae has been set-aside at Kaimaumau and one building has been erected with plans for further whare to be constructed in the near future.

NGĀITAKOTO LAND CLAIMS

"Toi te Kupu, toi te Mana, toi tu te Whenua".

"When the word is established, the mana is established, and the land is secured".

1.17 The words of the Reverend Maori Marsden have driven the NgāiTakoto land claims which began in 1986. This deed builds on the work of NgāiTakoto whānau members who have passed away since that date. As the initial 'stepping stones' in this journey, their contributions have assisted NgāiTakoto greatly in getting to the position of where the iwi is today. In addition to Reverend Maori Marsden, these whānau members included Reverend Harold Petera, Lance Brown, Laddie and Harriet Cook, Ivan Erstich, Matilda Dick, Rev Bert Clarke Hiraina Marsden and Walter Erstich.

NEGOTIATIONS

1.18 NgāiTakoto gave the mandated negotiators a mandate to negotiate a deed of settlement with the Crown and submitted a deed of mandate to the Crown in April 2008.

1.19 The Crown recognised that mandate on 18 August 2008.

1.20 The mandated negotiators and the Crown:

1.20.1 by terms of negotiation dated 9 July 2009, agreed the scope, objectives, and general procedures for the negotiations;

1.20.2 by agreement with the Te Hiku iwi dated 16 January 2010, agreed, in principle, that NgāiTakoto and the Crown were willing to enter into a deed of settlement on the basis set out in that agreement; and

1.20.3 since the agreement in principle, have:

(a) had extensive negotiations conducted in good faith;

(b) negotiated and initialled a deed of settlement; and

(c) agreed, by a letter counter-signed on 23 November 2011, that this deed was suitable for presentation to NgāiTakoto.

RATIFICATION AND APPROVALS

1.21 NgāiTakoto confirm that:

1.21.1 they have conducted a ratification process for this deed between 24 February 2012 and 5 April 2012, consisting of:

(a) three hui; and

(b) a postal and internet ballot of eligible members of NgāiTakoto; and

1.21.2 approval has been given by way of a resolution passed on 27 October 2012 by NgāiTakoto a Iwi Research Unit Trust, as mandated negotiator, delegating Rangitane Marsden, Mangu Awaru and Robert Tamati to sign this deed on behalf of NgāiTakoto.

1.22 NgāiTakoto have:

1.22.1 by a majority of 84 percent, ratified this deed and approved its signing on their behalf by Te Rūnanga o NgāiTakoto trustees; and

1.22.2 by a majority of 78 percent, approved Te Rūnanga o NgāiTakoto trustees as the governance entity to receive redress under this deed.

1.23 Each majority referred to in clauses 1.22 is of valid votes cast in a ballot by eligible members of NgāiTakoto.

1.24 The Crown is satisfied:

1.24.1 with the ratification and approvals of NgāiTakoto referred to in clause 1.22;

1.24.2 with the approvals given by the resolution referred to in clause 1.21.2; and

1.24.3 Te Rūnanga o NgāiTakoto are appropriate to receive the redress.

AGREEMENT

1.25 Therefore, the parties:

1.25.1 in a spirit of co-operation and compromise, wish to enter, in good faith, into this deed settling the historical claims; and

1.25.2 agree and acknowledge as provided in this deed.

2 HISTORICAL ACCOUNT

2.1. The Crown's acknowledgement and apology to NgāiTakoto in part 3 are based on this historical account.

2.2. This historical account describes the relationship between the Crown and NgāiTakoto since 1840 and identifies Crown actions which have caused grievance to NgāiTakoto over the generations. It provides the context for the Crown's acknowledgements of its historical Treaty breaches against NgāiTakoto and for the Crown's apology to NgāiTakoto.

NGĀITAKOTO

2.3. NgāiTakoto trace their ancestry from Te Kauri, Tumoana, and Tuwhakatere and primarily to the Kurahaupo waka. Prior to the arrival of Europeans, NgāiTakoto were largely based around Kapowairua, Parengarenga, Houhora, Waimanoni and Te Make (near present day Kaitaia). Waimanoni with its proximity to kaimoana, waterways for canoe traffic, and fertile gardens was favoured and the Awanui River provided important resources to sustain NgāiTakoto communities in the area. The 1820s and 1830s were a period of considerable movement and change in Te Hiku with fighting between iwi reducing the population.

2.4. NgāiTakoto, like other Te Hiku iwi, were highly mobile. NgāiTakoto defined its rohe, its pā, papakainga, gardens, urupa, fishing villages and other resources, by maintaining its relationships with other iwi through whakapapa, marriages and other alliances.

EARLY CONTACT AND NGĀITAKOTO

2.5. The European population in New Zealand increased significantly during the 1830s, with most coming first to the north. British missionaries and their supporters were some of the first settlers to establish themselves within the NgāiTakoto rohe. The Church Missionary Society had opened a mission station in the vicinity of Kaitaia and Awanui by 1834. The arrival of missionaries led many Te Hiku hapū to base themselves around the fertile Kaitaia area and at Ahipara and Awanui. They sought to take advantage of the opportunities connected with these settlements, particularly the mission station established at Kaitaia. However, connections with Kapowairua and Parengarenga remained important to the iwi, some of whom continued to reside there.

2.6. By the end of the 1830s, Europeans had settled on NgāiTakoto land, building dwellings and beginning farming operations. Some had families and many were associated with the mission society. NgāiTakoto initially saw advantages with the arrival of settlers, through the introduction of Christianity, new technologies, access to the European world, and the economic benefits these might bring the iwi.

PRE-TREATY TRANSACTIONS

2.7. NgāiTakoto and the European settlers had very different concepts of land ownership and exchange. Māori customary land tenure was generally communal and flexible, accommodating shared hapū and whānau interests in the same land. In contrast, European societies exchanged land permanently for goods or money.

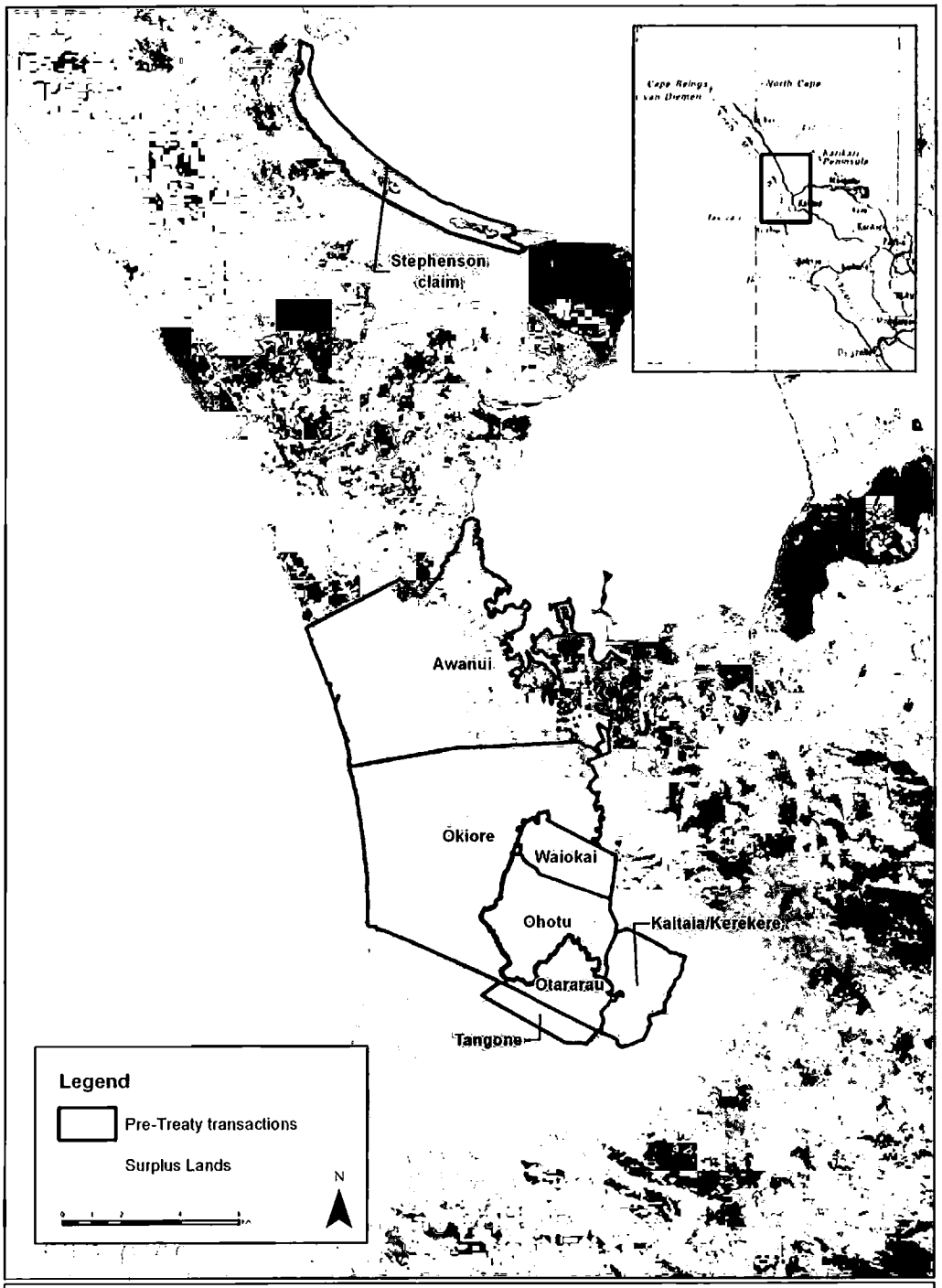
2.8. Pre-Treaty land transactions with settlers in the NgāiTakoto rohe were based on Māori expectations of creating mutually beneficial and ongoing relationships with settlers.

However, between 1834 and 1839 settlers sought to formalise their relationships with Māori in a European way through deeds to land that they signed with Māori from other iwi. In accordance with European understandings of such transactions, these early settlers provided Māori with goods for the land rights they sought.

2.9. The 1834 Kaitaia (Kerekere) transaction with the Church Missionary Society was the first written land agreement in the NgāiTakoto rohe. Europeans associated with the mission also entered into agreements with Māori over the Ohotu (1835), Otaraurau and Waiokai (1835), Warau Matako (1839), and Te Make (Okiore, 1839) blocks. Settlers not associated with missionary efforts entered into the Kaimaumau (1839) and Awanui (Otaki, 1837 and 1839) transactions. In January 1840, a missionary also entered into an agreement for over 65,000 acres at the top of the peninsula, which included kainga at Kapowairua and Cape Reinga.

2.10. While these transactions covered much of the NgāiTakoto rohe, NgāiTakoto had limited involvement in them. The deeds were signed by rangatira from other iwi, who also asserted interests in these lands, and in some cases these rangitira negotiated revised deeds in late 1839 and the early 1840s and also received additional payments. NgāiTakoto rangatira were not parties to these agreements.

2.11. The deeds gave the appearance of transferring title from the chiefs to the European settlers, but the transactions took place in a Māori context. Some of the pre-Treaty transactions in the NgāiTakoto rohe were far from a complete transfer of Māori rights to Europeans. Some deeds provided for ongoing use of land by local Māori. The Awanui (Otaki) deed, for example, signed on 17 December 1839, provided for the most economically significant, fertile areas along the banks of the Awanui River, where Māori and European agriculture flourished, to be retained for Māori cultivation. The Te Make (Okiore) and Ohotu deeds provided similar rights for Māori to preserve existing kainga and cultivations for future generations. The deed for Kapowairua and Cape Reinga also allowed for continued occupation for local Māori, though not for NgāiTakoto. Māori believed these transactions would include Europeans in the economic and social life of the tribe, enhancing the tribe's economic and social capacity, not diminishing it.



Pre-Treaty transactions and Stephenson claim

TE TIRITI O WAITANGI

2.12. By the 1830s, Missionary groups in New Zealand and the United Kingdom feared European settlement would harm Māori. Influenced by these humanitarian concerns, the British Crown decided to bring New Zealand under its protection. In 1840 Lieutenant Governor Hobson negotiated the Treaty of Waitangi through which the Crown sought sovereignty over New Zealand so that it could regulate its subjects. In return, the Crown promised to protect Māori, their lands and property, and to confer on them the rights and privileges of British subjects. The Treaty was especially intended to protect Māori from the alienation of lands that were "essential or highly conducive to their own comfort, safety, or subsistence" and "must be confined to such districts as the Natives can alienate without distress or serious inconvenience to themselves". NgāiTakoto rangatira, identified as the "chiefs of Awanui", signed the Treaty of Waitangi at Kaitaia on 28 April 1840.

2.13. In January 1840, before negotiating the Treaty, Hobson announced that once it obtained sovereignty the Crown would not recognise any future private purchasing of Māori land. Instead, Hobson declared that only the Crown would have the pre-emptive right to acquire land interests from Māori. Crown pre-emption was affirmed in article 2 of the Treaty. Before the Treaty was signed Hobson also publicly stated that the Crown would not recognise any land claims by Europeans without first investigating the transaction. According to a missionary who was present, Hobson told those assembled at the Treaty negotiations at Waitangi, "that all lands unjustly held would be returned; and that all claims to land" purchased after 14 January 1840 "would not be held to be lawful".

THE LAND CLAIMS COMMISSION, 1843

2.14. In keeping with these policies, in 1840 the Crown established a land claims commission to investigate pre-Treaty land transactions. The Crown took the view that it held radical title to all land in New Zealand. Crown title was burdened by any customary title, except where that customary title had been extinguished through pre-Treaty transactions. When the land claims commissioners investigated those transactions and found them to be valid, the Crown considered that it held full title to the land. In such cases, the Crown gave a title to land to settler claimants based on how much they paid Māori and when they had paid it. However, to protect against monopoly landholding, the Crown typically restricted claimants' grants to a maximum of 2,560 acres and retained the balance which was known as "surplus lands".

2.15. Commissioner Godfrey heard claims at Kaitaia in January 1843, where the principal Māori signatories to the deeds gave evidence in support of their understanding of the agreements relating to land in the NgāiTakoto rohe. Before the hearings started, Māori assembled and declared they would acknowledge the transactions, but stated their intention to resume any surplus lands not granted to settlers.

2.16. The Land Claims Commission generally confined its attention to the transactions recorded in deeds, and to the evidence placed before it. It did not usually inquire into the wider customary rights of Māori with interests in the land, or seek to determine what Māori understood when they entered into the transactions. However, Māori could themselves put such matters before the commissioners. The Crown did not provide a formal mechanism for Māori to appeal decisions if they believed their interests had not been recognised.

THE COMMISSION'S RECOMMENDATIONS, 1843

2.17. Commissioner Godfrey recommended the Crown grant settlers land at Te Make (Okiore), Awanui (Otaki), Ohotu, Otararau and Waiokai, Kaitaia (Kerekere), Warau Matako and Kaimaumau. Of the 65,000 acres claimed at Kapowairua and Cape Reinga, the missionary was awarded 1,704 acres at Kapowairua. No investigation was undertaken on the impact of the alienation of these blocks on NgāiTakoto and there is no record of NgāiTakoto's immediate response to the investigations.

2.18. Where deeds provided for resident Māori to continue cultivating and living on parts of these lands Godfrey recommended those rights continue. This included the provision in the Awanui (Otaki) deed for local Māori to continue to use land on the banks of the Awanui River "for the cultivation of the Natives from one generation to the other". The Te Make (Okiore) deed recorded similar land rights for future generations of Māori.

THE LAND CLAIMS SETTLEMENT ACT 1856

2.19. During the 1840s the Crown issued some land grants to claimants based upon the commissioner's recommendations. These lands were often not properly surveyed and the original transactions and boundaries were also often unclear. Other disparities also meant that there was considerable confusion on the ground as to what lands were claimed by the Crown and settlers. In 1856 this uncertainty prompted the Crown to initiate a new investigation process.

2.20. Under the Land Claims Settlement Act 1856, a new commissioner re-examined all the claims involving NgāiTakoto lands in 1857. The new investigations required applicants to submit surveys. Commissioner Bell investigated the Te Make (Okiore), Awanui (Otaki), Ohotu, Otararau and Waiokai, Kaitaia (Kerekere), Warau Matako and Kaimaumau claims and made new recommendations.

2.21. Bell concluded that the pre-Treaty claims for these blocks totalled 32,000 acres, 17,000 of which were to go to settlers and 15,000 to the Crown as surplus land. Māori were to receive approximately 450 acres. The Crown's 15,000 acres of surplus lands came from the Warau Matako, Kaitaia (Kerekere) Otararau and Waiokai, Awanui, and Te Make (Okiore) claims. Of the 1,704 acres originally awarded to the missionary at Kapowairua, only 864 acres were ultimately granted. The balance was taken by another investor as scrip, a right to Crown land elsewhere. The Crown had the power to take the balance as surplus land but in 1870 abandoned its surplus land claims in the area.

2.22. The new Crown grants did not reflect the terms of the original transactions in not providing for continued Māori use of cultivation areas and kainga in the Te Make (Okiore), Ohotu, and Awanui area. Instead the Crown awarded 450 acres of reserves. NgāiTakoto lost legal ownership of kainga and cultivations they wished to retain, but which were on lands outside their reserves. Moreover, some reserves that Bell recommended were never established. The loss of rights to lands along the Awanui River was especially felt as this was a key settlement area Māori sought to protect with its access to river resources.

2.23. The Crown did not require Bell to consider the impact on NgāiTakoto of the alienation of these lands or assess whether they had sufficient land for their present and future wellbeing. Nor did the commissioner re-open the circumstances of any of the original sales, despite claims from Māori that some areas of land should be returned to Māori ownership. NgāiTakoto and others complained to Crown officials in the late 1850s that the land along the coast at Awanui should be returned to them. NgāiTakoto appear to

have been satisfied by official assurances that they could still run their cattle in the area, but Bell's suggestion in 1858 that the land might be reserved for them does not appear to have been pursued.

2.24. Crown grants were finally issued from 1862. Twenty-two years after the Treaty was signed, NgāiTakoto could see the impact of Crown policy on these pre-Treaty transactions in their rohe. What had begun as arrangements between Māori and early settlers to develop new economic opportunities ended with Māori marginalised and excluded.

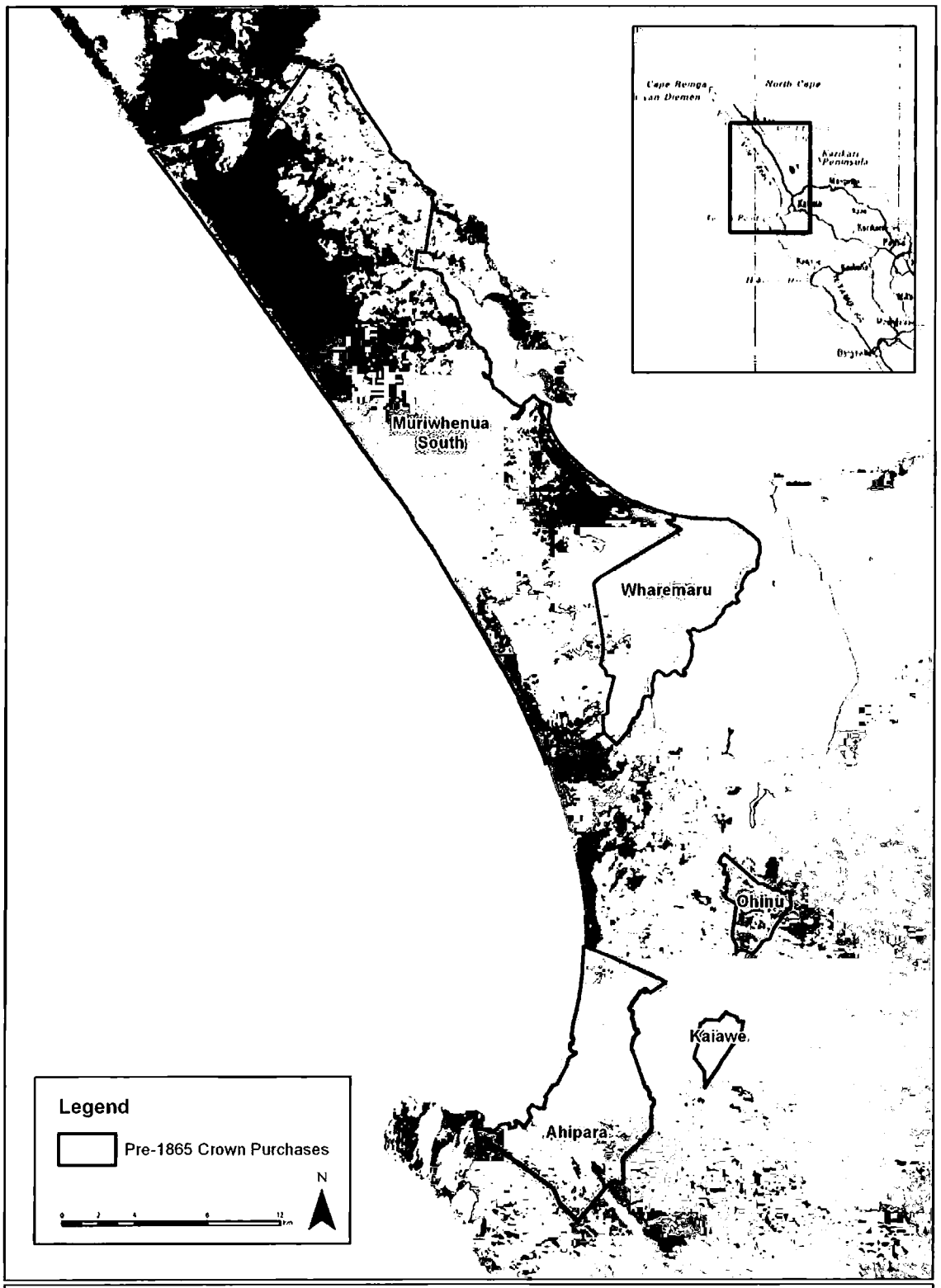
CEDED LANDS

2.25. In 1857, Commissioner Bell also investigated George Stephenson's claim to land at Ruatorara (East Beach), to the south of the Houhora Harbour entrance. At this time officials recorded that NgāiTakoto were residing at Awanui in the west and Houhora in the east, though they were likely to be residing at other settlements as well. In 1844, the Crown pressured rangatira of another iwi to provide compensation to Stephenson to make amends for that iwi removing goods from his ship which had run aground at Ahipara. Māori had thought the ship was a gift from Tangaroa, but eventually complied with the Crown demand to provide compensation and agreed to transfer 2,482 acres of land at Ruatorara. In 1861, the Crown awarded Stephenson 1,000 acres and retained 1,482 acres as surplus land.

CROWN PURCHASING, 1858-1859

2.26. Before the Crown finalised the pre-Treaty transactions, and while it was uncertain how much land Māori would retain from the pre-Treaty transactions, the Crown acquired four land blocks totalling 112,613 acres in which NgāiTakoto had interests. This land was acquired between 1858 and 1859 when the Crown's purchase activity in the area peaked. As with the pre-Treaty transactions, NgāiTakoto had little involvement in these arrangements.

2.27. The largest purchases took place in February 1858 when the Crown acquired the 86,885 acre Muriwhenua South block and a further 13,555 acres in the Wharemaru block. Crown agents discussed these purchases widely with those Māori they believed had interests in the land. They traversed the boundaries with some of the Māori vendors, and 40 signatures were appended to the deeds, but there is no evidence of NgāiTakoto involvement. In 1859, the Crown purchased the 2,703 acre Oinu block and the 9,470 acre Ahipara block. NgāiTakoto did not receive reserves in any of these Crown purchases.



Pre-1865 Crown purchasing

NATIVE LAND COURT

2.28. Following the establishment of the Native Land Court in 1865, much of the last remaining significant parts of land in the wider NgāiTakoto rohe were soon alienated. The Houhora Peninsula totalling approximately 7,700 acres was excluded from the purchase of the Muriwhenua South block in 1858. In 1865, the Native Land Court awarded the peninsula to four individuals from another iwi. No objectors appeared in the court. In 1866 the block was sold and the Awanui area became the main kainga for NgāiTakoto. The land remaining in Māori ownership on the northern peninsula, along the Spirits Pathway, was awarded to other iwi through the Native Land Court with Cape Reinga sold in 1871 as part of a 56,628 acre block.

2.29. In the late 1860s, NgāiTakoto individuals were awarded interests in the Matarau, Kareponia and Waimanoni lands in the Awanui area. Maimaru was subsequently partitioned from the Kareponia block for NgāiTakoto whānau. At the Waimanoni title investigation the applicants asked that the block be reserved. However, the block was not made permanently inalienable and parts of it, together with parts of Matarau and Maimaru, have been sold in the 140 years since title was first awarded.

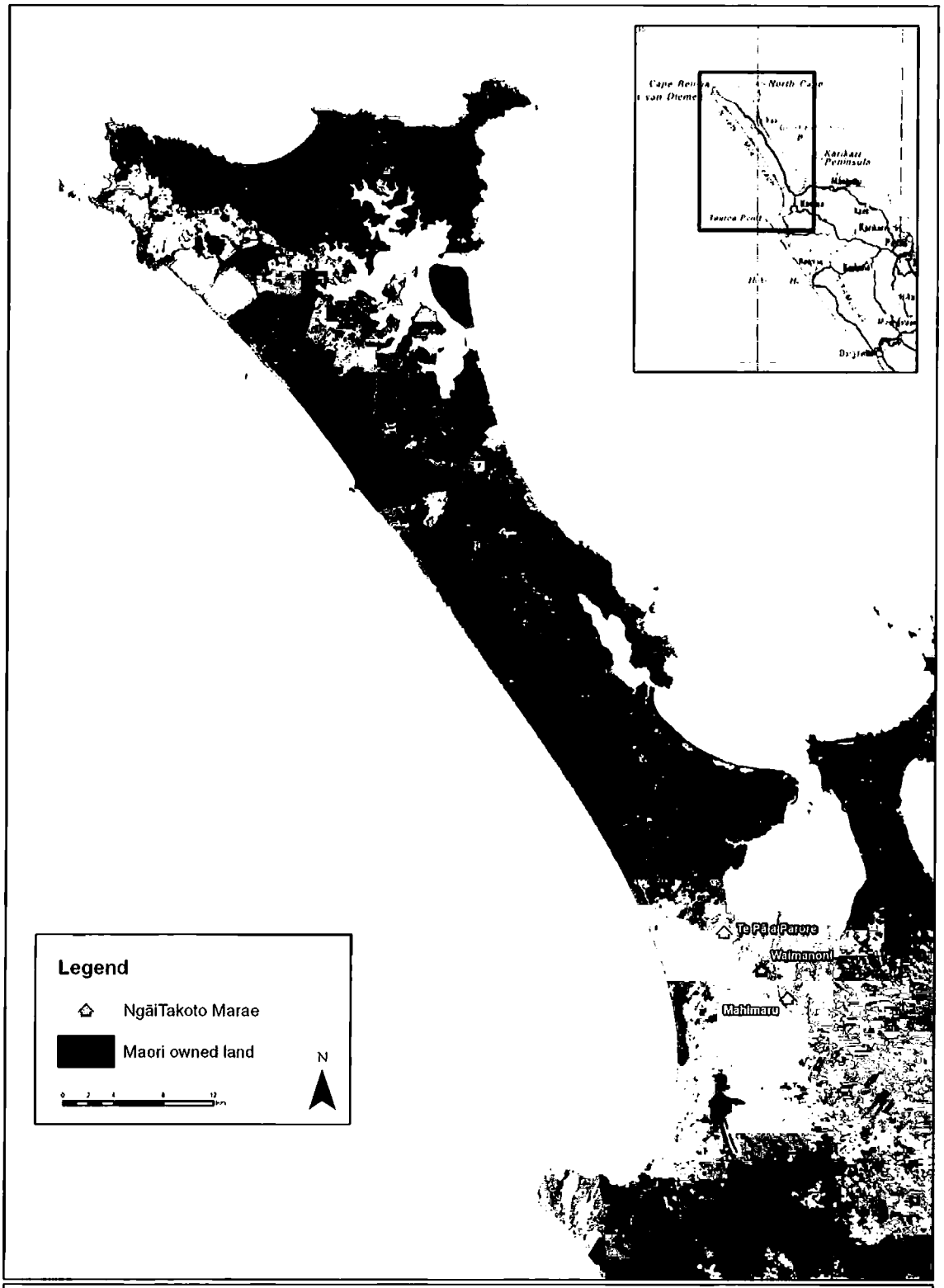
2.30. By 1859, some 154,795 acres of land had been alienated through pre-Treaty transactions and Crown purchasing in the areas traditionally occupied by NgāiTakoto and other iwi. In making its purchases, the Crown did not consider the impact on NgāiTakoto or their ability to participate in the economy. At this time Native land laws contained no provision to protect owners from becoming landless and there is no evidence that any attempt was made to assess the impact on NgāiTakoto of their resulting landlessness.

CONTINUED USE OF LAND

2.31. NgāiTakoto had lost legal ownership of most of their rohe but continued to live upon some of these lands. Crown efforts to settle the area did not gain momentum until the 1890s and it was not until well into the twentieth century that Pakeha settlement was widely established. Māori continued to live on Muriwhenua South Block lands until the 1890s when the Crown finally took steps to take over the area under pressure from settlers seeking land. This created confusion and grief when Māori were finally moved off the land.

2.32. This distress was evident among Māori who continued to use the Tangonge Block, the 685 acres of surplus land the Crown obtained from the Otararau pre-Treaty transaction. It was not until the 1890s that Māori became aware the Crown claimed ownership of the area and began protesting the loss of ownership of the land. Māori believed the land had been excluded from the transaction in agreement with the settler who purchased the area.

2.33. In the latter part of the nineteenth century NgāiTakoto were sustained by gum digging, but when this declined in the early twentieth century they had little land to maintain them. They had no lands to use for the government supported development of dairying in the mid-twentieth century, other than a block they purchased at Paparore. The loss of their land and their economic base left NgāiTakoto in considerable poverty. By 1945, for example, a marked difference between Māori and Pakeha standards of living had emerged in the Kaitaia area. While the town had quality education, health and welfare services, Māori had less access to these than Pakeha, in large part because they resided on remote and less fertile lands.



Maori freehold land today

2.34. NgāiTakoto whānau and others retain interests in very small areas of NgāiTakoto ancestral lands today. Only 181 acres of the 849 acres reserved from the pre-Treaty transaction in Maimaru (109 acres) remain. Waimanoni (67 acres) and Matarau (5 acres) remain in Māori ownership. In addition, whānau members have for several generations held 311 acres at Kaimaumau which was purchased from the Crown in 1921. They also hold 437 acres of the pre-Treaty grant at Paparore which they purchased in 1891 from a loan company after the original European claimant was bankrupted. The Native Land Court awarded NgāiTakoto interests in the 1,174 acre Oturu block in 1882, but little of this land remains in NgāiTakoto whānau ownership today. A small area, containing eight acres three roods, called Te Neke was excluded from the private purchase of land in the northern peninsula in 1873. It was located on the coast at the northern end of Te Rerenga Wairua south west of Te Paki. In 1993 it was set aside for the use and benefit of NgāiTakoto and other iwi.

PRE-TREATY TRANSACTIONS IN THE TWENTIETH CENTURY

2.35. Māori protested the pre-Treaty transactions into the twentieth century especially with regard to the Crown's surplus lands policy. Petitions from Muriwhenua Māori described the alienation of surplus land as a form of confiscation. One from Māori with interests in the Tangonge reserve was among 56 miscellaneous claims considered by the Royal Commission on Confiscated Lands appointed in 1926. The commission decided not to consider whether surplus land should be treated as the property of the original Māori owners rather than the Crown. Instead the commission concluded that the petitioners had failed to prove that in the 1850s the purchaser of Otararau had promised to return the land to Māori.

2.36. Māori grievances relating to the Crown's surplus lands policy were eventually referred to another Royal commission in 1946 which undertook an inquiry into pre-Treaty claims, including the blocks relating to the NgāiTakoto rohe. The commission was split in its findings, but still recommended compensation be awarded to Māori. The Crown decided to make a single compensation payment to northern Māori and in 1956 formed the Tai Tokerau Māori Trust Board to administer it. This had negligible benefit for NgāiTakoto.

NATURAL RESOURCES

2.37. For Māori, Te Oneroa-a-Tōhē is part of the pathway used by spirits on their journey between the worlds of the living and the dead. It is also significant as a source of kai moana. From the 1920s Māori began expressing concern about the management of the beach. The impact of commercial shellfish harvesting on toheroa was a particular concern especially after a processing plant was established at Lake Ngatu. In the 1950s, NgāiTakoto and other Te Hiku iwi supported an application to the Māori Land Court for ownership of Te Oneroa-a-Tōhē as a way of ensuring the conservation of the area's resources. Hoera Kanara, a NgāiTakoto kaumatua, was among those who gave evidence before the court to describe Māori use and management of natural resources through rahui at Te Oneroa-a-Tōhē.

2.38. In 1960, the case came before the Supreme Court (now the High Court). The Court decided that section 150 of the Harbours Act 1950 suspended the jurisdiction of the Māori Land Court to investigate title to land lying between the mean high and low water marks. Iwi appealed the decision to the Court of Appeal which issued its judgment in 1963. On the erroneous assumption that title to all the lands adjoining Te Oneroa-a-Tōhē had been investigated by the Native Land Court, it concluded that any property held under Māori custom in adjoining lands between the high water and low water marks was extinguished. In addition, the Court of Appeal agreed that, by virtue of the

Harbours Act 1950, the Māori Land Court did not have jurisdiction to investigate title to the adjoining land between the mean high and low water marks.

2.39. Notwithstanding the 1963 decision, iwi continued to assert rights in the foreshore and seabed which ultimately led to the Court of Appeal reconsidering the issue in 2003 in *Ngāti Apa v Attorney General*. The Court of Appeal concluded the 1963 decision was wrong in law even at the time it was decided and held that the Māori Land Court had jurisdiction to conduct investigations of title to the foreshore and seabed.

2.40. The loss of access to and management of natural resources is an ongoing grievance for NgāiTakoto. The iwi traditionally used areas seasonally or to collect natural resources for sustenance or rongoa. Many sites had historical or spiritual significance too. The loss of legal title to land severely affected the ability of NgāiTakoto to access traditional resources and rahui to protect the environment could not be enforced. Deforestation and other development degraded land and waterways. Loss of access has also undermined cultural knowledge and practices relating to those areas and resources.

ONGOING GRIEVANCES

2.41. The majority of lands in the NgāiTakoto rohe were alienated in the nineteenth century, but the Crown has not addressed landlessness among NgāiTakoto. In 1991, the State Owned Enterprise Landcorp sold the 1,183 hectare Kaimaumau station (on the former Wharemaru block), despite substantial protest from NgāiTakoto and the Waitangi Tribunal urging the Crown to retain the land. At the time there was no process established for land banking Crown and state owned assets.

3 ACKNOWLEDGEMENTS AND APOLOGY

CROWN ACKNOWLEDGEMENTS

3.1 The Crown acknowledges that NgāiTakoto has well founded and legitimate grievances and that until now it has failed to address those in an appropriate manner. The Crown's provision of redress to NgāiTakoto for those historical grievances is long overdue.

3.2 The Crown acknowledges that in approving pre-Treaty land transactions totalling 32,000 acres, issuing grants to settlers for these lands and retaining approximately 15,000 acres of "surplus land" from the Warau Matako, Kaitaia (Kerekere), Otararau, Waiokai, Awanui, and Te Make (Okiore) transactions in the NgāiTakoto rohe, it breached Te Tiriti o Waitangi/Treaty of Waitangi and its principles by:

3.2.1 failing to consider the customary rights and interests of NgāiTakoto; and

3.2.2 failing to assess the impact of the alienation of those lands on NgāiTakoto.

3.3 The Crown acknowledges that it was in further breach of the Treaty and its principles when it failed to preserve occupation and use rights agreed in the pre-Treaty deeds for Awanui (Otaki), Te Make (Okiore), and Ohotu lands and by taking decades to settle title or assert its own claim to these lands. This resulted in NgāiTakoto losing vital kainga and cultivation areas.

3.4 The Crown acknowledges that:

3.4.1 it pressured Māori in 1844 to cede land at Ruatorara (East Beach) to compensate a settler for the goods Māori had removed from his schooner when it grounded at Ahipara;

3.4.2 it failed to investigate the customary interests in the ceded land; and

3.4.3 this process for determining reparation was prejudicial to NgāiTakoto who lost land they had interests in and this was in breach of Te Tiriti o Waitangi/Treaty of Waitangi and its principles.

3.5 The Crown acknowledges that:

3.5.1 it failed to carry out an adequate inquiry into the nature and extent of NgāiTakoto customary rights in lands in the Muriwhenua South, Wharemaru and other pre-1865 purchases; and

3.5.2 its failure to protect NgāiTakoto rights and interests to their full extent prejudiced the iwi and breached Te Tiriti o Waitangi/Treaty of Waitangi and its principles.

3.6 The Crown acknowledges that:

3.6.1 by 1859 NgāiTakoto were virtually landless in their core area of occupation, having lost their interests in approximately 155,000 acres;

3.6.2 when the Houhora Peninsula was alienated in 1867 to private parties NgāiTakoto lost further occupation areas and sites of high cultural significance;

3.6.3 the loss of their lands severely undermined the tribal structures of NgāiTakoto and was detrimental to their future wellbeing and strength as an iwi; and

3.6.4 the Crown's failure to ensure that NgāiTakoto retained sufficient land for their present and future needs was a breach of Te Tiriti o Waitangi/Treaty of Waitangi and its principles.

3.7 The Crown acknowledges:

3.7.1 the significance of Te Oneroa-a-Tōhē to NgāiTakoto as a taonga which is vital to their spiritual and material well-being; and

3.7.2 that it has failed to respect, provide for, and protect the special relationship with NgāiTakoto to Te Oneroa-a-Tōhē.

3.8 The Crown acknowledges its failure to actively protect NgāiTakoto hindered their ability to participate in economic development and marginalised the iwi. The Crown further acknowledges that the cumulative effect of its actions and omissions left generations of NgāiTakoto a legacy of impoverishment, spiritually, psychologically, and economically. This has had an enduring and ongoing impact on the iwi.

APOLOGY

3.9 The Crown apologises to NgāiTakoto, to their ancestors and to their descendants for failing to achieve the relationship sought by NgāiTakoto, as Treaty partner, and for the consequences to NgāiTakoto of that failure. The Crown acknowledges the impact of land loss, and with that the suffering and hardships that befell generations of NgāiTakoto members. The Crown in this regard, unreservedly apologises to NgāiTakoto.

3.10 The Crown's failures of the past left NgāiTakoto virtually landless by 1859. Its actions caused significant damage to the social and economic development of NgāiTakoto and severely undermined the wellbeing of the iwi with consequences that continue to be felt today. The Crown again apologises to NgāiTakoto for those events.

3.11 The Crown recognises that it has not always fulfilled its obligations to NgāiTakoto under Te Tiriti o Waitangi/the Treaty of Waitangi that was signed in Kaitaia by NgāiTakoto rangatira and Crown representatives in 1840.

3.12 The Crown recognises that the process of healing begins with this agreement between the Crown and NgāiTakoto. The Crown looks forward to building an enduring relationship of mutual trust and cooperation with NgāiTakoto that is based on a mutual respect and on Te Tiriti o Waitangi/the Treaty of Waitangi, and to achieving that relationship and partnership sought by NgāiTakoto in 1840.

PUBLIC DELIVERY OF APOLOGY

3.13 The Minister for Treaty of Waitangi Negotiations will deliver the following Crown apology at a time and place agreed with the governance entity:

Tēnā koutou ngā whānau, ngā marae, o te iwi o NgāiTakoto, tēnā koutou katoa,

I am reminded as I stand here on behalf of the Crown as to the significance of this place known to you all as Te Rangianiwaniwa. The historical significance of events that

occurred here on this land in the past can also perhaps be a modern sign of relevance to our gathering here today.

The symbol of Te Rangianiwaniwa (the double rainbow) appeared after a significant event within NgāiTakoto's history and whilst the double rainbows may not be present at this event, the "light of illumination", or light of understanding that is associated with illumination, is without doubt, present among us, and like the events of old, it allows us to pause, to take stock, and to reflect on the past and present events that ultimately cause us both, NgāiTakoto and the Crown representatives, to be here, on this land, this day.

A substantial period of time has elapsed since the Muriwhenua claim was first submitted to the Waitangi Tribunal, and over the last few years we have achieved together, with the NgāiTakoto negotiations team, an outcome that seeks to address the historical grievances of NgāiTakoto, somewhat less of a physical battle, but a symbolic event and process for both sides, none the less.

In the process of negotiations came illumination, in the light of illumination came understanding, and in this understanding came movement and movement brought with it the ability to heal old scars on both sides, and look towards new horizons.

Horizons that bring the ability of both parties to move forward together with a better understanding of where it is we have come from and to where we are able to go. That is the present, and the future. That is a path we are both destined to continue to tread.

Moving forward also requires us to accept that the crossings of our historical paths could have been better, the good intentions of that time perhaps weren't good enough; the absence of cultural understandings created, in many instances, misunderstandings; the actions of one group, led to reactions by another; and ultimately the partnerships and relationship elements that are essential to achieving prosperity together, were, in many instances, left languishing.

It's my role as the Minister for Treaty of Waitangi Negotiations to acknowledge that languishing, and to find ways forward for both sides. Ways forward together that rebuild those languishing relationships and partnerships thus allowing us to tread the path towards a more prosperous future, together.

In the settlement with NgāiTakoto we have attempted to achieve this both economically and culturally, and it is envisaged that this will be strengthened, as I have mentioned, through us working closely together.

As the representative for the Crown I acknowledge that historically things could, and should, have been done better, hence my being here today.

In my role as the Minister for Treaty of Waitangi Negotiations, and on behalf of the Crown, I convey the Crown's apology to NgāiTakoto, to their ancestors and to their descendants for our failings to achieve that relationship sought by our Treaty partners and for the consequences to NgāiTakoto of that failure. We acknowledge the impact of land loss, and with that the suffering and hardships that befell generations of NgāiTakoto members. The Crown unreservedly apologises to NgāiTakoto for that.

I am aware that the Crown's failures of the past left NgāiTakoto virtually landless by 1859, its actions caused significant damage to the social and economic development of NgāiTakoto and severely undermined the wellbeing of the iwi with consequences that

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continue to be felt today. The Crown in this regard, again apologises to NgāiTakoto for those events.

The Crown recognises it has not always fulfilled its obligations to NgāiTakoto under the Treaty of Waitangi that was signed here in Kaitaia by NgāiTakoto rangatira and Crown representatives in 1840.

However, I believe that the process of healing begins today (as back then with the appearance of the double rainbow) with this deed of settlement signed between us: the Crown and NgāiTakoto. And the Crown looks forward to building an enduring relationship of mutual trust and cooperation with NgāiTakoto that is based on a mutual respect for each other, the Treaty of Waitangi, and to achieving that relationship and partnership sought by our representatives in 1840.

Once again I acknowledge our purpose of being here at this historical event and what the future may bring to us all.

Thank you all.

Nō reira, tēnā koutou, tēnā koutou, tēnā koutou katoa.

4 SETTLEMENT

SETTLEMENT ACKNOWLEDGEMENTS

4.1 Each party acknowledges that:

4.1.1 the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise; but

4.1.2 full compensation of NgāiTakoto is not possible; and

4.1.3 NgāiTakoto has not received full compensation and that this is a contribution to New Zealand's development; and

4.1.4 the settlement is intended to improve and enhance the ongoing relationship between NgāiTakoto and the Crown (in terms of Te Tiriti o Waitangi / the Treaty of Waitangi, its principles, and otherwise).

4.2 NgāiTakoto acknowledge that, taking all matters into consideration (some of which are specified in clause 4.1), the settlement is fair in the circumstances.

SETTLEMENT

4.3 Therefore, on and from the settlement date:

4.3.1 the historical claims are settled;

4.3.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and

4.3.3 the settlement is final.

4.4 Except as provided in this deed or the settlement legislation, the parties' rights and obligations remain unaffected.

REDRESS

4.5 The redress to be provided in settlement of the historical claims:

4.5.1 is intended to benefit NgāiTakoto collectively; but

4.5.2 may benefit particular members, or particular groups of members, of NgāiTakoto if Te Rūnanga o NgāiTakoto trustees so determine in accordance with the procedures of Te Rūnanga o NgāiTakoto; and

4.5.3 does not necessarily reflect the full nature and extent of customary interests held by NgāiTakoto.

IMPLEMENTATION

4.6 The settlement legislation will, on the terms provided by part 4 of the legislative matters schedule:

4.6.1 settle the historical claims;

4.6.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement, but not in relation to the interpretation or implementation of this deed or the settlement legislation;

4.6.3 provide that the legislation referred to in paragraph 4.4 of the legislative matters schedule does not apply:

(a) to a settlement property being:

(i) any cultural redress property;

(ii) any commercial redress property;

(iii) any purchased deferred selection property (if settlement of that property has been effected);

(iv) all RFR land; or

(b) for the benefit of NgāiTakoto or a representative entity; and

4.6.4 require any resumptive memorials to be removed from the computer registers for the settlement properties;

4.6.5 provide that the rule against perpetuities and the Perpetuities Act 1964 do not:

(a) apply to a settlement document; or

(b) prescribe or restrict the period during which:

(i) the trustees of Te Rūnanga o NgāiTakoto, being Te Rūnanga o NgāiTakoto, may hold or deal with property; and

(ii) Te Rūnanga o NgāiTakoto may exist; and

4.6.6 require the Secretary for Justice to make copies of this deed publicly available.

4.7 Part 1 of the general matters schedule provides for other action in relation to the settlement.

THE TRUSTEES

4.8 Te Rūnanga o NgāiTakoto trustees sign this deed in their capacity as trustees of Te Rūnanga o NgāiTakoto, reflecting that Te Rūnanga o NgāiTakoto trustees have the mandate to receive the Crown redress and have ongoing obligations under this deed.

4.9 Te Rūnanga o NgāiTakoto trustees have agreed to comply with their obligations in this deed as trustees of Te Rūnanga o NgāiTakoto Trust.

4.10 For the avoidance of doubt, to the extent that Te Rūnanga o NgāiTakoto trustees sign this deed on behalf of NgāiTakoto as trustees, they do so not in any personal capacity and their liability is limited to the assets for the time being of Te Rūnanga o NgāiTakoto Trust.

5 CULTURAL REDRESS: TE ONEROA-A-TŌHĒ

BACKGROUND

5.1 For generations Te Oneroa-a-Tōhē has been a vital resource of food, transport, cultural and spiritual sustenance, and recreation for Te Hiku o Te Ika iwi. Specific hapū and iwi of Te Hiku hold mana over Te Oneroa-a-Tōhē. Six generations of Te Hiku o Te Ika iwi have expressed their grievances to the Crown about Crown actions or policies that affect Te Oneroa-a-Tōhē.

5.2 Te Oneroa-a-Tōhē is part of the Ara Wairua (or spirit pathway) that leads to a spiritual portal spanning the world between the living and the dead and is a taonga. For many Māori the Ara Wairua is the only spiritual means to connect with those that have passed on. All Te Hiku o Te Ika iwi have specific kaitiaki responsibilities associated with Te Oneroa-a-Tōhē.

5.3 In the 1950s Te Aupōuri and Te Rarawa (on behalf of all Te Hiku o Te Ika iwi) initiated Court action claiming that customary title to the beach had not been extinguished. An application for a title investigation of the beach between the high water and low water marks was lodged with the Māori Land Court on 16 May 1955. The Crown opposed the claim on a number of grounds when the Māori Land Court considered it in 1957. The Court found as a fact that immediately prior to Te Tiriti o Waitangi / the Treaty of Waitangi, the applicant iwi owned and occupied Te Oneroa-a-Tōhē according to their customs and usages.

5.4 In 1960, the case came before the Supreme Court (now the High Court) on a 'case stated' basis. The Court decided that section 150 of the Harbours Act 1950 suspended the jurisdiction of the Māori Land Court to investigate title to land lying between the mean high and low water marks. Iwi appealed the decision to the Court of Appeal.

5.5 The Court of Appeal issued its judgment in 1963. On the erroneous assumption that title to all the lands adjoining Te Oneroa-a-Tōhē had been investigated by the Native Land Court, it concluded that any property held under Māori custom in adjoining lands between the high water and low water marks was extinguished. In addition, the Court of Appeal agreed that, by virtue of the Harbours Act 1950, the Māori Land Court did not have jurisdiction to investigate title to the adjoining land between the mean high and low water marks.

5.6 Notwithstanding the 1963 decision, iwi continued to assert rights in the foreshore and seabed which ultimately led to the Court of Appeal reconsidering the issue in 2003 in *Ngāti Apa v Attorney General*. The Court of Appeal concluded the 1963 decision was wrong even at the time it was decided and held that the Māori Land Court had jurisdiction to conduct investigations of title to the foreshore and seabed. However, the passage of the Foreshore and Seabed Act 2004 prevented iwi from pursuing claims of ownership of the foreshore and seabed through the courts. The 2004 Act has now been repealed and replaced by the Marine and Coastal Area (Takutai Moana) Act 2011. The right to pursue ownership through the Māori Land Court was not reinstated but that Act provided various mechanisms by which customary interests can be recognised in the foreshore and seabed.

5.7 Te Hiku o Te Ika iwi have a vision for a healthy beach that is capable of sustaining their communities and expressing their cultural and historical signature. This redress is an

opportunity for the iwi to participate in the holistic management of Te Oneroa-a-Tōhē and surrounding areas, including the adjacent Aupouri Forest land which Te Hiku o Te Ika iwi will own.

5.8 This redress is specifically about management, not ownership. Te Hiku o Te Ika iwi continue to assert they are customary owners of Te Oneroa-a-Tōhē. This redress will not affect the ability of Te Hiku o Te Ika iwi to make applications for recognition of protected customary rights or of customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

SHARED PRINCIPLES

5.9 NgāiTakoto, Te Rarawa, Te Aupōuri, Ngāti Kuri and the Crown have negotiated the framework for Te Oneroa-a-Tōhē in good faith based on their respective commitments to each other. NgāiTakoto, Te Rarawa, Te Aupōuri, Ngāti Kuri, the Northland Regional Council and the Far North District Council are committed to establishing and maintaining a positive, co-operative and enduring relationship, as envisaged by Te Tiriti o Waitangi / the Treaty of Waitangi, based on:

5.9.1 respecting the autonomy of the parties and their individual mandates, roles and responsibilities;

5.9.2 actively working together using shared knowledge and expertise;

5.9.3 co-operating in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;

5.9.4 engaging early on issues of known interest to either of the parties;

5.9.5 enabling and supporting the use of te reo and tikanga Māori; and

5.9.6 acknowledging that the parties' relationship is evolving.

5.10 The parties will endeavor to work together to resolve any issues that may arise in the application of these principles.

5.11 To avoid doubt, nothing in the provision of this redress over Te Oneroa-a-Tōhē shall be taken to recognise or confer, on any party, manawhenua over Te Oneroa-a-Tōhē.

SETTLEMENT LEGISLATION

5.12 The settlement legislation will, as noted in part 5 of the legislative matters schedule, provide as necessary for the matters set out in clauses 5.13 to 5.127.

SUMMARY OF FRAMEWORK

5.13 Te Oneroa-a-Tōhē framework consists of the following elements:

5.13.1 Te Oneroa-a-Tōhē Board;

5.13.2 appointment of hearing commissioners by the Board; and

5.13.3 the beach management plan.

TE ONEROA-A-TŌHĒ BOARD

Establishment and purpose of Te Oneroa-a-Tōhē Board

5.14 The settlement legislation will establish a statutory body called Te Oneroa-a-Tōhē Board ("**Board**").

5.15 The purpose of the Board is to provide governance and direction in order to protect and enhance the environmental, economic, social, spiritual and cultural wellbeing of Te Oneroa-a-Tōhē management area for present and future generations.

5.16 Despite the composition of the Board as described in clauses 5.28 to 5.30, the Board is deemed to be a joint committee of the Northland Regional Council and the Far North District Council within the meaning of clause 30(1) (b) of Schedule 7 of the Local Government Act 2002.

5.17 Despite Schedule 7 of the Local Government Act 2002, the Board:

5.17.1 is a permanent committee; and

5.17.2 must not be dissolved unless all appointers agree to the Board being dissolved.

5.18 The members of the Board must:

5.18.1 act in a manner so as to achieve the purpose of the Board; and

5.18.2 subject to clause 5.18.1 comply with any terms of appointment issued by the relevant appointer.

Functions of the Board

5.19 The principal function of the Board is to achieve its purpose.

5.20 In achieving its purpose, the Board will operate in a manner that:

5.20.1 is consistent with tikanga Māori;

5.20.2 acknowledges the respective authority and responsibilities of Te Hiku o Te Ika iwi, the Northland Regional Council and the Far North District Council; and

5.20.3 acknowledges the shared aspirations of Te Hiku o Te Ika iwi, the Northland Regional Council and the Far North District Council, as reflected in the shared principles set out in clause 5.9.

5.21 The specific functions of the Board are to:

5.21.1 prepare and approve a beach management plan to identify the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē management area;

5.21.2 engage with, seek advice from and provide advice to the Northland Regional Council, the Far North District Council and other beach management agencies regarding the health and wellbeing of Te Oneroa-a-Tōhē management area;

5.21.3 engage with, seek advice from and provide advice to Te Hiku o Te Ika iwi regarding the health and wellbeing of Te Oneroa-a-Tōhē management area;

5.21.4 monitor activities in and the state of Te Oneroa-a-Tōhē management area and the extent to which the purpose of the Board is being achieved including the implementation and effectiveness of the beach management plan;

5.21.5 display leadership and undertake advocacy, including liaising with the community, in order to further build the iconic status of Te Oneroa-a-Tōhē;

5.21.6 appoint members of hearing panels in relation to applications for resource consents that cover (in whole or in part) Te Oneroa-a-Tōhē management area;

5.21.7 engage and work in a collaborative manner with the joint management body for the cultural redress properties referred to as Beach sites A to D; and

5.21.8 take any other action that is considered by the Board to be appropriate to achieve the purpose of the Board.

5.22 The Board may make a reasonable request of any relevant beach management agency to:

5.22.1 provide information or advice to the Board on matters relevant to the Board's purpose and functions; and

5.22.2 provide for a representative to attend a meeting of the Board.

5.23 Where a request is made under clause 5.22:

5.23.1 where reasonably practicable, the relevant beach management agency will provide the information or advice requested under clause 5.22.1;

5.23.2 where reasonably practicable, the relevant beach management agency will comply with a request under clause 5.22.2 and that agency may determine the appropriate representative to attend any such meeting;

5.23.3 each relevant beach management agency will not be required to attend any more than four meetings in any one calendar year;

5.23.4 the Board will give a relevant beach management agency at least 10 business days' notice of any such meeting; and

5.23.5 the Board will provide a meeting agenda with any request made under clause 5.22.2.

5.24 To avoid doubt, the Board may request that any other person or entity provide information or attend a meeting of the Board.

5.25 To avoid doubt, except as provided for in clause 5.21.1, the Board has discretion to determine in any particular circumstances:

5.25.1 whether to exercise any function identified in clause 5.21; and

5.25.2 how, and to what extent, any function identified in clause 5.21 is exercised.

Capacity

5.26 The Board will have such powers as are reasonably necessary for it to carry out its functions:

5.26.1 in a manner consistent with this part 5; and

5.26.2 subject to clause 5.26.1, the local government legislation.

Procedures of the Board

5.27 Except as otherwise provided for in this part 5 and part 5 of the legislative matters schedule, the procedures of the Board are governed by the applicable provisions of the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 and Local Authorities (Members' Interests) Act 1968.

Appointment of Board members

5.28 Subject to clauses 5.121 to 5.125, the Board will consist of 10 members as follows:

5.28.1 one member appointed by Te Rūnanga o NgāiTakoto trustees;

5.28.2 one member appointed by Te Rūnanga Nui o Te Aupōuri trustees;

5.28.3 one member appointed by the Ngāti Kuri governance entity;

5.28.4 one member appointed by Te Rūnanga o Te Rarawa trustees;

5.28.5 one member appointed by the Ngāti Kahu governance entity;

5.28.6 two members appointed by the Northland Regional Council (such members to be a current councillor of that council);

5.28.7 two members appointed by the Far North District Council (such members to be a current Mayor or councillor of that council); and

5.28.8 one member appointed by the Te Hiku Community Board (such member not necessarily being a member of that community board)

(each organisation being an **"appointer"**).

5.29 If the Board consists of eight members, those members will be as follows:

5.29.1 four members appointed by iwi appointers (being iwi that have either settled or are participating on an interim basis);

5.29.2 two members appointed by the Northland Regional Council; and

5.29.3 two members appointed by the Far North District Council.

5.30 If the Board consists of six members, those members will be as follows:

5.30.1 three members appointed by iwi appointers (being iwi that have either settled or are participating on an interim basis); and

5.30.2 three members appointed by the Northland Regional Council and the Far North District Council.

5.31 Members of the Board:

5.31.1 are appointed for a term of three years, unless the member resigns or is discharged by an appointer during that term; and

5.31.2 may be reappointed or discharged by and at the sole discretion of the relevant appointer.

5.32 In appointing members to the Board, appointers:

5.32.1 in the case of the iwi appointers, must be satisfied that the person has the mana, skills, knowledge or experience to:

(a) participate effectively in the Board; and

(b) contribute to the achievement of the purpose of the Board;

5.32.2 in the case of the other appointers, must be satisfied that the person has the skills, knowledge or experience and, where not an elected member, the community standing, to:

(a) participate effectively in the Board; and

(b) contribute to the achievement of the purpose of the Board; and

5.32.3 should have regard to any members already appointed to the Board to ensure that the membership reflects a balanced mix of skills, knowledge and experience so that the Board may best achieve its purpose.

Discharge or resignation of Board members

5.33 A member appointed by an iwi or the Te Hiku Community Board may resign by giving written notice to that person's appointer and the Board.

5.34 Where there is a vacancy on the Board:

5.34.1 the relevant appointer will fill that vacancy as soon as is reasonably practicable; and

5.34.2 any such vacancy does not prevent the Board from continuing to discharge its functions.

5.35 To avoid doubt, members of the Board who are appointed by iwi or the Community Board are not, by virtue of that membership, members of a local authority.

Process for dealing with concerns over the performance of a Board member

5.36 Where the Board considers that a member of the Board has acted or is acting in a manner that is not in the best interests of the Board:

5.36.1 the Board may decide to give notice ("**Board's notice**") to the appointer of the Board member in question ("**relevant appointer**");

5.36.2 a decision under clause 5.36.1 must be made by a majority of 70% of the members present and voting at a meeting of the Board;

5.36.3 a notice under clause 5.36.1 must set out the matters that form the basis of the Board's concerns;

5.36.4 a copy of the Board's notice must be given to the Board member in question on the same business day as that notice is given to the relevant appointer;

5.36.5 upon receiving the Board's notice, the relevant appointer may give notice to the Board seeking clarification of any matters relating to the Board's notice; and

5.36.6 the Board will provide clarification of any matters that are the subject of a request under clause 5.36.5.

5.37 Upon receiving the Board's notice, or any clarification under clause 5.36.6, whichever is the later ("**investigation date**"):

5.37.1 the relevant appointer will undertake an investigation of the matters set out in the Board's notice and will prepare a preliminary report;

5.37.2 the investigation and the preliminary report referred to in clause 5.37.1 must be completed within 15 business days after the investigation date;

5.37.3 within 20 business days after the investigation date, the Board, or a subcommittee of the Board, will meet with the relevant appointer to discuss the preliminary report; and

5.37.4 within five business days after the meeting referred to in clause 5.37.3, the relevant appointer will give notice to the Board and the member in question of the relevant appointer's decision.

5.38 If the relevant appointer's decision is that the member in question should be discharged, the relevant appointer will immediately discharge that member, and will appoint another member as soon as is reasonably practicable.

5.39 If the relevant appointer's decision is that the circumstances do not justify the discharge of the member in question, the relevant appointer is not required to take any further action.

Chair and Deputy Chair

5.40 At the first meeting of the Board the iwi members will appoint a member of the Board as Chair.

5.41 The decision under clause 5.40 will be by simple majority of those iwi members present and voting at that meeting.

5.42 The Chair:

5.42.1 is appointed for a term of three years unless the Chair resigns during that term; and

5.42.2 may be reappointed as the Chair by the iwi members.

5.43 At its first meeting the Board will appoint a member of the Board as Deputy Chair.

5.44 The Deputy Chair:

5.44.1 is appointed for a term of three years, unless the Deputy Chair resigns during that term; and

5.44.2 may be reappointed by the Board.

Standing orders

5.45 The Board will at its first meeting adopt a set of standing orders for the operation of the Board, and may amend those standing orders from time to time.

5.46 The standing orders of the Board must not contravene:

5.46.1 this part 5;

5.46.2 tikanga Māori; or

5.46.3 subject to compliance with this part 5 or part 5 of the legislative matters schedule, the Local Government Act 2002, Local Government Official Information and Meetings Act 1987 or any other Act.

5.47 A member of the Board must comply with the standing orders of the Board, as amended from time to time by the Board.

Meetings of the Board

5.48 The Board will:

5.48.1 at its first meeting agree a schedule of meetings that will allow the Board to achieve its purpose and properly discharge its functions; and

5.48.2 review that meeting schedule on a regular basis to ensure that it is sufficient to allow the Board to achieve its purpose and properly discharge its functions.

5.49 The quorum for a meeting of the Board is not less than five members, made up as follows:

5.49.1 at least two of the members appointed by the iwi appointers;

5.49.2 at least two of the members appointed by the local authority and the Community Board appointers; and

5.49.3 in addition to the members identified in clauses 5.49.1 and 5.49.2, the Chair or Deputy Chair.

Decision-making

5.50 The decisions of the Board must be made by vote at a meeting.

5.51 When making a decision the Board:

5.51.1 will strive to achieve consensus among its members; but

5.51.2 if, in the opinion of the Chair, consensus is not practicable after reasonable discussion, a decision of the Board may be made by a minimum of 70 percent majority of those members present and voting at a meeting of the Board.

5.52 The Chair and the Deputy Chair of the Board may vote on any matter but do not have casting votes.

5.53 The members of the Board must approach decision-making in a manner that:

5.53.1 is consistent with, and reflects, the purpose of the Board; and

5.53.2 acknowledges as appropriate the interests of iwi in particular parts of Te Oneroa-a-Tōhē.

Declaration of interest

5.54 A member of the Board is required to disclose any actual or potential interest in a matter to the Board.

5.55 The Board will maintain an interests register and will record any actual or potential interests that are disclosed to the Board.

5.56 A member of the Board is not precluded by the Local Authorities (Members' Interests) Act 1968 from discussing or voting on a matter:

5.56.1 merely because the member is affiliated to an iwi or hapū that has customary interests over Te Oneroa-a-Tōhē management area; or

5.56.2 merely because the economic, social, cultural, and spiritual values of any iwi or hapū and their relationships with the Board are advanced by or reflected in:

(a) the subject matter under consideration;

(b) any decision by or recommendation of the Board; or

(c) participation in the matter by the member.

5.57 To avoid doubt, the affiliation of a member of the Board to an iwi or hapū that has customary interests over Te Oneroa-a-Tōhē management area is not an interest that must be disclosed or recorded under clauses 5.54 or 5.55.

5.58 In clauses 5.54 to 5.60, **matter** means:

5.58.1 the Board's performance of its functions or exercise of its powers; or

5.58.2 an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by the Board.

5.59 A member of the Board has an actual or potential interest in a matter, in terms of clauses 5.54 to 5.60, if he or she:

5.59.1 may derive a financial benefit from the matter; or

5.59.2 is the spouse, civil union partner, de facto partner, child or parent of a person who may derive a financial benefit from the matter; or

5.59.3 may have a financial interest in a person to whom the matter relates; or

5.59.4 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or

5.59.5 is otherwise directly or indirectly interested in the matter.

5.60 However, a person is not interested in a matter if his or her interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities as a member of the Board.

Reporting and review

5.61 The Board will report on an annual basis to the appointers.

5.62 The report referred to in clause 5.61 will:

5.62.1 describe the activities of the Board over the preceding 12 months; and

5.62.2 explain how these activities are relevant to the Board's purpose and functions.

5.63 The appointers will commence a review of the performance of the Board, including of the extent that the purpose of the Board is being achieved and the functions of the Board are being effectively discharged, on the date that is three years after the Board's first meeting.

5.64 The appointers may undertake any subsequent review of the performance of the Board at any time agreed between all of the appointers.

5.65 Following any review of the Board under clauses 5.63 or 5.64, the appointers may make recommendations to the Board on any relevant matter arising out of that review.

Administrative and technical support of Board

5.66 On the commencement date referred to in clause 5.120, the Crown will provide to the Board:

5.66.1 $150,000 to support the initial operation of the Board; and

5.66.2 $250,000 to support the development of the first beach management plan.

5.67 The administrative and technical support for the Board will be provided by the Northland Regional Council and the Far North District Council.

5.68 The Northland Regional Council will:

5.68.1 hold any funds on behalf of the Board as a separate and identifiable ledger item; and

5.68.2 expend those funds as directed by the Board.

Appointment of commissioners

5.69 Te Hiku o Te Ika iwi, Northland Regional Council and Far North District Council will no later than three months after the introduction of the third settlement bill:

5.69.1 develop a set of criteria for the appointment of hearing commissioners (such criteria to include a requirement that a commissioner be accredited) in relation to applications for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area; and

5.69.2 in light of those criteria, develop a list of approved hearing commissioners in relation to applications for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area (**"commissioner list"**).

5.70 The Board will on an ongoing basis review and keep updated the commissioner list.

5.71 In clause 5.69 **"accredited"** has the same meaning as set out in section 2 of the Resource Management Act 1991.

5.72 Where the Northland Regional Council intends to appoint a hearing panel in relation to an application for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area:

5.72.1 the Northland Regional Council must give notice to the Board of such intention;

5.72.2 the members of the Board appointed by the iwi appointers will, no later than 15 business days after receiving notice under clause 5.72.1, appoint up to half of the members of the hearing panel from the commissioner list;

5.72.3 the members of the Board appointed by the Northland Regional Council will appoint up to half of the members of the hearing panel from the commissioner list;

5.72.4 the members of the Board appointed by the Northland Regional Council will appoint a Chair of the hearing panel from one of the members appointed under clauses 5.72.2 or 5.72.3; and

5.72.5 the Board may waive the rights under clauses 5.72.2 to 5.72.4 by giving notice to the Northland Regional Council.

5.73 If the members of the Board appointed by the iwi appointers have not appointed commissioners by the expiry of the 15 business day period referred to in clause 5.72.2:

5.73.1 the Northland Regional Council will appoint those commissioners that would have been appointed by the iwi members; and

5.73.2 the appointments under clause 5.73.1 must be made from the commissioner list.

5.74 Where the Far North District Council intends to appoint a hearing panel in relation to an application for resource consent (in whole or in part) in Te Oneroa-a-Tōhē management area:

5.74.1 the Far North District Council must give notice to the Board of such intention;

5.74.2 the members of the Board appointed by the iwi appointers will, no later than 15 business days after receiving notice under clause 5.74.1, appoint up to half of the members of the hearing panel from the commissioner list;

5.74.3 the members of the Board appointed by the Far North District Council will appoint up to half of the members of the hearing panel from the commissioner list;

5.74.4 the members of the Board appointed by the Far North District Council will appoint a Chair of the hearing panel from one of the members appointed under clauses 5.74.2 or 5.74.3; and

5.74.5 the Board may waive the rights under clauses 5.74.2 to 5.74.4 by giving notice to the Far North District Council.

5.75 If the members of the Board appointed by the iwi appointers have not appointed commissioners by the expiry of the 15 business day period referred to in clause 5.74.2:

5.75.1 the Far North District Council will appoint those commissioners that would have been appointed by the iwi members; and

5.75.2 the appointments under clause 5.75.1 must be made from the commissioner list.

Provision of applications for resource consent

5.76 The Northland Regional Council and the Far North District Council will provide to the Board copies or summaries of applications for resource consent that are within (in whole or in part), adjacent to or directly affecting Te Oneroa-a-Tōhē management area.

5.77 The Board will provide to the Northland Regional Council and the Far North District Council guidelines on the nature of information to be provided under clause 5.76, including:

5.77.1 whether copies or summaries of applications for resource consents are to be provided to the Board;

5.77.2 whether there are certain types of applications for which copies or summaries do not have to be provided; and

5.77.3 the timing of the provision of copies or summaries of applications to the Board.

Sub-committee for beach sites A to D

5.78 There will be a sub-committee of the Board specifically to deal with the preparation and approval of that part of the beach management plan referred to in clause 5.84

5.79 The members of that sub-committee will be those members of the Board appointed by Te Hiku o Te Ika iwi.

THE BEACH MANAGEMENT PLAN

Purpose and scope of the beach management plan

5.80 The Board will prepare and approve the beach management plan in accordance with the process set out in clauses 5.98 to 5.113.

5.81 The purpose of the beach management plan is to:

5.81.1 identify the vision, objectives and desired outcomes for Te Oneroa-a-Tōhē;

5.81.2 provide direction to decision makers where decisions are being made in relation to Te Oneroa-a-Tōhē; and

5.81.3 convey the Board's aspirations for the care and management of Te Oneroa-a-Tōhē, in particular in relation the priority areas identified in clause 5.82.

5.82 The beach management plan will address the following three priority areas:

5.82.1 protecting and preserving Te Oneroa-a-Tōhē from inappropriate use and development, and ensuring that the resources of Te Oneroa-a-Tōhē are preserved and enhanced for present and future generations;

5.82.2 recognising the importance of Te Oneroa-a-Tōhē as a food basket for Te Hiku o Te Ika iwi including ensuring ongoing access to the food basket; and

5.82.3 recognising and providing for the spiritual, cultural and historical relationship of Te Hiku o Te Ika iwi with Te Oneroa-a-Tōhē.

5.83 The beach management plan may also address other areas that the Board considers relevant to the purpose of that plan.

5.84 The beach management plan must include a specific section in relation to beach sites A to D which addresses the matters set out in section 41(3) of the Reserves Act 1977.

5.85 The section of the beach management plan referred to in clause 5.84 will be deemed to be the management plan under section 41 of the Reserves Act 1977 for beach sites A to D.

Effect on Resource Management Act 1991 planning documents

5.86 In preparing, reviewing, varying or changing a relevant RMA planning document, a local authority will recognise and provide for the vision, objectives and desired outcomes in the beach management plan.

5.87 The obligation under clause 5.86 applies each time that a local authority prepares, reviews, varies or changes a relevant RMA planning document.

5.88 Until such time as the obligation under clause 5.86 is complied with, where a consent authority is processing or making a decision on an application for resource consent in Te Oneroa-a-Tōhē management area, that consent authority will have regard to the beach management plan.

5.89 The obligations under clauses 5.86 to 5.88 apply only to the extent that:

5.89.1 the contents of the beach management plan relate to the resource management issues of the region or district; and

5.89.2 recognising and providing for or having regard to (as the case may be) the beach management plan is consistent with the purpose of the Resource Management Act 1991.

5.90 To avoid doubt, the obligations under clauses 5.85 to 5.87 must be carried out in accordance with the requirements and procedures in Part 5 and Schedule 1 of the RMA.

Effect on conservation planning documents

5.91 In preparing a conservation management strategy that is relevant to Te Oneroa-a-Tōhē management area, the Director-General and Te Hiku o Te Ika iwi must have particular regard to any vision, objectives and desired outcomes contained in the beach management plan.

5.92 The Director-General and Te Hiku o Te Ika iwi must comply with clause 5.91 each time that they prepare a conservation management strategy that is relevant to Te Oneroa-a-Tōhē management area.

5.93 Until such time as the obligation under clause 5.91 is complied with, where a person is reviewing, preparing, or changing a relevant conservation management plan, that person will have particular regard to any vision, objectives or desired outcomes contained in the beach management plan.

5.94 The obligations under clauses 5.91 to 5.93 apply only to the extent that:

5.94.1 the vision, objectives and desired outcomes contained in the beach management plan relate to the conservation issues of the area; and

5.94.2 having particular regard to the vision, objectives and desired outcomes contained in the beach management plan is consistent with the purpose of the Conservation Act 1987.

5.95 To avoid doubt, the obligations under clauses 5.91 to 5.93 must be carried out in accordance with the requirements and procedures in Part 3A of the Conservation Act 1987.

Effect on fisheries processes

5.96 The parties acknowledge that:

5.96.1 the beach management plan will influence relevant RMA planning documents and conservation planning documents; and

5.96.2 under section 11 of the Fisheries Act 1996, the Minister for Primary Industries is required to have regard to regional policy statements and regional plans under the RMA, and conservation management strategies and conservation management plans under the Conservation Act 1987 before setting or varying any sustainability measures.

Effect on Local Government Act 2002

5.97 A local authority must take into account the beach management plan when making any decision under the Local Government Act 2002, to the extent that the content of that plan has a bearing on local government issues in Te Oneroa-a-Tōhē management area.

Preparation of draft beach management plan

5.98 The following process applies to the preparation of the draft beach management plan:

5.98.1 the Board will commence the preparation of the draft beach management plan no later than three months after the first meeting of the Board;

5.98.2 the Board will meet to discuss and commence the preparation of the draft beach management plan; and

5.98.3 the Board may consult and seek comment from appropriate persons and organisations on the preparation of the draft beach management plan.

5.99 In preparing a draft beach management plan:

5.99.1 the Board must ensure that the contents of the draft beach management plan are consistent with the purpose of and priority areas for that plan as set out in clauses 5.81 and 5.82;

5.99.2 the Board must consider and document the potential alternatives to, and the potential benefits and costs of, the matters provided for in the draft beach management plan; and

5.99.3 the obligations under clauses 5.99.1 and 5.99.2 apply only to the extent that is relative to the nature and contents of the beach management plan.

Notification and submissions on draft beach management plan

5.100 When the Board has prepared the draft beach management plan, but no later than two years after its first meeting, the Board:

5.100.1 must notify it by giving public notice;

5.100.2 may notify it by any other means that the Board thinks appropriate; and

5.100.3 must ensure that the draft beach management plan and any other document that the Board considers relevant are available for public inspection.

5.101 The public notice must:

5.101.1 state that the draft beach management plan is available for inspection at the places and times specified in the notice; and

5.101.2 state that interested persons or organisations may lodge submissions on the draft beach management plan:

(a) with the Board;

(b) at the place specified in the notice; and

(c) before the date specified in the notice; and

5.101.3 invite persons to state in their submission whether they wish to be heard in person in support of their submission.

5.102 The date for the lodging submissions specified in the notice under clause 5.101.2(c) must be at least 20 business days after the date of the publication of the notice.

5.103 Any person or organisation may make a written or electronic submission on the draft beach management plan in the manner described in the public notice.

5.104 The Board will prepare and make publicly available prior to the hearing a summary of submissions report.

5.105 Where a person requests to be heard in support of their submission:

5.105.1 the Board must give at least 10 business days' notice to the person of the date and time at which they will be heard; and

5.105.2 hold a hearing for that purpose.

Approval of beach management plan

5.106 The Board must consider any written or oral submissions, to the extent that those submissions are consistent with the purpose of the beach management plan, and may amend that draft plan.

5.107 The Board must then approve the beach management plan.

5.108 The Board:

5.108.1 must notify the beach management plan by giving public notice; and

5.108.2 may notify the beach management plan by any other means that the Board thinks appropriate.

5.109 At the time of giving public notice of the approved beach management plan under clause 5.108, the Board will also make available a decision report that identifies how submissions were considered and dealt with by the Board.

5.110 The public notice must:

5.110.1 state where the beach management plan is available for public inspection; and

5.110.2 state when the beach management plan comes into force.

5.111 The beach management plan:

5.111.1 must be available for public inspection at the local offices of the relevant local authorities and appropriate agencies; and

5.111.2 comes into force on the date specified in the public notice.

5.112 The Board may request from the Northland Regional Council and/or the Far North District Council reports or advice to assist in the preparation or approval of the beach management plan.

5.113 The relevant local authority will comply with a request under clause 5.112 where it is reasonably practicable to do so.

Review of, and amendments to, the beach management plan

5.114 The Board will commence a review of the beach management plan:

5.114.1 no later than 10 years after the approval of the first beach management plan; and

5.114.2 no later than 10 years after the completion of the previous review.

5.115 If the Board considers as a result of a review that the beach management plan should be amended in a material manner, the amendment must be prepared and approved in accordance with clauses 5.98 to 5.113.

5.116 If the Board considers the beach management plan should be amended in a manner that is of minor effect, the amendment may be approved under clause 5.107, and the Board must comply with clauses 5.108 to 5.111.

Recognition of historical and cultural association

5.117 The Crown has agreed to pay $137,500 to NgāiTakoto on settlement date in recognition of historical and cultural associations of NgāiTakoto with Te Oneroa-a-Tōhē.

5.118 The payment under clause 5.117 will be made by the Crown directly to the Te Hiku o Te Ika Development Trust.

5.119 The Te Hiku o Te Ika Development Trust will apply the payment under clause 5.117 for the purposes of:

5.119.1 the installation of interpretative signs;

5.119.2 the raising of pouwhenua at Waipapakauri; and

5.119.3 regeneration activities along Te Oneroa-a-Tōhē and Te Ara Wairua.

COMMENCEMENT OF TE ONEROA-A-TŌHĒ REDRESS

5.120 The commencement date for the Te Oneroa-a-Tōhē redress is the settlement date specified in the third settlement Act in time enacted to settle the historical claims of one of Te Hiku o Te Ika iwi (**"third settlement Act"**).

INTERIM PARTICIPATION OF REMAINING IWI IN TE ONEROA-A-TŌHĒ REDRESS

5.121 In clauses 5.122 to 5.125 **"remaining iwi"** means where settlement legislation has been enacted for at least three of Te Aupōuri, Te Rarawa, Ngāti Kuri, NgāiTakoto or Ngāti Kahu, any iwi for which settlement legislation has not yet been enacted.

5.122 On the settlement date under the third settlement Act, the Minister for Treaty of Waitangi Negotiations must give notice inviting each of the remaining iwi to participate in the Te Oneroa-a-Tōhē redress on an interim basis.

5.123 The notice referred to in clause 5.122 must:

5.123.1 be given to the trustees of the post governance settlement entity for each of the remaining iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and

5.123.2 specify:

(a) any conditions that must be satisfied before each of the remaining iwi may participate in the Te Oneroa-a-Tōhē redress on an interim basis, including a condition that mandated representatives have been appointed to represent that iwi; and

(b) any conditions of such participation.

5.124 Once the Minister for Treaty of Waitangi Negotiations is satisfied that a remaining iwi has satisfied the conditions specified in the notice under clause 5.123, the Minister must give notice in writing to that remaining iwi and other Te Hiku o Te Ika iwi stating the date upon which that remaining iwi will participate in the Te Oneroa-a-Tōhē redress on an interim basis.

5.125 To avoid doubt:

5.125.1 if any conditions referred to in clause 5.123.2 are breached, the Minister for Treaty of Waitangi Negotiations may by notice in writing revoke the interim participation of a remaining iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

5.125.2 the interim participation by a remaining iwi will cease on the settlement date specified in the settlement legislation to settle the historical Treaty claims of that iwi.

Central and South Conservation Areas

5.126 The settlement legislation will provide that:

5.126.1 any part of the Central and South Conservation Areas (shown marked blue on the plan in part 6 of the attachments) below mean high water springs, ceases to be a conservation area under the Conservation Act 1987; and

5.126.2 to avoid doubt, any part of the Central and South Conservation Areas below mean high water springs forms part of the common marine and coastal area.

Definitions

5.127 In this part:

5.127.1 **beach management agencies** means the Environmental Protection Authority and the Ministry of Business, Innovation and Employment;

5.127.2 **iwi members** means the members of the Board that are appointed under clauses 5.28;

5.127.3 **relevant RMA planning document** means a regional policy statement, regional plan, district plan or proposed plan (as those terms are defined in sections 43AA and 43AAC of the Resource Management Act 1991) that applies to Te Oneroa-a-Tōhē management area;

5.127.4 **local government legislation** means the Local Government Act 2002, Local Government Act 1974, Local Government Official Information and Meetings Act 1987 and the Local Authorities (Members' Interests) Act 1968;

5.127.5 **Te Oneroa-a-Tōhē management area** means:

(a) the area set out on the plan in part 5 of the attachments, including:

(i) the marine and coastal area; and

(ii) beach sites A to D being vested in Te Hiku o Te Ika iwi subject to scenic reserve status; and

(b) any other area adjacent to or in the vicinity of the area identified in clause 5.127.5(a) with the agreement of:

(i) the Board; and

(ii) the relevant owner or administrator of that land; and

5.127.6 **Te Oneroa-a-Tōhē redress** means the redress set out in this part 5.

6 CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAIAO - KOROWAI FOR ENHANCED CONSERVATION

KO TE MANAWHENUA / MANAWHENUA STATEMENT

Ko Ranginui e tū iho nei hei tuanui mō te ao,

Ko Papatūānuku e takoto nei hei whāriki mō te rangi

Ka puta, ka ora ki ngā mumu tai, ki ngā whenua wawā, ā rāua tini uri whakaheke e kōwhaiwhai haere nei i te ao

The nature of Manawhenua

Ranginui extends above us as a canopy over the world

Papatūānuku stretches out below, a platform for the heavens

They are adorned with an interwoven tapestry of the myriad descendants, born and reborn, and dispersed amongst the murmuring waters and recesses throughout the scattered lands and oceans of Rangi and Papa.

Ko Tāne-te-waiora ko Tāne-te-pēpeke, ko Tāne-nui-a-rangi, ko Tāne-te-orooro, ko Tāne-mahuta i whakarite i te wehenga ake o ōna mātua kia puta ai ki te ao mārama.

He tapu anō te ira atua i whakatōngia e Tāne ki roto i tāna i hanga ai ki tāna i moe ai. Ka tiakina te mana atua i roto i te whare tangata, kia mau tonu ai te tapu o te tangata.

Nā Tāne anō ngā rākau me ngā manu - a Raupō, a Kīwī, a Rupe mā, me te tini o Te Wao Nui ā, marere noa ki ngā takutai moana, ki ngā tini a Tangaroa. Ko te tangi a te mātui, "tūī, tutuiā" - te rangi ki te whenua, te whenua ki te rangi. Ka puta ki te whei ao, ki te ao mārama, tihei wā mauriora!

It was Tāne-te-waiora, Tāne-te-pēpeke, Tāne-te-orooro, Tāne-whakapiripiri, Tāne-mahuta, Tāne-nui-a-Rangi who instigated the separation of his parents, bringing about the emergence into the World of Light and understanding.

Through the act of conception, Tāne introduced his godliness to those that he created and an aspect of his divinity to those with whom he procreated. The womb transmits and protects this sacred authority maintaining the sanctity of the holistic person.

From Tāne also descended Rākau, Raupō, Kiwi, Rupe and the multitudes of progeny from the mountains to the great forests and unto the oceans. The sky is woven into the land and the land to the sky from whence emerged the world of light, bringing forth the spirit essence of all living things.

Ko Tūmatauenga anō tētahi o ngā tama a Ranginui rāua ko Papatūānuku. He atua koi, he atua māia, he kaitaki, he toa. Ko ōna hoa ko te taua, ko tana mahi he karawhiu i runga i te marae ātea me te pakanga.. Nā tēnei atua, nā Tūmatauenga ka puta ko āna uri - te tini me te mano o ngā tāngata e tūtū haere nei ki runga i te mata o te whenua.

Tūmatauenga - another son of Ranginui and Papatūānuku, was astute and brave, an industrious leader and the ultimate warrior. His constant companions are strife and war; he convenes the arena of conflict and the field of battle. The progeny of Tūmatauenga include all the people who live and occupy the face of the earth.

He uri whakatupu tātou nō ngā kāwai atua o te ao. He mea paihere ngā uri a Tāne rāua ko Tūmatauenga, ki ngā whakapapa atua tātai noa ki te ao.

As descendents of the gods and the progeny of Tāne and Tūmatauenga, we are enmeshed within the genealogies of the pantheon of elemental deities that form the environment.

Koia e meatia nei, kia kōrerotia ana te mana o ngā ngahere, ngā whenua me ngā papamoana o Te Hiku o Te Ika, kia maumahara te tangata e honohono ana te mauri o ngā mea katoa.

We speak here of our authority over the lands, forests and oceans of Te Hiku o Te Ika, as the spirit of all things is connected, empowering our ability to speak as guardians of the land, forests and seas, in the pursuit of all that we desire.

Ka mutu, i konei anō mātou e noho ana hei kaitiaki i te taiao, hei kaitaurima i te mauri o ngā tapuwae ā-nuku o ō mātou tūpuna. Nā rātou ngā kōrero i waiho, i tapa hoki ngā ingoa i honohono ai ngā tātai katoa o te ao tūroa. Kua riro iho i a mātou Ngā Kete o Te Wānanga i tīkina ake rā e Tāne kia whai māramatanga ai te ira tangata. Nāna anō te wairua mārama me ngā āhuatanga whakamīharo o te ira atua i whakatō ki roto i ana uri e tū nei hei tangata whenua tūturu mō Te Hiku o Te Ika a Māui Tikitiki a Taranga ā, puta noa i Aotearoa. Nō muri mai ka tae mai a Kupe, a Pōhurihanga, a Tamatea, a Nukutawhiti, a Ruanui, a Puhi, a Tūmoana, i ruirui haere ai i te kākano mai i Rangiātea, kia kore ai mātou e ngaro.

We have lived here since time immemorial, as guardians of the environment, fostering the spirits, treading in the footprints of our ancestors who bestowed names between the land and the sky, and laid down a celestial template that encompasses all of nature. Tāne bequeathed to us the Baskets of Knowledge to provide his descendants with an understanding enabling us to exercise power, authority and responsibility. Tāne created his progeny with the attributes of the gods and imbued them with a divine element. These descendants exist now as the indigenous people of Te Hiku o Te Ika a Māui Tikitiki a Taranga and Aotearoa. From the time of the arrival of Kupe, Pōhurihanga, Tamatea, Nukutawhiti, Ruanui, Puhi and Tūmoana, they sowed the sacred seed brought from Rangiātea ensuring our ongoing existence.

Ko tōku mana, ko tōku reo Māori ngā kaiwhakamārama i tōku mātauranga ki te taiao, rere ki uta, rere ki tai ā, taiāwhiowhio noa Ko mātou tonu te hunga tiaki i ngā mahi tapu a ō mātou tūpuna. Kei te ture Kāwana te kawenga ki te whakatairanga i ngā tikanga a te Māori kia hīkina ake te mana o te iwi me ōna hapū hei kaitiaki kia whakatutuki i te mana tapu kia taurima tonu ai te Wao Nui a Tāne i Te Hiku o te Ika.

My innate authority and my language illuminate my inherited knowledge and responsibility for the environment, from the centre of the land to the oceans and the atmosphere. We are the original occupants and contemporary guardians of those tasks sacred to our ancestors. It is appropriate for Government to acknowledge, respect and support our inherited role, knowledge and practices as the core of conservation management in New Zealand. Better equipped and more empowered iwi and hapū as kaitiaki, introduces an immense additional resource in the management of the great domains of Tāne, and his siblings in Te Hiku o Te Ika.

He kawenata hou tēnei tauākī manawhenua hei whakapai ake i ngā mahi whakahaere o aua whenua mā te mahi ngātahi i ngā whenua kei roto i ngā ringaringa o Te Papa Atawhai me ngā

hapū, iwi hoki o Te Hiku o Te Ika. Mā tēnei whakaritenga hou ka uru ngā whakaaro Māori, ngā tikanga Māori me ngā tāngata Māori ki roto i ngā mahi a Te Papa Atawhai - mai i te rangatira teitei, te Minita ā, tae noa ki te Tari ā-Rohe. Kua whakaae mai te Kāwanatanga me mātou ki te whai ngākau hou mō te oranga tonutanga i ngā whenua me ngā papamoana o Te Hiku o Te Ika.

Tūturu whakamaua kia tina, hui e, tāiki e!

This is a new covenant setting out a collaborative working arrangement with the iwi and hapū of Te Hiku o Te Ika on their ancestral lands, even though these lands are yet held by the Department of Conservation. This is a new concept that allows for Māori perspectives, practices and people to pervade the workings of the Department of Conservation - from the Minister to the Regional Conservancy. We have together acknowledged iwi manawhenua and a need to begin with new heart to ensure the ongoing sustainability of our lands and our oceans within Te Hiku o Te Ika.

Hold fast and make permanent! Let us come together!

Kaupapa Tuku Iho/Inherited Values Underpinning Manawhenua

1. Every action or activity of Te Hiku o Te Ika iwi is sourced in values inherited from tūpuna Māori (and other ancestors in various ways) - called Kaupapa Tuku Iho.

2. The Kaupapa Tuku Iho will give life to the Manawhenua Statement.

3. The Kaupapa Tuku Iho, are:

   (a) Manaakitanga: Behaviour and activities that are mana enhancing toward others including generosity, care, respect and reciprocity.

   (b) Wairuatanga/Mauri: Acknowledging and understanding the existence of Mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment.

   (c) Ūkaipōtanga: Caring and nurturing a context where Māori and others are able to contribute in ways that strengthen a sense of fulfilment and stimulation.

   (d) Whānaungatanga: Expressing relationships built on common ancestry and featuring interdependence, reciprocal obligations, support and guidance within rōpū tuku iho (iwi, hapū and whānau) and within other groups comprising people by whom genealogy is highly regarded.

   (e) Rangatiratanga: Reflecting chiefly roles and attributes, seen as "walking the talk", integrity, humility and honesty.

   (f) Kaitiakitanga: Activity of Guardianship, deriving from manawhenua, over and including natural resources, inherited taonga, other forms of wealth and communities, including Māori as a peoples and other peoples as distinctive cultural groups.

   (g) Kotahitanga: Pursuing a unity of purpose and direction where all are able and encouraged to contribute.

(h) Pūkengatanga: Processing knowledge creation, dissemination and maintenance that leads to scholarship and contributes to the mātauranga continuum of Te Kākano i ruia mai i Rangiātea.

(i) Tātai Hono: Analysing and synthesising fundamental connectivity (as in genealogy) that highlights the balancing of inter-relationships between people, between people and their heritage and between people and the world around them. Acknowledging the element of whakautu and the reciprocal responsibilities that evolve from that.

(j) Te Reo Māori: Essential to the identity and survival of Māori as a people, this inherited taonga is used to articulate Māori understanding of the world just as other cultural groups use their language to do this.

(k) Mana: Each iwi has its own mana and autonomy to operate within their respective rohe in accordance with mana whenua, mana tupuna, mana moana, and manaakitanga. Iwi authority shows commitment to developing strategies in regards to shared interests.

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BACKGROUND

6.1 For Te Hiku o Te Ika iwi, the issue of redress is underpinned by the statement of principle "riro whenua atu, hoki whenua mai" ("land which was lost must be returned").

6.2 In their Treaty settlement negotiations with the Crown, Te Hiku o Te Ika iwi were concerned to achieve a level of redress which satisfies the mana and integrity of Te Hiku o Te Ika iwi and their affiliated hapū, whānau and marae. Te Hiku o Te Ika iwi were concerned that adequate provision was made to recognise the interests of Te Hiku o Te Ika iwi in conservation land. These lands form the mountains, rivers and significant places of Te Hiku o Te Ika iwi ancestors.

6.3 The approach of Te Hiku o Te Ika iwi stems from the grievance that the iwi feel with respect to Crown processes that over time resulted in the separation of tangata whenua from their whenua. The Waitangi Tribunal underlined this fact in its 1997 Muriwhenua Land Report.

6.4 Te Hiku o Te Ika iwi initially sought all conservation land to be vested in them. The Crown agreed to vest some areas of conservation land in the iwi and also to enter into a co-governance arrangement over all remaining conservation land — the korowai for enhanced conservation.

6.5 The korowai has been co-created by Te Hiku o Te Ika iwi and the Crown to reflect both the significance of conservation land and conservation taonga to Te Hiku o Te Ika iwi and also to the wider public.

6.6 The korowai reconnects Te Hiku o Te Ika iwi to the governance of all areas of conservation land in Te Hiku o Te Ika.

6.7 Te Hiku o Te Ika iwi and the Crown conceptualise conservation from different perspectives and origins. The korowai provides one way for Te Hiku o Te Ika iwi to exercise kaitiakitianga to inform the management of conservation land. The korowai recognises these different perspectives and seeks a path where the ongoing and evolving future relationship is founded on a shared respect for conservation.

SETTLEMENT LEGISLATION

6.8 The settlement legislation will, give effect to as necessary the matters set out in this part and Appendices One, Three and Four to this part.

SUMMARY OF THE KOROWAI

6.9 The korowai for enhanced conservation is a mechanism that:

6.9.1 supports the current conservation regime as a cloak or "korowai" of conservation practices in Te Hiku o Te Ika, including local hapū participation in conservation;

6.9.2 provides for the Department of Conservation and Te Hiku o Te Ika iwi to work together to enhance conservation in Te Hiku o Te Ika; and

6.9.3 consists of the following elements:

(a) manawhenua statement;

(b) background, summary and shared relationship principles;

(c) Te Hiku o Te Ika Conservation Board;

(d) Te Hiku o Te Ika Conservation Management Strategy;

(e) engagement with the New Zealand Conservation Authority;

(f) engagement with the Minister of Conservation;

(g) decision-making framework;

(h) transfer to iwi of specific decision-making functions;

(i) access to customary materials;

(j) wāhi tapu framework;

(k) Te Rerenga Wairua; and

(l) relationship and operational matters

(the "**korowai**").

SHARED RELATIONSHIP PRINCIPLES

6.10 The parties are committed to establishing, maintaining and strengthening their positive, co-operative and enduring relationships. The following mutually agreed general relationship principles guide relationships between Te Hiku o Te Ika iwi and the Crown under the korowai following the settlement of historic Treaty grievances:

6.10.1 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi;

6.10.2 respect the autonomy of the parties and their individual mandates, roles and responsibilities;

6.10.3 actively work together using shared knowledge and expertise;

6.10.4 co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;

6.10.5 engage early on issues of known interest to either of the parties;

6.10.6 enable and support the use of te reo and tikanga Māori; and

6.10.7 acknowledge that the parties' relationship is evolving.

6.11 The korowai will also be guided by the following principles that relate specifically to conservation:

6.11.1 promote and support conservation values;

6.11.2 ensure public access to conservation land;

6.11.3 acknowledge the Kaupapa Tuku Iho/inherited values underpinning manawhenua as set out in the manawhenua statement;

6.11.4 support a conservation ethos by:

(a) integrating an indigenous perspective; and

(b) enhancing a national identity;

6.11.5 recognise and acknowledge the role and value of the cultural practices of local hapū in conservation management; and

6.11.6 recognise the full range of public interests in conservation land and taonga.

TE HIKU O TE IKA CONSERVATION BOARD

6.12 The settlement legislation will establish a new conservation board for Te Hiku o Te Ika ("**Te Hiku o Te Ika Conservation Board**").

6.13 The area covered by the Te Hiku o Te Ika Conservation Board will be the korowai area.

6.14 The Te Hiku o Te Ika Conservation Board will:

6.14.1 be established as if that board was established under section 6L of the Conservation Act 1987; and

6.14.2 will have the status of a conservation board under that Act.

6.15 The role of the Te Hiku o Te Ika Conservation Board will be to carry out those functions specified in section 6M of the Conservation Act 1987.

6.16 The Northland Conservation Board will have no jurisdiction over the korowai area from the commencement date referred to in clause 6.135.

Appointment of Board Members

6.17 Subject to clauses 6.136 to 6.140 the Te Hiku o Te Ika Conservation Board will consist of 10 members as follows:

6.17.1 one member appointed by the Minister on the nomination of Te Rūnanga o NgāiTakoto trustees;

6.17.2 one member appointed by the Minister on the nomination of Te Rūnanga Nui trustees on behalf of Te Aupōuri;

6.17.3 one member appointed by the Minister on the nomination of the Ngāti Kuri governance entity;

6.17.4 one member appointed by the Minister on the nomination of Te Rūnanga o Te Rarawa;

6.17.5 one member appointed by the Minister on the nomination of the Ngāti Kahu governance entity; and

6.17.6 five members appointed by the Minister.

6.18 When appointing a member under clauses 6.17.1 to 6.17.5:

6.18.1 the Minister may only appoint a person who has been nominated by the relevant governance entity; and

6.18.2 if the Minister is concerned as to the ability of a person who is nominated by a governance entity to properly discharge the obligations of a Conservation Board member, the Minister will:

(a) inform the governance entity of those concerns;

(b) seek to resolve those concerns through discussion with the governance entity;

(c) if those concerns are not resolved seek an alternate nomination from the governance entity;

(d) if necessary, continue the process set out in clauses 6.18.2(a) to (c) until the Minister has received an acceptable nomination from the governance entity; and

(e) appoint a member once the Minister has received an acceptable nomination from the governance entity.

6.19 The Minister will remove a member of the Te Hiku o Te Ika Conservation Board who was appointed on the nomination of a governance entity if that governance entity requests the Minister to remove that member.

6.20 If the Minister is concerned that a member of the Te Hiku o Te Ika Conservation Board who was appointed on the nomination of a governance entity is unable to properly discharge his or her obligations as a conservation board member, the Minister will:

6.20.1 inform the governance entity of those concerns;

6.20.2 seek to resolve those concerns through discussion with the governance entity;

6.20.3 if those concerns are not resolved, and the Minister determines that the member is unable to properly discharge his or her obligations as a conservation board member, remove the member;

6.20.4 if clause 6.20.3 applies, seek an alternate nomination from the governance entity; and

6.20.5 if clauses 6.20.3 and 6.20.4 apply appoint a new member in accordance with the process set out in clause 6.18.

6.21 If Te Hiku o Te Ika iwi are concerned that a member of the Te Hiku o Te Ika Conservation Board who was appointed under clause 6.17.6 is unable to properly discharge his or her obligations as a conservation board member:

6.21.1 Te Hiku o Te Ika iwi may give notice to the Minister setting out the nature of the concern;

6.21.2 if the Minister receives notice under clause 6.21.1, the Minister will consider the matters set out in the notice;

6.21.3 if the Minister considers that the member in question is unable to properly discharge his or her obligations as a conservation board member for a reason set out in section 6R(2) of the Conservation Act 1987, the Minister may remove that member and appoint another member; and

6.21.4 the Minister will give notice to Te Hiku o Te Ika iwi of the outcome of the process set out in this clause.

6.22 If the Board consists of eight members, those members will be as follows:

6.22.1 the four members appointed by the Minister on the nomination of the Te Hiku o Te Ika iwi (being iwi that have either settled or are participating on an interim basis); and

6.22.2 four members appointed by the Minister of Conservation.

6.23 If the Board consists of six members, those members will be as follows:

6.23.1 three members appointed by the Minister on the nomination of the Te Hiku o Te Ika iwi (being iwi that have either settled or are participating on an interim basis); and

6.23.2 three members appointed by the Minister of Conservation.

6.24 The quorum for a meeting of the Te Hiku o Te Ika Conservation Board is:

6.24.1 if there are six or eight members of the Board:

(a) two of the members appointed on the nomination of the Te Hiku o Te Ika iwi; and

(b) two of the members appointed by the Minister; or

6.24.2 if there are 10 members of the Board:

(a) three of the members appointed on the nomination of the Te Hiku o Te Ika iwi; and

(b) three of the members appointed by the Minister.

6.25 Decisions of the Te Hiku o Te Ika Conservation Board will be made:

6.25.1 by vote at a meeting; and

6.25.2 by a minimum of 70 percent majority of those members present and voting at a meeting of the Board.

6.26 The provisions of the Conservation Act 1987 relating to conservation boards apply to the Te Hiku o Te Ika Conservation Board in the manner set out in Appendix One.

TE HIKU O TE IKA CONSERVATION MANAGEMENT STRATEGY

6.27 The Northland Conservation Management Strategy will consist of two parts:

6.27.1 one part that applies to the korowai area ("**Te Hiku o Te Ika CMS**"); and

6.27.2 a second part that applies to the remaining area not covered by the Te Hiku o Te Ika CMS.

Effect of Te Hiku o Te Ika CMS

6.28 The Te Hiku o Te Ika CMS is a conservation management strategy for the purposes of section 17D of the Conservation Act 1987 and has the same effect as if it were a conservation management strategy prepared and approved under that Act.

6.29 Sections 17F, 17H, and 17I of that Act do not apply to the preparation, approval, review, or amendment of the Te Hiku o Te Ika CMS, but in all other respects the provisions of the Conservation Act 1987 apply to the Te Hiku o Te Ika CMS.

Preliminary agreement

6.30 Before Te Hiku o Te Ika iwi and the Director-General commence preparation of a draft Te Hiku o Te Ika CMS, they must meet to develop a plan covering:

6.30.1 the principal matters to be addressed in the draft Te Hiku o Te Ika CMS;

6.30.2 the manner in which those matters are to be addressed; and

6.30.3 the practical steps that Te Hiku o Te Ika iwi and the Director-General will take in preparing and seeking approval of the draft Te Hiku o Te Ika CMS.

Draft Te Hiku o Te Ika CMS

6.31 Not later than 12 months after the commencement date referred to in clause 6.135, Te Hiku o Te Ika iwi and the Director-General must commence preparation of a draft Te Hiku o Te Ika CMS in consultation with:

6.31.1 the Te Hiku o Te Ika Conservation Board; and

6.31.2 any other persons or organisations that the parties agree are appropriate.

6.32 Te Hiku o Te Ika iwi and the Director-General may agree a later date to commence the preparation of the draft Te Hiku o Te Ika CMS.

Notification of draft Te Hiku o Te Ika CMS

6.33 As soon as is practicable, but not later than 12 months after the date when preparation of the draft Te Hiku o Te Ika CMS commences, the Director-General must:

6.33.1 notify the draft Te Hiku o Te Ika CMS in accordance with section 49(1) of the Conservation Act 1987 as if the Director-General were the Minister for the purposes of that section; and

6.33.2 give notice of the draft Te Hiku o Te Ika CMS to the relevant local authorities.

6.34 The notices under clause 6.33 must:

6.34.1 state that the draft Te Hiku o Te Ika CMS is available for inspection at the places and times specified in the notice; and

6.34.2 invite submissions from the public, to be lodged with the Director-General before the date specified in the notice, which must be at least 40 business days after the date of the notice.

6.35 The draft Te Hiku o Te Ika CMS must continue to be available for public inspection after the date it is notified, at the places and times specified in the notice, with publicity to encourage public participation in the development of the draft Te Hiku o Te Ika CMS.

6.36 Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, seek views on the draft Te Hiku o Te Ika CMS from any person or organisation that they consider appropriate.

Submissions

6.37 Any person may lodge a submission on the draft Te Hiku o Te Ika CMS with the Director-General before the date specified in the notice referred to in clause 6.34.2.

6.38 A submission may state that the submitter wishes to be heard in support of their submission.

6.39 The Director-General must provide copies of any submissions to Te Hiku o Te Ika iwi within five business days of receiving the submission.

6.40 Persons wishing to be heard must be given a reasonable opportunity to appear before a meeting of representatives of:

6.40.1 Te Hiku o Te Ika iwi;

6.40.2 the Director-General; and

6.40.3 the Te Hiku o Te Ika Conservation Board.

6.41 The representatives of Te Hiku o Te Ika iwi, the Director-General and the Te Hiku o Te Ika Conservation Board may hear any other person or organisation whose views on the draft Te Hiku o Te Ika CMS were sought under clause 6.36.

6.42 The hearing of submissions must be concluded not later than two months after the date specified in the notice referred to in clause 6.34.2.

6.43 Te Hiku o Te Ika iwi and the Director-General must jointly prepare a summary of:

6.43.1 the submissions on the draft Te Hiku o Te Ika CMS; and

6.43.2 any other views on it made known to Te Hiku o Te Ika iwi and the Director-General pursuant to clause 6.36.

Revision of draft Te Hiku o Te Ika CMS

6.44 Te Hiku o Te Ika iwi and the Director-General must, after considering the submissions heard and other views received:

6.44.1 revise the draft Te Hiku o Te Ika CMS, as they consider appropriate; and

6.44.2 not later than six months after the hearing of submissions is concluded, provide to the Te Hiku o Te Ika Conservation Board:

(a) the draft Te Hiku o Te Ika CMS as revised; and

(b) the summary prepared under clause 6.43.

Submission of draft Te Hiku o Te Ika CMS to Conservation Authority

6.45 After considering the draft Te Hiku o Te Ika CMS and the summary received under clause 6.44.2, the Te Hiku o Te Ika Conservation Board:

6.45.1 may request Te Hiku o Te Ika iwi and the Director-General to further revise the draft Te Hiku o Te Ika CMS; and

6.45.2 must submit to the Conservation Authority, for its approval, the draft Te Hiku o Te Ika CMS, together with:

(a) a written statement on any matters that Te Hiku o Te Ika iwi, the Director-General or the Te Hiku o Te Ika Conservation Board are not able to agree; and

(b) a copy of the summary provided to the board under clause 6.44.

6.45.3 The Te Hiku o Te Ika Conservation Board must provide the draft Te Hiku o Te Ika CMS received under clause 6.44.2 to the Conservation Authority not later than six months after that draft document was provided to the Board, unless a later date is directed by the Minister.

Approval of Te Hiku o Te Ika CMS

6.46 The Conservation Authority:

6.46.1 must consider the draft Te Hiku o Te Ika CMS and any relevant information provided to it under clause 6.45.2; and

6.46.2 may consult with any person or organisation that it considers appropriate, including:

(a) Te Hiku o Te Ika iwi;

(b) the Director-General; and

(c) the Te Hiku o Te Ika Conservation Board.

6.47 After considering the draft Te Hiku o Te Ika CMS and any relevant information provided under clause 6.45.2, the Conservation Authority must:

6.47.1 make any amendments to the draft Te Hiku o Te Ika CMS that it considers appropriate; and

6.47.2 provide the draft Te Hiku o Te Ika CMS and other relevant information to the Minister and Te Hiku o Te Ika iwi.

6.48 The Minister and Te Hiku o Te Ika iwi must jointly:

6.48.1 consider the draft Te Hiku o Te Ika CMS; and

6.48.2 return the draft Te Hiku o Te Ika CMS to the Conservation Authority with any written recommendations the Minister and Te Hiku o Te Ika iwi consider appropriate.

6.49 The Conservation Authority, after having regard to any recommendations received under clause 6.48.2, must either:

6.49.1 make any amendments that it considers appropriate and then approve the draft Te Hiku o Te Ika CMS; or

6.49.2 return it to the Minister and Te Hiku o Te Ika iwi for further consideration in accordance with clause 6.48, with any new information that the Conservation Authority wishes them to consider, before the draft Te Hiku o Te Ika CMS is amended, if appropriate, and then approved.

6.50 Once Te Hiku o Te Ika CMS is approved, those parts of the Northland Conservation Strategy that apply to the korowai area, and that have been superseded by Te Hiku o Te Ika CMS, will no longer apply to that area.

Review procedure

6.51 At any time, Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, initiate a review of the Te Hiku o Te Ika CMS as a whole or in part.

6.52 In particular, a review may be commenced under clause 6.51, with the agreement of the Ngāti Kahu governance entity, to provide for the Te Hiku o Te Ika CMS to cover the Ngāti Kahu area of interest if that area is not already covered.

6.53 If as a result of a review under clause 6.52 the Te Hiku o Te Ika CMS is extended to cover the Ngāti Kahu area of interest, from the date of the approval of the reviewed Te Hiku o Te Ika CMS that provides for that extension, those parts of the Northland Conservation Strategy that apply to the Ngāti Kahu area of interest, and that have been superseded by Te Hiku o Te Ika CMS, will no longer apply to that area of interest.

6.54 A review must be carried out in accordance with the process set out in clauses 6.30 to 6.50 as if those provisions related to the review procedure with any necessary modifications.

6.55 Te Hiku o Te Ika iwi and the Director-General must commence a review of the whole of the Te Hiku o Te Ika CMS not later than 10 years after the date of its initial or last

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approval (as the case may be), unless the Minister, after consulting with the Conservation Authority and Te Hiku o Te Ika iwi, extends the period within which the review must be commenced.

Amendment procedure

6.56 At any time Te Hiku o Te Ika iwi and the Director-General may, after consulting with the Te Hiku o Te Ika Conservation Board, initiate amendments to the whole or a part of the Te Hiku o Te Ika CMS.

6.57 Unless clauses 6.58 or 6.59 apply, amendments must be made in accordance with the process set out in clauses 6.30 to 6.50 as if those provisions related to the amendment procedure with any necessary modifications.

6.58 If Te Hiku o Te Ika iwi and the Director-General consider that the proposed amendments would not materially affect the policies, objectives, or outcomes of the Te Hiku o Te Ika CMS or the public interest in the relevant conservation matters:

6.58.1 Te Hiku o Te Ika iwi and the Director-General must send the proposed amendments to the Te Hiku o Te Ika Conservation Board; and

6.58.2 the proposed amendments must be dealt in accordance with clauses 6.46 to 6.49, as if those provisions related to the amendment procedure.

6.59 If the purpose of the proposed amendments is to ensure the accuracy of the information in the Te Hiku o Te Ika CMS required by section 17D(7) of the Conservation Act 1987 (which requires the identification and description of all protected areas within the boundaries of the conservation management strategy managed by the Department of Conservation), the parties may amend the Te Hiku o Te Ika CMS without following the processes prescribed under clauses 6.57 or 6.58.

6.60 The Director-General must notify any amendments made under clause 6.59 to the Te Hiku o Te Ika Conservation Board without delay.

Dispute resolution

Application of dispute resolution procedure

6.61 Clauses 6.62 to 6.72 apply to any dispute arising between Te Hiku o Te Ika iwi and the Director-General at any stage in the process for preparing and approving the Te Hiku o Te Ika CMS.

6.62 If, at any stage in that process, a party refers a dispute for resolution, the calculation of any prescribed period of time is stopped until the dispute is resolved and the parties resume the process at the point where it was interrupted.

Process for resolution of disputes

6.63 If, at any stage in the process referred to in clause 6.61, Te Hiku o Te Ika iwi and the Director-General are not able to resolve a dispute within a reasonable time, either party may:

6.63.1 give written notice to the other of the issues in dispute ("**notice**"); and

6.63.2 require the process under clauses 6.64 to 6.66 to be followed.

6.64 Within 15 business days of the date of the notice given under clause 6.63.1, a representative appointed by Te Hiku o Te Ika iwi and a representative of the Director-General based in the Northland conservancy must meet in good faith to seek to resolve the dispute.

6.65 If that meeting does not result in a resolution within 20 business days after the date of the notice, the Director-General and the representative(s) appointed by Te Hiku o Te Ika iwi must meet in good faith to seek a means to resolve the dispute.

6.66 The Minister and the representative(s) appointed by Te Hiku o Te Ika iwi must, if those parties agree, meet in good faith to seek to resolve the dispute if:

6.66.1 the dispute has not been resolved within 30 business days after the date of the notice; and

6.66.2 the dispute is a matter of significance to both parties.

6.67 A resolution reached under this section is valid only to the extent that it is not inconsistent with the statutory obligations of the parties.

Mediation

6.68 If resolution is not reached within a reasonable time under clauses 6.64 to 6.66, either of Te Hiku o Te Ika iwi or the Director-General may require the dispute to be referred to mediation by giving written notice to the other party ("**mediation notice**").

6.69 The parties must seek to agree on one or more persons to conduct a mediation or, if agreement is not reached within 15 business days of the mediation notice, the person who gave notice must notify the President of the New Zealand Law Society in writing, requesting the appointment of a mediator to assist the parties to reach a settlement of the dispute.

6.70 A mediator appointed under clause 6.69:

6.70.1 must be familiar with tikanga;

6.70.2 must be independent of the dispute; and

6.70.3 does not have the power to determine the dispute, but may give non-binding advice.

6.71 Te Hiku o Te Ika iwi and the Director-General must participate in good faith in the mediation.

6.72 Te Hiku o Te Ika iwi and the Director-General must:

6.72.1 share the costs of a mediator and related expenses equally; but

6.72.2 in all other respects, meet their own costs and expenses in relation to the mediation.

ENGAGEMENT WITH THE NEW ZEALAND CONSERVATION AUTHORITY

6.73 Where Te Hiku o Te Ika iwi wish to discuss a matter of national importance in relation to conservation land or resources in the korowai area, Te Hiku o Te Ika iwi may make a request to address a regular scheduled meeting of the New Zealand Conservation Authority.

6.74 The Director-General will provide to Te Hiku o Te Ika iwi an annual meeting schedule for the New Zealand Conservation Authority.

6.75 Where Te Hiku o Te Ika iwi make a request to attend a scheduled meeting of the New Zealand Conservation Authority that request:

6.75.1 must be in writing;

6.75.2 must set out the matter of national importance that Te Hiku o Te Ika iwi wish to discuss; and

6.75.3 must be given to the New Zealand Conservation Authority not less than 20 business days prior to the date of a scheduled meeting.

6.76 The New Zealand Conservation Authority must respond to Te Hiku o Te Ika iwi not less than 10 business days prior to that scheduled meeting stating that Te Hiku o Te Ika iwi will be able to:

6.76.1 attend that scheduled meeting; or

6.76.2 attend a subsequent scheduled meeting.

ENGAGEMENT WITH THE MINISTER OF CONSERVATION

6.77 There will be an annual meeting between the Minister of Conservation or Associate Minister of Conservation and Te Hiku o Te Ika iwi leaders.

6.78 The purpose of the annual meeting will be to address the progress of the korowai as the means of articulating the relationship between the Crown and Te Hiku o Te Ika iwi on conservation matters in the korowai area.

6.79 The annual meeting will be held in a venue to be agreed.

6.80 The attendees at the annual meeting will be:

6.80.1 Te Hiku o Te Ika iwi leaders; and

6.80.2 the Minister or Associate Minister of Conservation, or if neither are able to attend and with the agreement of Te Hiku o Te Ika iwi, a senior delegate appointed by the Minister.

6.81 The date of the annual meeting will be agreed between the Minister's office and the contact person for Te Hiku o Te Ika iwi.

6.82 Prior to the annual meeting, Te Hiku o Te Ika iwi will propose an agenda and will provide any other relevant information in time for that information to be properly considered.

DECISION-MAKING FRAMEWORK

6.83 The decision-making framework consists of:

6.83.1 **Part** A: an acknowledgement in relation to section 4 of the Conservation Act 1987; and

6.83.2 **Part B**: a decision-making framework to apply to conservation decisions in the korowai area.

Part A: Acknowledgement in relation to section 4

6.84 Section 4 of the Conservation Act 1987 states:

> *"This Act shall be so interpreted and administered as to give effect to the principles of the Treaty of Waitangi".*

6.85 This obligation applies to the Conservation Act 1987 and the Acts listed in the First Schedule to that Act.

6.86 As an overriding approach, when making decisions under conservation legislation in the korowai area, the relevant decision maker will:

6.86.1 apply section 4 of the Conservation Act 1987:

(a) in a manner commensurate with the nature and degree of Te Hiku o Te Ika iwi interest in the area and subject matter of the relevant decision; and

(b) in a meaningful and transparent manner; and

6.86.2 give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi to the extent required under the conservation legislation.

Part B: Conservation decision-making framework

6.87 The parties acknowledge and agree that while section 4 of the Conservation Act 1987 applies to all decisions made under the conservation legislation, the nature and extent of that obligation will vary depending on the circumstances.

6.88 Te Hiku o Te Ika iwi and the Director-General will, by the commencement date referred to in clause 6.135, discuss and agree a schedule identifying:

6.88.1 any decisions that do not require the application of the decision-making framework;

6.88.2 any decisions for the which the decision-making framework may be modified, and the nature of that modification; and

6.88.3 in particular, how the decision-making framework will be modified to reflect the need for decisions to be made at a national level that may affect Te Hiku o Te Ika.

6.89 The Director-General and Te Hiku o Te Ika iwi will approach the discussions referred to in clause 6.88 in a co-operative manner recognising the need to achieve a pragmatic balance between:

6.89.1 providing for the interests of Te Hiku o Te Ika iwi in conservation decision-making; and

6.89.2 allowing statutory functions to be discharged and decisions to be made in an efficient and timely manner (including, for example, in relation to day-to-day management, and decision-making at a national level that may affect Te Hiku o Te Ika).

6.90 The Director-General and Te Hiku o Te Ika iwi may agree to review the schedule referred to in clause 6.88 from time to time.

6.91 Te Hiku o Te Ika iwi may from time to time, by notice to the Director-General, waive any rights under the decision-making framework, and in doing so Te Hiku o Te Ika iwi will state the extent and duration of that waiver.

6.92 The decision-making framework involves the following stages:

6.92.1 **Stage One**: the Director-General will notify Te Hiku o Te Ika iwi of the relevant decision to be made and the timeframe for a response;

6.92.2 **Stage Two**: Te Hiku o Te Ika iwi will, within the timeframe for response, notify the Director-General of:

(a) the nature and degree of Te Hiku o Te Ika iwi interest in the relevant decision; and

(b) the views of Te Hiku o Te Ika iwi in relation to the relevant decision;

6.92.3 **Stage Three**: the Director-General will respond to Te Hiku o Te Ika iwi confirming:

(a) the Director-General's understanding of the matters conveyed under clause 6.92.2;

(b) how the matters conveyed under clause 6.92.2 will be included in the decision-making process; and

(c) whether any immediately apparent issues arise out of the matters conveyed under clause 6.92.2;

6.92.4 **Stage Four**: the relevant decision maker will make the decision in accordance with the relevant conservation legislation, and in doing so will:

(a) consider the confirmation of the Director-General's understanding provided under clause 6.92.3, and any clarification or correction provided by Te Hiku o Te Ika iwi in relation to that confirmation;

(b) explore whether, in making the decision, it is possible to reconcile any conflict between the interests and views of Te Hiku o Te Ika iwi and any other considerations in the decision-making process;

(c) in making the decision, where a relevant Te Hiku o Te Ika iwi interest is identified, give effect to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi:

(i) in a meaningful and transparent manner; and

(ii) in a manner commensurate with the nature and degree of the iwi interest; and

(d) in complying with clause 6.92.4(c)(ii), where the circumstances justify it, give a reasonable degree of preference to the iwi interest;

6.92.5 **Stage Five**: the relevant decision maker will record in writing as part of a decision document:

(a) the nature and degree of Te Hiku o Te Ika iwi interest in the relevant decision as conveyed to the Director-General under clause 6.92.2(a);

(b) the views of Te Hiku o Te Ika iwi in relation to the relevant decision as conveyed to the Director-General under clause 6.92.2(b); and

(c) how, in making that decision, the relevant decision maker complied with section 4 of the Conservation Act 1987; and

6.92.6 **Stage Six**: the relevant decision maker will communicate the decision to Te Hiku o Te Ika iwi including the matters set out in clause 6.92.5.

6.93 The Director-General and Te Hiku o Te Ika iwi will:

6.93.1 maintain open communication as to the effectiveness of the process set out in Stage One to Stage Six above; and

6.93.2 no later than two years after settlement date, jointly commence a review of the effectiveness of the process set out in Stage One to Stage Six above.

TRANSFER TO IWI OF SPECIFIC DECISION-MAKING FUNCTIONS

6.94 The transfer of decision-making functions applies to decisions regarding:

6.94.1 the possession of dead parts of protected fauna for cultural use by members of Te Hiku o Te Ika iwi in accordance with the customary materials plan;

6.94.2 the taking of parts of flora from conservation protected areas for cultural use by members of Te Hiku o Te Ika iwi in accordance with the customary materials plan; and

6.94.3 the identification and management of wāhi tapu and sites of significance in accordance with the wāhi tapu framework.

CUSTOMARY MATERIALS

6.95 Te Hiku o Te Ika iwi and the Director-General will jointly prepare and agree a plan covering:

6.95.1 the customary take of flora material within conservation protected areas within the korowai area; and

6.95.2 the possession of dead protected fauna that is found within the korowai area

("**customary materials plan**").

6.96 The customary materials plan will:

6.96.1 provide a tikanga perspective on customary materials;

6.96.2 identify species of flora from which material may be taken and species of dead protected fauna that may be possessed;

6.96.3 identify sites for customary take of flora material within conservation protected areas;

6.96.4 identify permitted methods for and quantities of customary take of flora material within those areas;

6.96.5 identify parameters for the possession of dead protected fauna;

6.96.6 identify monitoring requirements;

6.96.7 include the following matters relating to relevant species:

(a) taxonomic status;

(b) threatened status or rarity;

(c) the current state of knowledge;

(d) whether the species is the subject of a species recovery plan; and

(e) other similar and relevant information; and

6.96.8 include any other matters relevant to the customary take of flora material or possession of dead protected fauna as agreed between Te Hiku o Te Ika iwi and the Director-General.

6.97 Te Hiku o Te Ika iwi and the Director-General will jointly prepare and agree the first customary materials plan by the commencement date referred to in clause 6.133.

6.98 From the date of this deed until the commencement date referred to in clause 6.133:

6.98.1 a separate pataka committee comprising a representative appointed by the governance entity of each Te Hiku o Te Ika iwi will be established for Te Hiku o Te Ika;

6.98.2 if at the signing of this deed a governance entity has not been approved for one or more Te Hiku o Te Ika iwi, a representative may be appointed to represent the relevant iwi by the mandated negotiators for that iwi; and

6.98.3 if one or more of Te Hiku o Te Ika iwi do not appoint a representative to the pataka committee, that will not prevent or otherwise affect the operation of that committee.

6.99 Te Hiku o Te Ika iwi and the Director-General will commence a review of the first agreed version of the customary materials plan not later than 24 months after the commencement date referred to in clause 6.135.

6.100 Te Hiku o Te Ika iwi and the Director-General may commence subsequent reviews of the customary materials plan from time to time as agreed between the parties, but at intervals of no more than five years from the completion of the last review.

6.101 Te Hiku o Te Ika iwi may issue an authorisation to a member of Te Hiku o Te Ika iwi to take flora materials or possess dead protected fauna:

6.101.1 in accordance with the customary materials plan; and

6.101.2 without the requirement for a permit or other authorisation under the Conservation Act 1987, Reserves Act 1977 or Wildlife Act 1953.

6.102 Where Te Hiku o Te Ika iwi or the Director-General identify any conservation issue arising from or affecting the take of flora or possession of dead protected fauna pursuant to the customary materials plan:

6.102.1 Te Hiku o Te Ika iwi and the Director-General will engage for the purposes of seeking to address that conservation issue; and

6.102.2 Te Hiku o Te Ika iwi and the Director-General will endeavour to develop solutions to address that conservation issue, which may include:

(a) the Director-General considering restricting the granting of authorisations for the taking of flora materials or possession of dead protected fauna; and

(b) Te Hiku o Te Ika iwi and the Director-General agreeing to amend the customary materials plan.

6.103 Where the Director-General is not satisfied that any conservation issue has been appropriately addressed following the process set out in clause 6.102.2:

6.103.1 the Director-General may give notice to Te Hiku o Te Ika iwi that any identified component of the customary materials plan is suspended; and

6.103.2 from the date set out in the notice under clause 6.103.1, clause 6.101 will not apply in respect of any component of the customary materials plan that has been suspended.

6.104 Where the Director-General takes action under clause 6.103, Te Hiku o Te Ika iwi and the Director-General will continue to engage and will seek to resolve any conservation

issue so that any suspension can be revoked by the Director-General as soon as is practicable.

6.105 For the purposes of clauses 6.95 to 6.104:

6.105.1 **conservation protected area** in relation to the customary take of flora material means an area above the line of mean high water springs that is:

(a) a conservation area under the Conservation Act 1987;

(b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or

(c) a wildlife refuge, wildlife sanctuary or wildlife management reserve under the Wildlife Act 1953;

6.105.2 **customary take** means the take and use of flora materials for customary purposes;

6.105.3 **dead protected fauna** means the dead body or any part of the dead body of any animal protected under the conservation legislation, but excludes marine mammals;

6.105.4 **flora material** means parts of plants taken in accordance with the customary materials plan; and

6.105.5 **flora** means any member of the plant kingdom, and includes any alga, bacterium or fungus, and any plant, or seed or spore from any plant.

WĀHI TAPU FRAMEWORK

Background

6.106 Wāhi tapu have special significance to Te Hiku o Te Ika iwi and are repositories of the most sacred physical, religious, traditional, ritual, mythological and spiritual aspects of Māori culture. These sacred places are comprised of areas such as:

6.106.1 burial sites, (usually caves or groves of certain trees);

6.106.2 battle sites where blood has been spilt;

6.106.3 sites where sacred objects are stored; and

6.106.4 sites (or altars) where prayer and other sacred activities occur and areas that have been established as places of healing.

6.107 The parties have agreed to work together to develop a plan for the management of wāhi tapu including, where appropriate, management by the manawhenua hapū and iwi associated with them.

6.108 The process set out below is intended to provide the basis for that plan, and to ensure the plan is taken into account in strategic and annual conservation planning documents.

Wāhi tapu framework

6.109 Te Rūnanga o NgāiTakoto trustees may provide to the Director-General a description of the wāhi tapu on conservation land in the relevant area of interest, which can include, but is not limited to:

6.109.1 the general location;

6.109.2 the nature of the wāhi tapu;

6.109.3 a description of the site; and

6.109.4 the associated hapū and iwi kaitiaki.

6.110 Te Rūnanga o NgāiTakoto trustees may give notice to the Director-General that a wāhi tapu management plan is to be entered into between those parties in relation to wāhi tapu identified under clause 6.109.

6.111 If Te Rūnanga o NgāiTakoto trustees give notice under clause 6.110, Te Rūnanga o NgāiTakoto trustees and the Director-General will discuss and agree a wāhi tapu management plan in relation to that wāhi tapu.

6.112 The wāhi tapu management plan agreed between Te Rūnanga o NgāiTakoto trustees and the Director-General may:

6.112.1 include such details relating to wāhi tapu on conservation land as the parties consider appropriate; and

6.112.2 provide for the persons identified by Te Rūnanga o NgāiTakoto trustees to undertake management activities on conservation land in relation to specified wāhi tapu.

6.113 Where in accordance with clause 1.112.2 a wāhi tapu management plan includes an agreement for persons authorised by Te Rūnanga o NgāiTakoto trustees to undertake management activities:

6.113.1 the plan must specify the scope and duration of the work that may be undertaken; and

6.113.2 the plan will constitute lawful authority for the work specified in clause 6.109.1 to be undertaken, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.

6.114 A wāhi tapu management plan will be:

6.114.1 prepared in a manner agreed between Te Rūnanga o NgāiTakoto trustees and the Director-General and without undue formality;

6.114.2 reviewed at intervals to be agreed between those parties; and

6.114.3 made publicly available if the parties consider that appropriate.

6.115 The Te Hiku o Te Ika Conservation Management Strategy will:

6.115.1 refer to the wāhi tapu framework;

6.115.2 reflect the relationship between Te Hiku o Te Ika iwi and wāhi tapu;

6.115.3 reflect the importance of the protection of wāhi tapu; and

6.115.4 acknowledge the role of the wāhi tapu management plan.

6.116 The discussion between Te Hiku o Te Ika iwi and the Director-General in relation to annual planning referred to in the relationship agreement will include a discussion of:

6.116.1 management activities in relation to wāhi tapu; and

6.116.2 any relevant wāhi tapu management plan.

6.117 Where Te Rūnanga o NgāiTakoto trustees provide any information relating to wāhi tapu to the Director-General in confidence, the Director-General will respect that obligation of confidence to the extent that he or she is able to do under the relevant statutory frameworks.

TE RERENGA WAIRUA

Background

6.118 Te Rerenga Wairua is a sacred place for Te Hiku o Te Ika iwi and all of Māoridom — it is an iconic site of significance - historically, culturally and most importantly spiritually. The famous Polynesian explorer Kupe identified Te Rerenga Wairua as the "Departing Place of the Spirits" - the place from which Māori could return to the ancestral homeland of Hawaiki. Relevant manawhenua Te Hiku o Te Ika iwi are the kaitiaki of both the spirit trail (Te Ara Wairua) which runs up both sides of the coast of Te Hiku o Te Ika and Te Rerenga Wairua itself.

6.119 Te Rerenga Wairua as the northernmost promontory of Aotearoa/New Zealand is also an iconic place for all of New Zealand with historic, geographic and environmental significance. Multitudes of visitors come to Te Rerenga Wairua attracted by the wild beauty of its lands, seas and sky.

6.120 The purpose of Te Rerenga Wairua redress is to protect the spiritual and cultural integrity of Te Rerenga Wairua by providing for certain key decisions in relation to Te Rerenga Wairua to be made jointly by Ngāti Kuri, Te Aupōuri and NgāiTakoto (**"the three iwi"**) and the Crown, taking into account the views of the other kaitiaki iwi of Te Hiku o Te Ika.

6.121 The three iwi and the Minister/Department of Conservation will, under the terms of the "korowai for enhanced conservation", work together to protect the spiritual, cultural and conservation values in an area of Crown land surrounding this sacred place called Te Rerenga Wairua Reserve.

Decision-making

6.122 Where a relevant process is commenced or a relevant application is received in relation to Te Rerenga Wairua Reserve:

6.122.1 the Director-General will give notice of the commencement of that process or receipt of that application to the three iwi (**"initial notice"**);

6.122.2 the initial notice will include sufficient information to allow the three iwi to understand the nature of the relevant process or relevant application;

6.122.3 the Director-General will give a subsequent notice (**"decision notice"**) specifying a date by which a decision is required from the three iwi and the Minister or the Director-General (as the case may be) (**"decision date"**); and

6.122.4 the decision notice will include:

(a) all relevant information required to make an informed decision; and

(b) where relevant, a briefing or report from the Department to the three iwi and the Minister or the Director-General (as the case may be) on the relevant process or the relevant application.

6.123 The initial notice will be given as soon as is practicable after the relevant process is commenced or the relevant application is received.

6.124 The decision notice will be given:

6.124.1 at the time that the Department has completed a briefing or report to the three iwi and the Minister or the Director-General (as the case may be) on the relevant process or the relevant application; or

6.124.2 where no briefing or report is to be prepared, at the time that the relevant process or relevant application has reached a stage that a decision may be made.

6.125 The three iwi and the Director-General:

6.125.1 will maintain open communication in relation to the relevant process or the relevant application;

6.125.2 may meet to discuss the relevant process or relevant application; and

6.125.3 will give notice to each other by the decision date of their respective decisions in relation to the relevant process or relevant application.

6.126 A relevant process may only proceed with the agreement of:

6.126.1 all of the three iwi; and

6.126.2 the Minister or the Director-General (as the case may be).

6.127 A relevant application may only be granted with the agreement of:

6.127.1 all of the three iwi; and

6.127.2 the Minister or the Director-General (as the case may be).

6.128 Either party may instigate a dispute resolution process if that party considers it necessary or appropriate to resolve any matters relating to a relevant process or relevant application.

RELATIONSHIP AND OPERATIONAL MATTERS

6.129 The parties acknowledge and agree that:

6.129.1 effective relationships between Te Hiku o Te Ika iwi and the Department of Conservation are essential to support the other mechanisms in the korowai; and

6.129.2 those relationships will evolve over time.

6.130 By the commencement date referred to in clause 6.133, Te Hiku o Te Ika iwi and the Director-General will enter into the relationship agreement covering the korowai area in the form set out in Appendix Two, covering the following matters:

6.130.1 engagement in Departmental business and management planning processes;

6.130.2 input into specific conservation activities/projects including species research projects;

6.130.3 communication processes including timeframes, meetings, and information sharing on operational and planning matters;

6.130.4 pest control;

6.130.5 concession opportunities;

6.130.6 marine mammal strandings;

6.130.7 species/research projects;

6.130.8 opportunities for Te Hiku o Te Ika iwi to provide professional services;

6.130.9 freshwater quality and freshwater fisheries issues;

6.130.10 new protected areas;

6.130.11 training and employment opportunities;

6.130.12 visitor and public information;

6.130.13 Resource Management Act 1991;

6.130.14 review of legislation;

6.130.15 contracting for services; and

6.130.16 change of place names.

6.131 Te Hiku o Te Ika iwi and the Director-General acknowledge:

6.131.1 that they will work together, on an ongoing basis, to:

(a) continue to improve their relationship; and

(b) find practical ways to give effect to the korowai and the relationship agreement; and

6.131.2 that the relationship agreement:

(a) is the first version of that agreement; and

(b) may need to be amended from time to time to reflect improvements agreed between the parties as the relationship develops.

6.132 The Te Hiku o Te Ika iwi and the Director-General must commence a joint review of the relationship agreement no later than two years after settlement date.

COMMENCEMENT OF KOROWAI REDRESS

6.133 The commencement date for the following redress will be the settlement date:

6.133.1 manawhenua statement, background and shared relationship principles;

6.133.2 engagement with the New Zealand Conservation Authority;

6.133.3 engagement with the Minister of Conservation;

6.133.4 wāhi tapu framework; and

6.133.5 relationship and operational matters.

6.134 The commencement date for the Te Rerenga Wairua redress will be the settlement date specified in the second settlement Act in time enacted to settle the historical claims of Ngāti Kuri, Te Aupōuri or NgāiTakoto.

6.135 The commencement date for the remainder of the korowai redress as set out below will be the settlement date specified in the third settlement Act in time enacted to settle the historical claims of one of Te Hiku o Te Ika iwi ("**third settlement Act**"):

6.135.1 Te Hiku o Te Ika Conservation Board;

6.135.2 Te Hiku o Te Ika Conservation Management Strategy;

6.135.3 decision-making framework; and

6.135.4 customary materials.

INTERIM PARTICIPATION OF REMAINING IWI

6.136 In clauses 6.137 to 6.140 "**remaining iwi**" means where settlement legislation has been enacted for at least three of Te Aupōuri, Te Rarawa, Ngāti Kuri, NgāiTakoto or Ngāti Kahu, any iwi for which settlement legislation has not yet been enacted.

6.137 On the settlement date under the third settlement Act, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation ("**Ministers**") must give notice inviting each of the remaining iwi to participate in the Te Hiku o Te Ika Conservation Board on an interim basis.

6.138 The notice referred to in clause 6.137 must:

6.138.1 be given to the trustees of the post governance settlement entity for each of the remaining iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and

6.138.2 specify:

(a) any conditions that must be satisfied before each of the remaining iwi may participate in the Te Hiku o Te Ika Conservation Board on an interim basis, including a condition that mandated representatives have been appointed to represent that iwi; and

(b) any conditions of such participation.

6.139 Once the Ministers are satisfied that a remaining iwi has satisfied the conditions specified in the notice under clause 6.138.2, the Ministers must give notice in writing to that remaining iwi and other relevant iwi stating the date upon which that remaining iwi will participate in the Te Hiku o Te Ika Conservation Board on an interim basis.

6.140 To avoid doubt:

6.140.1 if any conditions referred to in clause 6.138.2 are breached, the Ministers may by notice in writing revoke the interim participation of a remaining iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

6.140.2 the interim participation by a remaining iwi will cease on the settlement date specified in the settlement legislation to settle the historical Treaty claims of that iwi.

INTERIM PARTICIPATION IN TE RERENGA WAIRUA REDRESS

6.141 In clauses 6.142 to 6.145 "**third iwi**" means where settlement legislation has been enacted for two of Ngāti Kuri, Te Aupōuri and NgāiTakoto, that iwi for which settlement legislation has not yet been enacted.

6.142 On the settlement date under the second settlement Act, the Minister for Treaty of Waitangi Negotiations and the Minister of Conservation ("**Ministers**") must give notice inviting the third iwi to participate in the Te Rerenga Wairua redress on an interim basis.

6.143 The notice referred to in clause 6.142 must:

6.143.1 be given to the trustees of the post governance settlement entity for the third iwi if such trustees have been appointed, or otherwise, to the mandated negotiators for that iwi; and

6.143.2 specify:

(a) any conditions that must be satisfied before the third iwi may participate in the Te Rerenga Wairua redress on an interim basis, including a condition that a deed of settlement of historical Treaty claims has been signed by the Crown and that iwi; and

(b) any conditions of such participation.

6.144 Once the Ministers are satisfied that the third iwi has satisfied the conditions specified in the notice under clause 6.143.2, the Ministers must give notice in writing to that iwi and other relevant iwi stating the date upon which that remaining iwi will participate in the Te Rerenga Wairua on an interim basis.

6.145 To avoid doubt:

6.145.1 if any conditions referred to in clause 6.143.2 are breached, the Ministers may by notice in writing revoke the interim participation of the third iwi, after giving that iwi reasonable notice and a reasonable period to remedy such breach; and

6.145.2 the interim participation by the third iwi will cease on the settlement date specified in the settlement legislation to settle the historical Treaty claims of that iwi.

TE HIKU O TE IKA IWI

6.146 In the korowai **"Te Hiku o Te Ika iwi"** means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):

6.146.1 NgāiTakoto;

6.146.2 Te Aupōuri;

6.146.3 Te Rarawa;

6.146.4 Ngāti Kuri; and

6.146.5 Ngāti Kahu.

6.147 The parties acknowledge that:

6.147.1 the korowai must operate in a manner that reflects the mana and kaitiakitanga roles and responsibilities of the individual iwi; but

6.147.2 for a number of the korowai mechanisms to operate effectively there is a need for:

(a) Te Hiku o Te Ika iwi to collectively engage with the Department and other relevant persons or entities (while still recognising the mana and kaitiakitanga roles and responsibilities of the individual iwi); and

(b) Te Hiku o Te Ika iwi to provide the Department with a primary contact point.

6.148 By settlement date (and thereafter as required) Te Hiku o Te Ika iwi will each appoint appropriate representative(s) to collectively engage on the following korowai mechanisms:

6.148.1 Te Hiku o Te Ika CMS;

6.148.2 customary materials plan; and

6.148.3 relationship agreement.

6.149 By settlement date (and thereafter as required) Te Hiku o Te Ika iwi will also identify a primary contact point for the Department in relation to the korowai mechanisms referred to in clause 6.148.

6.150 Te Hiku o Te Ika iwi will, as required, use their best endeavours to resolve matters collectively.

6.151 If concerned in relation to the operation of the korowai, Te Hiku o Te Ika iwi or the Director-General may convene a meeting to discuss:

6.151.1 the effectiveness of communication under the korowai;

6.151.2 the interaction between the Department, the individual governance entities; and

6.151.3 any steps required to improve communication so as to support the effective operation of the korowai.

DEFINITIONS

6.152 In this part, unless the context requires otherwise:

6.152.1 **conservation land** means land administered by the Department of Conservation under the conservation legislation;

6.152.2 **conservation legislation** means the Conservation Act 1987 and the Acts listed in Schedule One to that Act;

6.152.3 **korowai area** means, unless otherwise provided for or otherwise required by the context:

(a) the land administered by the Department of Conservation under the conservation legislation as shown on the plan set out in Appendix Three;

(b) an increased area of land to that area set out in Appendix Three if agreed by the Crown, Te Hiku o Te Ika iwi and relevant neighbouring iwi;

(c) where the conservation legislation applies to land or resources not covered by clauses 6.152.3(a) or 6.152.3(b) (as the case may be), that land or those resources but only for the purposes of the korowai redress; and

(d) to avoid doubt, clause 6.152.3(c) applies to the marine and coastal area adjacent to the area referred to in clauses 6.152.3(a) or 6.152.3(b) (as the case may be) but only for the purposes of the korowai redress; and

6.152.4 **korowai redress** means the redress set out in this part 6.

6.153 In clauses 6.118 to 6.128:

6.153.1 **Te Rerenga Wairua reserve** means area shown on the plan in Appendix Four;

6.153.2 **relevant application** means an application under the Reserves Act 1977 in relation to all or any part of Te Rerenga Wairua reserve for:

(a) a concession (section 59A of the Reserves Act 1977);

(b) any other authorisation under the Reserves Act 1977;

(c) a permit or authorisation under the Wildlife Act 1953; or

(d) an access arrangement under the Crown Minerals Act 1991; and

6.153.3 **relevant process** means a proposal in relation to all or any part of Te Rerenga Wairua reserve:

(a) to exchange Te Rerenga Wairua reserve (section 15 of the Reserves Act 1977);

(b) to revoke the reservation or change the classification of Te Rerenga Wairua reserve (section 24 of the Reserves Act 1977);

(c) in relation to the management or control of Te Rerenga Wairua reserve (sections 26 to 39 of the Reserves Act 1977); or

(d) in relation to the preparation of a management plan for Te Rerenga Wairua reserve (section 40B of the Reserves Act 1977);

6.153.4 the **three iwi** means Ngāti Kuri, Te Aupōuri, and NgāiTakoto.

APPENDIX ONE

APPLICATION OF CONSERVATION ACT 1987 TO TE HIKU O TE IKA CONSERVATION BOARD

1.1 The settlement legislation will provide for the matters set out in this Appendix.

1.2 All statutory references are to the Conservation Act 1987.

Establishment, name and area

1.3 Te Hiku o Te Ika Conservation Board will be established under the settlement legislation as if that Board was established under section 6L (1).

1.4 Section 6L (2) (name of the conservation board) and section 6L (3) (area covered by the conservation board) do not apply to the Te Hiku o Te Ika Conservation Board.

Functions and powers

1.5 Section 6M (functions of boards) and section 6N (powers of boards) apply to the Te Hiku o Te Ika Conservation Board.

Annual report

1.6 Section 6O (annual report) applies to the Te Hiku o Te Ika Conservation Board, but the Te Hiku o Te Ika Conservation Board will provide the report to the Te Hiku o Te Ika iwi appointers at the same time that the report is provided to the New Zealand Conservation Authority.

Membership

1.7 Section 6P (1) (board to have 12 members) does not apply to the Te Hiku o Te Ika Conservation Board.

1.8 Section 6P(2) (process for appointment of board members) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.9 Section 6P(3) (consultation with the Minister of Māori Affairs) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.10 Section 6P(4) (call for nominations) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.11 Sections 6P (5) to 6P (7**D**) (provisions relating to other iwi and settlements) do not apply to the Te Hiku o Te Ika Conservation Board.

1.12 Sections 6P (8) (notice of membership in the Gazette) and 6P(9) (no **D**epartment employees to be members) apply to the Te Hiku o Te Ika Conservation Board.

Co-opted members

1.13 Section 6Q (co-opted members) applies to the Te Hiku o Te Ika Conservation Board.

Term of office

1.14 Section 6R (1) (term of office) applies to the Te Hiku o Te Ika Conservation Board.

1.15 Section 6R(2) (removal from office) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.16 Section 6R (3) (notice of resignation) applies to the Te Hiku o Te Ika Conservation Board, except that notice must also be given to the Board at the same time notice is given to the Minister.

1.17 Section 6R (4) (replacement members) applies to the Te Hiku o Te Ika Conservation Board.

1.18 Section 6R(4A) (replacement members) does not apply to the members of the Te Hiku o Te Ika Conservation Board that are appointed on the nomination of the Te Hiku o Te Ika iwi.

1.19 Sections 6R (4B) (residue of term) and 6R (5) (continuation of member on Board until replacement appointed) apply to the Te Hiku o Te Ika Conservation Board.

Chairperson

1.20 Section 6S (1) (appointment of Chairperson) applies to the Te Hiku o Te Ika Conservation Board, except that the members of the Board will appoint the first Chairperson of the Board rather than the Minister making that appointment.

1.21 Sections 6S (2) (chairperson to preside) and 6S (3) (absence of chairperson) apply to the Te Hiku o Te Ika Conservation Board.

Meetings

1.22 Sections 6T (1) (initial and subsequent meetings) and 6T (2) (special meeting) apply to the Te Hiku o Te Ika Conservation Board.

1.23 Sections 6T (3) (quorum) 6T (4) (decision by majority) do not apply to the Te Hiku o Te Ika Conservation Board.

1.24 Section 6T (5) (voting rights of chairperson) applies to the Te Hiku o Te Ika Conservation Board, but the chairperson does not have a casting vote.

1.25 Sections 6T (6) (no invalidity) and 6T (7) (Board to regulate its own procedure) apply to the Te Hiku o Te Ika Conservation Board.

Director-General may attend meetings

1.26 Section 6U (Director-General may attend meetings) applies to the Te Hiku o Te Ika Conservation Board.

Servicing of the Board

1.27 Section 6V (Department to service the Board) applies to the Te Hiku o Te Ika Conservation Board.

Fees and expenses

1.28 Section 6W (fees and travelling expenses) applies to the Te Hiku o Te Ika Conservation Board.

APPENDIX TWO

KOROWAI FOR ENHANCED CONSERVATION RELATIONSHIP AGREEMENT

This RELATIONSHIP AGREEMENT is made between

THE MINISTER OF CONSERVATION

and

THE DIRECTOR-GENERAL OF CONSERVATION

and

TE HIKU O TE IKA IWI

Background

1.1 Te Hiku o Te Ika iwi and the Crown agreed the korowai for enhanced conservation and this redress is reflected in the NgāiTakoto deed of settlement dated 27 October 2012.

1.2 The purpose of this relationship agreement is to:

1.2.1 provide a basis for the parties to develop and maintain a positive, co-operative and enduring relationship that supports the implementation of the korowai for enhanced conservation; and

1.2.2 provide for a range of matters not otherwise addressed in the korowai for enhanced conservation.

1.3 The parties agree that:

1.3.1 the success of the korowai for enhanced conservation is dependent on effective relationships; and

1.3.2 the parties will work together to ensure that their relationships support the korowai for enhanced conservation.

Business and Management Planning

1.4 The Department's annual business planning process (informed by such things as the Government's policy directives, the Department's Statement of Intent and Strategic Direction and available funding) determines the Department's conservation work priorities.

1.5 The Department and Te Hiku o Te Ika iwi will meet annually at an early stage in the Department's business planning cycle to discuss the following activities, within the korowai area:

1.5.1 planning and budget priorities;

1.5.2 work plans and projects; and

1.5.3 proposed areas of cooperation in conservation projects, and the nature of that cooperation.

1.6 In the course of the annual business planning process, Te Hiku o Te Ika iwi will be able to request specific projects to be undertaken by the Department. Such requests will be taken forward into the business planning process and considered by the Department when it determines its overall priorities.

1.7 If a specific project is agreed, the Department and Te Hiku o Te Ika iwi will agree the nature of their collaboration on that project which may include finalising a work plan for the project. If a specific project is not undertaken, the Department will advise Te Hiku o Te Ika iwi of the reasons for this.

Input into specific conservation activities and projects

1.8 The Department will endeavour to support Te Hiku o Te Ika iwi to undertake its own conservation-related projects, for instance by identifying other funding sources or by providing technical advice for those projects.

Communication

1.9 The Department and Te Hiku o Te Ika iwi will seek to maintain effective and open communication with each other on an ongoing basis including by:

1.9.1 discussing operational issues, as required, at the initiative of either party;

1.9.2 the Department and Te Hiku o Te Ika iwi hosting meetings on an alternating basis; and

1.9.3 sharing of information in an open manner as requested by either party, subject to constraints such as the Official Information Act 1982 or Privacy Act 1993.

1.10 As part of ongoing communication, the Department and Te Hiku o Te Ika iwi may agree to review the implementation of the korowai.

1.11 The Department and Te Hiku o Te Ika iwi will brief relevant staff and Conservation Board members on the content of the korowai for enhanced conservation.

Concession opportunities

1.12 The Department will, if requested by Te Hiku o Te Ika iwi, assist the development of concession proposals involving members of Te Hiku o Te Ika iwi by providing technical advice on the concession process.

Pest Control

1.13 Within the first year of the operation of this relationship agreement, the Department and Te Hiku o Te Ika iwi will discuss:

1.13.1 species of pest plant and pest animals of particular concern within the korowai area;

1.13.2 the extent to which those pest species may impact on sites of significance to Te Hiku o Te Ika iwi;

1.13.3 ways in which those pest species may be controlled or eradicated.

1.14 In relation to the species and sites identified, the Department will, as part of its annual business planning processes:

1.14.1 facilitate consultation with Te Hiku o Te Ika iwi on proposed pest control activities that it intends to undertake within the korowai area, particularly in relation to the use of poisons;

1.14.2 provide Te Hiku o Te Ika iwi with opportunities to provide feedback on programmes and outcomes; and

1.14.3 seek to coordinate its pest control programmes with those of Te Hiku o Te Ika iwi, particularly where Te Hiku o Te Ika iwi is the adjoining landowner.

Marine mammal strandings

1.15 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.

1.16 Te Hiku o Te Ika iwi will be advised of marine mammal strandings within the korowai area. A co-operative approach will be adopted with Te Hiku o Te Ika iwi to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform Te Hiku o Te Ika iwi before any decision is made to euthanise a marine mammal or gather scientific information.

1.17 The Department acknowledges that individual Te Hiku o Te Ika iwi may wish to enter into a memorandum of understanding (or similar document) with the Department in relation to whale strandings, and if that is the case, the Department will engage in that discussion in a proactive and co-operative manner.

Species/research projects

1.18 Te Hiku o Te Ika iwi will identify species of particular significance to Te Hiku o Te Ika iwi and the Department will engage with Te Hiku o Te Ika iwi to discuss opportunities for it to provide input and participate in:

1.18.1 developing, implementing and/or amending the application of national species recovery programmes for those species within the korowai area; and

1.18.2 any research and monitoring projects that are, or may be, carried out (or authorised) by the Department for those species within Te Hiku o Te Ika.

1.19 For species that have not been identified as being of particular significance to Te Hiku o Te Ika iwi, the Department will keep Te Hiku o Te Ika iwi informed of the national sites and species recovery programmes on which the Department will be actively working within the korowai area.

Freshwater Quality and Fisheries

Freshwater quality

1.20 The Department and Te Hiku o Te Ika iwi have a mutual concern to ensure effective riparian management and water quality management in the korowai area and that freshwater bodies are free from contamination. For Te Hiku o Te Ika iwi, the health and wellbeing of rivers within the Hokianga Rangaunu, Herekino, Whangapae, Parengarenga, Houhora and other waterways is of primary importance.

1.21 The Department will take all reasonable steps to prevent the pollution of waterways and the wider environment as a result of the Department's management activities (e.g. ensuring provision of toileting facilities).

Freshwater fisheries and habitat

1.22 Te Hiku o Te Ika iwi have identified that freshwater habitat and all indigenous freshwater species that were historically or are presently within the korowai area (including fish and other aquatic life), are of high cultural value and to which they have a close association and interest.

1.23 The parties to this relationship agreement will identify common issues in the conservation of freshwater fisheries and freshwater habitats. Objectives for freshwater fisheries and habitats will be integrated into the annual business planning process. Actions may include: areas for cooperation in the protection, restoration and enhancement of riparian vegetation and habitats (including marginal strips); and the development or implementation of research and monitoring programmes within Te Hiku o Te Ika.

New Protected Areas

1.24 If the Department proposes to establish:

1.24.1 new, or to reclassify existing, conservation land; or

1.24.2 a marine protected area under the Department's jurisdiction (e.g. a marine reserve or a marine mammal sanctuary);

the Department will notify Te Hiku o Te Ika iwi at an early stage and engage with Te Hiku o Te Ika iwi to ascertain its views on the proposal.

Training and Employment opportunities

1.25 The Department and Te Hiku o Te Ika iwi will work together to identify opportunities for conservation capacity building for Te Hiku o Te Ika iwi and Departmental staff.

1.26 The Department and Te Hiku o Te Ika iwi will inform each other of any conservation-related educational or training opportunities (such as ranger training courses, short term employment opportunities or secondments). These could include opportunities for the Department's staff to learn about Te Hiku o Te Ika iwi tikanga and matauranga and for members of Te Hiku o Te Ika iwi to augment their conservation knowledge and skills through being involved in the Department's work programmes and/or training initiatives.

1.27 When opportunities for conservation capacity building are available, the Department and Te Hiku o Te Ika iwi will seek to ensure that the other's staff or members are able to participate.

1.28 The Department will inform Te Hiku o Te Ika iwi when opportunities for full time positions, holiday employment or student research projects arise within the korowai area. Te Hiku o Te Ika iwi may propose candidates for these roles or opportunities.

Visitor and Public Information

1.29 The promotion of Te Hiku o Te Ika iwi values will include the following measures:

1.29.1 seeking to raise public awareness of positive conservation partnerships developed by Te Hiku o Te Ika iwi, the Department and other stakeholders, for example, by way of publications, presentations and seminars;

1.29.2 consulting with Te Hiku o Te Ika iwi on how Te Hiku o Te Ika iwi tikanga, spiritual and historic values are respected in the provision of visitor facilities, public information and Departmental publications;

1.29.3 taking reasonable steps to respect Te Hiku o Te Ika iwi tikanga spiritual and historic values in the provision of visitor facilities, public information and Departmental publications;

1.29.4 ensuring the appropriate use of information about Te Hiku o Te Ika iwi in the provision of visitor facilities and services, public information and Department publications by:

(a) obtaining the consent of Te Hiku o Te Ika iwi prior to disclosure of information obtained in confidence from Te Hiku o Te Ika iwi;

(b) consulting with Te Hiku o Te Ika iwi, before the Department uses information relating to Te Hiku o Te Ika iwi values;

(c) encouraging Te Hiku o Te Ika iwi participation in the Department's volunteer and conservation events programmes by informing Te Hiku o Te Ika iwi of these programmes; and

(d) encouraging any concessionaire proposing to use information provided by or relating to Te Hiku o Te Ika iwi to obtain the agreement (including on any terms and conditions) of Te Hiku o Te Ika iwi.

Resource Management Act 1991

1.30 Te Hiku o Te Ika iwi and the Department both have interests in the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats.

1.31 Te Hiku o Te Ika iwi and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.

Review of legislation

1.32 The Department undertakes to keep Te Hiku o Te Ika iwi informed of any public reviews of the conservation legislation administered by the Department.

1.33 Te Hiku o Te Ika iwi may suggest and submit to the Minister of Conservation proposals for amendments to, or for, the review of conservation legislation.

Contracting for services

1.34 Where appropriate, the Department will consider using Te Hiku o Te Ika iwi as a provider of professional services.

1.35 Where contracts are to be tendered for conservation management within the korowai area the Department will inform Te Hiku o Te Ika iwi.

1.36 The Department will, subject to available resourcing, and if requested by Te Hiku o Te Ika iwi, provide advice on how to achieve the technical requirements to become a provider of professional services.

1.37 In accordance with standard administrative practice, wherever Te Hiku o Te Ika iwi individuals or entities are applying to provide services, appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision-making process.

Change of Departmental Place Names

1.38 Subject to legislation, the Department will consult with Te Hiku o Te Ika iwi prior to any name changes for reserves or conservation areas within the korowai area being submitted to the New Zealand Geographic Board by the Department.

1.39 The Department will consult Te Hiku o Te Ika iwi on any new or amended office (e.g. Area Office) names.

Limits of Relationship Agreement

1.40 This relationship agreement does not:

1.40.1 restrict the Crown from exercising its powers or performing its functions and duties in good faith, and in accordance with the law and government policy, including:

(a) introducing legislation;

(b) changing government policy; or

(c) issuing a similar relationship document to, or interacting or consulting with, anyone the Crown considers appropriate including any iwi, hapū, marae, whānau or representatives of tangata whenua;

1.40.2 restrict the responsibilities of the Minister or Department or the legal rights of Te Hiku o Te Ika iwi; or

1.40.3 grant, create or provide evidence of an estate or interest in or rights relating to:

(a) land held, managed or administered under conservation legislation; or

(b) flora or fauna managed or administered under conservation legislation.

Breach

1.41 A breach of this relationship agreement is not a breach of the deed of settlement.

Definitions

1.42 In this part, unless the context requires otherwise:

1.42.1 **area of interest** means the area shown on the plan attached to this agreement as **[to insert - note: the plan will to be attached to the relationship agreement when it is a stand-alone document]**;

1.42.2 **conservation legislation** means the Conservation Act 1987 and the statutes in the First Schedule of that Act;

1.42.3 **NgāiTakoto deed of settlement** means the deed of settlement entered into between the Crown and NgāiTakoto dated 27 October 2012;

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

1.42.5 **korowai** has the meaning given to it in clause 6.9 of the NgāiTakoto deed of settlement, and korowai for enhanced conservation has the same meaning;

1.42.6 **korowai area** means, unless otherwise provided for or otherwise required by the context:

(a) the land administered by the Department of Conservation under the conservation legislation as shown on the plan set out in Appendix Three;

(b) an increased area of land to that area set out in Appendix Three if agreed by the Crown, Te Hiku o Te Ika iwi and relevant neighbouring iwi;

(c) where the conservation legislation applies to land or resources not covered by clauses 1.42.6(a) or (b) (as the case may be), that land or those resources but only for the purposes of the korowai redress; and

(d) to avoid doubt, clause 1.42.6(c) applies to the marine and coastal area adjacent to the area referred to in clauses 1.42.6(a) or (b) (as the case may be) but only for the purposes of the korowai redress;

1.42.7 **Te Hiku o Te Ika iwi** means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):

(i) NgāiTakoto

(ii) Te Aupōuri;

(iii) Te Rarawa;

(iv) Ngāti Kuri; and

(v) Ngāti Kahu.

SIGNED by the Minister of Conservation in the presence of:)
)

[name]

Signature of Witness

Witness Name

Occupation

Address

SIGNED by the Director-General of Conservation in the presence of:)

[name]

Signature of Witness

Witness Name

Occupation

Address

SIGNED by the Te Hiku o Te Ika iwi in the presence of:)

[name] [iwi]

Signature of Witness

[name] [iwi]

Witness Name

Occupation

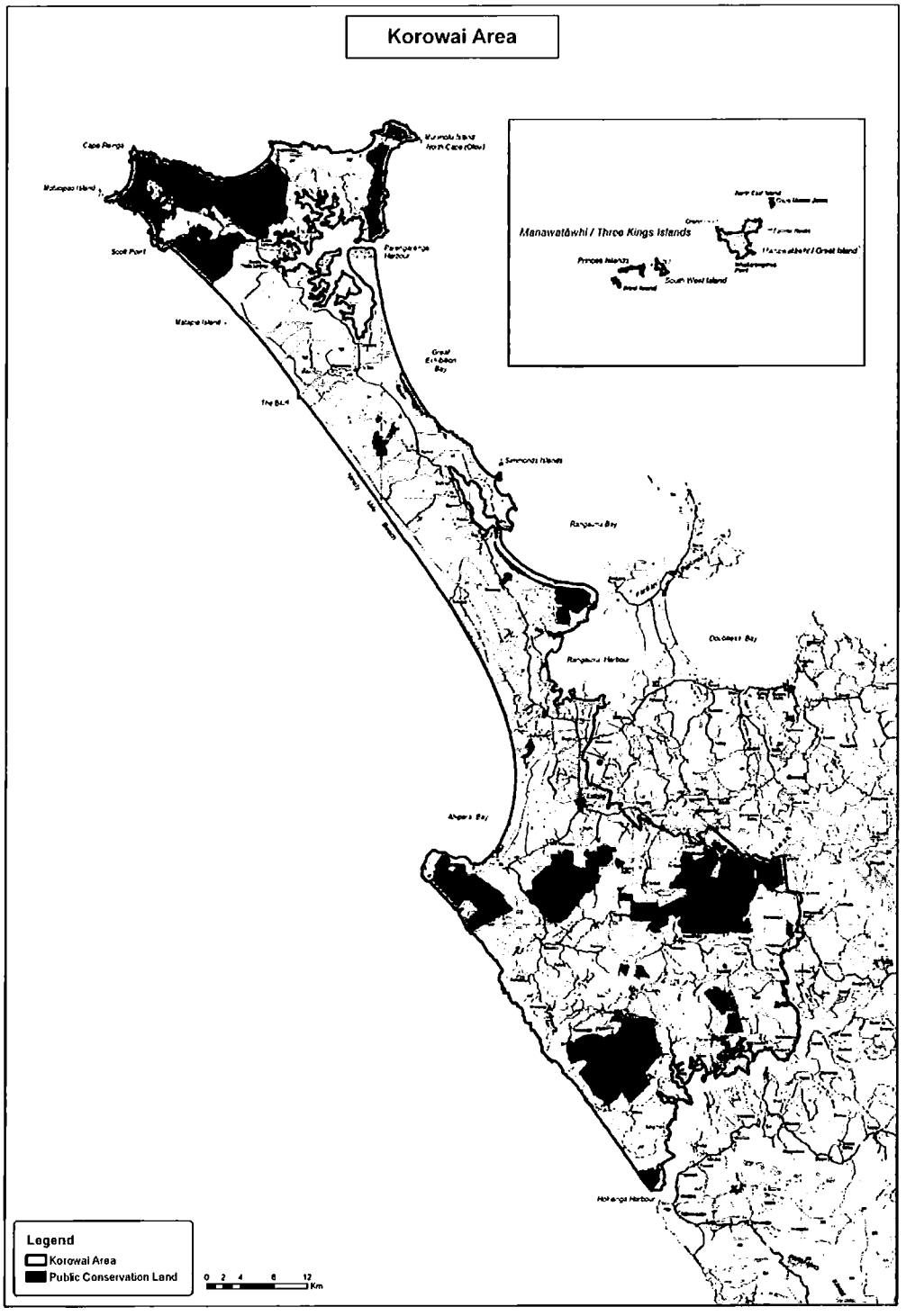
Address

[to expand execution clauses for signing]

6: CULTURAL REDRESS: KOROWAI ATAWHAI MŌ TE TAIAO - KOROWAI FOR ENHANCED CONSERVATION

APPENDIX THREE

TE HIKU O TE IKA CONSERVATION BOARD PLANS



APPENDIX FOUR

TE RERENGA WAIRUA RESERVE

7 CULTURAL REDRESS: TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

7.1 Te Hiku o Te Ika iwi and the Crown have agreed to enter into the Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord (**"Social Accord"**), as set out in part 1 of the documents schedule.

7.2 NgāiTakoto, Te Aupōuri, Te Rarawa and Ngāti Kuri are committed to working collaboratively for the benefit of Te Hiku o Te Ika iwi members whilst recognising that each iwi retains its own mana motuhake.

7.3 Te Hiku o Te Ika iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:

7.3.1 Ngāti Kuri;

7.3.2 Te Aupōuri;

7.3.3 NgāiTakoto;

7.3.4 Ngāti Kahu; and

7.3.5 Te Rarawa.

7.4 Although Ngāti Kahu may not be an initial party to the Social Accord, for the purposes of this part of the deed the term Te Hiku o Te Ika iwi shall mean the other four iwi of Te Hiku o Te Ika or, where appropriate, the post-settlement governance entities of the four iwi. Ngāti Kahu may become a party to the Social Accord at any time by giving written notice to the parties.

7.5 The Social Accord:

7.5.1 describes how Te Hiku o Te Ika iwi and the Crown will work together to design processes to improve the social development and wellbeing of Te Hiku o Te Ika iwi;

7.5.2 specifies a set of shared relationship principles, a vision and shared outcomes which the parties are committed to achieving; and

7.5.3 provides for:

(a) an annual Te Hiku o Te Ika iwi-Crown Taumata Rangatira hui between Social Accord Ministers and Te Hiku o Te Ika iwi representatives;

(b) regular Crown-Te Hiku o Te Ika iwi operational level engagement through Te Kahui Tiaki Whānau Hui (a regular forum);

(c) an evaluation and planning process to assess progress and design and implement strategies to achieve the outcomes; and

(d) specific portfolio agreements with government departments which detail more particular commitments between Te Hiku o Te Ika iwi and each department.

7.6 The Ministry of Social Development will lead the implementation and co-ordination of the Social Accord for the Crown, supported by Te Puni Kōkiri.

7.7 A Te Hiku o Te Ika iwi - Crown Secretariat will be formed, comprising members from the Ministry of Social Development, Te Puni Kōkiri, Te Hiku o Te Ika iwi and all Crown agencies that have signed portfolio agreements.

7.8 The purpose of the Secretariat is to establish a collaborative and enduring relationship between Crown agencies and Te Hiku o Te Ika iwi and to improve social development and wellbeing outcomes in Te Hiku o Te Ika.

7.9 The Secretariat will be co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika iwi-appointed member.

7.10 The Secretariat will:

7.10.1 support the annual Taumata Rangatira Hui in its deliberations;

7.10.2 support the Kāhui Tiaki Whānau and Kaupapa Cluster Group hui in their work;

7.10.3 oversee the collation and analysis of information that informs progress towards the shared outcomes, including the initial and five-yearly State of Te Hiku o Te Ika Iwi Social Development and Wellbeing Reports;

7.10.4 ensure Te Hiku o Te Ika iwi input into overarching policies and programmes, especially synergies that might exist between agencies and iwi and amongst different issues and interventions; and

7.10.5 ensure that Te Hiku o Te Ika iwi are appropriately involved in informing the focus of agencies and interventions.

7.11 The Secretariat will support the Co-chairs of the annual Taumata Rangatira Hui and Co-chairs of the annual Te Kāhui Tiaki Whānau Hui in their reporting to the Te Hiku o Te Ika iwi and the Social Sector Forum.

7.12 The Crown and Te Rūnanga o NgāiTakoto trustees will sign the Social Accord on a date to be agreed between the Crown and Te Hiku o Te Ika iwi and related portfolio agreements no later than 90 business days after that date.

7.13 The Social Accord will be signed on behalf of the Crown by the Prime Minister, the Minister of Social Development, and the Minister of Māori Affairs. The related portfolio agreements will be signed by the respective chief executives of the government departments to which they relate.

7.14 The Social Accord will come into effect after the Social Accord is signed.

7.15 No later than five business days after the Social Accord comes into effect the Crown will pay Te Hiku o Te Ika Development Trust $812,500 to support the engagement by NgāiTakoto in the implementation of the Social Accord.

LETTERS OF INTRODUCTION

7.16 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the Ministers of the Crown listed in clause 7.17 to:

7.16.1 introduce Te Rūnanga o NgāiTakoto trustees as representing one of the Te Hiku o Te Ika iwi that is a party to the Social Accord and associated portfolio agreement with their department; and

7.16.2 ask the Minister to engage with Te Rūnanga o NgāiTakoto trustees through the mechanisms set out in the Social Accord.

7.17 The Ministers referred to in clause 7.16 are:

7.17.1 Minister of Corrections;

7.17.2 Minister of Justice;

7.17.3 Minister of Police;

7.17.4 Minister of Māori Affairs;

7.17.5 Minister of Social Development;

7.17.6 Minister of Economic Development;

7.17.7 Minister of Tourism;

7.17.8 Minister of Energy and Resources;

7.17.9 Minister of Internal Affairs;

7.17.10 Minister of Labour;

7.17.11 Minister of Building and Construction; and

7.17.12 Minister of Education.

8 GENERAL CULTURAL REDRESS

CULTURAL REDRESS PROPERTIES

8.1 The settlement legislation will, on the terms set out in part 11 of the legislative matters schedule, vest in Te Rūnanga o NgāiTakoto trustees on the settlement date:

In fee simple

8.1.1 the fee simple estate in each of the following sites:

(a) Waipapakauri Papakainga site;

(b) bed of Lake Rotokawau;

(c) bed of Lake Ngakapua;

(d) bed of Lake Katavich;

(e) bed of Lake Waiparera;

(f) Kaimaumau Marae site; and

(g) Hukatere site A;

In fee simple subject to a conservation covenant

8.1.2 the fee simple estate in each of the following sites:

(a) Tangonge site, as tenants in common in equal undivided shares with Te Rūnanga o Te Rarawa trustees subject to Te Rūnanga o NgāiTakoto trustees and Te Rūnanga o Te Rarawa trustees providing:

(i) a registrable conservation covenant in relation to that site in the form set out in part 6.2 of the documents schedule; and

(ii) a registrable right of way easement in relation to that site in the form set out in part 6.3 of the documents schedule;

(b) Lake Tangonge site A, as tenants in common in equal undivided shares with Te Rūnanga o Te Rarawa trustees, subject to Te Rūnanga o NgāiTakoto trustees and Te Rūnanga o Te Rarawa trustees providing a registrable conservation covenant in relation to that site in the form set out in part 6.1 of the documents schedule;

As a recreation reserve

8.1.3 the fee simple estate in the following site as a recreation reserve, with Te Rūnanga o NgāiTakoto trustees as the administering body for the reserve:

(a) Bed of Lake Ngatu;

As a scenic reserve

8.1.4 the fee simple estate in the following site as a scenic reserve, with Te Rūnanga o NgāiTakoto trustees as the administering body for the reserve:

(a) Wharemaru / East Beach site (with the Department of Conservation retaining limited ongoing management in relation to the functions of pest and fire control in respect of that site); and

(b) Waipapakauri Beach site, also subject to Te Rūnanga o NgāiTakoto trustees providing a registrable right of way easement in relation to that site in the form set out in part 6.4 of the documents schedule; and

8.1.5 the fee simple estate in Beach site A, Beach site B, Beach site C and Beach site D as scenic reserves:

(a) as tenants in common in equal undivided shares with Te Rūnanga o Te Rarawa trustees, the Ngāti Kuri governance entity, and Te Rūnanga Nui o Te Aupōuri trustees; and

(b) with Te Rūnanga o NgāiTakoto trustees and the entities referred to in paragraph 8.1.5(a) all appointing members to the joint management body, and with that joint management body being the administering body for the reserves.

General

8.2 Each cultural redress property is to be:

8.2.1 as described in part 19 of the legislative matters schedule; and

8.2.2 vested on the terms provided by parts 11 and 12 of the legislative matters schedule and part 2 of the property redress schedule; and

8.2.3 subject to any encumbrances in relation to that property:

(a) required by clause 8.1 to be provided by Te Rūnanga o NgāiTakoto trustees; or

(b) required by the settlement legislation; and

(c) referred to in part 11 and part 19 of the legislative matters schedule.

CROWN PAYMENT

8.3 The Crown will pay Te Rūnanga o NgāiTakoto trustees as soon as reasonably possible and, in any event, on or before the date that is five business days after the date of this deed, the sum of $2,400,000. This payment is provided as redress in settlement of the historical claims and has been calculated having regard to the fact that Te Rūnanga o NgāiTakoto trustees may, at their discretion, apply such amount to purchase Far North District Council sites or for other cultural aspirations.

STATUTORY ACKNOWLEDGMENT

8.4 The settlement legislation will, on the terms provided by part 7 of the legislative matters schedule:

8.4.1 provide the Crown's acknowledgement of the statements by NgāiTakoto of their particular cultural, spiritual, historical, and traditional association with the following areas:

(a) Lake Rotoroa (as shown on OTS-073-02);

(b) Lake Heather (Wai Te Huahua) (as shown on OTS-073-03);

(c) Lake Waikaramu (as shown on OTS-073-04);

(d) Kowhai Beach (as shown on OTS-073-05);

(e) Whangatane Spillway (as shown on OTS-073-06);

(f) Awanui River (as shown on OTS-073-07);

(g) Rarawa Beach Campground (as shown on OTS-073-08);

(h) Southern part of Waipapakauri Conservation Area (as shown on OTS-073-09); and

(i) Lake Ngatu Recreation Reserve (as shown on OTS-073-01);

8.4.2 require:

(a) relevant consent authorities, the Environment Court, and the New Zealand Historic Places Trust (Pouhere Taonga) to have regard to the statutory acknowledgement;

(b) relevant consent authorities to forward to Te Rūnanga o NgāiTakoto trustees:

(i) summaries of resource consent applications affecting an area; and

(ii) copies of any notices served on the consent authority under section 145(10) of the Resource Management Act 1991; and

(c) relevant consent authorities to record the statutory acknowledgement on certain statutory planning documents under the Resource Management Act 1991;

8.4.3 enable Te Rūnanga o NgāiTakoto trustees, and any member of NgāiTakoto, to cite the statutory acknowledgement as evidence of the association of NgāiTakoto with an area;

8.4.4 enable Te Rūnanga o NgāiTakoto trustees to waive the rights specified in clause 8.4.2 in relation to all or any part of the areas by written notice to the relevant consent authority, the Environment Court or the New Zealand Historic Places Trust (Pouhere Taonga) (as the case may be); and

8.4.5 require that any notice given pursuant to clause 8.4.4 include a description of the extent and duration of any such waiver of rights.

8.5 The statements of association are in part 2 of the documents schedule.

DEEDS OF RECOGNITION

8.6 The Crown will, by or on the settlement date, provide Te Rūnanga o NgāiTakoto trustees with a copy of each of the following:

8.6.1 a deed of recognition, signed by the Minister of Conservation and Director-General of Conservation, relating to the parts of the following areas owned by the Crown and managed by the Department of Conservation:

(a) Lake Rotoroa (as shown on OTS-073-02);

(b) Lake Heather (Wai Te Huahua) (as shown on OTS-073-03);

(c) Lake Waikaramu (as shown on OTS-073-04);

(d) Kowhai Beach(as shown on OTS-073-05);

(e) Awanui River (as shown on OTS-073-07);

(f) Rarawa Beach Campground (as shown on OTS-073-08);

(g) Southern part of Waipapakauri Conservation Area (as shown on OTS-073-09); and

(h) Lake Ngatu Recreation Reserve (as shown on OTS-073-01); and

8.6.2 a deed of recognition, signed by the Commissioner of Crown Lands, relating to the parts of the following areas owned and managed by the Crown:

(a) Whangatane Spillway (as shown on OTS-073-06); and

(b) Awanui River (as shown on OTS-073-07).

8.7 A deed of recognition will require that if the Crown is undertaking certain activities within an area that the deed relates to Te Rūnanga o NgāiTakoto trustees will be consulted, and regard given to its views, concerning the association of NgāiTakoto with the area as described in a statement of association.

PROTOCOLS

8.8 Each of the following protocols must, by or on the settlement date, be signed and issued to Te Rūnanga o NgāiTakoto trustees by the responsible Minister:

8.8.1 the protocol with the Minister of Energy and Resources;

8.8.2 the culture and heritage protocol; and

8.8.3 the fisheries protocol.

8.9 A protocol sets out how the Crown will interact with Te Rūnanga o NgāiTakoto trustees with regard to the matters specified in it.

8.10 Each protocol will be:

8.10.1 in the form in part 4 of the documents schedule; and

8.10.2 issued under, and subject to, the terms provided by part 8 of the legislative matters schedule.

8.11 A failure by the Crown to comply with a protocol is not a breach of this deed.

INDIVIDUAL ADVISORY COMMITTEE

8.12 The Minister of Primary Industries must:

8.12.1 on settlement date appoint Te Rūnanga o NgāiTakoto as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries Restructuring Act 1995 ("**fisheries advisory committee**");

8.12.2 consider any advice of the fisheries advisory committee that relates to:

(a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Agriculture and Forestry under the Fisheries Act 1996; and

(b) the fisheries protocol area; and

("advice on the relevant matters")

8.12.3 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interest of NgāiTakoto.

JOINT FISHERIES ADVISORY COMMITTEE

8.13 The Minister of Primary Industries must:

8.13.1 on settlement date appoint a joint advisory committee under section 21 of the Ministry of Agriculture and Fisheries Restructuring Act 1995 ("**joint fisheries advisory committee**");

8.13.2 consider any advice of the joint fisheries advisory committee that relates to:

(a) all matters concerning the utilisation, while ensuring the sustainability, of fish, aquatic life and seaweed administered by the Ministry of Agriculture and Forestry under the Fisheries Act 1996; and

(b) the fisheries protocol areas; and

("advice on the relevant matters")

8.13.3 in considering any advice on the relevant matters, recognise and provide for the customary non-commercial interests of NgāiTakoto, Te Rarawa, Ngāti Kuri and Te Aupōuri.

8.14 The joint advisory committee will consist of one member appointed from time to time by each of Te Rūnanga o NgāiTakoto trustees, Te Rūnanga o Te Rarawa trustees, the trustees of the Te Manawa o Ngāti Kuri Trust and Te Rūnanga Nui o Te Aupōuri trustees.

8.15 Where one of NgāiTakoto, Te Rarawa, Ngāti Kuri or Te Aupōuri is not entering into a fisheries protocol (and therefore there is no defined 'fisheries protocol area', this area will be taken to mean the waters adjacent or otherwise relevant to that iwi's area of interest (including any relevant quota management area or relevant fisheries management area within the New Zealand Exclusive Economic Zone).

LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA

8.16 The parties acknowledge that Te Rūnanga o NgāiTakoto trustees, the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa Board have agreed to enter into a letter of commitment, in the form set out in part 4 of the documents schedule, to facilitate the care, management, access to and use of, and development and revitalisation of NgāiTakoto taonga.

PROMOTION OF RELATIONSHIP WITH LOCAL AUTHORITIES

8.17 The parties acknowledge that NgāiTakoto and the Councils listed in clause 8.18 will have a new relationship in relation to Te Oneroa-a-Tōhē, as reflected in part 5. The redress in clause 8.18 is intended to complement that relationship.

8.18 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the:

8.18.1 Northland Regional Council; and

8.18.2 Far North District Council.

8.19 Each letter referred to in clause 8.18 will encourage each Council to enter into a relationship, for example through a memorandum of understanding (or a similar document) with Te Rūnanga o NgāiTakoto trustees. Each letter will note the aspirations of NgāiTakoto, including those in relation to the interaction between Te Rūnanga o NgāiTakoto trustees and the Council concerning the performance of the Council's functions and obligations, and the exercise of its powers, within the area of interest, such as in relation to the development of regional and district plans.

8.20 In addition, the parties acknowledge that:

8.20.1 NgāiTakoto, along with other interested iwi, have longer term aspirations for involvement in the preparation and approval of Resource Management Act 1991 regional planning documents in the Northland region; and

8.20.2 nothing in this deed precludes the development of an appropriate mechanism for the Northland region which directly involves iwi, including Te Hiku o Te Ika iwi, in regional planning processes.

PROMOTION OF RELATIONSHIP WITH THE NEW ZEALAND HISTORIC PLACES TRUST (POUHERE TAONGA)

8.21 By the settlement date, the Crown will commence the facilitation of a process between Te Rūnanga o NgāiTakoto trustees and the New Zealand Historic Places Trust (Pouhere Taonga) for the purpose of Te Rūnanga o NgāiTakoto trustees and the New Zealand Historic Places Trust (Pouhere Taonga) entering into a relationship relating to projects to be carried out by Te Rūnanga o NgāiTakoto trustees and the New Zealand Historic Places Trust (Pouhere Taonga).

PROMOTION OF RELATIONSHIPS WITH GOVERNMENT AGENCIES

8.22 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to each of the Ministers of the Crown listed in clause 8.23 to:

8.22.1 advise that the Crown has entered into a deed of settlement with NgāiTakoto and to introduce Te Rūnanga o NgāiTakoto trustees; and

8.22.2 encourage the Minister to enter into an effective and durable working relationship with NgāiTakoto.

8.23 The Ministers of the Crown referred to in clause 8.22 are:

8.23.1 Minister of Defence;

8.23.2 Minister of Agriculture;

8.23.3 Minister of Forestry;

8.23.4 Minister of Transport;

8.23.5 Minister for the Environment;

8.23.6 Minister of Health;

8.23.7 Minister of Science and Innovation;

8.23.8 Minister of Foreign Affairs and Trade;

8.23.9 Minister of Pacific Island Affairs;

8.23.10 Minister of Women's Affairs; and

8.23.11 Minister of State Services.

8.24 By the settlement date, the Director of the Office of Treaty Settlements will write to the chief executives of the government agencies listed in clause 8.25 to:

8.24.1 advise that the Crown has entered into a deed of settlement with NgāiTakoto and to introduce Te Rūnanga o NgāiTakoto trustees; and

8.24.2 encourage the government agency to enter into an effective and durable working relationship with NgāiTakoto.

8.25 The government agencies referred to in clause 8.24 are:

8.25.1 Department of Prime Minister and Cabinet;

8.25.2 Tertiary Education Commission;

8.25.3 Statistics New Zealand;

8.25.4 Northland District Health Board;

8.25.5 Electricity Authority;

8.25.6 Housing New Zealand Corporation;

8.25.7 New Zealand Transport Agency;

8.25.8 New Zealand Fire Service Commission;

8.25.9 New Zealand Trade and Enterprise;

8.25.10 Sport and Recreation New Zealand (SPARC);

8.25.11 Creative NZ (Arts Council of New Zealand);

8.25.12 Environmental Protection Agency;

8.25.13 Children's Commission;

8.25.14 Families Commission;

8.25.15 Māori Broadcasting Funding Agency (Te Māngai Pāho);

8.25.16 AgResearch Limited;

8.25.17 Intellectual Property Office of New Zealand;

8.25.18 Institute of Environmental Science and Research Limited;

8.25.19 Landcare Research Limited;

8.25.20 National Institute of Water & Atmospheric Research Limited;

8.25.21 SCION (New Zealand Forest Research Institute Limited);

8.25.22 Education Review Office;

8.25.23 New Zealand Customs Service;

8.25.24 New Zealand Food Safety Authority;

8.25.25 Accident Compensation Corporation;

8.25.26 Charities Commission;

8.25.27 Te Taura Whiri i Te Reo Māori (Māori Language Commission);

8.25.28 Electoral Commission;

8.25.29 Radio New Zealand;

8.25.30 Television New Zealand;

8.25.31 The New Zealand Institute for Plant & Food Research Limited;

8.25.32 Health and Disability Commissioner;

8.25.33 Human Rights Commission; and

8.25.34 Industrial Research Limited.

LETTERS OF INTRODUCTION: MUSEUMS

8.26 By the settlement date, the Minister for Treaty of Waitangi Negotiations will write to the following museums, introducing Te Rūnanga o NgāiTakoto trustees and inviting each museum to enter into a relationship with NgāiTakoto:

8.26.1 Far North Regional Museum;

8.26.2 Butler Point Whaling Museum and 1840s House;

8.26.3 Te Ahu Charitable Trust;

8.26.4 Whangarei Museum and Kiwi House at Heritage Park;

8.26.5 Auckland War Memorial Museum;

8.26.6 Auckland City Libraries;

8.26.7 The University of Auckland;

8.26.8 Voyager New Zealand Maritime Museum;

8.26.9 Museum of Transport and Technology (MOTAT);

8.26.10 New Zealand Film Archive;

8.26.11 Canterbury Museum;

8.26.12 MacMillan Brown Library (University of Canterbury);

8.26.13 Hocken Collections (University of Otago); and

8.26.14 Waitangi National Trust.

8.27 By the settlement date, the Director of the Office of Treaty Settlements will write to the following museums, introducing Te Rūnanga o NgāiTakoto trustees and inviting each museum to enter into a relationship with NgāiTakoto:

8.27.1 Akaroa Museum Te Whare Taonga;

8.27.2 Dargaville Maritime Museum;

8.27.3 The Kauri Museum Matakohe;

8.27.4 Albertland and Districts Museum;

8.27.5 Warkworth Museum;

8.27.6 Waikato Museum;

8.27.7 Whakatane District Museum & Gallery;

8.27.8 Whanganui Regional Museum;

8.27.9 Tauranga Heritage Collection;

8.27.10 Rotorua Museum of Art and History;

8.27.11 Te Awamutu Museum;

8.27.12 Tairawhiti Museum (Gisborne);

8.27.13 Te Manawa (Palmerston North);

8.27.14 Puke Ariki (New Plymouth Museum);

8.27.15 Hawke's Bay Museum & Art Gallery;

8.27.16 Taupo Museum;

8.27.17 Aratoi Wairarapa Museum of Art and History;

8.27.18 Museum of Wellington City & Sea;

8.27.19 Audio Visual Museum of New Zealand Inc;

8.27.20 Nelson Provincial Museum;

8.27.21 Marlborough Museum;

8.27.22 West Coast Historical Museum (Hokitika);

8.27.23 Sound Archives/Nga Taonga Korero (Radio New Zealand);

8.27.24 Lakes District Museum;

8.27.25 Mercury Bay Regional Museum;

8.27.26 South Canterbury Museum;

8.27.27 Otago Museum;

8.27.28 Otago Settlers Museum;

8.27.29 North Otago Museum; and

8.27.30 Southland Museum and Art Gallery.

ALTERED GEOGRAPHIC NAMES

8.28 The settlement legislation will, from the settlement date and on the terms set out in part 10 of the legislative matters schedule, alter each of the following existing geographic names to the altered geographic name set opposite it.

Existing geographic name	Altered geographic name	Geographic feature type	Location (NZTopo50 map and grid reference)
East Beach	Ngārui-o-te-Marangai Beach	Beach	AU26 141463 to AU26 256288
Tatarakihi	Tūtātarakihi	Hill	AV26 249194
Walker Island	Tāhuahua-Paopao-Karoro Island	Island	AU26 2653743

Existing geographic name	Altered geographic name	Geographic feature type	Location (NZTopo50 map and grid reference)
Ninety Mile Beach	Te Oneroa-a-Tōhē / Ninety Mile Beach	Beach	AT24 751793 AV26 142094
Cape Reinga (Te Rerengawairua)	Cape Reinga / Te Rerenga Wairua	Cape	AT24 706912
Spirits Bay (Piwhane Bay)	Piwhane / Spirits Bay	Bay	AT24 837894

ALTERNATIVE ARRANGEMENTS FOR JOINTLY VESTED CULTURAL REDRESS PROPERTIES

8.29 If, no later than 20 working days after the date of signing the third deed of settlement to settle the historical claims of one of the Te Hiku o Te Ika iwi, in the Crown's reasonable opinion it is not going to be possible for the NgāiTakoto to achieve the same settlement date as another Te Hiku o Te Ika iwi with whom NgāiTakoto share a tenancy in common for a jointly vested site under clause 8.1.2(a), 8.1.2(b) or 8.1.5, then:

8.29.1 no later than 20 working days after the date the Crown issues its reasonable opinion under clause 8.29, the parties will agree how the jointly vested site is to be vested (and any documentation required);

8.29.2 the parties will enter into a deed of amendment, if necessary; and

8.29.3 the settlement legislation will give effect to the agreement as provided in clause 8.29.1 and any deed of amendment.

8.30 The parties agree that prior work on the alternative arrangements referred to in clause 8.29.1 will be undertaken so that agreement can be reached no later than the timeframes set out in clause 8.29.

9 FINANCIAL AND COMMERCIAL REDRESS

FINANCIAL REDRESS

9.1 The Crown will pay Te Rūnanga o NgāiTakoto trustees on the settlement date $8,555,254, being the financial and commercial redress amount of $21,040,000 less:

9.1.1 the on-account payment of $4,110,000 referred to in clause 9.2; and

9.1.2 $8,374,746 being the total transfer values of the commercial redress properties being transferred to Te Rūnanga o NgāiTakoto trustees on the settlement date.

ON-ACCOUNT PAYMENT

9.2 The parties acknowledge that as soon as reasonably possible and in any event on or before the date that is five business days after the date of this deed, the Crown will pay $4,110,000 to Te Rūnanga o NgāiTakoto trustees, on account of the settlement.

COMMERCIAL REDRESS PROPERTIES

9.3 Subject to clause 9.4, each commercial redress property is to be:

9.3.1 transferred by the Crown to Te Rūnanga o NgāiTakoto trustees on the settlement date on the terms of transfer in part 6 of the property redress schedule; and

9.3.2 as described, and is to have the transfer value provided in part 3 of the property redress schedule.

9.4 The Crown will transfer the fee simple estate in the following properties described in part 3 of the property redress schedule to Te Rūnanga o NgāiTakoto trustees as tenants in common in equal shares with Te Rūnanga o Te Rarawa:

9.4.1 Sweetwater 20 hectare shared area;

9.4.2 Dairy 2 North;

9.4.3 Kaitaia Nurses Home; and

9.4.4 Corner Matthews Avenue and Melba Street.

9.5 The transfer of each commercial redress property will be subject to, and where applicable with the benefit of, the encumbrances provided in the property redress schedule in relation to that property.

9.6 Each of the commercial redress properties with a "Yes" in the leaseback column in table 1B of part 3 of the property redress schedule is to be leased back to the Crown, immediately after its transfer to Te Rūnanga o NgāiTakoto trustees, on the terms and conditions provided by the lease for that property contained in part 7 of the documents schedule (as the lease is a registrable ground lease of the property, Te Rūnanga o NgāiTakoto trustees will be purchasing only the bare land, the ownership of the improvements remaining unaffected by the purchase).

SCHOOL HOUSE SITES

9.7 Clause 9.8 applies in respect of a School House site if, no later than four (4) months after introduction of the draft settlement bill into the house, the board of trustees of the related school (the **board of trustees**) relinquishes the beneficial interest it has in the School House site.

9.8 If this clause applies to a School House site:

9.8.1 the Crown must, within 10 business days of this clause applying, give notice to Te Rūnanga o NgāiTakoto trustees that the beneficial interest in the School House site has been relinquished by the board of trustees;

9.8.2 the commercial redress property that is the related school will include the School House site;

9.8.3 all references in this deed to a commercial redress property that is the related school are to be read as if the commercial redress property were the related school and the School House site together;

9.8.4 the transfer value for the commercial redress property that is the related school is the aggregate of the transfer values for the related school and the School House site; and

9.8.5 as a result of clause 9.8.4:

(a) the amount referred to in clause 9.1.2 is increased accordingly; and

(b) the amount the Crown must pay to Te Rūnanga o NgāiTakoto trustees under clause 9.1 is correspondingly reduced.

PENINSULA BLOCK LICENSED LAND

Interpretation

9.9 In this deed:

Aupouri Forest means that land described and held in computer interest register NA100A/1; and

Crown forestry rental trust deed means the trust deed made on 30 April 1990 establishing the Crown forestry rental trust under section 34 of the Crown Forest Assets Act 1989; and

cultural forest land properties:

(a) means Beach site A, Beach site B, Beach site C and Hukatere site A, all described in part 19 of the legislative matters schedule; and

(b) means Hukatere Pā described in part 20 of the legislative matters schedule to the deed of settlement for Te Rūnanga Nui o Te Aupōuri Trust; and

(c) means Hukatere site B described in part 20 of the legislative matters schedule to the deed of settlement for Te Rūnanga o Te Rarawa; but

(d) excludes, to the extent provided by the Crown forestry licence in relation to the land:

(i) all trees growing, standing, or lying on the land; and

(ii) all improvements that have been:

(I) acquired by any purchaser of the trees on the property; or

(II) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee; and

joint licensor governance entities means in relation to the Peninsula Block, Te Rūnanga o NgāiTakoto trustees and those entities specified in the relevant column in the table in part 3 of the property redress schedule, being:

(a) the Ngāti Kuri governance entity;

(b) Te Rūnanga Nui o Te Aupōuri trustees;

(c) Te Rūnanga o Te Rarawa trustees; and

Peninsula Block

(a) means that land comprising part of the Aupouri Forest as set out in table 1A in part 3 of the property redress schedule; but

(b) excludes, to the extent provided by the Crown forestry licence in relation to the land:

(i) all trees growing, standing, or lying on the land; and

(ii) all improvements that have been:

(I) acquired by any purchaser of the trees on the property; or

(II) made, after the acquisition of the trees by the purchaser, by the purchaser or the licensee.

9.10 The settlement legislation will, on the terms provided by part 15 of the legislative matters schedule, provide for the following in relation to:

9.10.1 the Peninsula Block, the transfer of the specified share by the Crown to Te Rūnanga o NgāiTakoto trustees;

9.10.2 the Peninsula Block, it to cease to be Crown forest land upon registration of the transfer;

9.10.3 the Peninsula Block and the cultural forest land properties, the Crown to give notice under section 17(4)(b) of the Crown Forest Assets Act 1989 terminating the Crown forestry licence, in so far as it relates to such land, at the expiry of the period determined under that section, as if:

(a) the Waitangi Tribunal had made a recommendation under section 8HB(1)(a) of the Treaty of Waitangi Act 1975 for the return of the Peninsula Block and the cultural forest land properties to Māori ownership; and

(b) the Waitangi Tribunal's recommendation became final on settlement date;

9.10.4 the Peninsula Block and the cultural forest land properties, Te Rūnanga o NgāiTakoto trustees (together with the other joint licensor governance entities as applicable) to be the licensor under the Crown forestry licence, as if the Peninsula Block and the cultural forest land properties had been returned to Māori ownership on the settlement date under section 36 of the Crown Forest Assets Act 1989, but without section 36(1)(b) applying; and

9.10.5 the Peninsula Block, for rights of access to areas that are wāhi tapu.

ACCUMULATED RENTALS

9.11 The Crown and NgāiTakoto have agreed to allocate 20 percent of the value of accumulated rentals associated with the Aupouri Forest to NgāiTakoto.

9.12 Accordingly, the settlement legislation will, on the terms set out in part 15 of the legislative matters schedule, provide that:

9.12.1 in relation to the Peninsula Block, Te Rūnanga o NgāiTakoto trustees will, from the settlement date, be a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

9.12.2 Te Rūnanga o NgāiTakoto trustees are entitled to 20 percent of the accumulated rentals associated with the Aupouri Forest on the settlement date despite clause 11.1(b) of the Crown Forestry Rental Trust Deed.

9.13 To avoid doubt, upon the transfer of the Peninsula Block to Te Rūnanga o NgāiTakoto trustees under clause 9.3, and the vesting of the relevant cultural forest land properties in Te Rūnanga o NgāiTakoto trustees under clause 8.1:

9.13.1 any entitlement to licence fees from the settlement date relating to the Peninsula Block and the cultural forest land properties will be in the same proportion as Te Rūnanga o NgāiTakoto trustees' specified share of the Peninsula Block; and

9.13.2 Te Rūnanga o NgāiTakoto trustees will not be entitled to any rentals associated with any other part of the Aupouri Forest.

MANAGEMENT AGREEMENT FOR JOINT LICENSORS

9.14 Prior to the settlement date the joint licensor governance entities must:

9.14.1 put in place a management agreement to govern the management of the Peninsula Block;

9.14.2 ensure the management agreement includes a provision for the appointment of a person or entity to be the single point of contact for the licensee of the Peninsula Block; and

9.14.3 provide notice to the Crown that the management agreement in accordance with this clause 9.14 is in place.

ALTERNATIVE ARRANGEMENTS FOR THE PENINSULA BLOCK

9.15 If the joint licensor governance entities have simultaneous settlement dates under their respective settlement legislation, the Peninsula Block will be transferred to those

entities in undivided shares as tenants in common on the settlement date in the shares specified and in accordance with the provisions of each joint licensor governance entity's deed of settlement.

9.16 If, no later than 20 working days after the date of signing the third deed of settlement to settle the historical claims of one of the joint licensor governance entities, in the Crown's reasonable opinion it is not going to be possible for all the joint licensor governance entities to achieve simultaneous settlement dates under their respective settlement legislation, then:

9.16.1 no later than 20 working days after the date the Crown issues its reasonable opinion under clause 9.16, the parties will agree how the Peninsula Block will be held (and any documentation required);

9.16.2 the parties will enter into a deed of amendment, if necessary, and

9.16.3 the settlement legislation will give effect to the agreement as provided in clause 9.16.1 and any deed of amendment.

9.17 The parties agree that prior work on the alternative arrangements referred to in clause 9.16.1 will be undertaken so that agreement can be reached no later than the timeframes set out in clause 9.16.

DEFERRED SELECTION PROPERTIES

9.18 Te Rūnanga o NgāiTakoto trustees may, at any time during the deferred selection period, purchase the properties listed in table 1 of part 4 of the property redress schedule on the terms and conditions in parts 5 and 6 of the property redress schedule.

9.19 Each of the deferred selection properties with a "Yes" in the 'leaseback' column in table 1 in part 4 of the property redress schedule is to be leased back to the Crown immediately after its purchase by Te Rūnanga o NgāiTakoto trustees. As the leases will each be a registrable ground lease of the properties, Te Rūnanga o NgāiTakoto trustees will be purchasing only the bare land, the ownership of the improvements remaining unaffected by the purchase.

9.20 The inclusion of the Kaitaia Aerodrome and Te Kura Kaupapa Māori o Te Rangi Aniwaniwa sites as deferred selection properties is on the basis that any transfer of these sites to Te Rūnanga o NgāiTakoto trustees and a Ngāti Kahu governance entity under a deed of settlement is subject to the continued use of those sites for the operation of the aerodrome and kura kaupapa Māori.

9.21 Clause 9.22 applies in respect of a DSP School House site if, before the settlement date, the board of trustees of the related school (the **board of trustees**) relinquishes the beneficial interest it has in the DSP School House site.

9.22 If this clause applies to a DSP School House site:

9.22.1 the Crown must, within 10 business days of this clause applying, give notice to Te Rūnanga o NgāiTakoto trustees that the beneficial interest in the DSP School House site has been relinquished by the board of trustees;

9.22.2 the deferred selection property that is the related school will include the DSP School House site; and

9.22.3 all references in this deed to a deferred selection property that is the related school are to be read as if the deferred selection property were the related school and the DSP School House site together.

SETTLEMENT LEGISLATION

9.23 The settlement legislation will, on the terms provided by part 14 of the legislative matters schedule, enable the transfer of the commercial redress properties and deferred selection properties.

RFR OVER SHARED RFR LAND

9.24 Te Rūnanga o NgāiTakoto trustees and each of the other relevant iwi, being those iwi listed in the "other relevant iwi" column against a property in part 3 of the attachments are to have a shared right of first refusal in relation to a disposal by the Crown of that property.

9.25 The right of first refusal set out in clause 9.24 is to be on the terms set out in part 16 of the legislative matters schedule and, in particular, will apply:

9.25.1 for the RFR period as set out in clause 9.26.2; and

9.25.2 only if, from the commencement of the RFR period, that land:

(a) is vested in the Crown, or held in fee simple by the Crown or a Crown body; and

(b) is not being disposed of in any of the circumstances specified by paragraphs 16.3.3 or 16.10 or 16.12 of the legislative matters schedule.

9.26 The legislative matters schedule is to provide:

9.26.1 any rights that the other relevant iwi may have under clause 9.24 are subject to settlement legislation being passed approving those rights; and

9.26.2 the RFR period for each property that is shared RFR land is the period of 172 years starting on:

(a) the settlement date, if settlement legislation approving the other relevant iwi's rights has been passed by or on the settlement date; or

(b) if settlement legislation approving the other relevant iwi's rights has not been passed by or on the settlement date, the earlier of the following dates:

(i) 24 months after the settlement date; or

(ii) the settlement date under the settlement legislation approving the other relevant iwi's rights.

RIGHT OF FIRST REFUSAL OVER BALANCE RFR LAND

9.27 The remaining iwi are to have a right of first refusal in relation to a disposal by the Crown of balance RFR land.

9.28 The right of first refusal set out in clause 9.27 is to be on the terms set out in part 16 of the legislative matters schedule and, in particular, will apply:

9.28.1 for a term of 172 years from the settlement date; and

9.28.2 only if, on the settlement date, that land:

(a) is vested in the Crown, or held in fee simple by the Crown or a Crown body; and

(b) is not being disposed of in any of the circumstances specified in paragraphs 16.3.3 or 16.10 or 16.12 of the legislative matters schedule.

9.29 The legislative matters schedule is to provide that any rights that the remaining iwi may have under clause 9.27 are subject to settlement legislation being passed approving those rights.

10 SETTLEMENT LEGISLATION, CONDITIONS AND TERMINATION

SETTLEMENT LEGISLATION

10.1 Within six months after the date of this deed, the Crown will propose the draft settlement bill for introduction to the House of Representatives.

10.2 The draft settlement bill proposed for introduction must:

10.2.1 include all matters required to give effect to this deed and, in particular, the legislative matters schedule; and

10.2.2 reflect, as appropriate for the purposes of Parliament, the drafting conventions of the Parliamentary Counsel Office; and

10.2.3 be in a form that is satisfactory to Te Rūnanga o NgāiTakoto trustees and the Crown.

10.3 NgāiTakoto and Te Rūnanga o NgāiTakoto trustees will support the passage through Parliament of the settlement legislation.

SETTLEMENT CONDITIONAL

10.4 This deed, and the settlement, are conditional on the settlement legislation coming into force.

10.5 However, the following provisions of this deed are binding on its signing:

10.5.1 clause 6.98;

10.5.2 part 7;

10.5.3 clause 8.3;

10.5.4 clause 9.2;

10.5.5 clauses 10.4 to 10.12; and

10.5.6 paragraph 1.3, and parts 2 to 6, of the general matters schedule.

EFFECT OF THIS DEED

10.6 This deed:

10.6.1 is "without prejudice" until it becomes unconditional; and

10.6.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal.

10.7 Clause 10.6 does not exclude the jurisdiction of a court, tribunal, or other judicial body in respect of the interpretation or enforcement of this deed.

10.8 Despite clause 10.6, the parties agree that either of them may file a copy of this deed with the Waitangi Tribunal in relation to any application under sections 8A to 8HI of the Treaty of Waitangi Act 1975 in respect of any land that is within the area of interest. In doing so, the parties record their understanding that until this deed is signed it only represents the Crown's best offer to be presented to NgāiTakoto.

10.9 This deed is subject to any recommendation made by the Waitangi Tribunal in relation to any application under sections 8A-8HI of the Treaty of Waitangi Act 1975 in respect of any land that is within the area of interest.

10.10 In the event that the Waitangi Tribunal makes any recommendation in relation to any application under sections 8A-8HI of the Treaty of Waitangi Act 1975 that affects any redress in this deed of settlement the Crown and Te Rūnanga o NgāiTakoto trustees must, in good faith, enter into negotiations to conclude a settlement.

TERMINATION

10.11 The Crown or Te Rūnanga o NgāiTakoto trustees may terminate this deed, by notice to the other, if:

10.11.1 the settlement legislation has not come into force within 24 months after the date of this deed; and

10.11.2 the terminating party has given the other party at least 20 business days notice of an intention to terminate.

10.12 If this deed is terminated in accordance with its provisions, it:

10.12.1 (and the settlement) are at an end; and

10.12.2 does not give rise to any rights or obligations; and

10.12.3 remains "without prejudice".

11 GENERAL, INTEREST, DEFINITIONS AND INTERPRETATION

GENERAL

11.1 The general matters schedule includes provisions in relation to:

11.1.1 the implementation of the settlement;

11.1.2 the Crown's tax indemnities in relation to redress;

11.1.3 giving notice under this deed or a settlement document; and

11.1.4 amending this deed.

INTEREST

11.2 The Crown must pay to Te Rūnanga o NgāiTakoto trustees on the settlement date, interest on the following amounts:

11.2.1 $21,040,000, and

11.2.2 $16,930,000, being the financial and commercial redress amount less the on-account payment amount; and

11.2.3 $8,374,746, being the total transfer values of the commercial redress properties being transferred to Te Rūnanga o NgāiTakoto trustees on the settlement date.

11.3 The interest under clause 11.2.1 is payable for the period:

11.3.1 beginning on 16 January 2010 being the date of the Te Hiku agreement in principle; and

11.3.2 ending on the day before the on-account payment is made in accordance with clause 9.2.

11.4 The interest under clause 11.2.2 is payable for the period:

11.4.1 beginning on the date the on-account payment is made in accordance with clause 9.2; and

11.4.2 ending on the day that is 19 business days after the settlement legislation comes into force.

11.5 The interest under clause 11.2.3 is payable for the period:

11.5.1 beginning on the day that is 20 business days after the settlement legislation comes into force; and

11.5.2 ending on the day before the settlement date.

11.6 The interest amounts payable under clauses 11.2 to 11.5 are:

11.6.1 payable at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding;

11.6.2 subject to any tax payable in relation to them; and

11.6.3 payable after withholding any tax required by legislation to be withheld.

HISTORICAL CLAIMS

11.7 In this deed, **historical claims**:

11.7.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that NgāiTakoto, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that:

(a) is, or is founded on, a right arising:

(i) from Te Tiriti o Waitangi / the Treaty of Waitangi or its principles;

(ii) under legislation;

(iii) at common law, including aboriginal title or customary law;

(iv) from fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992:

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation;

11.7.2 includes every claim to the Waitangi Tribunal to which clause 11.7.1 applies that relates exclusively to NgāiTakoto or a representative entity, including the following claim:

(a) Wai 613 (Ngaitakoto-a-Iwi); and

11.7.3 includes every other claim to the Waitangi Tribunal to which clause 11.7.1 applies, so far as it relates to NgāiTakoto or a representative entity, including the following claims:

(a) Wai 22 (Muriwhenua Fisheries and SOE claim);

(b) Wai 45 (Muriwhenua Land claim);

(c) Wai 861 (Tai Tokerau District Māori Council Lands);

(d) Wai 913 (Kareponia 1A5C2B Block (Northland) claim);

(e) Wai 1359 (Muriwhenua Land Blocks claim);

(f) Wai 1662 (Muriwhenua Hapū Collective claim); and

(g) Wai 1980 (Parengarenga 3G Block Claim).

11.8 However, historical claims does not include the following claims:

11.8.1 a claim that a member of NgāiTakoto, or a whānau, hapū, or group referred to in clause 11.10.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in clause 11.10.1; and

11.8.2 a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 11.8.1.

11.8.3 To avoid doubt, clause 11.7.1 is not limited by clauses 11.7.2 or 11.7.3.

NGĀITAKOTO

11.9 In this deed, **NgāiTakoto** means:

11.9.1 the iwi, or collective group, composed of individuals descended from one or more NgāiTakoto ancestors; and

11.9.2 every family, whānau, hapū, or group to the extent that it is composed of individuals referred to in clause 11.10.1.

11.10 For the purposes of clause 11.9.1:

11.10.1 a person is **descended** from another person if the first person is descended from the other by:

(a) birth;

(b) legal adoption; or

(c) Māori customary adoption in accordance with NgāiTakoto's tikanga (customary values and practices); and

11.10.2 NgāiTakoto **ancestor** means an individual who:

(a) exercised customary rights by virtue of being descended from Tuwhakatere; and

(b) exercised the customary rights predominantly in relation to the NgāiTakoto area of interest at any time after 6 February 1840; and

11.10.3 **customary rights** means rights according to tikanga Māori (Māori customary values and practices) including:

(a) rights to occupy land;

(b) rights in relation to the use of land or other natural or physical resources; and

(c) rights of burial.

MANDATED NEGOTIATORS

11.11 In this deed, **mandated negotiators** means the NgāiTakoto a Iwi Research Unit Trust and includes the following individuals:

11.11.1 Rangitane Marsden;

11.11.2 Mangu Awarau;

11.11.3 Robert Tamati; and

11.11.4 Wallace Rivers (Chair).

ADDITIONAL DEFINITIONS

11.12 The definitions in part 5 of the general matters schedule apply to this deed.

INTERPRETATION

11.13 Part 6 of the general matters schedule applies to the interpretation of this deed.

SIGNED as a deed on 27 October 2012

SIGNED for and on behalf of)
NGĀITAKOTO)
in the presence of:)

Rangitane Marsden

Signature of Witness

Witness Name:

Occupation:

Address:

Mangu Awarau

Robert Tamati

SIGNED by the trustees of)
TE RŪNANGA O NGĀITAKOTO)
as the governance entity,)
in the presence of:)

Signature of Witness

Witness Name: Rangitane Marsden

Occupation: Manager

Address: 16 Matthews Ave
Kaitaia.

Name:

Name:

Name:

Name:

Name:

Name:

Name:

SIGNED for and behalf of **THE CROWN**)
by the **Minister for Treaty of Waitangi**)
Negotiations in the presence of:)

Christopher Finlayson
Hon Christopher Finlayson

Signature of Witness

Witness Name

Occupation

Address

The **Minister of Finance** only in relation to the indemnities given in part 2 (Tax) of the General Matters Schedule of this Deed in the presence of:

Hon Simon William English

Signature of Witness

Witness Name

Occupation

Address

Other witnesses / members of NgāiTakoto who support the settlement

Rael Erstich

Kaio Rivers (Awarau)

Eva Rivers-Awarau. (Waimanoni)

EVA KARIPA. (WAIMANONI)

Marie Thomas (Waimanoni)

Jessica Thomas (Waimanoni)

Tiana Cartwright (Waimanoni)

mia thomas (Waimanoni)

Therese ford-Cartwright (Waimanoni).

Michael Ford (Waimanoni).

Liana Brazier

Maori Erstich

Te Whanau o Juan Mosa Erstich

Sapphire (Henry) Kaaka.

Samuia. Karipa. (waimanoni)

Nathan Karipa (waimanoni)

Other witnesses / members of NgāiTakoto who support the settlement

Curtis McNab
Kaio KARIPA (Waimanoni)
Kaio Hooper (Waimanoni)
Wallace Rivers (Waimanoni)
Evon Harris (Waimanoni)
Lucy Buchanan (Waitara)
Cyrus Tamati-Tafuna:
Kirituokia Anakihi Harris Awarau
Andrea Pepper-Edwards (Waimanoni)
SAM DOROTHY JEAN RIVERS (WAIMANONI)
Ariana Marsden (Waimanoni).
Pere Marsden-Cochrane 2012
Ngarui Harris-(nee Everitt) Aupouri
Pania Subritzky (Te Aupouri)
Miraka Mepawa Rakich Ngaitakoto
Ngahuia Pou (Waimanoni)
Stella Tamati-Tafunai

Other witnesses / members of NgāiTakoto who support the settlement

P. Kawa N. Mahana.

Cyras Tamati

Kaimaunau

Rachel Harris / Frank & Joanna Harris

Rata & Hone Waitai / Eru & Lata Wright

John Snr Wright.

Hine Awhiki Te Aomarama Anaru (Wrinanori)

Landcorp Farming Ltd

Dixie Anne Tamati

George Hooper

Rivers

Gene Paki Matthews

Other witnesses / members of NgāiTakoto who support the settlement

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