

SCHEDULE 1

CULTURAL REDRESS – RELATIONSHIPS

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 1: CULTURAL REDRESS - RELATIONSHIPS**

PART 1: PROTOCOLS

PART 1: PROTOCOLS

DOC PROTOCOL

(Clause 9.1)

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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PART 1: PROTOCOLS – DOC PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF
CONSERVATION REGARDING DEPARTMENT OF CONSERVATION /
TE PAPA ATAWHAI INTERACTION WITH THE AFFILIATE TE ARAWA IWI/HAPU
ON SPECIFIED MATTERS**

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between The Affiliate Te Arawa Iwi/Hapu and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Conservation (the "**Minister**") would issue a Protocol (the "**DOC Protocol**") setting out how the Department of Conservation (the "**Department**") will interact with the trustees of the Te Pumautanga Trust (the "**Te Pumautanga Trustees**") on matters specified in the DOC Protocol. These matters are:
- 1.1.1 input into business planning at the Area Office level;
 - 1.1.2 integrated management of lands;
 - 1.1.3 species management;
 - 1.1.4 pest control;
 - 1.1.5 freshwater fisheries;
 - 1.1.6 cultural materials;
 - 1.1.7 historic resources (wahi tapu and wahi taonga);
 - 1.1.8 advocacy under the Resource Management Act 1991 (the "**Resource Management Act**");
 - 1.1.9 visitor and public information; and
 - 1.1.10 consultation.
- 1.2 For the purposes of this DOC Protocol, the Te Pumautanga Trustees are the representatives of the whanau, hapu, and iwi of the Affiliate Te Arawa Iwi/Hapu who have an interest in conservation management in the DOC Protocol Area.
- 1.3 Both the Department and Te Pumautanga Trustees are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 1.4 The Affiliate Te Arawa Iwi/Hapu have a responsibility in relation to the preservation, protection and management of natural and historic resources in the DOC Protocol Area in accordance with its kaitiakitanga. This derives from the status of the Affiliate Te Arawa Iwi/Hapu as tangata whenua in the DOC Protocol Area, is inextricably linked to whakapapa, and has important cultural and spiritual dimensions.

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1.5 The purpose of the Conservation Act 1987 (the “Act”) is to manage natural and historic resources under that Act and the Acts in the First Schedule to the Act. The Minister, the Director-General of Conservation (the “Director-General”) and the Department are required to exercise particular functions, powers and duties under that legislation.

2 PURPOSE OF THE PROTOCOL

2.1 The purpose of this Protocol is to assist the Department and the Te Pumautanga Trustees to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.

2.2 This Protocol sets out a framework that enables the Department and the Te Pumautanga Trustees to establish a constructive and ongoing working relationship that is consistent with section 4 of the Act, and that respects the values of the Affiliate Te Arawa Iwi/Hapu, so long as giving effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi is not inconsistent with the Act. It provides for the Affiliate Te Arawa Iwi/Hapu to have input into certain policy, planning and decision-making processes, the management of public conservation land, and the fulfilment of statutory responsibilities (for both parties) within the DOC Protocol Area.

3 PROTOCOL AREA

3.1 The DOC Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

4 TERMS OF ISSUE

4.1 This Protocol is issued pursuant to section [] of [*insert the name of the Settlement Legislation*] (the “Settlement Legislation”) that implements clause 9.1 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

5 IMPLEMENTATION AND COMMUNICATION

5.1 The Department will seek to establish and maintain communication with the Te Pumautanga Trustees on a continuing basis by:

5.1.1 providing reasonable opportunities for the Te Pumautanga Trustees to meet with Department managers and staff to discuss their respective conservation responsibilities and to review past operations;

5.1.2 meeting with the Te Pumautanga Trustees (or designate) every six months at the Rotorua Lakes Area Office level to review implementation of the DOC Protocol and holding an annual hui between the Te Pumautanga Trustees and senior DOC staff including the Conservator, Area Manager and Kaupapa Atawhai Manager;

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5.1.3 training relevant staff on the content of the DOC Protocol and provide the Affiliate Te Arawa Iwi/Hapu, through the Te Pumautanga Trustees, with the opportunity to train relevant staff on the Affiliate Te Arawa Iwi/Hapu values and tikanga; and

5.1.4 briefing the Bay of Plenty Conservation Board members on the content of the DOC Protocol.

5.2 The Rotorua Lakes Area Manager will act as the primary contact person for the Te Pumautanga Trustees and he or she will act as a liaison person with other departmental staff.

6 INPUT INTO BUSINESS PLANNING AT THE AREA OFFICE LEVEL

6.1 This Protocol provides for the ongoing implementation of a range of matters as well as special projects identified by the Te Pumautanga Trustees, with implementation taking place over time. Some of the projects identified will need specific resourcing set aside through the Department's business planning process.

6.2 The process for the involvement of the Te Pumautanga Trustees in the Department's business planning process will be as follows:

6.2.1 the Department and the Te Pumautanga Trustees will, on an annual basis, identify projects that require specific resourcing;

6.2.2 the identified projects will be taken into consideration together with other priorities under the Department's business planning process at the conservancy and regional levels;

6.2.3 the decision on whether any specific projects will be funded in any business year will be made by the Conservator and the Regional General Manager; and

6.2.4 if the Department decides to proceed with a specific project that has been identified under clause 6.2.1, the Te Pumautanga Trustees (or designate) and the Department will meet again to finalise a work plan and timetable for implementation of the specified project in that business year, in accordance with the resources which have been allocated in the business plan.

7 INTEGRATED MANAGEMENT FOR THE LANDS OF THE AFFILIATE TE ARAWA IWI/HAPU AND THE DEPARTMENT OF CONSERVATION

7.1 The transfer to the Te Pumautanga Trustees of certain parcels of land as "cultural redress properties" shall, amongst other conditions, be subject to a conservation covenant to maintain conservation values currently applicable to the land title from which such parcels are severed.

7.2 The Te Pumautanga Trustees and the Department of Conservation acknowledge the cultural, natural and public values that attach to such lands, both to the severed parcel and the area remaining alike, and undertake to work together to integrate their management for the overall good of such lands and their associated values.

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- 7.3 The Te Pumautanga Trustees and the Department of Conservation acknowledge that threats posed by fire, animal and plant pests are threats pertinent to both the cultural and the conservation values associated with such lands. It is also acknowledged that there is the potential for management issues to arise between the parties around recreational use and "interpretation". The Te Pumautanga Trustees and the Department of Conservation therefore agree:
- 7.3.1 that there are clear benefits to integrating management of such parcels of land and remaining areas, by working together and adding value to each other's efforts, one complementing the other, and
- 7.3.2 that a strong commitment to open, regular, free and frank communication will realise those benefits.
- 7.4 The Department of Conservation will endeavour to ensure that all relevant information in its possession in relation to such lands is shared with the Te Pumautanga Trustees in a proactive manner. Likewise the Te Pumautanga Trustees will endeavour to ensure they reciprocate with information in their possession or in the possession of Iwi/Hapu affiliated to the Te Pumautanga Trustees.
- 7.5 The Te Pumautanga Trustees and the Department of Conservation both agree that these principles of integrated management should provide for an operational relationship that will develop going forward, and that over time there will be further or other operational arrangements to be agreed to in respect of specific sites.

8 SPECIES MANAGEMENT

- 8.1 One of the Department's primary objectives is to ensure the survival of 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.
- 8.2 In recognition of the cultural, spiritual, historic and/or traditional association of the Affiliate Te Arawa Iwi/Hapu with indigenous flora and fauna found within the DOC Protocol Area for which the Department has responsibility, the Department will in relation to any indigenous species that the Te Pumautanga Trustees may identify as important to them through the processes provided under clauses 5 and 6 of this Protocol:
- 8.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, inform the Te Pumautanga Trustees and, where it is reasonably practicable to do so, provide opportunities for the Te Pumautanga Trustees to participate in that programme;
- 8.2.2 advise the Te Pumautanga Trustees in advance of any Conservation Management Strategy reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;

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- 8.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, and where it is reasonably practicable to do so, provide the Te Pumautanga Trustees with opportunities to participate in those projects;
- 8.2.4 advise the Te Pumautanga Trustees of the receipt of any completed research reports relating to indigenous species within the DOC Protocol Area, and provide copies or the opportunity for the Te Pumautanga Trustees to study those reports; and
- 8.2.5 encourage and provide advice to the Te Pumautanga Trustees concerning the protection or management of those species on land owned or managed by the Affiliate Te Arawa Iwi/Hapu.

9 PEST CONTROL

- 9.1 A key objective and function of the Department is to prevent, manage and control threats to natural heritage values from animal and weed pests. This needs to be done in a way that maximises the value from limited resources available to do this work.
- 9.2 The Department will:
 - 9.2.1 seek and facilitate early consultation with the Te Pumautanga Trustees on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons; and
 - 9.2.2 provide the Te Pumautanga Trustees with the Department's reports for animal pest control operations completed within the DOC Protocol Area.

10 FRESHWATER FISHERIES

- 10.1 Freshwater fisheries are managed under two pieces of legislation: the Fisheries Act 1996 (administered by the Ministry of Fisheries) and the Act. The Act deals specifically with the conservation of non-commercial freshwater fisheries.
- 10.2 The Department will consult with the Te Pumautanga Trustees, and where reasonably practicable, provide for their participation in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.
- 10.3 The Department will work at the Rotorua Lakes Area Office level to:
 - 10.3.1 seek to identify areas for co-operation in advocacy consistent with clause 13.3 of this Protocol, focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;

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- 10.3.2 consult with the Te Pumautanga Trustees in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
- 10.3.3 consider the Te Pumautanga Trustees as potential science providers or collaborators for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and
- 10.3.4 process applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Act.

11 CULTURAL MATERIALS

11.1 For the purpose of this Protocol, cultural materials are defined as:

11.1.1 plants and plant materials; and

11.1.2 materials derived from animals or birds, for which the Department is responsible and which are important to the Affiliate Te Arawa Iwi/Hapu in maintaining and expressing its cultural values and practices.

11.2 Current legislation means that some form of concession or permit is generally required for any gathering and possession of cultural materials.

11.3 In relation to cultural materials, the Minister and/or Director-General will:

11.3.1 consider requests from the Te Pumautanga Trustees for access to and use of cultural materials within the DOC Protocol Area when required for cultural or spiritual purposes, in accordance with the relevant legislation;

11.3.2 consult with the Te Pumautanga Trustees in circumstances where there are competing requests between the Te Pumautanga Trustees and non-Affiliate Te Arawa Iwi/Hapu persons in relation to the use of cultural materials, for example, for scientific research purposes, to see if the requests can be reconciled before the Minister or Director-General makes a decision in respect of those requests;

11.3.3 consider requests that the Te Pumautanga Trustees have access to cultural materials that become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or accidental death;

11.3.4 consider the issue of permits through the Department's permits system to the Te Pumautanga Trustees for collection of seed material on public conservation lands for plant propagation purposes, and provide advice on the Te Pumautanga Trustees' restoration programmes if requested; and

11.3.5 consult with the Te Pumautanga Trustees on the development of procedures for monitoring levels of cultural materials.

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12 HISTORIC RESOURCES – WAHI TAPU AND WAHI TAONGA

12.1 Places that are sacred or significant to the Affiliate Te Arawa Iwi/Hapu include:

12.1.1 rua koiwi and burial sites of the Affiliate Te Arawa Iwi/Hapu tupuna;

12.1.2 tohi (baptismal) sites and sites where whenua (placenta) have been buried;

12.1.3 sites (such as tuahu, battle grounds) where the Affiliate Te Arawa Iwi/Hapu has been engaged in an activity or ritual of historical significance as recorded in oral tradition, or where there is a repository of artifacts;

12.1.4 old kainga, pa and other archaeological sites;

12.1.5 sites of water sources for death rites;

12.1.6 significant fishing, raw resource harvesting, or food gathering places;

12.1.7 significant geographical locations; and

12.1.8 designated dwelling places of taniwha in the Affiliate Te Arawa Iwi/Hapu rivers.

12.2 The Department has a statutory role to conserve historic resources in protected areas and will endeavour to do this for sites of significance to the Affiliate Te Arawa Iwi/Hapu in co-operation with the Te Pumautanga Trustees.

12.3 The Department accepts that non-disclosure of locations of places known to the Affiliate Te Arawa Iwi/Hapu is a practice used by the Affiliate Te Arawa Iwi/Hapu to preserve the sanctity of a place. In other cases the Affiliate Te Arawa Iwi/Hapu may ask the Department to treat information it provides on wahi tapu and wahi taonga in a confidential way. Where such confidential information has been provided by the Affiliate Te Arawa Iwi/Hapu, the Department will consult the Te Pumautanga Trustees on the establishment of processes for dealing with information on wahi tapu and wahi taonga in a way that both recognises the management challenges that confidentiality can present and respects the views of the Affiliate Te Arawa Iwi/Hapu.

12.4 The responsibility for identifying and assessing the Affiliate Te Arawa Iwi/Hapu wahi tapu and wahi taonga largely rests with the Affiliate Te Arawa Iwi/Hapu.

12.5 The Department, at the Rotorua Lakes Area Office level, will:

12.5.1 undertake protection and conservation of the Affiliate Te Arawa Iwi/Hapu wahi tapu and wahi taonga, in accordance with priorities and/or threats, on land administered by the Department in co-operation with the Te Pumautanga Trustees;

12.5.2 as far as reasonably practicable, respect the Affiliate Te Arawa Iwi/Hapu values attached to identified wahi tapu and wahi taonga that are

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administered by the Department (e.g. by the Department giving consideration to impacts from visitor numbers, facilities and services);

12.5.3 manage the Affiliate Te Arawa Iwi/Hapu wahi tapu and wahi taonga according to the standards of conservation practice for the care of places of cultural heritage value, their structures, materials and cultural meaning, outlined in the ICOMOS (International Convention on Monuments and Sites) New Zealand Charter 1993;

12.5.4 as far as possible, when issuing concessions that give authority for other parties to carry out activities on land administered by the Department:

- (a) where the Te Pumautanga Trustees have advised the Department that land administered by the Department within the DOC Protocol Area contains wahi tapu and/or wahi taonga of the Affiliate Te Arawa Iwi/Hapu, require concessionaires to conduct any activity on the land in a manner that recognises and is respectful of the Affiliate Te Arawa Iwi/Hapu values; and
- (b) request concessionaires who intend to utilise information relating to the Affiliate Te Arawa Iwi/Hapu to consult the Te Pumautanga Trustees before utilising the information;

12.5.5 inform the Te Pumautanga Trustees if koiwi are found in the DOC Protocol Area; and

12.5.6 when requested by the Te Pumautanga Trustees, seek to assist in recording and protecting wahi tapu and wahi taonga on land administered by the Department and, wherever possible, ensure that they are not desecrated or damaged.

13 RESOURCE MANAGEMENT ACT

13.1 The Affiliate Te Arawa Iwi/Hapu and the Department both have concerns about the effects of activities controlled and managed under the Resource Management Act. Areas of common interest include:

13.1.1 protection and conservation of wetlands;

13.1.2 protection of historic resources;

13.1.3 protection of native species and their ecosystems;

13.1.4 riparian management;

13.1.5 effects on freshwater fish habitat;

13.1.6 water quality management; and

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13.1.7 eradication of animal pests.

13.2 From time to time, the Te Pumautanga Trustees and the Department will seek to identify further issues of mutual interest for discussion. It is recognised that their concerns in any particular resource management issue may diverge and that each of the Department and the Te Pumautanga Trustees will continue to make separate submissions in any Resource Management Act processes.

13.3 Where issues of mutual interest are identified, the Department may consult the Te Pumautanga Trustees on the general approach to be taken by each of the Affiliate Te Arawa Iwi/Hapu and the Department in respect of advocacy under the Resource Management Act where the Department considers the Affiliate Te Arawa Iwi/Hapu may have an interest, and seek to identify their respective priorities and issues of mutual concern.

13.4 The Department may:

13.4.1 have regard to the priorities and issues of mutual concern identified in making decisions in respect of advocacy under the Resource Management Act; and

13.4.2 make non-confidential resource information available to the Te Pumautanga Trustees to assist in improving their effectiveness in Resource Management Act advocacy work.

14 VISITOR AND PUBLIC INFORMATION

14.1 The Department has a role in sharing knowledge about natural and historic heritage with visitors, satisfying their requirements for information, increasing their enjoyment and understanding of this heritage, and developing an awareness of the need for its conservation.

14.2 As set out in clause 14.3, in providing public information, interpretation services, and facilities for visitors on the land it manages, the Department acknowledges the association of the Affiliate Te Arawa Iwi/Hapu with the land the Department administers within the DOC Protocol Area.

14.3 The Department will work at the Rotorua Lakes Area Office level to encourage respect for the Affiliate Te Arawa Iwi/Hapu's association with land administered by the Department within the DOC Protocol Area by:

14.3.1 raising public awareness of any positive conservation partnerships developed between the Te Pumautanga Trustees, the Department and other stakeholders, for example, by way of publications, presentations and seminars;

14.3.2 consulting the Te Pumautanga Trustees on the inclusion in Department information on new interpretation panels, signs and visitor publications within the DOC Protocol Area of acknowledgements of the Affiliate Te Arawa Iwi/Hapu perspectives, references to the significance of the sites to the

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Affiliate Te Arawa Iwi/Hapu, and traditional Affiliate Te Arawa Iwi/Hapu place names;

14.3.3 ensuring that accurate information is provided about the Affiliate Te Arawa Iwi/Hapu in the Department's publications by obtaining, so far as possible, the permission of the Te Pumautanga Trustees prior to the publication of any information substantially concerning the Affiliate Te Arawa Iwi/Hapu that has not been obtained from the Te Pumautanga Trustees; and

14.3.4 encouraging the participation of the Affiliate Te Arawa Iwi/Hapu in the Department's volunteer and conservation events and programmes by informing the Te Pumautanga Trustees of these programmes and events.

15 CONCESSION APPLICATIONS

15.1 The Department will work with the Te Pumautanga Trustees to identify categories of concessions that may impact on the cultural, spiritual or historical values of the Affiliate Te Arawa Iwi/Hapu.

15.2 In relation to the concession applications within the categories identified by the Department and the Te Pumautanga Trustees under clause 15.1, the Department will:

15.2.1 consult with the Te Pumautanga Trustees with regard to any applications or renewals of applications within the DOC Protocol Area;

15.2.2 when a concession is publicly notified, at the same time provide separate written notification to the Te Pumautanga Trustees; and

15.2.3 prior to issuing concessions to carry out activities on land managed by the Department within the DOC Protocol Area, and following consultation with the Te Pumautanga Trustees, ensure that the concessionaire is informed of the Affiliate Te Arawa Iwi/Hapu tikanga and values.

16 CONSULTATION

16.1 Where the Department is required to consult under clauses 9.2, 10.2, 10.3, 11.3, 12.3, 13.3 and 14.3 of this Protocol, the basic principles that will be followed by the Department in consulting with the Te Pumautanga Trustees in each case are:

16.1.1 ensuring that the Te Pumautanga Trustees are consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;

16.1.2 providing the Te Pumautanga Trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

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WITNESS

Name:

Occupation:

Address:

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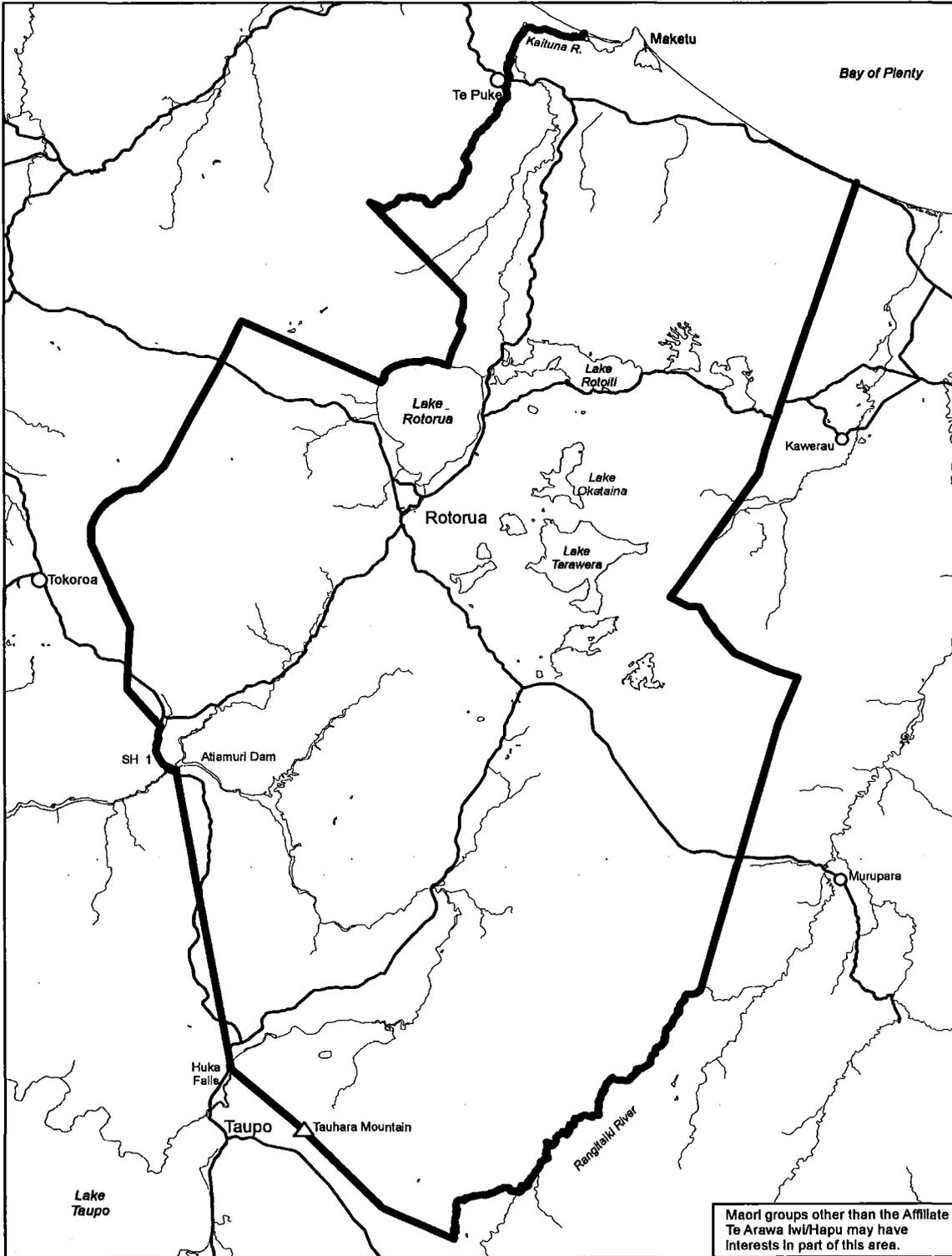
ATTACHMENT A

DOC PROTOCOL AREA

(The map follows this page.)

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ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

1 Provisions of the Deed of Settlement relating to this protocol

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.8); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapu, marae, whanau, or other representative of tangata whenua (clause 9.9);

1.1.3 this Protocol:

(a) is consistent with section 4 of the Conservation Act 1987;

(b) does not override or diminish:

(i) the requirements of the Conservation Legislation;

(ii) the functions and powers of the Minister of Conservation, or the Department of Conservation, under that legislation; or

(iii) the rights of the Affiliate Te Arawa Iwi/Hapu, or a Representative Entity, under that legislation (clause 9.7.4).

1.2 Representative Entity has the same meaning in clause 1.1.3(b)(iii) of these terms of issue as it has in clause 1.8 of the Deed of Settlement.

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.7.1-9.7.3 of the Deed of Settlement.]

3 Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.7.4 of the Deed of Settlement.]

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4 Noting of Protocols

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.2.1 and 9.2.2 of the Deed of Settlement.]

5 Enforceability of Protocols

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.7.5-9.7.7 of the Deed of Settlement.]

6 Limitation of rights

6.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.2.3 of the Deed of Settlement.]

FISHERIES PROTOCOL

(Clause 9.3)

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**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF
FISHERIES REGARDING INTERACTION WITH THE AFFILIATE TE ARAWA
IWI/HAPU ON FISHERIES ISSUES**

1 INTRODUCTION

- 1.1 The Crown, through the Minister and Chief Executive, recognises that the Affiliate Te Arawa Iwi/Hapu are entitled to have input and participate in fisheries management processes that affect fish stocks in the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area and that are managed by the Ministry under the Fisheries Act 1996. The Affiliate Te Arawa Iwi/Hapu have a special relationship with all species of fish, aquatic life and seaweed found within the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the deed of settlement dated [] between the Affiliate Te Arawa Iwi/Hapu and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Fisheries (the "**Minister**") would issue a protocol (the "**Fisheries Protocol**") setting out how the Ministry of Fisheries (the "**Ministry**") will interact with the trustees of the Te Pumautanga Trust (the "**Te Pumautanga Trustees**") in relation to matters specified in the Fisheries Protocol. These matters are:
- 1.2.1 recognition of the interests of the Affiliate Te Arawa Iwi/Hapu, set out in clause 1.1, in all species of fish or aquatic life that exist within the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area that are subject to the Fisheries Act 1996;
 - 1.2.2 stock strategies, fisheries regulations and fisheries plans;
 - 1.2.3 support for customary non-commercial fisheries management;
 - 1.2.4 research planning;
 - 1.2.5 the nature and extent of fisheries services;
 - 1.2.6 contracting for services;
 - 1.2.7 the employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.2.8 rahui; and
 - 1.2.9 changes to policy and legislation affecting this Protocol.
- 1.3 For the purposes of this Fisheries Protocol, the Te Pumautanga Trustees are the representatives of the whanau, hapu and iwi of the Affiliate Te Arawa Iwi/Hapu who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area. The Affiliate Te Arawa Iwi/Hapu have a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries in the Fisheries Protocol Area.

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- 1.4 The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
- 1.5 The Ministry and the Te Pumautanga Trustees are seeking a relationship consistent with the Treaty of Waitangi and its principles. The principles of the Treaty provide the basis for the relationship between the parties to this Fisheries Protocol, as set out in this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 1.6 The Minister and the Chief Executive of the Ministry (the “**Chief Executive**”) have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both the Affiliate Te Arawa Iwi/Hapu and the Ministry consistent with the sustainable utilisation of fisheries, this Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. The Te Pumautanga Trustees will have the opportunity for meaningful input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.7 The Ministry will advise the Te Pumautanga Trustees whenever it proposes to consult with an iwi or hapu of the Affiliate Te Arawa Iwi/Hapu or with another iwi or hapu with interests in the sustainable utilisation of fisheries, aquatic life and seaweed in the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area, on matters that could affect the interests of the Affiliate Te Arawa Iwi/Hapu.

2 AFFILIATE TE ARAWA IWI/HAPU FISHERIES PROTOCOL AREA

- 2.1 This Fisheries Protocol applies across the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol together with the adjacent waters.

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [] of the [*insert the name of the Settlement Legislation*] (the “**Settlement Legislation**”) and clause 9.3 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Ministry will maintain effective consultation processes and communication networks with the Te Pumautanga Trustees by:
 - 4.1.1 maintaining, at national and regional levels, information provided by the Te Pumautanga Trustees on the Te Pumautanga Trustees’ office holders, addresses and contact details;

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- 4.1.2 providing reasonable opportunities for the Te Pumautanga Trustees to meet with Ministry managers and staff; and
- 4.1.3 providing reasonable opportunities for the Te Pumautanga Trustees to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.

4.2 The Ministry will:

- 4.2.1 meet with the Te Pumautanga Trustees to review implementation of this Protocol at least once a year, unless otherwise agreed, at a location specified by the Te Pumautanga Trustees and agreed to in advance by the Ministry;
- 4.2.2 consult and involve the Te Pumautanga Trustees in the training of relevant staff on this Protocol and provide on-going training as required; and
- 4.2.3 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Affiliate Te Arawa Iwi/Hapu settlement, and provide on-going information as required.

5 SPECIES OF FISH, AQUATIC LIFE AND SEAWEED

Tuna (Eel)

- 5.1 The Ministry recognises that tuna (eel) is a taonga species and that the Affiliate Te Arawa Iwi/Hapu have a special relationship with the tuna fishery within the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area.
- 5.2 The Affiliate Te Arawa Iwi/Hapu have indicated that they may wish to enhance the tuna fishery through the transfer of elvers and the possibility of farming tuna.
- 5.3 In each of the three years after the Settlement Date, upon reasonable receipt of notice from the Te Pumautanga Trustees, Ministry staff shall meet with representatives of the Te Pumautanga Trustees at a mutually acceptable venue to discuss whether potential sites within the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area may be viable for undersized tuna extraction and if so the quantum catch of tuna that might potentially be authorised within the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area.
- 5.4 This Fisheries Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm tuna will be granted.

6 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 6.1 The Ministry undertakes to provide the Te Pumautanga Trustees with such information and assistance as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include:

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- 6.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area; and
- 6.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area.

7 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS, MARINE PROTECTION AREAS AND CONSULTATION ON SPECIES WITHIN THE FISHERIES PROTOCOL AREA

- 7.1 If the Ministry is exercising powers or functions, under the Fisheries Legislation or the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, relating to the setting of sustainability measures, or the making of fisheries regulations, or the development/implementation of a fisheries plan for the purposes of section 11A of the Fisheries Act 1996 (a "**Fisheries Plan**"), for any species of fish, aquatic life or seaweed within the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area, or is establishing Marine Protected Areas as defined in the Marine Protected Areas Policy and Implementation Plan December 2005, the Ministry must:
 - 7.1.1 provide the Te Pumautanga Trustees with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans;
 - 7.1.2 inform the Te Pumautanga Trustees, in writing, of any proposed changes in relation to the Fisheries Protocol Area with regard to:
 - 7.1.2.1 the setting of sustainability measures;
 - 7.1.2.2 the making of fisheries regulations;
 - 7.1.2.3 the development/implementation of Fisheries Plans; and
 - 7.1.2.4 the development of marine protected areas,as soon as reasonably practicable to enable the Affiliate Te Arawa Iwi/Hapu to respond in an informed way;
 - 7.1.3 provide the Te Pumautanga Trustees at least 30 working days from receipt of the written information described in clause 7.1.2 in which to respond, verbally or in writing, to any such proposed changes;
 - 7.1.4 as far as reasonably practicable, meet with the Te Pumautanga Trustees to discuss any proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, if requested by the Te Pumautanga Trustees to do so;
 - 7.1.5 incorporate the views of the Te Pumautanga Trustees into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, that affect the Te

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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Pumautanga Trustees' interests and provide a copy of that advice to the Te Pumautanga Trustees as soon as reasonably practicable; and

- 7.1.6 report back to the Te Pumautanga Trustees within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans, either in writing or in person.

8 REGIONAL IWI FORUMS

- 8.1 The Ministry is working with iwi to establish regional iwi forums to enable iwi to have input into and participate in processes to address sustainability measures, fisheries regulations, fisheries plans and the establishment of marine protected areas. Where the Ministry is seeking to establish a regional iwi forum in an area that will include the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area, the Ministry will ensure that the Te Pumautanga Trustees will have an opportunity to participate in the development and operation of that forum. Where a regional iwi forum is established and the Affiliate Te Arawa Iwi/Hapu are members of that forum, both parties acknowledge that the forum will be the venue to address those matters set out in clauses 5 to 15 of this Protocol.

9 RESEARCH PLANNING PROCESS

- 9.1 The Ministry will provide the Te Pumautanga Trustees with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 9.2 The Ministry will consult with the Te Pumautanga Trustees on all research proposals commissioned by the Ministry having an effect on the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area.
- 9.3 The Ministry will provide the Te Pumautanga Trustees, within 30 working days of the execution of the Fisheries Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform the Te Pumautanga Trustees about those changes.

10 NATURE AND EXTENT OF FISHERIES SERVICES

- 10.1 The Ministry will each year consult with the Te Pumautanga Trustees on the Ministry's annual business plan.
- 10.2 The Ministry will provide the Te Pumautanga Trustees with the opportunity to put forward proposals for the provision of services that the Te Pumautanga Trustees deem necessary for the management of fisheries within the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area.

11 CONTRACTING FOR SERVICES

- 11.1 The Ministry will consult with the Te Pumautanga Trustees in respect of any contract for the provision of services that may impact on the management of customary

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fisheries within the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.

12 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

12.1 The Ministry will consult with the Te Pumautanga Trustees on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of the Affiliate Te Arawa Iwi/Hapu in relation to the Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area.

12.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of the Affiliate Te Arawa Iwi/Hapu, and may be achieved by one or more of the following:

12.2.1 consultation on the job description and work programme;

12.2.2 direct notification of the vacancy;

12.2.3 consultation on the location of the position; and

12.2.4 input into the selection of the interview panel.

13 CONSULTATION

13.1 Where the Ministry is required to consult under clauses 4, 7, 8, 9, 10, 11, and 12 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the Te Pumautanga Trustees in each case are:

13.1.1 ensuring that the Te Pumautanga Trustees are consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;

13.1.2 providing the Te Pumautanga Trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

13.1.3 ensuring that sufficient time is given for the participation of the Te Pumautanga Trustees in the decision making process including the preparation of submissions by the Te Pumautanga Trustees in relation to any of the matters that are the subject of the consultation; and

13.1.4 ensuring that the Ministry will approach the consultation with the Te Pumautanga Trustees with an open mind, and will genuinely consider the submissions of the Te Pumautanga Trustees in relation to any of the matters that are the subject of the consultation.

13.2 Where the Ministry has consulted with the Te Pumautanga Trustees as specified in clause 13.1, the Ministry will report back to the Te Pumautanga Trustees, either in person or in writing, on the decision made as a result of any such consultation.

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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the Minister of Fisheries

WITNESS

Name:

Occupation:

Address:

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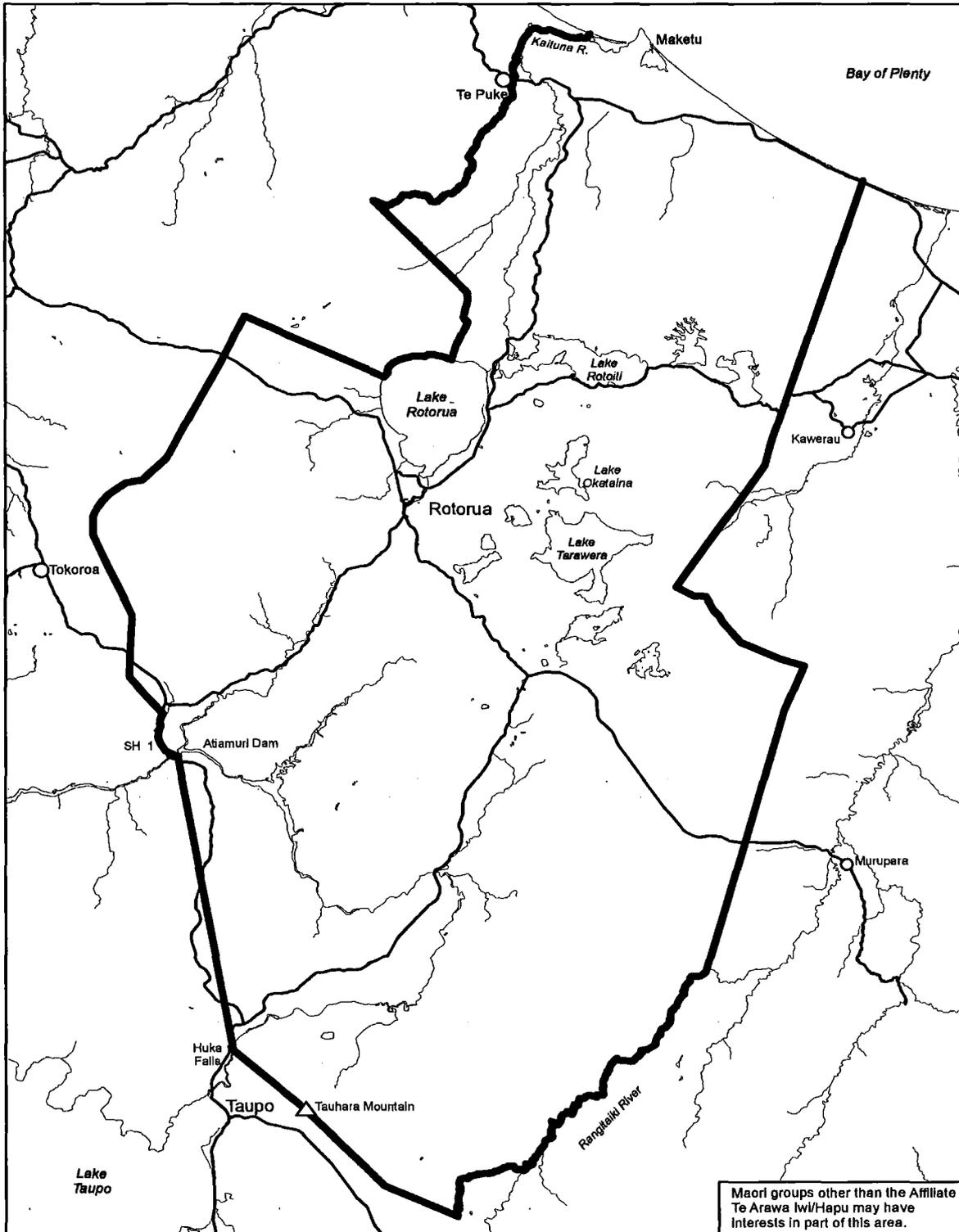
ATTACHMENT A

FISHERIES PROTOCOL AREA

(The map follows this page.)

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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ATTACHMENT B

TERMS OF ISSUE

1. **Definitions**

In this Fisheries Protocol:

Affiliate Te Arawa Iwi/Hapu has the meaning set out in clause 1.5 of the Deed of Settlement;

Crown has the meaning set out in clause 1.4 of the Deed of Settlement;

Fisheries Legislation means the Fisheries Act 1983 and the Fisheries Act 1996;

Affiliate Te Arawa Iwi/Hapu Fisheries Protocol Area has the meaning set out in clause 2.1 of this Fisheries Protocol;

Protocol means a statement in writing, issued by the Crown through the Minister to the Te Pumautanga Trustees under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol;

Te Pumautanga Trust means the Te Pumautanga o Te Arawa Trust, established by the Te Pumautanga o Te Arawa trust deed dated 1 December 2006; and

Te Pumautanga Trustees means the trustees appointed from time to time to the Te Pumautanga Trust.

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

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

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.7.1-9.7.3 of the Deed of Settlement]

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

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.7.4 of the Deed of Settlement]

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers

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appropriate including, without limitation, any other iwi, hapu, marae, whanau or other representatives of tangata whenua.

4. Noting of Protocols

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.4.1 and 9.4.2 of the Deed of Settlement]

5. Enforceability of Protocols

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.7.5-9.7.7 of the Deed of Settlement]

5.2 The provisions included in the Settlement Legislation under clauses 9.7.5 and 9.7.6 of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

6. Breach of Protocols not breach of Deed

6.1 The Deed of Settlement provides that a failure by the Crown to comply with its obligations under a Protocol is not a breach of the Deed of Settlement.

7. Limitation of rights

7.1 Section [] of the Settlement Legislation provides that: *[Quote the section of the Settlement Legislation included in accordance with clause 9.4.3 of the Deed of Settlement]*

TAONGA TUTURU PROTOCOL

(Clause 9.5)

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 1: CULTURAL REDRESS - RELATIONSHIPS**

PART 1: PROTOCOLS – TAONGA TUTURU PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS,
CULTURE AND HERITAGE REGARDING INTERACTION WITH THE AFFILIATE
TE ARAWA IWI/HAPU ON TAONGA TUTURU ISSUES**

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between the Affiliate Te Arawa Iwi/Hapu and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “**Minister**”) would issue a protocol (the “**Taonga Tuturu Protocol**”) setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the “**Chief Executive**”) will interact with the trustees of the Te Pumautanga Trust (the “**Te Pumautanga Trustees**”) on matters specified in the Taonga Tuturu Protocol. These matters are:
- 1.1.1 newly found taonga tuturu;
 - 1.1.2 the export of taonga tuturu from New Zealand; and
 - 1.1.3 the Protected Objects Act 1975 and any amendment (the “**Act**”).
- 1.2 The Minister and the Chief Executive or other such persons acting in those capacities, and the Affiliate Te Arawa Iwi/Hapu are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this Taonga Tuturu Protocol, as set out in this Protocol.
- 1.3 The Chief Executive recognises that the Affiliate Te Arawa Iwi/Hapu have an interest in relation to the preservation, protection and management of taonga tuturu through its tinō rangatiratanga and kaitiakitanga. This derives from the Affiliate Te Arawa Iwi/Hapu’s status as tangata whenua in the Taonga Tuturu Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The purpose of the Act is to provide for the better protection of certain objects by, among other things, regulating the export of taonga tuturu, and by establishing and recording the ownership of nga taonga tuturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain functions, powers and duties in terms of the Act. In exercising such functions, powers and duties, the Minister and Chief Executive will provide the Te Pumautanga Trustees with the opportunity for input in the policy and decision-making processes as set out in this Protocol.

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PART 1: PROTOCOLS – TAONGA TUTURU PROTOCOL

2. PROTOCOL AREA

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

3. TERMS OF ISSUE

- 3.1 The Taonga Tuturu Protocol is issued pursuant to section [] of the [insert name of settlement legislation] (the "**Settlement Legislation**") that implements clause 9.5 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4. THE ROLE OF THE CHIEF EXECUTIVE UNDER THIS PROTOCOL

General

- 4.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the Te Pumautanga Trustees within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 4.1.1 notify the Te Pumautanga Trustees in writing of any taonga tuturu found within the Protocol Area or identified as being of Affiliate Te Arawa Iwi/Hapu origin found anywhere else in New Zealand;
 - 4.1.2 provide for the care, recording and custody of any taonga tuturu found within the Protocol Area or identified as being of Affiliate Te Arawa Iwi/Hapu origin found anywhere else in New Zealand;
 - 4.1.3 notify the Te Pumautanga Trustees in writing of their right to lodge a claim with the Chief Executive for ownership of any taonga tuturu found within the Protocol Area or identified as being of Affiliate Te Arawa Iwi/Hapu origin found anywhere else in New Zealand;
 - 4.1.4 notify the Te Pumautanga Trustees in writing of their right to apply directly to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any taonga tuturu found within the Protocol Area or identified as being of Affiliate Te Arawa Iwi/Hapu origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such taonga tuturu; and
 - 4.1.5 notify the Te Pumautanga Trustees in writing of any application to the Maori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any taonga tuturu found within the Protocol Area or identified as being of Affiliate Te Arawa Iwi/Hapu origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such taonga tuturu.

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SCHEDULE 1: CULTURAL REDRESS - RELATIONSHIPS**

PART 1: PROTOCOLS – TAONGA TUTURU PROTOCOL

Applications for Ownership

- 4.2. If the Te Pumautanga Trustees lodge a claim of ownership with the Chief Executive and there are no competing claims for any taonga tuturu found within the Protocol Area or identified as being of Affiliate Te Arawa Iwi/Hapu origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Maori Land Court for an order confirming ownership of the taonga tuturu.
- 4.3. If there is a competing claim or claims lodged in conjunction with the Te Pumautanga Trustees' claim of ownership, the Chief Executive will consult with the Te Pumautanga Trustees for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Maori Land Court for an order confirming ownership of the taonga tuturu.
- 4.4. If the competing claims for ownership of any taonga tuturu found within the Protocol Area or identified as being of Affiliate Te Arawa Iwi/Hapu origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the Te Pumautanga Trustees may facilitate an application to the Maori Land Court for determination of ownership of the taonga tuturu.

Applications for Custody

- 4.5. If no ownership application is made to the Maori Land Court for any taonga tuturu found within the Protocol Area or identified as being of Affiliate Te Arawa Iwi/Hapu origin found elsewhere in New Zealand by the Te Pumautanga Trustees or any other person, the Chief Executive will:
- 4.5.1. consult the Te Pumautanga Trustees where there is any request from any other person for the custody of the taonga tuturu;
- 4.5.2. consult the Te Pumautanga Trustees before a decision is made on who may have custody of the taonga tuturu; and
- 4.5.3. notify the Te Pumautanga Trustees in writing of the decision made by the Chief Executive on the custody of the taonga tuturu.

Export Applications

- 4.6. For the purpose of seeking an expert opinion from the Te Pumautanga Trustees on any export applications to remove any taonga tuturu of Affiliate Te Arawa Iwi/Hapu origin from New Zealand, the Chief Executive will register the Te Pumautanga Trustees on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 4.7. Where the Chief Executive receives an export application to remove any taonga tuturu of Affiliate Te Arawa Iwi/Hapu origin from New Zealand, the Chief Executive will consult the Te Pumautanga Trustees as an Expert Examiner on that application, and notify the Te Pumautanga Trustees in writing of his or her decision.

Other Matters

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
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PART 1: PROTOCOLS – TAONGA TUTURU PROTOCOL

- 4.8 The Chief Executive will also:
- 4.8.1 discuss with the Te Pumautanga Trustees concerns and issues notified by the Te Pumautanga Trustees about the Act;
 - 4.8.2 review the implementation of this Protocol from time to time, or at the request of the Te Pumautanga Trustees, unless otherwise agreed in writing by both the Te Pumautanga Trustees and the Chief Executive; and
 - 4.8.3 as far as reasonably practicable train relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol.

5. THE ROLE OF THE MINISTER UNDER THIS PROTOCOL

- 5.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the Te Pumautanga Trustees within the limits of the Act. In circumstances where the Chief Executive originally consulted the Te Pumautanga Trustees as an Expert Examiner, the Minister may consult with the Te Pumautanga Trustees where a person appeals the decision of the Chief Executive to:
- 5.1.1 refuse permission to export any taonga tuturu, or nga taonga tuturu, from New Zealand; or
 - 5.1.2 impose conditions on the approval to export any taonga tuturu, or nga taonga tuturu, from New Zealand.
- 5.2 The Ministry will notify the Te Pumautanga Trustees in writing of the Minister's decision on an appeal in relation to an application to export any taonga tuturu where the Te Pumautanga Trustees were consulted as an Expert Examiner.

6. CONSULTATION

- 6.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the Te Pumautanga Trustees in each case are:
- 6.1.1 ensuring that the Te Pumautanga Trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
 - 6.1.2 providing the Te Pumautanga Trustees with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 6.1.3 ensuring that sufficient time is given for the participation of the Te Pumautanga Trustees in the decision making process including the preparation of submissions by the Te Pumautanga Trustees in relation to any of the matters that are the subject of the consultation;

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- 6.1.4 ensuring that the Chief Executive will approach the consultation with the Te Pumautanga Trustees with an open mind, and will genuinely consider the submissions of the Te Pumautanga Trustees in relation to any of the matters that are the subject of the consultation; and
- 6.1.5 report back to the Te Pumautanga Trustees, either in writing or in person, on any decisions made that relate to that consultation.

7 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 7.1 If the Chief Executive consults with Maori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive will:
- 7.1.1 notify the Te Pumautanga Trustees of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;
- 7.1.2 make available to the Te Pumautanga Trustees the information provided to Maori as part of the consultation process referred to in this clause; and
- 7.1.3 report back to the Te Pumautanga Trustees on the outcome of any such consultation.

8 DEFINITIONS

- 8.1 In this Protocol:

Affiliate Te Arawa Iwi/Hapu has the meaning set out in clause 1.5 of the Deed of Settlement;

Chief Executive means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive;

Crown means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by the terms of the Deed of Settlement to participate in, any aspect of the redress under the Deed of Settlement;

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

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

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

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 1: CULTURAL REDRESS - RELATIONSHIPS**

PART 1: PROTOCOLS – TAONGA TUTURU PROTOCOL

nga taonga tuturu has the same meaning as in section 2 of the Act and means 2 or more taonga tuturu;

Protocol means a statement in writing, issued by the Crown through the Minister to the Te Pumautanga Trustees under the Settlement Legislation and the Deed of Settlement and includes this Taonga Tuturu Protocol;

taonga tuturu has the same meaning as in section 2 of the Act and means:

an object that—

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

Te Pumautanga Trust means the Te Pumautanga o Te Arawa Trust, established by the Te Pumautanga o Te Arawa trust deed dated 1 December 2006; and

Te Pumautanga Trustees means the trustees appointed from time to time to the Te Pumautanga Trust.

ISSUED on this day of []

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Arts, Culture and Heritage

in the presence of:

WITNESS

Name:
Occupation:
Address:

**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 1: CULTURAL REDRESS - RELATIONSHIPS**

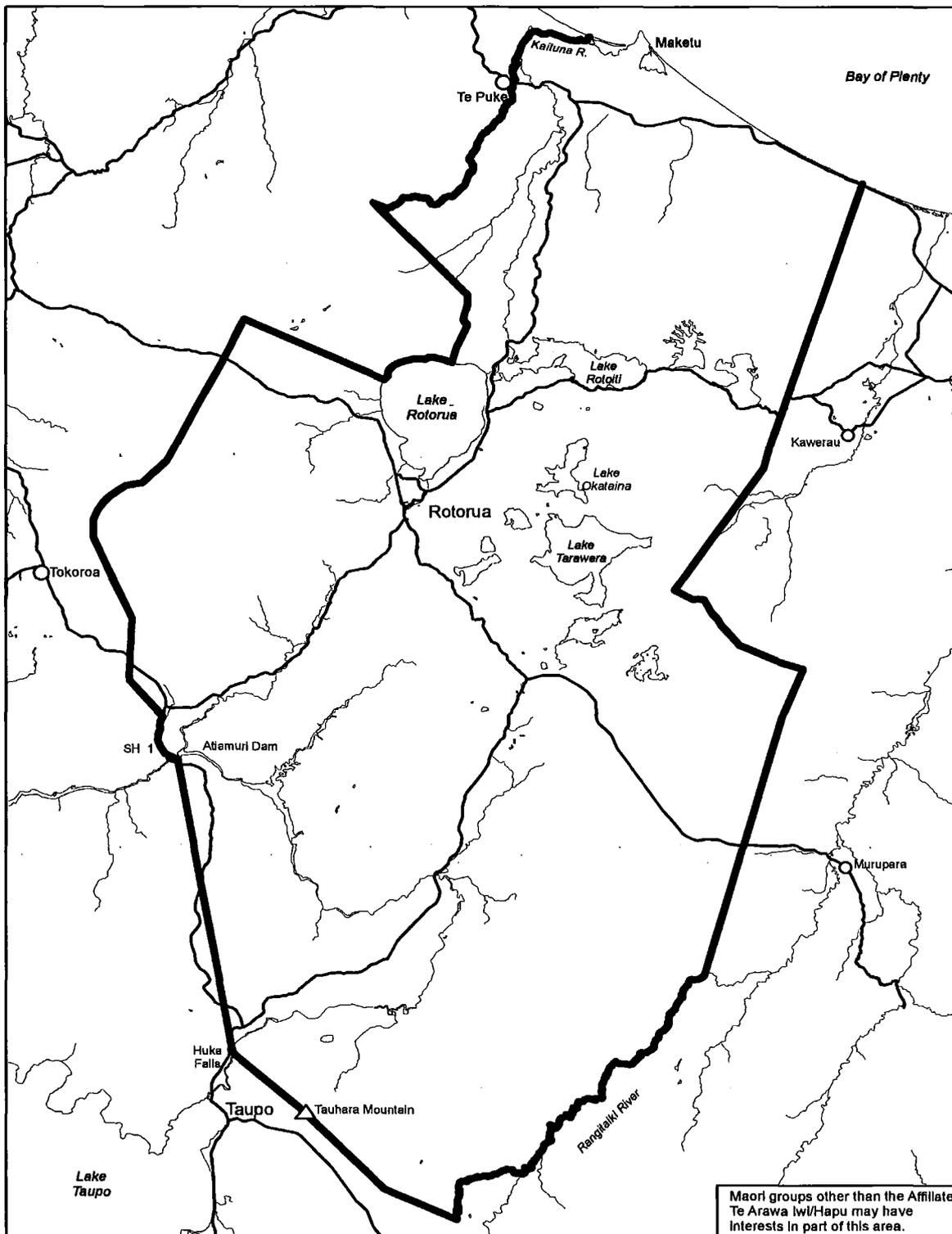
PART 1: PROTOCOLS – TAONGA TUTURU PROTOCOL

ATTACHMENT A

TAONGA TUTURU PROTOCOL AREA

(The map follows this page.)

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 1: CULTURAL REDRESS - RELATIONSHIPS
PART 1: PROTOCOLS – TAONGA TUTURU PROTOCOL



**THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 1: CULTURAL REDRESS - RELATIONSHIPS**

PART 1: PROTOCOLS – TAONGA TUTURU PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

1 Provisions of Deed of Settlement relating to Protocol

1.1 The Deed provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause 9.8); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person the Crown considers appropriate including any iwi, hapu, marae, whanau or other representative of tangata whenua (clause 9.9); and

1.1.3 this Protocol does not override or diminish:

- (a) the requirements of the Act;
- (b) the functions and powers of the Minister for Arts, Culture and Heritage or the Chief Executive for the Ministry for Culture and Heritage under the Act; or
- (c) the rights of Affiliate Te Arawa Iwi/Hapu, or a Representative Entity, under that Act (clause 9.7.4).

1.2 **Representative Entity** has the same meaning in this Protocol as it has in clause 1.8 of the Deed.

2 Authority to issue, amend or cancel Protocols

Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.7.1-9.7.3 of the Deed of Settlement]

3 Protocols subject to rights and obligations

Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause 9.7.4 of the Deed of Settlement]

THE AFFILIATE TE ARAWA IWI/HAPU DEED OF SETTLEMENT
SCHEDULE 1: CULTURAL REDRESS - RELATIONSHIPS

PART 1: PROTOCOLS – TAONGA TUTURU PROTOCOL

4 Enforcement of Protocol

Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses 9.7.5 and 9.7.7 of the Deed of Settlement]