

NGĀTI HINEURU

and

THE CROWN

AGREEMENT IN PRINCIPLE

TO SETTLE

HISTORICAL CLAIMS

2nd October 2012

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THIS AGREEMENT is made on the 2nd day of October 2012

BETWEEN

THE CROWN

AND

NGĀTI HINEURU IWI INCORPORATED

1 BACKGROUND

Mandate and terms of negotiation

- 1.1 The Ngāti Hineuru Iwi has given Ngāti Hineuru Iwi Incorporated a mandate to negotiate with the Crown a deed of settlement settling the historical claims of the Iwi.
- 1.2 The Crown recognised this mandate in October 2009.
- 1.3 Ngāti Hineuru Iwi Incorporated and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation in June 2010.

Nature and scope of deed of settlement agreed

- 1.4 Ngāti Hineuru Iwi Incorporated and the Crown have agreed, in principle, the nature, and scope of the deed of settlement.
- 1.5 This agreement in principle records that agreement.

Approval and signing of this agreement in principle

- 1.6 Ngāti Hineuru Iwi Incorporated has –
 - 1.6.1 held information hui on 8 and 9 September 2012 about the redress to be included in this agreement in principle;
 - 1.6.2 on 29 September 2012 at their AGM received Ngāti Hineuru iwi majority mandate endorsement for Ngāti Hineuru Iwi Incorporated to oversee and manage iwi Treaty claims on behalf of ngā uri o Ngati Hineuru; and
 - 1.6.3 thereby authorised the Board of Ngāti Hineuru Iwi Incorporated to sign this agreement in principle on behalf of the Iwi.

2 AGREEMENT IN PRINCIPLE

2.1 Ngāti Hineuru Iwi Incorporated and the Crown agree –

- 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle;
- 2.1.2 to undertake best endeavours to complete the work to deed of settlement within 18 months of signing of this agreement of principle;
- 2.1.3 that the deed of settlement is to be signed by or on behalf of Ngāti Hineuru and the Crown; and
- 2.1.4 that redress in this agreement in principle is subject, where relevant, to the resolution of overlapping claims to the Crown's satisfaction.

3 HISTORICAL ACCOUNT, CROWN ACKNOWLEDGEMENTS AND APOLOGY

3.1 The deed of settlement will include –

- 3.1.1 an agreed account of the historical relationship between the Iwi and the Crown; and
- 3.1.2 the Crown's acknowledgement of its breaches of the Treaty of Waitangi and other acts and omissions which have caused the Iwi prejudice; and
- 3.1.3 a Crown apology for those breaches of the Treaty of Waitangi and the Crown acts and omissions which have caused the Iwi prejudice.

3.2 The parties will work together in good faith to agree, as soon as reasonably practicable, to, agreeing on or determining the terms of -

- 3.2.1 the historical account; and
- 3.2.2 the Crown's acknowledgement and apology.

4 SETTLEMENT

Settlement of historical claims

4.1 The deed of settlement will provide that, on and from the settlement date -

- 4.1.1 the historical claims of the iwi are settled; and

- 4.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
- 4.1.3 the settlement is final.

Terms of settlement

- 4.2 The terms of the settlement provided in the deed of settlement will be –
 - 4.2.1 those in schedule two; and
 - 4.2.2 any additional terms agreed by the parties.

Redress

- 4.3 The deed of settlement will include a property that this agreement specifies as a cultural redress property, a commercial redress property, or a potential deferred selection property, only if the Crown provides final written confirmation to Ngāti Hineuru Iwi Incorporated that that property is available for settlement.
- 4.4 If the Crown does not provide final written confirmation under clause 4.3 in relation to a property, it is not obliged to substitute another property but in good faith, will consider alternative redress options.

Transfer or vesting of settlement properties

- 4.5 The settlement documentation is to provide that the vesting or transfer of –
 - 4.5.1 a redress property, or a purchased deferred selection property, will be subject to –
 - (a) any further identification; and
 - (b) survey (if required); and
 - (c) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
 - (d) sections 10 and 11 of the Crown Minerals Act 1991; and
 - (e) any relevant provisions included in the settlement documentation; and
 - 4.5.2 a redress property will be subject to any encumbrance or right that –
 - (a) the disclosure information for that property provides will exist at the settlement date; or
 - (b) the settlement documentation requires to be created on or before the settlement date; or

- (c) is entered into on or before the settlement date in accordance with the settlement documentation; and
- 4.5.3 a purchased deferred selection property will be subject to any encumbrance or right that –
- (a) the disclosure information for that property provides will exist at the date the property is purchased by the governance entity; or
 - (b) is entered into in accordance with the deed of settlement before the date the governance entity purchases the property.

5 CULTURAL REDRESS

Cultural Revitalisation Fund

5.1 The Crown offers Ngāti Hineuru Iwi Incorporated a cultural revitalisation fund of \$2 million as part of the Treaty settlement. The purpose of the cultural revitalisation fund is to enable the governance entity to commission research or hold wānanga, or make funds available to acquire culturally-significant sites.

On account

5.2 Ngāti Hineuru Iwi Incorporated and the Crown will in good faith explore the payment on account of up to a maximum of \$1 million of the Cultural Revitalisation Fund. Any on-account payment agreed to by the Crown and Ngāti Hineuru Iwi Incorporated will be subject to the establishment of a Crown-approved Ngāti Hineuru entity to hold for the benefit of Ngāti Hineuru on whose behalf the historical claims are being settled.

Cultural redress properties

5.3 Subject to Clause 4.3, the deed of settlement will provide that the settlement legislation will vest in the governance entity at the settlement date the properties identified in Table 1 as cultural redress properties.

Table 1 – Cultural redress properties

Site name / address	Land holding Agency	Approximate area (Ha)	Legal description	Conditions of transfer
Former Te Hāroto School	OTS	1.8817 ha	Te Haroto 2B2 Lot 1 and Pt Te Haroto 2B1 Lot 2. All CFR 271170. (Subject to survey)	Unencumbered

Esk Conservation Area (part including house)	DOC	1 ha (Total is 27.2 ha)	Sec 18 & 24 and Pt Sec 9 Blk VII Tarawera SD, Sec 1 SO 5377 and Pt Lot 2 DP 11219. (Subject to survey)	Unencumbered
Tarawera Hot Springs Scenic Reserve (grazing land)	DOC	6 ha	Sec 1 & 17 Blk VII Tarawera SD. (Subject to survey)	Unencumbered
Tarawera Hot Springs Scenic Reserve (hot pools site and native bush area)	DOC	Remainder of site (5 ha)	Sec 1 & 17 Blk VII Tarawera SD. (Subject to survey)	Subject to conservation covenant under section 77 of the Reserves Act to protect conservation and habitat values of existing bush area. Covenants will be permissive of use and construction for the purposes of protection and use of the Springs, including access for DOC, its employees, and contractors, for the purposes of monitoring the covenants.
Cashes Bush Conservation Area (part)	DOC	Up to 18.7 ha	Sec 22 Blk I Maungaharuru SD. (Subject to survey)	Subject to scenic reserve status at a location to be identified and agreed between the Crown and NHII but to be located near the summit of Taraponui.
Waipunga Falls Scenic reserve	DOC	Approximately 1 ha	Part Section 4 Block IX Runanga Survey District. All Gazette Notice 463544 (Subject to survey)	Subject to Scenic reserve status. Section 4 Block IX Runanga Survey District. All Gazette Notice 463544. Location centred on the falls and will be agreed between the Crown and NHII.

5.4 Following this agreement Ngāti Hineuru Iwi Incorporated and the Crown will discuss options whereby Ngāti Hineuru Iwi Incorporated may take occupation of the Former Te Haroto School before Settlement Date. These options may include an early transfer at nil consideration, or a lease of the site from the Office of Treaty Settlements at a nominal rental until Settlement Date.

Transfer and Gift-back - Waipunga Falls Scenic Reserve

- 5.5 The deed of settlement will provide for the transfer and gift-back of the site listed in Table 2 to the governance entity at a date to be agreed, on condition that the governance entity gifts the land back to the Crown within a specified period from the date of transfer. The details of the transfer and gift-back arrangement will be consistent with recent Treaty settlements.
- 5.6 The date for the transfer and gift-back may be agreed to be a date and time which has historical and cultural significance to Ngāti Hineuru. Ngāti Hineuru Iwi Incorporated and the Crown will work in good faith on the terms of the transfer and gift-back arrangement between the agreement in principle and the deed of settlement.

Table 2 – Site subject to transfer and gift back

Site name / address	Land holding agency	Approximate area (Ha)	Legal description
Waipunga Falls Scenic Reserve	Department of Conservation	44.5154 hectares, less 1 ha to be vested	Section 4 Block IX Runanga Survey District. All Gazette Notice 463544. Location centred on the falls and will be agreed between the Crown and NHII.

Acquisition and Vesting – Upper Mohaka Domain

- 5.7 The Crown agrees to explore the (all or part) transfer of the Upper Mohaka Domain, Crown land which is currently administered by the Hastings District Council (HDC) for vesting as cultural redress in Ngāti Hineuru (10.6356 hectares, more or less, being Section 15 Block VIII Pohue Survey District. Part Computer Freehold Register HBJ1/1292).

Overlay Classifications

- 5.8 The deed of settlement will provide for the settlement legislation to -
- 5.8.1 declare the sites described in Table 3, as subject to an overlay classification; and
 - 5.8.2 provide the Crown's acknowledgement of a statement of Ngāti Hineuru values in relation to each site; and
 - 5.8.3 require the New Zealand Conservation Authority, or a conservation board -
 - (a) when considering a conservation document, in relation to each site, to have particular regard to –
 - (i) the statement of the Ngāti Hineuru values; and
 - (ii) the protection principles agreed by the parties; and

- (b) before approving a conservation document, in relation to each site to –
- (i) consult with the governance entity; and
 - (ii) have particular regard to the governance entity's views as to the effect of the policy or the document on the Ngāti Hineuru values and the protection principles; and

5.8.4 require the Director-General of Conservation to take action in relation to the protection principles to the extent of his or her discretion; and

5.8.5 enable the making of regulations and bylaws in relation to the site.

Table 3: Sites subject to overlay classifications

Site name/ address	Land holding agency	Approximate area (Ha)	Legal description
Waitere Kiwi Reserve	Department of Conservation	1564.18 ha	Sec 1 & 2 SO 9431, Sec 1 SO 9632, Sec 52 SO 9381, Sec 56 SO 9382, Part Sec 5, 5A and 39 and Parts Sec 6 Blk V Waitara SD.
Waipunga Falls Scenic Reserve	Department of Conservation	44.51 ha (subject to survey and less the area being transferred)	Sec 4 Blk IX Runanga SD.
Cashes Bush Conservation Area (balance)	Department of Conservation	187 ha (subject to survey and less the area transferred)	Sec 22 Blk I Maungaharuru SD

Statutory acknowledgements

5.9 The deed of settlement will provide for the settlement legislation to -

- 5.9.1 provide the Crown's acknowledgement of the statements by Ngāti Hineuru of their particular cultural, spiritual, historical, and traditional association with each of the areas described in Table 4; and
- 5.9.2 require relevant consent authorities, the New Zealand Historic Places Trust and the Environment Court to have regard to the statutory acknowledgements when exercising their powers and functions; and
- 5.9.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area to which the statutory acknowledgement applies as

well as any notices served on the consent authority under section 145(10) of the Resource Management Act 1991 ; and

5.9.4 require relevant consent authorities to record the statutory acknowledgements on certain statutory planning documents under the Resource Management Act 1991; and

5.9.5 enable the governance entity and any member of the claimant group to cite to consent authorities, the New Zealand Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association of the claimant group with the area to which the statutory acknowledgement applies.

5.10 The statutory acknowledgements will not:

5.10.1 affect the lawful rights or interests of a person who is not a party to the deed of settlement;

5.10.2 prevent the Crown from providing a statutory acknowledgement to persons or groups other than the claimant group or the governance entity with respect to the same area.

5.11 The statutory acknowledgements will, in substance, be on similar terms to those provided in recent Treaty settlements.

5.12 The Crown agrees to explore the provision of statutory acknowledgements over those sites described in Table 3.

Table 4: Sites subject to statutory acknowledgements

Site name/ address	Land holding agency	Approximate area (Ha)	Legal Description
Opoto Scenic Reserve	Department of Conservation	93.49 ha	Part Opoto Block
Rangitaiki Conservation Area	Department of Conservation	6133.45 ha	Lot 1 DPS 89456, Lot 2 DPS 33217 and Umupapamaro Block.
Waipunga Forest (Park)	Department of Conservation	11897.8197 ha	Sec 1 & 2 Blk II, Sec 1 & 2 Blk VI, Sec 1 Blk XI and Part Sec 1 Blk II Runanga SD, Part Sec 2 Blk XIV Heruhi SD and Lot 5 DPS 54197.
Kokomoka Forest	Department of	4279.12 ha	Parts Runanga 1A, Part Runanga 1B and

	Conservation		Sec 5 Blk IX Runanga SD.
Whirinaki Te Pau-ā-Tāne Conservation Park (Whirinaki Forest Park)	Department of Conservation	To be confirmed, subject to survey. Part that falls within NHII's area of interest.	Heruiwi 4E, 4F1 and 4I and Part Heruiwi 4A1, 4B1, 4D, 4G and 4H, Part Urewera A and A (Roadway), Part Whirinaki 1No1, 1No3 and 1Sec4B1A, Sec 1 Blk XI and Part Sec 1 Blk IV Heruiwi SD, Part Sec 2 Blk XV and Part Sec 1 Blk XVI Wheao SD, Sec 1 and Part Sec 2 SO 431558, Part Lot 13 DP 21390, Lot 3 DPS 54197 and Part Run 95.
Tarawera Conservation Area	Department of Conservation	1255.70 ha	Sec 2 & 3 SO 10723
Heruiwi Block (part within NHII's area of interest)	Department of Conservation	To be confirmed, subject to survey	Heruiwi 4E, 4F1 and 4I and Part Heruiwi 4A1, 4B1, 4D, 4G and 4H.
Turangakumu Scenic Reserve	Department of Conservation	142.65 ha	Sec 2 Blk XI Tarawera SD
Waipunga Conservation Area	Department of Conservation	83.94 ha	Sec 8, 9 & 10 Blk IV Pohue SD
Stoney Creek Conservation Area	Department of Conservation	1030 ha	Sec 1 SO 10723
Te Kohu Ecological Area	Department of Conservation	2180 ha	Pt Sec 1 Blk XI and Pt Sec 2 Blk XV Heruiwi SD, Pt Lot 13 DP 21390 and Pt Heruiwi 4I, as shown A, B, C & D on SO 52151.
Kaimanawa Forest Park (within NHII's area of interest)	Department of Conservation	To be confirmed, subject to survey	To be identified prior to Deed

Statutory acknowledgements over rivers and tributaries

- 5.13 The deed of settlement will require that, on the settlement date, the Crown provide the governance entity with statutory acknowledgements over the following rivers and their tributaries to the extent they fall within the area of interest on the same terms as set out in clauses 5.9 to 5.11:
- 5.13.1 Mohaka River and tributaries;
 - 5.13.2 Ripia River and tributaries;
 - 5.13.3 Waipunga River and tributaries;
 - 5.13.4 Rangitaiki River and tributaries;
 - 5.13.5 Te Hoe River and tributaries.
- 5.14 The statutory acknowledgements over rivers and tributaries will be subject to clauses 5.15 and 5.16.
- 5.15 In particular, the statutory acknowledgements in relation to riverbeds will not include:
- 5.15.1 a part of the bed of the waterway that is not owned by the Crown; or
 - 5.15.2 land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
 - 5.15.3 an artificial watercourse (which is contemplated as including an irrigation canal, water supply race, canal for the supply of water for electricity power generation, and farm drainage canal).
- 5.16 Statutory acknowledgements over rivers and their tributaries will not extend into those parts of the riverbeds that are within the coastal marine area as defined in the Marine and Coastal Area (Takutai Moana) Act 2011.
- 5.17 The Crown and Ngāti Hineuru Iwi Incorporated will explore the addition of a further river to the list of rivers and tributaries subject to statutory acknowledgements and deeds of recognition.
- 5.18 The Crown and Ngāti Hineuru Iwi Incorporated will explore the provision of further redress over any parts of the adjacent river banks and riparian areas that are owned by the Crown and could include statutory acknowledgements over such areas adjacent to the rivers specified in clause 5.13.

Deed of Recognition

- 5.19 The deed of settlement will require that, on the settlement date, the Crown provide the governance entity with the deed of recognition for the areas referred to in Table 5.

5.20 The deed of recognition will relate to the areas described in Table 5, to the extent those areas are owned and managed by the Crown.

5.21 The deed of recognition will require the Minister of Conservation and the Director-General of Conservation, or Commissioner of Crown Lands, as the case may be, when undertaking certain activities within such an area, to:

5.21.1 consult the governance entity; and

5.21.2 have regard to the governance entity's views concerning Ngāti Hineuru's association with the area as described in a statement of association.

Table 5: Sites subject to deed of recognition

Site name/address	Land holding agency	Approximate area (Ha)	Legal Description
Opoto Scenic Reserve	Department of Conservation	93.49 ha	Part Opoto Block
Rangitaiki Conservation Area	Department of Conservation	6133.45 ha	Lot 1 DPS 89456, Lot 2 DPS 33217 and Umupapamaro Block.
Waipunga Forest	Department of Conservation	11336.30 ha	Sec 1 & 2 Blk II, Sec 1 & 2 Blk VI, Sec 1 Blk XI and Part Sec 1 Blk II Runanga SD, Part Sec 2 Blk XIV Heruiwi SD and Lot 5 DPS 54197.
Kokomoka Forest	Department of Conservation	4278.9 ha	Parts Runanga 1A, Part Runanga 1B and Sec 5 Blk IX Runanga SD.
Turangakumu Scenic Reserve	Department of Conservation	142.65 ha	Sec 2 Blk XI Tarawera SD
Waipunga Conservation Area	Department of Conservation	83.94 ha	Sec 8, 9 & 10 Blk IV Pohue SD
Stoney Creek Conservation Area	Department of Conservation	1030 ha	Sec 1 SO 10723
Te Kohu Ecological Area	Department of Conservation	2180 ha	Pt Sec 1 Blk XI and Pt Sec 2 Blk XV Heruiwi SD, Pt Lot 13 DP 21390 and Pt Heruiwi 4I, as shown A, B, C & D on SO 52151.

Deed of recognition over rivers and tributaries

- 5.22 The deed of settlement will provide for a deed of recognition over the rivers and tributaries listed in clause 5.13 on the same terms as set out in 5.21. The deed of recognition over rivers and tributaries to be provided to the governance entity will, in substance, be on similar terms to those provided in recent Treaty settlements and will apply to parts of rivers and tributaries that are located upstream of the coastal marine area as defined in the Marine and Coastal Area (Takutai Moana) Act 2011.

Pouwhenua and interpretation panel funding

- 5.23 The deed of settlement will provide that the Crown will pay the governance entity on the settlement date the sum of \$15,000 for the purpose of erecting pouwhenua or interpretation panels on Crown or council-owned sites of historical and cultural importance to Ngāti Hineuru.
- 5.24 Following the signing of this agreement Ngāti Hineuru Iwi Incorporated and the Crown will in good faith explore the identification of suitable sites for the location of these pouwhenua. The Crown will explore with Ngāti Hineuru Iwi Incorporated the placement of a pouwhenua in the Mohaka River Conservation Area.
- 5.25 The Crown will facilitate discussions with the Historic Places Trust for erection of a pou at the Rūnanga Armed Constabulary Reserve and with the New Zealand Transport Authority and the Department of Conservation in respect to the Waipunga Falls area.

New and altered geographic names

- 5.26 The Crown will invite Ngāti Hineuru Iwi Incorporated to develop a list of new and altered geographic name changes for geographic features within the area of interest for submission to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, to be considered under the standard Treaty names processes followed by the Board.
- 5.27 The deed of settlement will provide for the settlement legislation to –
- 5.27.1 assign new geographic names to currently unnamed geographic features identified in the deed of settlement as new geographic names that the responsible Minister agrees are to be new geographic names; and
 - 5.27.2 alter the existing geographic place names to the new geographic names, if the responsible Minister agrees to that alteration.

New and altered Department of Conservation names

- 5.28 The Crown will invite the Ngāti Hineuru Iwi Incorporated to submit a list of new and altered place name changes in relation to lands within their area of interest administered by the Department of Conservation that they would wish to have changed and agrees to negotiate those changes with Ngāti Hineuru Iwi Incorporated prior to the deed of settlement.

Non-exclusive cultural redress

- 5.29 Where cultural redress is non-exclusive, the Crown may do anything that is consistent with the cultural redress contemplated by this agreement, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress. However prior to finalising such redress to another group the Crown will consult with Ngāti Hineuru Iwi Incorporated or the governance entity as the case may be.
- 5.30 The Crown must not enter into another settlement with another iwi or hapū that provides for the same cultural redress where that redress has been made available exclusively for Ngāti Hineuru.
- 5.31 Clause 5.29 is not an acknowledgement by the Crown or the iwi that any other iwi or group has interests in relation to land or an area to which any of the non-exclusive cultural redress relates.

RELATIONSHIP REDRESS

- 5.32 Relationship redress acknowledges and supports the aspirations of Ngāti Hineuru for greater relationships with central Crown agencies, local authorities and non-Crown organisations. The forms of relationship redress are set out below. The forms of relationship redress are set out in clauses 5.33 to 5.46.

Protocols

- 5.33 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:
- 5.33.1 exercise its functions, powers and duties in relation to specified matters within its control in the area of interest; and
 - 5.33.2 consult and interact with Ngāti Hineuru on a continuing basis and enable that group to have input into its decision-making processes.
- 5.34 The protocols offered to the governance entity will be, in substance, on the same terms as those in previous Treaty settlements. The deed of settlement and the settlement legislation will provide for the following Ministers to issue protocols to the governance entity. A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.
- 5.35 The following Ministers will issue protocols to the governance entity:
- 5.35.1 the Minister for Energy and Resources in respect of Crown minerals; and
 - 5.35.2 the Minister for Arts, Culture and Heritage.

Partnership Agreement with the Minister of Conservation

5.36 The deed of settlement will provide for a partnership agreement (to be known as a Kawenata) with the Minister of Conservation, on same terms to that in schedule 3.

Relationship Agreement with the Ministry for the Environment

5.37 Before the Initialling of the deed of settlement, the parties agree to explore the formation of a relationship agreement between the governance entity and the Ministry for the Environment to enable the parties to maintain a constructive working relationship.

5.38 The relationship agreement will address communication channels and how the governance entity can provide feedback to the Ministry for the Environment on the effect and implementation of the Resource Management Act 1991 in the governance entity's area of interest, and on any other matters within scope of the Ministry for the Environment's role and functions.

Letter of Recognition from Ministry for Primary Industries with respect to fisheries

5.39 The Crown offers to provide the governance entity with a letter from the Ministry for Primary Industries that recognises Ngāti Hineuru as tāngata whenua:

5.39.1 who are entitled to have input and participation in certain fisheries management processes that relate to fish stocks in their area of interest and that are subject to the Fisheries Act 1996; and

5.39.2 have a special relationship with all species of fish, aquatic life and seaweed within their area of interest and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.

5.40 The Ministry for Primary Industries will discuss and agree the form and content of the letter with Ngāti Hineuru.

5.41 The deed of settlement will record that the Director General of the Ministry for Primary Industries will write to the governance entity confirming -

5.41.1 that the Ministry recognises Ngāti Hineuru as tāngata whenua within their area of interest and have a special relationship with all species of fish, aquatic life and seaweed within their area of interest;

5.41.2 how Ngāti Hineuru can have input and participation into the Ministry's national fisheries plans; and

5.41.3 how Ngāti Hineuru can implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within their area of interest.

5.42 The Crown will also explore with Ngāti Hineuru Iwi Incorporated the opportunity for Ngāti Hineuru to be an advisory committee to the Ministry for Primary Industries in relation to the Mohaka River. The role of the advisory committee would be to provide written advice should the Ministry decide to propose changes to the current restrictions relating to the commercial

taking of aquatic life from the Mohaka River. Further, if the Minister for Primary Industries or the Ministry is seeking to make any fisheries management decision in relation to the River, they will have an obligation to consult with the governance entity.

Letters of introduction to agencies

5.43 As soon as practical following signing of this agreement, the Crown will write letters of introduction to the following agencies or any other agencies as agreed between Ngāti Hineuru Iwi Incorporated and the Crown, to introduce Ngāti Hineuru -

5.43.1 Ministry of Justice;

5.43.2 Ministry of Health;

5.43.3 Ministry of Business, Innovation and Employment;

5.43.4 Ministry of Education;

5.43.5 Ministry of Māori Development;

5.43.6 Ministry of Social Development;

5.43.7 Department of Internal Affairs (National Library and Archives functions); and

5.43.8 New Zealand Police.

5.44 The purpose of the letters is to raise the profile of Ngāti Hineuru with Crown agencies and provide a platform for better engagement between Ngāti Hineuru and those agencies in the future. The text of the letters will be agreed between Ngāti Hineuru Iwi Incorporated and the Crown and issued as soon as practicable after the signing of this agreement and before the deed of settlement is finalised.

5.45 The early provision of the letters will enable Ngāti Hineuru to approach the agencies prior to achieving settlement, and help agencies understand how Ngāti Hineuru fits into their service area.

Letters of introduction to non-core Crown agencies and non-Crown agencies

5.46 Following signing of this agreement, the Crown will write letters of introduction to the following non-core Crown agencies, non-Crown agencies and any other agencies as agreed between Ngāti Hineuru Iwi Incorporated and the Crown, to introduce Ngāti Hineuru -

5.46.1 Historic Places Trust;

5.46.2 New Zealand Geographic Board;

5.46.3 Hawke's Bay Regional Council;

5.46.4 Napier City Council;

- 5.46.5 Hastings District Council;
- 5.46.6 Fish and Game Council of New Zealand;
- 5.46.7 New Zealand Transport Agency; and
- 5.46.8 Museums (to be identified and agreed between the parties before deed of settlement).

5.47 The purpose of the letters is to raise the profile of Ngāti Hineuru with non-core Crown agencies and non-Crown agencies and provide a platform for better engagement between Ngāti Hineuru and those agencies in the future. The text of the letters will be agreed between Ngāti Hineuru Iwi Incorporated and the Crown and issued as soon as practicable after the signing of this agreement and before the deed of settlement is finalised.

Hawke’s Bay Regional Council Joint Planning Committee

5.48 The deed of settlement will provide for Ngāti Hineuru membership on the Hawke’s Bay Regional Council Joint Planning Committee as provided for in schedule 4.

Rangitaiki River Forum

5.49 The deed of settlement will provide for the settlement legislation to grant the governance entity membership on the Rangitaiki River Forum.

6 WOODSTOCK STATION CULTURAL REDRESS

6.1 The Crown offers the following cultural redress gifting at Woodstock Station.

Site	Approx area (Ha)	Legal Description	Agency	Conditions of Transfer
Woodstock Station (part)	100 ha	Within (Sec 1 SO 9378, Sec 53 SO 9380, Sec 1 & 2 SO 10198 and Sec 1 – 3 SO 10223).	Office of Treaty Settlements	Fee simple subject to existing encumbrances. Subject to the location of the site being negotiated and agreed with the Crown. Subject to the location of the site preserving the integrity of the ongoing and autonomous operation of the balance of Woodstock Station as a farm.

6.2 Ngāti Hineuru Iwi Incorporated will have the right to elect whether to receive a transfer of 100 hectares of Woodstock Station as fee simple subject to existing encumbrances, and subject to the location of the site being negotiated and agreed with the Crown, and subject to the location of the site preserving the integrity of the ongoing and autonomous operation of the balance of Woodstock Station as a farm.

- 6.3 If Ngāti Hineuru identify any additional sites of cultural significance at Woodstock Station, the parties will explore and may agree further areas to include in the cultural redress over the Woodstock Station subject to the conditions of transfer outlined in Clause 6.1.
- 6.4 Subject to the conditions of transfer outlined in clause 6.1, the site shall be provided with appropriate easements for access ways and water and other facilities suitable for future Ngāti Hineuru use. This clause does not extend to the construction of such access ways and other facilities where these are not already in place.
- 6.5 In the event that Ngāti Hineuru Iwi Incorporated and the Crown cannot agree on a suitable site the Crown will pay to the governance entity on settlement date a sum equivalent to the value of 100 hectares, based on the average land value per hectare for Woodstock Station. The payment shall be for cultural purposes in lieu of cultural redress over Woodstock Station.

7 WOODSTOCK STATION COMMERCIAL REDRESS

- 7.1 The Crown offers the following commercial redress property at Woodstock Station.

Site	Approx area (Ha)	Legal Description	Agency	Conditions of Transfer
Woodstock Station (part)	2160 ha less the Woodstock Station Cultural Redress site of 100ha	Within (Sec 1 SO 9378, Sec 53 SO 9380, Sec 1 & 2 SO 10198 and Sec 1 – 3 SO 10223).	Office of Treaty Settlements	Fee simple subject to existing encumbrances. Subject to the location of the land being negotiated and agreed with the Crown. Subject to the location of the land preserving the integrity of the ongoing and autonomous operation of this part of Woodstock Station as a farm.

8 FINANCIAL AND COMMERCIAL REDRESS

Financial and commercial redress amount

- 8.1 The deed of settlement will provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$25 million less the agreed transfer values of –
- 8.1.1 any commercial redress properties agreed by the parties for transfer on settlement date (including properties held in the Office of Treaty Settlements Landbank); and
- 8.1.2 Crown forest licensed land.

Crown Forest Licensed Land Redress

- 8.2 The deed of settlement will provide for the governance entity to have a right to purchase that part of the Esk Forest licensed land listed in Table 6 that is within the Ngāti Hineuru area of interest.

Table 6: Crown Forest Licensed Land

Land Holding Agency	Property Name / Address	Legal Description
LINZ	(Part) Esk Forest	Lot 1 DP 21637, Part Lot 1 & Lot 2 DP 21753, Lot 1 DP 21875, Lot 1 DP 21937, Lots 1-4 DP 21993, Lot 1 DP 21994, Lots 1-4 DP 21995.

- 8.3 If such licensed land is to be transferred to the governance entity, the settlement documentation is to provide -
- 8.3.1 such licensed land is to cease to be Crown forest land upon registration of the transfer; and
 - 8.3.2 from the settlement date, the governance entity is to be, in relation to such licensed land –
 - (a) the licensor under the Crown forestry licence in relation to the licensed land; and
 - (b) a confirmed beneficiary under clause 11.1 of the Crown Forestry Rental Trust deed; and
 - (c) entitled to the rental proceeds under the Crown forestry rental licence in respect to the licensed land since the commencement of the licence.
- 8.4 As documented on the Forest Emission Unit Trust (FEUT) website, MAF (now the Ministry for Primary Industries) has made a final determination of 113,364 New Zealand Units for the Esk Forest, of which 44,086 units have been transferred to FEUT, to date. As specified in clause 6.1 of FEUT's Deed of Trust, as soon as reasonably practicable after Eligible CFL Land has been transferred to a Beneficiary pursuant to a Treaty of Waitangi settlement, the Trustees must:
- 8.4.1 determine the number of New Zealand Units that the relevant Beneficiary is entitled to receive in respect of that land; and
 - 8.4.2 transfer the New Zealand Units received in respect of applications by the Trust to the relevant Beneficiary.

Commercial Redress Properties

- 8.5 Subject to clause 4.3, the deed of settlement will provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in Table 7 and Woodstock Station Commercial Redress as commercial redress properties that the parties agree are to be commercial redress properties.
- 8.6 Following the signing of this agreement the Crown will confirm the availability of the properties described in Table 7 and explore with Ngāti Hineuru iwi Incorporated prior to deed of settlement whether any other commercial redress properties have become surplus or available for transfer.

Table 7: Commercial redress properties

Property name / address	Land holding agency	Approximate area (Ha)	Legal description
State Highway 5, Tarawera	LINZ (LIPS ID 16186)	2.2041 ha	Suburban Section 19 Tarawera SO 7928
Waitara Road, Waimahanga	LINZ (LIPS ID 11403)	0.9825ha	Sec 30 Blk VIII Pohue SD SO 7847 Gravel Reserve

Deferred selection properties

- 8.7 The deed of settlement will provide that the governance entity may, for three years after the settlement date, purchase at an agreed transfer value surplus core Crown properties identified as being available for purchase that the parties agree are to be deferred selection properties.
- 8.8 The deed of settlement will provide that the governance entity may, for one year after the settlement date, purchase at an agreed transfer value surplus core Crown properties in the Office of Treaty Settlements landbank identified as being available for purchase that the parties agree are to be deferred selection properties.

Purchase and leaseback

- 8.9 The Crown offers to explore, in accordance with Crown policy and as identified by Ngāti Hineuru iwi Incorporated, the availability of Rangitaiki School as a non-surplus Ministry of Education property for purchase by the governance entity on Settlement Date on the condition the property is leased back by the governance entity to the Crown from the date of its purchase on commercial terms agreeable to the Crown.
- 8.10 Any lease-back would be subject to Ministerial approval and to the Ministry of Education and Ngāti Hineuru agreeing on the terms and conditions in the Ministry's standard Treaty lease. In particular, the lease will relate to the land only, with the ownership of all improvements remaining unaffected by the transfer.

Valuation

8.11 Unless any property has been agreed to be a deferred selection property under clause 8.7 and 8.8, the transfer value of commercial redress properties will be agreed by the parties before the initialling of the deed of settlement.

Right of First Refusal

8.12 The settlement documentation will provide that –

8.12.1 the governance entity will have a RFR in relation to a disposal by the Crown of any of the land listed in Table 8 if, on the settlement date, it is owned by the Crown

8.12.2 and the Crown is able to offer such a right; and

8.12.3 the RFR will apply for 172 years from the settlement date; and

8.12.4 the terms of the RFR will be agreed between the parties as part of the preparation of the deed of settlement and will be consistent with recent Treaty settlements.

8.13 Following the signing of this agreement the Crown will confirm the availability of the properties described in Table 8 and explore with Ngāti Hineuru iwi Incorporated prior to deed of settlement whether any other properties are available for a right of first refusal.

Table 8: Right of First Refusal Properties for exploration

Property name / address	Land holding agency	Approximate area (Ha)	Legal Description
Pohokura Road	NZ Police (quarter share)	10.0163 ha	Sec 1 & 2 SO 6909
SH 5 Rangitaiki	NZTA	6.9447 ha	Pts Lot 1 DPS 7716, possibly includes the adjoining portions of Closed Road (0.2168 ha, 0.4449 ha and 1.4986 ha) subject to NZTA approval
SH 5 Pohokura	NZTA	1.0927 ha	Pt Sec 1 Blk IX Runanga SD, possibly includes the adjoining portions of Closed Road (0.0733 ha) subject to NZTA approval

8.14 The Crown agrees to explore –

8.14.1 the governance entity having a RFR in relation to a disposal by the Crown of any of the land within an area to be agreed if, on the settlement date, it is owned by the Crown and the Crown is able to offer such a right; and

8.14.2 the RFR will apply for 172 years from the settlement date; and

- 8.14.3 the terms of the RFR will be agreed between the parties as part of the preparation of the deed of settlement and will be consistent with recent Treaty settlements.

Purchase of Local Authority lands as commercial redress

- 8.15 The Crown agrees to explore the purchase of further property administered by Hastings District Council (HDC) and Hawke's Bay Regional Council (HBRC), at a fair market value, for use in a Treaty settlement with Ngāti Hineuru Iwi Incorporated. This arrangement is distinct from the contemplated purchase and vesting of the Upper Mohaka Domain as cultural redress (gifting).
- 8.16 The value of any such purchase under clause 8.13 will be deducted from the financial and commercial redress amount.

9 CENTRAL NORTH ISLAND CROWN AGREED PROPORTION

Central North Island Forests Land

- 9.1 On 25 June 2008 CNI Forests Iwi Collective entered into a deed of settlement with the Crown relating to their claims over Central North Island Forests Land (*CNI Forests Land*). The settlement was effected by the transfer of the CNI Forests Land to CNI Iwi Holdings Limited, a trustee for the benefit of the Collective and the Crown. The Crown retained a 10% beneficial interest as a beneficiary under the trust to enable it to meet obligations to other iwi or hapū having claims to part of the CNI Forests Land, one of which is Ngāti Hineuru.
- 9.2 The Collective proposed to the Crown and Ngāti Hineuru that, instead of Ngāti Hineuru being allocated any CNI Forests Land, the Crown would accept the addition of Ngāti Hineuru as a beneficiary of the trust, with a beneficial entitlement to the CNI Forests Land, in substitution for the Crown in respect of a share of the Crown 10% beneficial interest but on the basis that the redemption of the share of the Crown 10% beneficial interest applicable to the Ngāti Hineuru claim would be effected by way of the Trustee paying a cash sum of \$16 million for the ultimate benefit of Ngāti Hineuru, in consideration for Ngāti Hineuru relinquishing its rights as a Beneficiary and its historical CNI Forests Land claims.
- 9.3 Ngāti Hineuru accepted the Collective's offer in full and final settlement of its claim to a share of CNI Forests Land on the terms and conditions set out in deeds with the Collective and the Crown. Under the deeds, Ngāti Hineuru relinquished its historical CNI Forests Land claims and any interest, future, contingent or otherwise, in the Crown 10% beneficial interest and the CNI Forests Land.
- 9.4 Ngāti Hineuru also waived its right to make any claim in any court, tribunal, or other judicial body in relation to the historical CNI Forests Land Claims and acknowledged that legislation to give effect to any future comprehensive settlement of their historic Treaty claims may include provisions giving effect to these commitments by excluding the jurisdiction of courts, tribunals and other judicial bodies.

10 INTEREST AND TAX

Interest

10.1 The deed of settlement will provide for the Crown to pay to the governance entity, on the settlement date, interest on the financial and commercial redress amount -

10.1.1 for the period –

(a) beginning on the date of this agreement; and

(b) ending on the day before the settlement date; and

10.1.2 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.

10.2 The interest is to be -

10.2.1 subject to any tax payable; and

10.2.2 payable after withholding any tax required by legislation to be withheld.

Tax

10.3 Subject to the Minister of Finance's consent, the deed of settlement will provide that the Crown must indemnify the governance entity for –

10.3.1 any GST or income tax payable in respect of the provision of Crown redress; and

10.4 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress -

10.4.1 an imputed credit for GST purposes; or

10.4.2 a deduction for income tax purposes.

11 NEXT STEPS

Disclosure information

11.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ngāti Hineuru Iwi Incorporated, disclosure information in relation to -

11.1.1 each cultural redress property; and

11.1.2 each commercial redress property; and

11.1.3 each potential deferred selection property.

Resolution of outstanding matters

11.2 The parties will work together in good faith to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including, but not limited to, agreeing on or determining, as the case may be -

11.2.1 the cultural redress properties, the commercial redress properties, the deferred selection properties, and the RFR land; and

11.2.2 the transfer values of the commercial redress properties; and

11.2.3 the following documents -

(a) the statement of Ngāti Hineuru values, and the protection principles, in relation to the overlay classification sites;

(b) Ngāti Hineuru Iwi statements of association with the relevant areas;

(c) the deeds of recognition;

(d) the protocols;

(e) the Ministry for Primary Industries Letter of Recognition regarding fisheries;

(f) the draft settlement legislation; and

11.2.4 all other necessary matters.

Development of governance entity and ratification process

11.3 Ngāti Hineuru Iwi Incorporated will, as soon as reasonably practicable -

11.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 12.1.2(a); and

11.3.2 develop a ratification process referred to clause 12.1.2(b) that is approved by the Crown.

12 CONDITIONS

Entry into deed of settlement conditional

12.1 The Crown's entry into a deed of settlement is subject to -

12.1.1 Cabinet agreeing to the settlement and the redress; and

- 12.1.2 the Crown being satisfied Ngāti Hineuru has –
- (a) established a governance entity that is appropriate to receive the redress; and provides, for Ngāti Hineuru –
 - (I) appropriate representation; and
 - (II) transparent decision-making and dispute resolution processes; and
 - (III) full accountability to Ngāti Hineuru; and
 - (b) approved, by a ratification process approved by the Crown –
 - (i) the governance entity to receive the redress; and
 - (ii) the settlement on the terms provided in the deed of settlement; and
 - (iii) signatories to sign the deed of settlement on behalf of Ngāti Hineuru.
- 1.1.2 the Crown being satisfied that overlapping interests from other claimant groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress.

Settlement conditional on settlement legislation

- 12.2 The deed of settlement will provide that the settlement is conditional on settlement legislation coming into force.
- 12.3 Some of the provisions of the deed of settlement may be binding from its signing.

13 GENERAL

Nature of this agreement

- 13.1 This agreement–
- 13.1.1 is entered into without prejudice; and
 - 13.1.2 may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and
 - 13.1.3 is non-binding; and
 - 13.1.4 does not create legal relations.

Termination of this agreement

- 13.2 The Crown or Ngāti Hineuru Iwi Incorporated, on behalf of Ngāti Hineuru, may terminate this agreement by notice to the other.
- 13.3 Before terminating this agreement, the Crown or Ngāti Hineuru Iwi Incorporated, as the case may be, must give the other at least 20 business days' notice of an intention to terminate.
- 13.4 This agreement remains without prejudice even if it is terminated.

Definitions

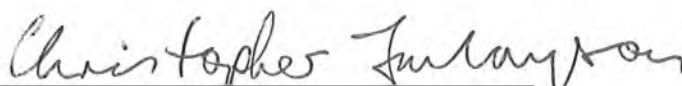
- 13.5 In this agreement—
- 13.5.1 the terms defined in schedule 1 have the meanings given to them by that schedule;
- 13.5.2 the terms indicated in bold in schedule 1 are intended to be defined terms; and
- 13.5.3 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

Interpretation

- 13.6 In this agreement -
- 13.6.1 headings are not to affect its interpretation; and
- 13.6.2 the singular includes the plural and vice versa.
- 13.7 Provisions in –
- 13.7.1 the schedules to this agreement are referred to as paragraphs; and
- 13.7.2 other parts of this agreement are referred to as clauses.

SIGNED on 2 October 2012

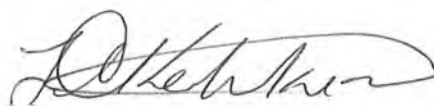
Signed for and on behalf of the **CROWN** by
the Minister for Treaty of Waitangi
Negotiations




Hon Christopher Finlayson

Signed for and on behalf of

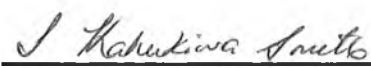
NGĀTI HINEURU IWI INCORPORATED



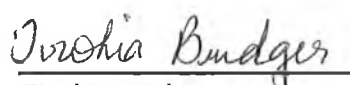

Tuhiao Kahukiwa
Chairperson



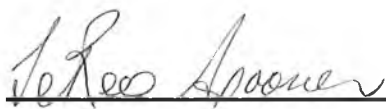
Karauna Brown
Deputy Chairperson




Ivy Kahukiwa Smith
Board member

Tirohia Bridger
Board member



Te Reo Spooner
Board member



Toi Tawhai
Board member

Temepara Bartholomew
Board member

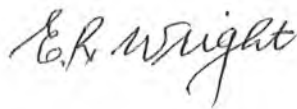


Renata Bush
Board member

John Wano
Board member



Joyce Eparaima



Na v e r o m e
Sheridan
Mikayla

Anika

Dilyn Atkins.

Rere Puna



Awhani He Uiri Rere Rona no ngati Hinem

Puna

Puna Joe Oka Brown

Natasha Warren

d. M. Oun

(Moko) Hannah Puna.



Mona Davis (Waimori)

Annie Temorapa, daughter of Mairi Te Kure Brown
Reneana Lipehe.

Mereana Bran

Mary Clark.

Janice Keper Kahukimoi
David Puna. D. W. —

MACKY SMITH d. Sma

Hapi Crawford to Crawford

Bevan Maiki Taylor.

J. Hopman

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SCHEDULE 1

DEFINITIONS

Key terms used in this document are defined as follows:

Historical claims

1. The deed of settlement will provide that **historical claims** -

1.1 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 the Iwi, 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 the Treaty of Waitangi or its principles; or

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(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; and

1.2 includes every other claim to the Waitangi Tribunal to which paragraph 1.1 applies, so far as it relates to Ngāti Hineuru or a representative entity, including the following claims:

(a) Wai 1034 – (Urewera and Central North Island Inquiries claim); and

(b) Wai 299 – (Mohaka-Waikare Raupatu/Confiscation claim); and

(c) Wai 400 – (Ahuriri Purchase claim); and

(d) Wai 599 – (Tarawera no. 7 block claim); and

(e) Wai 600 – (Tarawera no. 1F block claim); and

- (f) Wai 191 (Tarawera confiscations claim [Napier/Taupō]); and
- (g) such other Wai claims identified by the Ngāti Hineuru in the course of negotiations;

2 The deed of settlement will, to avoid doubt, provide paragraph 1.1 is not limited by paragraphs 1.2.

Ngāti Hineuru Iwi

3. The deed of settlement will provide that Ngāti Hineuru and Iwi means-

3.1 the collective group composed of individuals who descend from the eponymous ancestress, Hineuru (through her first marriage to Kiripakeke);

3.3 every whānau, hapū, or group of individuals to the extent that the whānau, hapū, or group of individuals is composed of individuals referred to in paragraph 3.1; and

3.3 every individual referred to in paragraph 3.1.

4. The deed of settlement will provide, for the purposes of paragraph 3.1, -

4.1 a person is descended from another person if the first person is descended from the other by birth; or

4.2 legal adoption; and whāngai adoption insofar as Ngāti Hineuru acknowledges customary whāngai adoption within their own tikanga and recognise whāngai for the purposes of their respective claims.

Other definitions

5. In this agreement –

area of interest means the area identified as the area of interest in Attachment 1; and

business day means a day that is not –

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (d) a day that is observed as the anniversary of the province of –
 - (i) Wellington; or
 - (ii) Hawke's Bay; and

coastal marine area has the meaning given to it in section 2 of the Resource Management Act 1991; and

commercial redress property includes but is not limited to each property described in Table 7 and Woodstock Station Commercial Redress; and

conservation document means a national park management plan, conservation management strategy, or conservation management plan; and

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

Crown forest land has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown forestry licence has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

Crown Forestry Rental Trust deed means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

Crown leaseback in relation to a leaseback commercial redress property, means the lease to be entered into by the governance entity and the Crown; and

Crown redress -

(a) means redress –

(i) provided by the Crown to the governance entity; or

(ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and

(b) includes any right of the governance entity under the settlement documentation –

(i) to acquire a deferred selection property; or

(ii) of first refusal in relation to RFR land; but

(c) does not include -

(i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or

(ii) a deferred selection property or RFR land; or

(iii) any on-account payment made to entities other than the governance entity; and

cultural redress includes, but is not limited to, the redress outlined in clause 5; and

cultural redress property includes but is not limited to each property described in Table 1; and

customary rights means rights according to tikanga Māori (Māori customary values and practices), including -

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources associated with that land.

deed of settlement means the deed of settlement to be developed under clause 2.1.1; and

deferred selection property means each property described as a deferred selection property in the deed of settlement; and

Department means Department of Conservation; and

disclosure information means-

- (a) in relation to a redress property, the information to be provided by the Crown to NHII under clause 11; and
- (b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

encumbrance, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right affecting that property; and

financial and commercial redress means the redress to be provided under the settlement documentation referred to in clause 8; and

financial and commercial redress amount means the amount referred to as the financial and commercial redress amount in clause 8.1; and

governance entity means the governance entity to be formed by Ngāti Hineuru under clause 11.3; and

Iwi has the meaning ascribed to that term in paragraph 3 of Schedule 1; and

Kawenata means partnership agreement for the purposes of clause 5.36;

leaseback property means each commercial redress property and each deferred selection property which is subject to a leaseback to the Crown; and

licensed land means the Crown forest licensed land listed in Table 6, and which is subject to a Crown forestry licence but excluding –

- (a) all trees growing, standing, or lying on the land; and
- (b) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; and

Marine and coastal area has the meaning given to it in section 9 of the Marine and Coastal Area (Takutai Moana) Act 2011; and

Ngāti Hineuru has the meaning ascribed to that term in paragraph 3 of Schedule 1; and

Ngāti Hineuru Iwi Incorporated is the entity the Crown has recognised that holds the mandate to represent Ngāti Hineuru in negotiations to settle the historical claims as set out in the Terms of Negotiation between Ngāti Hineuru Iwi Incorporated and the Crown signed in June 2010; and

on-account payment means a payment, made prior to settlement date, that the parties agree is provided in part settlement of the historical claims; and

party means each of Ngāti Hineuru Iwi Incorporated and the Crown; and

potential deferred selection property means a property referred to in clause 8.7 and 8.8; and

protocol means a protocol referred to in clause 5.33; and

purchased deferred selection property means each deferred selection property in relation to which the governance entity and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; and

Rangitaiki River Forum means the Rangitaiki River Forum defined in section 108 of the Ngāti Whare Claims Settlement Act 2012; and

redress means the following to be provided under the settlement documentation –

- (a) the Crown’s acknowledgment and apology referred to in clause 3.1;
- (b) the financial and commercial redress;
- (c) the cultural redress; and

redress property means-

- (a) each cultural redress property; and
- (b) each commercial redress property; and

redress rivers means the rivers listed in clause 5.13 and their tributaries;

Regional Council means Hawke’s Bay Regional Council; and

representative entity means a person or persons acting for or on behalf of the Ngāti Hineuru; and

resumptive memorial means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986;
- (b) 211 of the Education Act 1989;
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

RFR means the right of first refusal referred to in clause 8.12 and 8.13; and

RFR land is land subject to a right of first refusal as provided in clause 8.12 and 8.13; and

settlement means the settlement of the historical claims under the settlement documentation; and

settlement date means the date that is 20 business days after the date on which the settlement legislation comes into force; and

settlement documentation means a document to be entered into by the Crown to give effect to the deed of settlement and includes the deed of settlement and the settlement legislation; and

settlement legislation means the legislation giving effect to the deed of settlement; and

statement of association means each statement of association referred to in clauses 5.9 and 5.21; and

statutory acknowledgement means each acknowledgement referred to in clauses 5.9 and 5.13; and

transfer value means the amount payable upon the transfer of a commercial redress property to the governance entity; and

Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975.

SCHEDULE 2

SETTLEMENT TERMS

Rights unaffected

- 1.1 The deed of settlement is to provide that, except as provided in the settlement documentation, the rights and obligations of the parties will remain unaffected.

Acknowledgments

- 1.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –
- 1.2.1 the other parties have acted honourably and reasonably in relation to the settlement; but
 - 1.2.2 it is not possible to compensate Ngāti Hineuru fully for all the loss and prejudice suffered; and
 - 1.2.3 Ngāti Hineuru intends their foregoing of full compensation to contribute to New Zealand's development; and
 - 1.2.4 the settlement is intended to enhance the ongoing relationship between Ngāti Hineuru and the Crown (in terms of the Treaty of Waitangi, its principles, and otherwise).
- 1.3 **Ngāti Hineuru Iwi Incorporated** is to acknowledge in the deed of settlement that –
- 1.3.1 taking all matters into consideration in paragraph 1.2, the settlement is fair in the circumstances; and
 - 1.3.2 the redress –
 - (a) is intended to benefit Ngāti Hineuru collectively; but
 - (b) may benefit particular members, or particular groups of members, of Ngāti Hineuru if the governance entity so determines in accordance with the governance entity's procedures.

Implementation

- 1.4 The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation), –
- 1.4.1 settle the historic claims; and
 - 1.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
 - 1.4.3 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties; and

- 1.4.4 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply to any settlement document; and
 - 1.4.5 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 1.5 The deed of settlement is to provide –
- 1.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
 - 1.5.2 the Crown may, after the settlement date advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement; and
 - 1.5.3 the Crown may cease any land bank arrangement in relation to the Ngāti Hineuru, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed of settlement.

Redress maintenance and transfer

- 1.6 Until the settlement date, the Crown must:
- 1.6.1 continue to manage and administer each redress property in accordance with its existing practices for the property; and
 - 1.6.2 maintain each redress property in substantially the same condition that it is in at the date of this agreement.
- 1.7 Until the settlement date, the Crown must consult with, and obtain the prior written consent of, Ngāti Hineuru Iwi Incorporated or the governance entity, whichever is appropriate, (which will not be unreasonably withheld or delayed) before:
- 1.7.1 agreeing to any material variation in the terms of a disclosed encumbrance affecting or benefiting a redress property; or
 - 1.7.2 procuring any consent, or providing any waiver, under the Resource Management Act 1991, or other legislation, that materially affects a redress property.
- 1.8 The deed of settlement is to provide that the Crown will have an obligation to undertake such work, survey or other pre-conditions to the transfer to the governance entity of the redress properties as required by this agreement. In particular:
- 1.8.1 the Crown must arrange, and pay for, the preparation, approval, and where applicable the deposit, of a cadastral survey dataset of a redress property to the extent it is required to enable the issue, under the settlement legislation, of a computer freehold register for the property.
 - 1.8.2 the Crown will pay any registration costs of any documents required to support the vesting of the redress properties in the governance entity.
- 1.9 Unless otherwise specified, the Governance Entity will be responsible following transfer for the maintenance of the commercial and cultural redress properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity

responses and removal of refuse if required. The Governance Entity will also become liable for the payment of any rates that become payable after transfer of the commercial and cultural redress properties.

SCHEDULE 3

DRAFT PARTNERSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION

NGĀTI HINEURU

and

THE MINISTER OF CONSERVATION

And

THE DIRECTOR GENERAL OF CONSERVATION

KAWENATA / PARTNERSHIP AGREEMENT

[]

1 NGATI HINEURU

- 1.1 *[statement in respect to traditional lands, values and vision for the management of these lands]*
- 1.2 Ngāti Hineuru have cultural, spiritual, traditional and historic associations with the lands, waters and Flora and Fauna of their Rohe and have a responsibility as kaitiaki in accordance with their tikanga to preserve, protect, and manage all those natural and historic resources (including whenua, ngahere, awa, rongoā, wāhi tapu and other taonga) within that Rohe.
- 1.3 Ngāti Hineuru wish to establish an ongoing and active partnership between Ngāti Hineuru and the Crown in relation to the whenua, ngahere, awa, ika, wāhi tapu, rongoā, and other taonga (land, forest, waterways, fisheries, cultural sites and resources) in their Rohe reflecting not only the significance of those resources and their restoration and protection to the Hapū, but also the wider public interest in the enjoyment and conservation of those resources.
- 1.4 Ngāti Hineuru wish to enter into a true Treaty based partnership with the Crown in relation to the management of the land, forest, waterways and resources within their Rohe.

2 BACKGROUND

- 2.1 Ngāti Hineuru initially had aspirations of seeking the return of all their land that was taken from them through raupatu (confiscation). However, the Crown retains little land in their Rohe and most of that is Conservation Land, much of which was not suitable for vesting in Ngāti Hineuru.
- 2.2 Ngāti Hineuru agreed to conclude their cultural redress negotiations on the basis that some areas of Conservation Land would be vested in the Governance Entity and that Ngāti Hineuru and the Crown would enter into a Kawenata to provide a robust partnership arrangement over the remaining Conservation Land.
- 2.3 This Kawenata reconnects the Ngāti Hineuru to the governance of all areas of the Conservation Land.
- 2.4 The Partners intend to establish and maintain a positive, collaborative and enduring partnership that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987 and which requires the Partners to act towards each other reasonably and with utmost good faith.

3 KAWENATA AREA

- 3.1 This Kawenata applies across the Kawenata Area.

4 PURPOSE

- 4.1 The purpose of this Kawenata is to:
- 4.1.1 recognise the mana of Ngāti Hineuru and their interest in, and special relationship with, the Conservation Land;

- 4.1.2 reflect the commitment of the Crown (including in particular the Department) and Ngāti Hineuru to enter into a new relationship based on partnership as provided for in this Kawenata;
 - 4.1.3 set out how the Governance Entity and the Department will establish and maintain a positive, collaborative and enduring partnership consistent with section 4 of the Conservation Act 1987 regarding the management of the Conservation Land;
 - 4.1.4 provide a framework and mechanisms for the Governance Entity to engage in and have meaningful input into policy, planning and decision making processes in the Department's management of the Conservation Land and to advocate the conservation of natural and historic resources generally; and
 - 4.1.5 improve the quality of conservation management decisions through each Partner obtaining a better understanding of the other Partner's perspectives and, where possible, seeking consensus on outcomes.
- 4.2 The Department considers that building strong relationships with Ngāti Hineuru is fundamental to understanding their interests in the Conservation Land. To strengthen this relationship, the Department is committed to finding practical ways for involving Ngāti Hineuru in the decision-making processes in accordance with this Kawenata.

5 JOINT OBJECTIVE

- 5.1 Ngāti Hineuru and the Department are committed to restoring and protecting the health and wellbeing of the Conservation Land for future generations.

6 NGĀTI HINEURU OBJECTIVES

- 6.1 Ngāti Hineuru has a holistic interconnectedness with the ecosystems within its Rohe and their relationship with their taonga is central to their spiritual and physical wellbeing, tribal identity and culture.
- 6.2 Ngāti Hineuru are kaitiaki and have a responsibility to protect the health and wellbeing of those ecosystems and other taonga in the Conservation Land in accordance with their tikanga.
- 6.3 Ngāti Hineuru objectives for the Conservation Land are to:
 - 6.3.1 restore, protect and enhance the health and wellbeing of their taonga and, wherever possible, to reintroduce and regenerate the indigenous Flora and Fauna;
 - 6.3.2 promote projects for regeneration within their Rohe which will enhance the overall value and ecological and cultural health and wellbeing of the Conservation Land for future descendants of Ngāti Hineuru;
 - 6.3.3 protect the historical, cultural and spiritual values of Significant Places;
 - 6.3.4 promote the integrated, holistic and co-ordinated approach to management of the Conservation Land;
 - 6.3.5 ensure the public are correctly informed of the traditional associations of Ngāti Hineuru with the Conservation Land;

- 6.3.6 restore and protect the relationship of Ngāti Hineuru as kaitiaki of the Conservation Land in their Rohe, recognising Ngāti Hineuru will always remain; and
- 6.3.7 encourage social, cultural, spiritual and economic development for Ngāti Hineuru.

7 THE DEPARTMENT OF CONSERVATION - TE PAPA ATAWHAI

- 7.1 The Department of Conservation/Te Papa Atawhai is the Crown agency responsible for managing Conservation Land and other resources as provided for in the Conservation Act 1987 and has functions under a number of other Acts. Its functions include advocating for the conservation of the natural and historic resources heritage of New Zealand, and managing “for conservation purposes, all land, and all other natural and historic resources” under the Conservation Legislation. The Department must interpret and administer the Conservation Legislation to give effect to the principles of the Treaty of Waitangi, to the extent required under the Conservation Legislation.

8 PARTNERSHIP PRINCIPLES

- 8.1 The Kawenata is an agreement based on the Treaty of Waitangi concepts of partnership and by which the Department will give effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. The overriding principles which will govern the relationship are therefore the principles of the Treaty of Waitangi as they are understood and developed over time.
- 8.2 The Partners agree that the Department will conduct the relationship through the Governance Entity or a related organisation, unless the Partners agree otherwise.
- 8.3 The Department will seek to avoid actions which would be a breach of the Treaty of Waitangi and will acknowledge and respect the rights of Ngāti Hineuru in its ancestral lands, water, sites, resources and other taonga.
- 8.4 The Partners agree that the following principles will guide their relationship, the implementation of this Kawenata and the exercise of their respective roles and functions under this Kawenata:
 - 8.4.1 as Treaty partners, the Partners are equals in the relationship;
 - 8.4.2 adopting a positive and collaborative approach to partnership, including acting in good faith, fairly, reasonably and with integrity, honesty and the highest level of transparency and accountability;
 - 8.4.3 active protection of Ngāti Hineuru in the use of their taonga to the fullest extent practicable;
 - 8.4.4 acknowledging that the relationship is evolving, not prescribed;
 - 8.4.5 committing to an enduring relationship;
 - 8.4.6 engaging early with the other Partner at the appropriate level on issues that affect the interests of the other Partner;
 - 8.4.7 operating with a “no surprises” approach;
 - 8.4.8 respecting the independence of the Partners and their individual mandates, roles and responsibilities;

- 8.4.9 ensuring the relationship is consistent with the Treaty of Waitangi and its principles;
 - 8.4.10 applying shared knowledge and expertise including mātauranga Māori and the latest scientific methods; and
 - 8.4.11 enabling and supporting the use of te reo and tikanga of Ngāti Hineuru.
- 8.5 When implementing this Kawenata, the Partners agree that they will:
- 8.5.1 seek to give effect to the joint objective set out in clause 5;
 - 8.5.2 promote an integrated, holistic and collaborative approach to management of the Conservation Land;
 - 8.5.3 recognise and avoid adverse cumulative effects, and potential cumulative effects, of activities undertaken on the health and wellbeing of the Conservation Land;
 - 8.5.4 apply a precautionary approach towards decisions that may result in significant adverse effects; and
 - 8.5.5 take into account each Partner's ability to make commitments within their capacity and resources.

Engagement principles

- 8.6 Where the Partners are required to engage under this Kawenata, the Department will:
- 8.6.1 provide Notice to the Governance Entity of the matters to be the subject of engagement as soon as reasonably practicable following identification or determination of the matters to be the subject of the engagement;
 - 8.6.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the engagement given any Time Constraints relating to those matters;
 - 8.6.3 ensure, as far as possible given any Time Constraints, that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the engagement;
 - 8.6.4 approach the engagement with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the engagement;
 - 8.6.5 use reasonable endeavours to identify a mutually acceptable solution, and if requested, meet with the Governance Entity to discuss possible options for resolution of the relevant matter and seek a consensus on a preferred option. Any solution must be consistent with the applicable Conservation Legislation and the Statutory Planning Documents; and
 - 8.6.6 if consensus is not reached within an agreed timeframe that permits any Time Constraints to be met, the Department may exercise its decision making powers and functions in relation to any of the matters that are the subject of the engagement.
- 8.7 Where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 8.6.6, the Department will promptly provide Notice to the Governance Entity on the decision made as a result of the engagement, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

Consultation principles

- 8.8 Where the Department is required to consult with the Governance Entity under this Kawenata, the Department will:
- 8.8.1 provide Notice to the Governance Entity of the matters to be the subject of consultation as soon as reasonably practicable following identification or determination of the matters to be the subject of the consultation;
 - 8.8.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the consultation given any Time Constraints relating to those matters;
 - 8.8.3 ensure, as far as possible given any Time Constraints, that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the consultation; and
 - 8.8.4 approach the consultation with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the consultation.
- 8.9 Where the Department has consulted with the Governance Entity on a matter, it will promptly provide Notice to the Governance Entity on the decision made as a result of the consultation, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.
- 8.10 When making submissions as provided for in clauses 8.6.2 or 8.8.2 the Governance Entity will set out reasons for the Governance Entity's position.

9 PRIORITY AREAS

- 9.1 As agreed by the Crown and Ngāti Hineuru there will be a partnership approach in relation to the management of Priority Areas. This will mean:
- 9.1.1 the Partners will use best endeavours to jointly agree conservation priorities and projects for these Priority Areas;
 - 9.1.2 if, despite best endeavours, consensus is not reached within an agreed timeframe that permits any Time Constraints to be met, the Department may exercise its decision making powers and functions in relation to such conservation priorities and projects; and
 - 9.1.3 where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 9.1.2 the Department will promptly provide Notice to the Governance Entity on the decision it has made, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

10 KAWENATA IMPLEMENTATION AND MEETINGS

- 10.1 The Partners will meet as soon as practicable after this Kawenata is signed to discuss implementing the

Kawenata, including the long-term strategic objectives for their relationship, and developing a plan to implement this Kawenata.

10.2 Following the initial meeting provided for in clause 10.1, the Partners will meet annually to discuss implementing the Kawenata through the annual business planning process meeting described in clause 12.3 (Annual Business Planning Process). In addition to this meeting, the Department will:

10.2.1 hold an annual meeting between the Governance Entity and the Department's senior staff including the Area Manager and Pou Tairangahau, and where requested by the Governance Entity, the Conservator; and

10.2.2 provide reasonable opportunities for the Governance Entity to meet with the Department's managers and staff to discuss issues arising from time to time under this Kawenata.

11 COMMUNICATIONS AND INFORMATION SHARING

Operational matters

11.1 The Partners will maintain effective and open communication with each other on an ongoing basis on operational matters including by:

11.1.1 discussing operational issues as required at the request of either Partner; and

11.1.2 sharing information in an open manner as requested by either Partner.

11.2 The Governance Entity will provide Notice to the Department of the names and contact details of key contacts within the Governance Entity.

11.3 The Department will:

11.3.1 maintain a record of the names and contact details of key contacts notified by the Governance Entity in accordance with clause 11.2;

11.3.2 provide Notice to the Governance Entity of the names and contact details of key contacts within the Department, and any changes to those contacts; and

11.3.3 appoint the Area Manager as the primary point of contact for the Governance Entity and liaison person with other staff of the Department.

Notice of policy directions, research reports, and nominations

11.4 The Department will as soon as practicable:

11.4.1 provide Notice to the Governance Entity of any of its new policy directions, including any matters that may relate to the legislative scheme for the Conservation Land, and will provide the Governance Entity with copies of those policy directions;

11.4.2 provide the Governance Entity with copies of any research reports it receives relating to matters within the Kawenata Area; and

11.4.3 provide Notice to the Governance Entity when nominations are being sought for appointments to the Conservation Board.

Training

11.5 The Department will:

- 11.5.1 provide training for relevant Department staff and will seek an opportunity to brief Conservation Board members on the content of the Deed of Settlement and this Kawenata; and
- 11.5.2 provide the Governance Entity with the opportunity to train relevant staff and will seek an opportunity to brief the Conservation Board members on the history of Ngāti Hineuru, and their association with the Conservation Land, tikanga, and cultural, spiritual and historic values.

Notice to third parties about this Kawenata

- 11.6 Where relevant, each Partner will inform other organisations with whom it works, including central government agencies and conservation stakeholders, about the content of the Deed of Settlement and this Kawenata and provide on-going information as required.

Information sharing

- 11.7 If the Governance Entity requests information for the purposes of assisting it to exercise its rights under this Kawenata, then the Department, where practicable and subject to clause 11.9, will make available to the Governance Entity all existing information that it holds.
- 11.8 Where information is requested by the Governance Entity for the purposes of an upcoming meeting and the Department is unable to provide the information immediately then, subject to clause 11.9:
 - 11.8.1 the Department will ensure that the information is provided to the Governance Entity 20 working days before the meeting; or
 - 11.8.2 where the Department is unable to provide the information 20 working days before the meeting, the Partners will:
 - (a) endeavour to agree upon an alternative time period for the information to be provided; or
 - (b) on request of the Governance Entity, adjourn the meeting until the Governance Entity has received the information and had a reasonable time to consider it.
- 11.9 Where the Department is to provide information to the Governance Entity under this Kawenata, this information will be provided subject to the provisions of the Official Information Act 1981, Privacy Act 1993, and other relevant Acts.

Notices to be in writing

- 11.10 All Notices under this Kawenata must be in writing, either by way of mail, or electronic mail.

12 PLANNING AND PROJECTS

Statutory and Non Statutory Planning

- 12.1 The Department will engage with the Governance Entity on any matters relating to the Conservation Land, if it decides to develop, review or amend any:
 - 12.1.1 Statutory Planning Documents; or
 - 12.1.2 non-statutory conservation plans or strategies.

Annual Business Planning process

- 12.2 The Department undertakes a business planning process prior to the beginning of each new financial year.

This business planning process determines the Department's work priorities and commitments for the year throughout the Conservancy. For the Department, the business planning process is largely the responsibility of the Area Managers.

- 12.3 As provided for in clause 10.2 (Kawenata implementation and meetings), the Partners will meet at an early stage in the annual business planning process to engage on:
- 12.3.1 the Department's proposals for work plans and projects to be undertaken in the Kawenata Area;
 - 12.3.2 projects the Governance Entity proposes for inclusion in the Department's work plans to be undertaken in the Kawenata Area;
 - 12.3.3 identifying potential projects including projects under clause 9 (Priority Areas) or other matters to be undertaken together or separately;
 - 12.3.4 planning and budget priorities within the Conservancy as they relate to or may affect conservation management in the Kawenata Area;
 - 12.3.5 the priorities for proposed projects to be taken forward by the Department into its business planning process and considered along with other priorities for the Conservancy;
 - 12.3.6 strategies to assist the Department to manage the Conservation Land; and
 - 12.3.7 any other matters relating to the implementation of this Kawenata.
- 12.4 The Partners will also use the annual meeting described in clause 12.3 to consult on cross-organisational opportunities as provided for in clause 23.1 (Cross-organisational opportunities).
- 12.5 If requested by the Governance Entity, the Department will provide Notice to the Governance Entity at a reasonable time prior to the annual meeting referred to in clause 12.3 on any matter provided for by this Kawenata.
- 12.6 If the Department decides to proceed with a project proposed by the Governance Entity, the Department will engage with the Governance Entity to determine how the Partners will collaborate to implement that project. Unless the Partners agree otherwise, the Department will finalise a work plan and a timetable, before implementing such a project in that business year, in accordance with the resources which have been allocated in the business plan.
- 12.7 If the Department decides to proceed with a project that it has proposed, the Department will discuss with the Governance Entity whether the Governance Entity wishes to participate in that project.

Projects

- 12.8 The Governance Entity may propose projects to be undertaken in the Kawenata Area outside the annual business planning process and the Partners will engage on the feasibility of undertaking the proposed project.
- 12.9 The Partners will engage on projects proposed by third parties relating to the Conservation Land.
- 12.10 The Department will look for opportunities to support, through means other than the Department's funding, projects proposed by the Governance Entity that do not meet the Department's funding priorities, but which are consistent with its objectives.
- 12.11 The Department will invite the Governance Entity to participate in specific projects, including the Department's education, volunteer and conservation events and programmes.

National programmes, policies and issues

- 12.12 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.
- 12.13 When it conducts national programmes the Department will:
- 12.13.1 provide Notice to the Governance Entity of the national sites and species programmes on which the Department will be working, and where those programmes are relevant to the Kawenata Area, provide opportunities for Ngāti Hineuru to participate in those programmes;
 - 12.13.2 provide Notice to the Governance Entity of research and monitoring projects which are being carried out by the Department within the Kawenata Area, and provide opportunities for Ngāti Hineuru to participate in that research and those projects; and
 - 12.13.3 provide the Governance Entity with copies of any completed research reports relating to any species within the Kawenata Area.
- 12.14 The Department will consult with the Governance Entity on any new national plans, programmes, policies or issues that will have significant impacts on the Conservation Land.

Changes to structure, policy and legislation affecting the Kawenata

- 12.15 The Department will engage with the Governance Entity, with a view to preserving the intent, scope and effectiveness of the Kawenata, on:
- 12.15.1 any proposed restructuring or re-organisation of the Department including any proposed restructuring of the Conservancy or Area Office relating to the Kawenata Area; and
 - 12.15.2 any proposed legislative amendments or proposed changes to national policy affecting the Department's activities in the Kawenata Area.
- 12.16 In addition to the engagement provided for by clause 12.15, where the Governance Entity requests, the Department will consult with the Governance Entity on any significant issue regarding the Conservation Legislation.

13 STATUTORY AUTHORISATIONS

Applications for Statutory Authorisations

- 13.1 When the Department is approached regarding a proposed Statutory Authorisation application or a renewal of a Statutory Authorisation application, which relates to the Kawenata Area, it will promptly provide Notice to the Governance Entity, and encourage the prospective applicant to consult with the Governance Entity.
- 13.2 The Department will engage with the Governance Entity on Statutory Authorisation applications and renewals of Statutory Authorisation applications. When engaging with the Governance Entity on such a matter, the Department will follow the principles of engagement set out in clause 8.6 (Engagement principles), and will:
- 13.2.1 promptly provide the Governance Entity with copies of the application;
 - 13.2.2 provide separate Notice to the Governance Entity, prior to any Statutory Authorisation being publicly notified;

- 13.2.3 where either Partner requests, meet or, as otherwise agreed, correspond with the Governance Entity, to engage on how concerns such as negative impacts might be mitigated or avoided;
- 13.2.4 advise the applicant of concerns identified by the Governance Entity, and if appropriate, encourage communication between the applicant and the Governance Entity to resolve impacts identified by the Governance Entity;
- 13.2.5 unless the application is withdrawn, have regard to the outcome of any discussions under this clause and more generally to the Governance Entity's views on the application when considering whether to grant the application; and
- 13.2.6 after making a decision to grant or decline a Statutory Authorisation, provide Notice to the Governance Entity of the Department's decision, and the reasons for the decision, in particular how regard was given to the views of the Governance Entity as required by clause 13.2.5.

Applications by the Governance Entity

- 13.3 Where the Governance Entity approaches the Department regarding a proposed Statutory Authorisation application by the Governance Entity or a renewal of a Statutory Authorisation application, the Department will engage with the Governance Entity on that application.

Implementation of Statutory Authorisations

- 13.4 The Department, when issuing Statutory Authorisations that give authority for other parties to manage or undertake activities on the Conservation Land, will require those parties to manage Significant Places according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993.
- 13.5 The Department will require the party to a Statutory Authorisation not to use any Iwi Information disclosed during the Statutory Authorisation process and not already in the public domain unless the consent of the Governance Entity is obtained in advance.
- 13.6 The Department will, subject to clause 11.9 (Communications and Information Sharing), provide the Governance Entity with information concerning the monitoring of conditions of Statutory Authorisations for which the Governance Entity has expressed an interest in being informed.

Concession opportunities

- 13.7 The Department will, if requested by the Governance Entity, assist in the development of concession proposals involving Ngāti Hineuru members by providing technical advice on the concession process.

14 CULTURAL MATERIALS

Developing a Cultural Materials plan

- 14.1 Current legislation generally requires some form of authorisation for the gathering of Cultural Materials from the Conservation Land.
- 14.2 The Partners will engage to develop and agree a Cultural Materials plan which will provide for the Governance Entity to enable Ngāti Hineuru members to take and use Cultural Materials in accordance with the plan.
- 14.3 The plan will:

- 14.3.1 prescribe streamlined authorisation processes (including multi-site and multi-take permits) for Ngāti Hineuru members to take Cultural Materials from the Conservation Land to the extent permitted by the Conservation Legislation; and
 - 14.3.2 identify sites, methods, conditions and quantities relating to the multi-site and multi-take permits set out in the plan.
- 14.4 When the Partners agree on the taking of Cultural Materials under the plan, the Department should issue the required authorisations to the Governance Entity as provided for in the plan.
- 14.5 Where the Partners engage on the Cultural Materials plan, appropriate Department experts and experts in mātauranga Māori will take part.

Review and amendment

- 14.6 The Governance Entity may propose that new species are included in the Cultural Materials plan on an incremental basis and the Partners will engage on the feasibility of the proposal.
- 14.7 The Department will engage with the Governance Entity to amend the Cultural Materials plan:
- 14.7.1 if an unforeseen event (such as a fire) takes place that affects sites included in the plan;
 - 14.7.2 if, through monitoring, it is found that the impacts of a harvest under the plan is having a significant negative impact on the values for which the Conservation Land is held; or
 - 14.7.3 if there is a change in the status of a species under the plan (including if it is classified as threatened or at risk).
- 14.8 The Cultural Materials plan will be reviewed at least once every five years, but will continue to confer the ability of the Governance Entity to enable Ngāti Hineuru members to gather Cultural Materials as contemplated in clause 14.2.

Obligations of the Department relating to authorisations

- 14.9 The Department will engage with the Governance Entity before undertaking any activity which may affect the ability of Ngāti Hineuru members to collect Cultural Materials under the plan.
- 14.10 The Department will:
- 14.10.1 engage with the Governance Entity whenever there are requests from other persons to take Cultural Materials from the Conservation Land;
 - 14.10.2 if requested by the Governance Entity, assist as far as reasonably practicable, Ngāti Hineuru to obtain Flora for propagation;
 - 14.10.3 provide, as far as reasonably practicable, ongoing advice to the Governance Entity on the establishment of its own cultivation areas, and managing and propagating Flora;
 - 14.10.4 engage with the Governance Entity to identify and implement projects on the Conservation Land where re-vegetation planting, restoration and enhancement of indigenous Flora may be appropriate;
 - 14.10.5 develop, as far as reasonably practicable, procedures for monitoring levels of use of Cultural Materials in accordance with relevant legislation and appropriate Ngāti Hineuru tikanga; and
 - 14.10.6 waive any authorisation costs for Cultural Materials applications made by the Governance Entity or their members.

Cultural Materials from the Department's operations

- 14.11 The Department will, as far as reasonably practicable, provide the Governance Entity with access to Flora or dead Fauna or materials from both, which become available as a result of Department operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

15 PLACE NAMES

- 15.1 Where an application for a name change is made by a third party under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 for a Crown Protected Area or any of its natural features in the Kawenata Area, the Partners will engage on whether to support the application.
- 15.2 If a name change is proposed by either Partner under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 for a Crown Protected Area or any of its natural features in the Kawenata Area, then prior to the application being made, the Partners will engage on an appropriate name including reinstatement of a traditional place name.
- 15.3 Where either Partner is considering naming or renaming any Conservation Land or features or facilities on the Conservation Land, the Partners will engage on an appropriate name including reinstatement of a traditional place name.

16 SIGNIFICANT PLACES AND OTHER TAONGA

Significant Places

- 16.1 Ngāti Hineuru consider that their Significant Places are taonga, and the Department acknowledges and respects the importance of these taonga to Ngāti Hineuru by fulfilling the obligations in this Kawenata.
- 16.2 The Department has a statutory role to conserve historic resources on the Conservation Land and will endeavour to do this for Significant Places in association with Ngāti Hineuru and according to Ngāti Hineuru tikanga.
- 16.3 The Department will engage with the Governance Entity on practical ways in which Ngāti Hineuru can exercise kaitiakitanga over their Significant Places and other taonga managed by the Department.
- 16.4 The Department will:
- 16.4.1 manage Significant Places according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993 and in co-operation with the Governance Entity;
 - 16.4.2 engage on the recording, mapping and protecting of Significant Places to prevent their desecration or damage;
 - 16.4.3 provide Notice to the Governance Entity if the Department intends to undertake any physical work in a Significant Place; and
 - 16.4.4 provide Notice to the Governance Entity if kōiwi are found within the Kawenata Area.

- 16.5 On becoming aware of a Significant Place within the Kawenata Area, the Department will:
- 16.5.1 provide Notice to the Governance Entity of the information that the Department has acquired;
 - 16.5.2 seek the advice of the Governance Entity regarding the Significant Place; and
 - 16.5.3 not undertake any activities within the Kawenata Area which could reasonably be expected to damage or interfere with an identified Significant Place.
- 16.6 The Partners will engage to establish processes for dealing with information on Significant Places in a way that recognises both:
- 16.6.1 the management challenges that confidentiality can present; and
 - 16.6.2 the requirements of Ngāti Hineuru.

Repatriation of Taonga

- 16.7 The Department will engage with the Governance Entity to obtain permission for the repatriation to Ngāti Hineuru under the Protected Objects Act 1975 of any taonga that are, or are likely to be, identified by the Governance Entity (by the reference numbers given to them in accordance with that Act) as being in the possession of the Department.
- 16.8 Where the Governance Entity requests, the Department will engage with Ngāti Hineuru on the repatriation of any taonga.

Art work

- 16.9 The Department acknowledges that Ngāti Hineuru regard their traditional art forms and works as taonga which must be respected and protected. Such traditional art forms include whakairo (carving in wood, stone, or bone), tukutuku (reed panelling on the inside walls of whare), tāniko and raranga (including designs on textiles in plaiting and weaving) and kōwhaiwhai (painted designs on wood and on the walls of rock shelters). It is of primary importance to Ngāti Hineuru that these taonga retain integrity in their creation and are properly cared for according to tikanga.
- 16.10 As these works will represent and reflect the specific cultural traditions and representations of Ngāti Hineuru and these occupations involve appropriate ritual and rules, the choice of the artist or tohunga whakairo (carver) is important to Ngāti Hineuru. Where the Department wishes to commission or collect works of art which relate to Ngāti Hineuru or the Kawenata Area or which will be located within the Kawenata Area, the Department will seek the prior approval of the Governance Entity to the artist or tohunga whakairo.
- 16.11 Where Ngāti Hineuru members have provided an art work for Department facilities or a work is commissioned in accordance with clause 16.10 the Department will:
- 16.11.1 maintain a register of such works;
 - 16.11.2 ensure that these works are properly protected and maintained;
 - 16.11.3 agree with the Governance Entity any change to a work's location; and
 - 16.11.4 if the Department no longer requires the work, restore the work to the artist, or failing the artist, the Governance Entity, to be its kaitiaki.

17 STATUTORY LAND MANAGEMENT

- 17.1 Ngāti Hineuru have an ongoing interest in the range of statutory land management activities that occur within the Kawenata Area.
- 17.2 If the Governance Entity requests, the Partners will engage on any proposal by Ngāti Hineuru to have the Conservation Land reclassified.
- 17.3 The Department will engage with the Governance Entity before it proposes or if a third party notifies the Department that it intends to propose:
- 17.3.1 establishing any new, or reclassifying any existing Conservation Land;
 - 17.3.2 any vestings or management appointments under the Reserves Act 1977;
 - 17.3.3 other management arrangements with third parties; or
 - 17.3.4 disposing of Conservation Land.
- 17.4 Where clause 17.3 applies, the Department should ensure the Governance Entity has or continues to have input into the management of the Conservation Land so affected. This should include having special conditions relating to the Kawenata where an administering body has a reserve vested in it or is appointed to control and manage a reserve.
- 17.5 In the case of proposed management arrangements, the Partners will also engage on whether the arrangement should be subject to any conditions.
- 17.6 At the request of the Governance Entity, the Partners will engage on whether Ngāti Hineuru wish:
- 17.6.1 under the Reserves Act 1977, to be granted a vesting or appointed to control and manage a reserve in the Kawenata Area; or
 - 17.6.2 under the Conservation Act 1987, to be appointed to manage a marginal strip in the Kawenata Area.

18 NATURAL HERITAGE

Species and Habitat protection

- 18.1 The Partners share aspirations of protecting ecosystems and indigenous Flora and Fauna within the Kawenata Area.
- 18.2 One of the Department's key functions is to ensure the preservation and protection of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 18.3 The Governance Entity will identify the species of particular significance to Ngāti Hineuru in light of their cultural, spiritual, historical or traditional associations. The Department will engage with the Governance Entity on developing, implementing or amending any species recovery programmes that apply within the Kawenata Area.
- 18.4 Ngāti Hineuru wish to be involved in the naming of any new species that are located within the Kawenata Area. If the Department issues a research permit to a third party scientist to collect, or if the Department's

scientists collect new material in the Kawenata Area, the Department will request those scientists to consult with Ngāti Hineuru when developing the names of any new tax on (family, genus, species, subspecies, variety or forma).

Pest Control

- 18.5 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand and is a key function of the Department. The Department carries out pest control in a way that maximises value from the limited resources available.
- 18.6 The Partners will engage on the strategic outcomes sought from pest control programmes within the Kawenata Area including:
- 18.6.1 monitoring programmes;
 - 18.6.2 using poisons; and
 - 18.6.3 co-ordinating pest control where Ngāti Hineuru are the adjoining landowner.
- 18.7 The Department will:
- 18.7.1 engage with the Governance Entity on developing and implementing pest control activities in relation to the Kawenata Area, particularly in relation to the use of poisons and biological controls including genetically modified organisms;
 - 18.7.2 provide the Governance Entity with opportunities to review programmes and outcomes; and
 - 18.7.3 where practicable, coordinate its pest control programmes with those of Ngāti Hineuru.

19 WATER QUALITY, FISHERIES AND HABITATS

Riparian management

- 19.1 For the purposes of the Conservation Act 1987, freshwater includes waters of estuaries, coastal lagoons, wetlands, and the mouths of rivers and streams.
- 19.2 The Department and Ngāti Hineuru have a mutual concern to ensure effective riparian management that will contribute to protecting and restoring water quality and prevent the contamination of freshwater.
- 19.3 For Ngāti Hineuru, the health and wellbeing of freshwater bodies, including their banks and margins, and associated Flora and Fauna, is of primary importance.
- 19.4 The Department will take all reasonable steps to manage the banks and margins of waterways on Conservation land to prevent destruction of the riparian habitat and the contamination of waterways and the wider environment as a result of its activities.
- 19.5 The Department and the Governance Entity will engage to identify activities that will promote effective riparian management.

Freshwater fisheries and habitat

- 19.6 The Department's functions include preserving, as far as practicable, all indigenous freshwater fisheries, and protecting recreational freshwater fisheries and their respective habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on Conservation Land. In all other areas,

advocacy for the conservation of freshwater fisheries is undertaken primarily through the Resource Management Act 1991. Freshwater fisheries are managed under two sets of legislation: the Fisheries Acts 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department). The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act 1987.

- 19.7 Ngāti Hineuru have identified freshwater habitats, and all indigenous freshwater species present or formerly present in the Kawenata Area, as having a high cultural value.
- 19.8 The Department acknowledges that Ngāti Hineuru have a customary interest in whitebait fisheries in the Kawenata Area and that section 26ZH of the Conservation Act 1987 permits Ngāti Hineuru to fish for whitebait outside the season set by the Whitebait Fishing Regulations 1994.
- 19.9 The Partners will consult on guidelines to enable the Department to undertake its compliance and enforcement roles relating to whitebait fishing in the Kawenata Area.

Engagement

- 19.10 The Partners will engage to ensure that the relevant staff members of the Department are aware of the relevant Ngāti Hineuru tikanga relating to freshwater, the Flora and Fauna of those habitats, including customary freshwater fisheries, and their habitats within the Kawenata Area.
- 19.11 The Department will engage with the Governance Entity in the conservation and management (including research and monitoring) of freshwater, customary freshwater fisheries and freshwater fish habitats.
- 19.12 The Department will engage with the Governance Entity:
 - 19.12.1 on whether to grant applications for the transfer and release of freshwater fish species, including eels, in accordance with section 26ZM of the Conservation Act 1987; and
 - 19.12.2 where the Department is entering into formal or informal arrangements with any third party that relate to the management of marginal strips within the Kawenata Area.
- 19.13 At the request of either Partner, the Partners will engage to identify areas for co-operation relating to:
 - 19.13.1 projects relating to fish passage, minimum flows, protecting riparian vegetation and habitats, improving water quality, and restoring, rehabilitating, or enhancing customary freshwater fisheries and other fauna and their freshwater habitats; and
 - 19.13.2 developing or contributing to research and monitoring programmes, and where reasonably practicable, inviting Ngāti Hineuru to participate where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and other Flora and Fauna and their environmental and habitat requirements.

20 RESOURCE MANAGEMENT ACT 1991 AND ADVOCACY

- 20.1 The Partners both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include effects on indigenous Flora and Fauna and their habitats. From time to time, the Partners will seek to identify further issues and areas of mutual concern.

- 20.2 It is recognised that the Partners' concerns in any particular resource management issue may diverge and that each Partner will continue to make separate submissions in any Resource Management Act 1991 processes.
- 20.3 At the Governance Entity's request, the Department will discuss with the Governance Entity the Department's general approach in respect of advocacy, and identify:
- 20.3.1 the Partners' respective priorities and issues of mutual concern; and
- 20.3.2 areas for co-operation by the Partners in advocacy.
- 20.4 The Partners will consult each other before making submissions on issues of mutual concern under the Resource Management Act 1991.

21 INFORMATION AND CONFIDENTIALITY

Principles

- 21.1 The Department acknowledges:
- 21.1.1 Ngāti Hineuru are entitled to the recognition of the full ownership, control and protection of their taonga, including their intellectual property;
- 21.1.2 Ngāti Hineuru have rights and interests in their taonga within their Rohe, including their rights to ownership, protection and custody of Iwi Information; and
- 21.1.3 the importance to Ngāti Hineuru, that the Department engages with the Governance Entity, and keeps it fully informed about the Department's use of Iwi Information.

Confidentiality Obligations

- 21.2 The Department will:
- 21.2.1 respect the privacy, dignity, culture, practices, traditions and rights of Ngāti Hineuru;
- 21.2.2 recognise and provide for the rights of Ngāti Hineuru rights to protection and custody of their Iwi Information;
- 21.2.3 subject to clause 21.4, hold the Iwi Information in the strictest confidence; and
- 21.2.4 take any reasonable action required to ensure compliance with this clause as requested by the Governance Entity.
- 21.3 The Department will not, without the Governance Entity giving Notice of their prior informed consent:
- 21.3.1 use the Iwi Information or permit it to be used by any other person;
- 21.3.2 knowingly undertake any collection of Iwi Information or approach individual Ngāti Hineuru members in an effort to obtain Iwi Information; or
- 21.3.3 disclose the Iwi Information or information about Ngāti Hineuru to a third party (including any Crown agency), or use Iwi Information for any purpose other than for which it was provided, except as:
- (a) required by law; or

(b) is independently acquired other than in breach of this Kawenata.

- 21.4 If the Department intends to disclose or use information where it considers one of the exceptions under clause 21.3.3 applies, it will promptly give Notice to the Governance Entity of its intention and reasons for doing so.
- 21.5 Where a third party (including another Crown agency) requires or requests Iwi Information from the Department, the Governance Entity will only give its consent if that third party enters into a release of information agreement with it.
- 21.6 Ongoing engagement is necessary to maintain prior informed consent and any prior informed consent is applicable only to the specific purpose of each consent. For clarity, the Department acknowledges that the Governance Entity may withdraw their prior informed consent by providing Notice to the Department, but this will not affect any disclosure made before that withdrawal.
- 21.7 The Department will circulate the Iwi Information within the Department on a need to know basis only and will ensure that staff are aware of the terms of this Kawenata in respect to Iwi Information.
- 21.8 The Department will obtain the Governance Entity's agreement to any statements proposed to be included in any of the Department's planning documents (whether a Statutory Planning Document or a non-statutory plan or strategy, including any business plan or action plan) that includes or refers to any Iwi Information.
- 21.9 The Governance Entity may require the return of any Iwi Information that has been provided to the Department and the Department shall comply except to the extent that the Department confirms that the Iwi Information has been destroyed.
- 21.10 The Department acknowledges and agrees that it has no interest in, nor will it acquire any ownership of the Iwi Information.

Visitor and Public Information

- 21.11 The Department has a role to share information about natural and historic heritage with visitors and the general public, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 21.12 Ngāti Hineuru wish to share information with the public about their tikanga, cultural, spiritual and historic values and association with the Conservation Land. The Department acknowledges the importance of that information to Ngāti Hineuru, and to carrying out the Department's information dissemination role.
- 21.13 To encourage respect for the tikanga, cultural, spiritual and historic values of Ngāti Hineuru and their association with the Conservation Land, the Partners will engage:
- 21.13.1 to raise public awareness of any positive conservation partnerships between Ngāti Hineuru, the Department and other stakeholders, including, by way of publications, presentations, and seminars;
 - 21.13.2 on how the tikanga, cultural, spiritual and historic values of Ngāti Hineuru are respected in the Department's provision of visitor facilities, public information and other publications;
 - 21.13.3 prior to the use of information about Ngāti Hineuru in new interpretation panels, signs and visitor publications, including information regarding Ngāti Hineuru perspectives on sites, the significance of sites to Ngāti Hineuru, and traditional place names; and
 - 21.13.4 to promote Ngāti Hineuru participation in the Department's volunteer and conservation events programmes.

Pouwhenua

- 21.14 Pursuant to Part 3B of the Conservation Act 1987, the Governance Entity may erect and maintain pouwhenua within the Kawenata Area subject to any terms and conditions the Director-General may impose in order to protect the conservation values of any relevant Conservation Land.
- 21.15 The Governance Entity will be responsible for maintaining the pouwhenua to a reasonable standard and access to the pouwhenua.

22 SPECIAL ARRANGEMENTS

Cross-organisational opportunities

- 22.1 As part of the annual business planning process meeting described in clause 12.3 (Annual Business Planning Process), the Partners will consult on:
- 22.1.1 opportunities and processes to share scientific and cultural information, including data and research material (including to assist Ngāti Hineuru to exercise their role under this Kawenata and as kaitiaki);
 - 22.1.2 opportunities for developing mutual understanding and relationships, with respect to conservation, environmental and cultural matters within the Kawenata Area;
 - 22.1.3 opportunities for professional development and conservation capacity building for Ngāti Hineuru and the Department's staff, including wānanga, secondments and cadetships; and
 - 22.1.4 staff changes and the key contacts in each organisation.

Contracting for Services

- 22.2 Where contracts are tendered for conservation management within the Kawenata Area (including professional services, cultural advice and pest management) the Department will provide Notice to the Governance Entity of the contract tender.
- 22.3 The Department will consider using suitably qualified Ngāti Hineuru members or Ngāti Hineuru entities as a provider of such services. The Department will, if requested by the Governance Entity, provide advice on how to achieve the technical requirements to become a provider of such services and to meet the Department's conservation management requirements.
- 22.4 In accordance with standard administrative practice, wherever Ngāti Hineuru members 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.

Training and conservation capability building opportunities

- 22.5 The Partners will inform each other when any conservation related educational, training, or capacity building opportunities arise. The Partners will seek to ensure that the other Partner's staff or members are able to participate in such opportunities, within the resources available to them. The Governance Entity may propose candidates for these roles or opportunities.
- 22.6 The opportunities could include holiday employment, student research projects, ranger training courses, short term employment exchanges, secondments, or further opportunities for the Department's staff to learn about Ngāti Hineuru tikanga and mātauranga Māori, and for Ngāti Hineuru members to augment their conservation knowledge and skills through being involved in the Department's work programmes or training initiatives.

- 22.7 The Department will engage with the Governance Entity on the potential for developing a voluntary kaitiaki programme for Ngāti Hineuru in relation to the Conservation Land.

Department staff positions

- 22.8 The Department will provide Notice to the Governance Entity when opportunities for full time positions or holiday employment arise within the Kawenata Area.
- 22.9 The Department will consult with the Governance Entity regarding vacancies for staff primarily responsible for functions within the Kawenata Area, including the Area Office Manager. This obligation is subject to privacy and other employment law obligations.

23 DISPUTE RESOLUTION

- 23.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable time frame. If this process is not successful, the matter may be escalated to a meeting of the relevant Conservator and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 23.2 If following the process in clause 23.1, the Partners cannot reach a negotiated outcome, they may agree to refer the dispute to an independent, and mutually agreed mediator. The costs of mediation are to be split equally between the Partners.
- 23.3 If the dispute is not resolved following mediation, and the Partners agree that the matter is of such significance that it requires the attention of the [Board] of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a representative of the [Board] of the Governance Entity and the Minister, or their nominees if the Partners agree.

24 KAWENATA REVIEW AND AMENDMENT

- 24.1 The Partners agree that this Kawenata is a living document that will be updated and adapted to take into account future issues, developments and opportunities.
- 24.2 If, as a result of the Partners engaging due to changes in legislation, national policy or statutory documents as provided in clauses 12.15 (Changes to structure, policy and legislation affecting the Kawenata), the Partners agree it is necessary or desirable, they will amend this Kawenata.
- 24.3 The Partners will undertake the first review of this Kawenata no later than two years after the date this Kawenata is signed, and every two years thereafter, at the request of either Partner.
- 24.4 The Partners may only vary this Kawenata by agreement in writing.

25 TERMS OF AGREEMENT

- 25.1 This Kawenata is entered into pursuant to sections [x] of the [x] Act (the Settlement Legislation) and clause [X] of the Deed of Settlement. The Kawenata does not override or limit:
- 25.1.1 legislative rights, powers or obligations;

- 25.1.2 the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
- 25.1.3 the ability of the Crown to introduce legislation and change government policy.
- 25.2 The Kawenata does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to land or any other resource held, managed or administered under the Conservation Legislation.
- 25.3 A breach of this Kawenata is not a breach of the Deed of Settlement.
- 25.4 If the Crown breaches this Kawenata without good cause, the Governance Entity may:
 - 25.4.1 seek a public law remedy, including judicial review; or
 - 25.4.2 subject to the Crown Proceedings Act 1950, seek to enforce the Kawenata, but damages or compensation (with the exception of court costs) may not be awarded.
- 25.5 Clause 26.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.
- 25.6 Although the Kawenata is intended to have legal effect it does not create a legal partnership.
- 25.7 If for any reason any provision of this Kawenata is or becomes invalid or unenforceable to any extent, the remainder of this Kawenata will not be affected, and will remain enforceable to the extent permitted by law.
- 25.8 If for any reason this Kawenata is terminated, the obligations under clause 22 (Information and Confidentiality) will continue to bind the Partners, unless the Partners agree otherwise.

26 DEFINITIONS

Interpretation

- 26.1 In this Kawenata:
 - 26.1.1 headings are not to affect its interpretation; and
 - 26.1.2 the singular includes the plural and vice versa.

Definitions

- 26.2 In this Kawenata:

Act means any Act of Parliament

Conservation Land means lands, water, Flora and Fauna, or any other Resource within the Kawenata Area, which are managed from time to time by the Department under the Conservation Legislation;

Conservation Legislation means the Conservation Act 1987 and the legislation listed in Schedule 1 of that Act;

Conservation Management Strategy has the meaning ascribed to it by the Conservation Act 1987;

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

Crown Protected Area has the meaning ascribed to it by section 4 of the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008;

Cultural Materials means any Flora, or materials derived from Flora from within the Kawenata Area, and for which the Department is responsible

Deed of Settlement means the deed of settlement [];

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

Fauna means animals of any kind, including any mammal, bird, reptile, amphibian, insect, crustacean, or other organism of any kind, but does not include a human being.

Flora means plants of any kind, including any angiosperm, gymnosperm, fern, or fern ally; and includes any moss, liverwort, algae, fungus, or related organism.

Governance Entity means the governance entity to be formed by Ngāti Hineuru;

Iwi Information means any oral or written information provided by Ngāti Hineuru to the Department;

Kawenata means this agreement;

Kawenata Area means the area identified in the map in Attachment A of this Kawenata.

Ngāti Hineuru means the Ngāti Hineuru as defined in the Deed of Settlement;

Ngāti Hineuru Iwi Incorporated means the entity the Crown has recognised that holds the mandate to represent Ngāti Hineuru in negotiations to settle the historical claims as set out in Terms of Negotiation between Ngāti Hineuru Iwi Incorporated and the Crown signed in June 2010;

Notice means a notification by either Partner to the other Partner, and as provided by clause 11.10, must always be in writing, either by way of mail, or electronic mail;

Partner means each of the Governance Entity and the Department, including their successors;

Priority Area means the Conservation Land:

- (a) specified as a priority area in Schedule 1 to this Kawenata; or
- (b) as the Governance Entity may subsequently notify in writing to the Department for inclusion in this Kawenata at any time the agreement is reviewed;

Resource means any natural (including indigenous biodiversity), physical, cultural and historical resource (including those valued for their spiritual significance);

Settlement Date means the date as provided for in the Settlement Legislation;

Settlement Legislation means the legislation giving effect to the Deed of Settlement;

Significant Places means sites, places, Resources or areas which are identified by the Governance Entity as wāhi tapu or otherwise significant to Ngāti Hineuru;

Statutory Authorisation includes:

- (a) concessions such as a leases, licences, permits, or easements under the Conservation Act 1987 or the Reserves Act 1977;
- (b) permits or authorisations under the Wildlife Act 1953 for the purposes permitted under that Act including research, translocations, captive breeding and wildlife transfers;
- (c) access arrangements under the Crown Minerals Act 1991; and
- (d) any other statutory authorisation granted by the Department;

Statutory Planning Document means a Conservation Management Strategy, Conservation Management Plan or any other planning document provided for by the Conservation Legislation;

Rohe has the meaning ascribed in clause 1;

Time Constraints means any relevant statutory, national programme or project time constraints;

Treaty of Waitangi means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

Working Day means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand Anniversary Day or Hawke's Bay Anniversary Day; and
- (b) A day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.

SIGNED on 201

SIGNED for and on behalf of
Ngāti Hineuru by

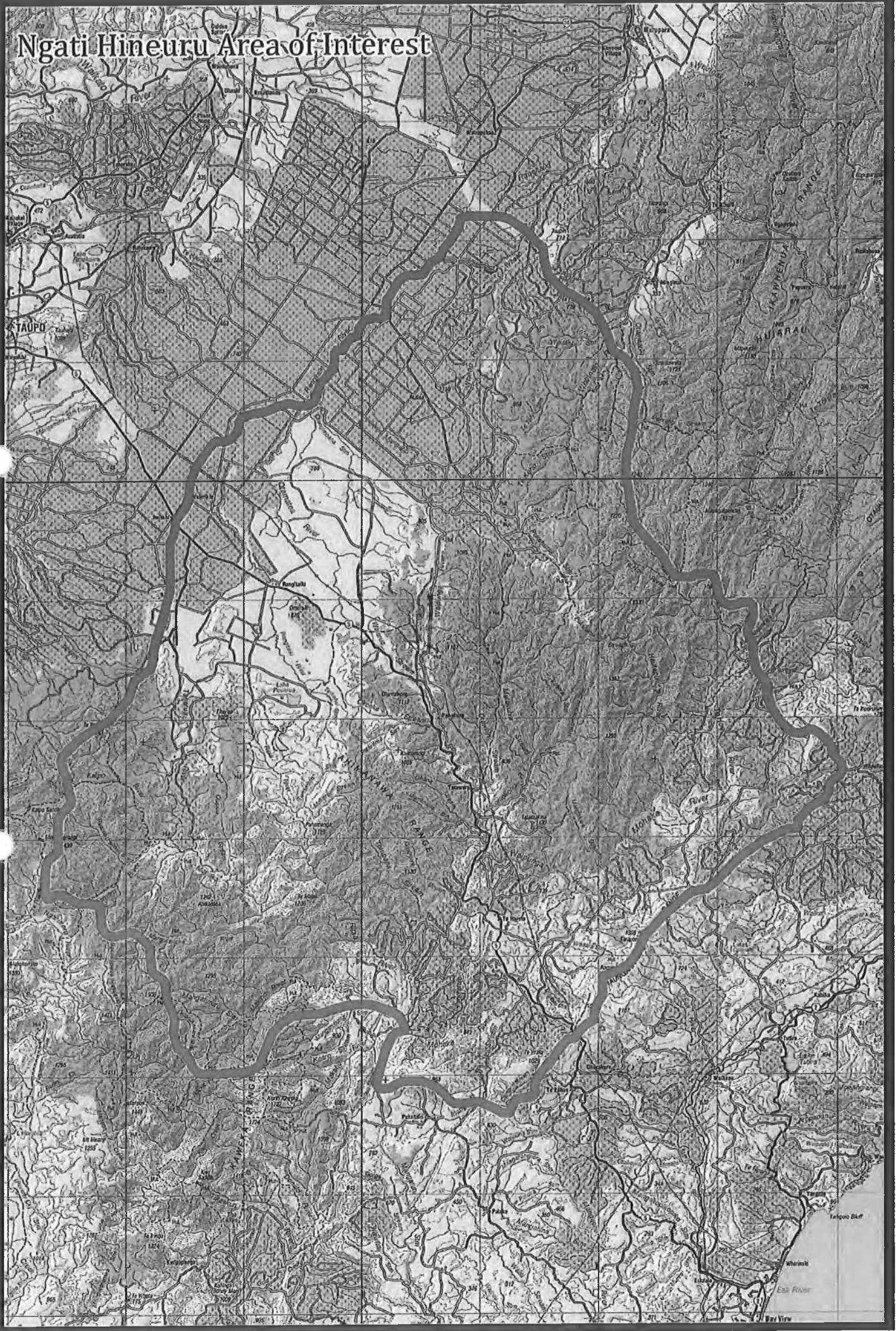
SIGNED for and on behalf of THE CROWN by -

The Minister of Conservation

The Director-General of Conservation

SCHEDULE 1 – PRIORITY AREAS

Ngati Hineuru Area of Interest



SCHEDULE 4

HAWKE'S BAY REGIONAL COUNCIL JOINT PLANNING COMMITTEE

- 1.1 The parties agree to establish a planning committee in conjunction with the Hawke's Bay Regional Council the role of which will relate to planning processes that affect the region of the Regional Council.

Background

- 1.2 The Regional Council, NHII, and other Hawke's Bay iwi and hapū, and the Crown have been working together to establish the Hawke's Bay Regional Council Joint Planning Committee (the Committee).
- 1.3 A terms of reference for the committee have been developed.
- 1.4 It is intended that:
- 1.4.1 the committee will comprise an equal number of elected members of the Regional Council and of representatives of Treaty settlement claimant groups (whether or not in any case the group has established a post-settlement governance entity) with interests in the management of natural resources in the Regional Council's region;
 - 1.4.2 the committee's role will relate to natural resource planning processes that affect the region, in particular, the redress rivers, and include drafting, and recommending to the Regional Council, plan and policy changes that affect natural resources in the region;
 - 1.4.3 the committee's role will be consistent with the Regional Council retaining final decision-making powers; and
 - 1.4.4 legislation is required to ensure that the committee, as appointed, is permanent and to establish its role and procedures.