

NGAI TAI

and

[*Governance entity*]

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

Initialling version for presentation to Ngai Tai

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**1. STATEMENTS OF ASSOCIATION (STATUTORY
ACKNOWLEDGMENT)**

Wainui te Awa

Te Pukeiahunoa is the place where the Tainui waka first came ashore in the Ngai Tai rohe. It was here that Tōrerenuiārua disembarked, before the waka continued its journey. Her father, Hoturoa, gifted her a section of the stern of the waka to place in the ground as a marker, a physical connection to the land and a symbolic tie to the waka. Her mother, Whakaotirangi, gifted her kūmara and taro, precious taonga to sustain her and future generations. As the Tainui waka departed the bay, Tōrerenuiārua turned inland, following the river known as Wainui to its source.

Wainui te Awa gently emerges from the slopes of Te Ūpoko o Kohu and gathers at its base. Here, many streams from all directions, each carrying their own names, histories, and stories come together as one, forming the Wainui, the wai nui. Beneath the whenua, the aquifers of Te Puna i Ōrini and Te Waimātao continue to flow, feeding and sustaining the waters of the Wainui. Within these hidden waterways moves the kaitiaki, Te Pōngārara. The movement of this kaitiaki through the whenua is reflected in the shaking of the land, which are recognised as earthquakes.

The Wainui continues its journey through Tōrere Rock and Manaakiao the nīkau tree, enduring symbols of Tōrerenuiārua and Manaakiao. Together, these places hold the whakapapa, stories, and mauri of the awa, connecting the people, the whenua, and the waters across generations.

Wai Tii te Awa

Wai Tii te Awa is the stream formed from the tii plant from ancient times, where rain would gather and drip from its leaves, creating the flow of the stream. It reflects the natural connection between the plant and the waterways, showing how the tii plant helped sustain the flow of life across the whenua.

Many Ngai Tai whānau lived in close proximity to this awa, which was a vital source of nourishment, connection, and wellbeing. The waterway provided fresh water and food, including being one of the main awa in Tōrere where 'kanakana' (lamprey) were found. It was an awa with an unceasing flow, providing an unparalleled environment for traditional kai practices. Through shared experiences, gathering kai, and spending time together, the awa strengthened whānau relationships and offered a place of peace, reflection, and spiritual connection.

Many streams from all directions, each carrying their own names, histories, and stories, come together to form this awa. More than just a waterway, for Ngai Tai the awa carries the mauri of the whenua, strengthening the enduring relationship between people, their ancestors, and the natural world across generations.

Ōnewa

Ōnewa is a highly valued taonga to Ngai Tai. For centuries, and continuing today, it has been used to create tools, including those associated with Tūmatauenga (the Atua of war), as well as other treasured items. Ōnewa comes in a range of colours, from lighter shades of grey through to deep, darker grey tones, and it can be found throughout the wider rohe.

2. STATEMENT OF ASSOCIATION (COASTAL AREA)

Coastal marine area

Ngai Tai iwi hold unbroken, inalienable, and enduring mana as kaitiaki in relation to their rohe moana.

Ngai Tai are people of the land and sea, *“Mai te whenua ki te rangi, mai te rangi ki te whenua.”* (*“From the earth to the heavens, from the heavens to the earth.”*) For Ngai Tai, their relationship with the moana is grounded in whakapapa, is intrinsic to their identity, and is sacred.

For Ngai Tai the moana is not simply the waters that surround us; it is a living taonga, the heartbeat of the people, and the source of cultural, spiritual, and physical wellbeing. As mahinga kai, it has sustained generations, shaped identity, and remains inseparable from whakapapa, responsibilities, and the Ngai Tai way of life.

For generations, Ngai Tai have exercised tikanga and kawa to guide the sustainable management and protection of the rohe moana, including the use of rāhui. Through generations of observation, experience, and whakapapa, Ngai Tai have inherited a rich mātauranga of the moana that continues to guide their relationship with it. This knowledge teaches us to live in harmony with the rhythms of the sea, recognising that the foreshore and seabed, the waters, and all living things within them are inseparable parts of a living whole. Ngai Tai are committed to protecting this balance, so that the mauri of their rohe moana may endure for present and future generations.

For Ngai Tai, the exercise of mana, tikanga, and kawa within their rohe moana is both an inherited right and an enduring responsibility. This includes exercising influence over activities undertaken within, or affecting, the rohe moana to ensure they uphold the health, integrity, and mauri of the moana.

For Ngai Tai, through the continued practice of tikanga and customary traditions, the moana continues to sustain the oranga whānui of the people, providing for the wellbeing, livelihood, and future of the whānau, just as it has for the generations before us.

3. PROTOCOLS

3.1 PRIMARY INDUSTRIES PROTOCOL

Ministry for Primary Industries
Manatū Ahu Matua



THE PRIMARY INDUSTRIES PROTOCOL WITH *Ngai Tai*

Issued by

**the Minister of Agriculture, Minister for Biosecurity,
Minister for Oceans and Fisheries, Minister for Food
Safety and Minister of Forestry**

TE KAWENGA O MANATŪ AHU MATUA MŌ NGAI TAI

He mea whakaputa nā

**Te Minita Take Ahuwhenua, Minita mō te
Whakahaumarū Koiora, Minita mō ngā Moana me ngā
Tauranga Ika, Minita Haumarutanga Kai, me te Minita
Take Ngahere**

WĀHANGA TUATAHI – TE HONONGA | PART ONE – RELATIONSHIP**KAUPAPA WHAKATAKI | PURPOSE**

1. The purpose of this Primary Industries Protocol (“**Te Kawenga o Manatū Ahu Matua**”) is to set out how *Ngai Tai*, the Minister of Agriculture, the Minister for Biosecurity, the Minister for Oceans and Fisheries, the Minister for Food Safety and the Minister of Forestry (the “**Ministers**”) and the Director-General of the Ministry for Primary Industries (the “**Director-General**”) will establish and maintain a positive, co-operative, and enduring relationship.
2. The Ministers and the Director-General have certain functions, powers and duties in terms of the legislation that they are responsible for administering, with the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both *Ngāi Tai* and the Ministry. The Protocol sets out how the Ministers, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol.

TE HOROPAKI | CONTEXT

3. Te Kawenga o Manatū Ahu Matua must be read in a manner that best furthers the purpose of the *Ngai Tai* Deed of Settlement (the “**Deed of Settlement**”).
4. Te Kawenga o Manatū Ahu Matua is a living document that should be updated to take account of the relationship between the parties, future developments and additional relationship opportunities.

NGĀ POU ARATAKI O TE KAWENGA | PRINCIPLES UNDERLYING THE PROTOCOL

5. The Ministry and Ngāi Tai are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi, which provides the basis for the relationship between the parties to Te Kawenga O Manatū Ahu Matua. The relationship created by Te Kawenga o Manatū Ahu Matua is intended to assist the parties to exercise their respective responsibilities with the utmost co-operation to achieve over time the outcomes sought by both.
6. The parties recognise that to successfully implement Te Kawenga o Manatū Ahu Matua, the parties will need to work in partnership and in the spirit of collaboration.
7. The parties also acknowledge the principles below and their importance to successfully achieve the purpose of Te Kawenga o Manatū Ahu Matua. These relationship principles provide that the Ministry and the [governance entity] will:
 - a. work in a spirit of co-operation;
 - b. ensure early engagement on issues of known mutual interest;
 - c. operate on a ‘no surprises’ approach;
 - d. acknowledge that the relationship is evolving, not prescribed;

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3.1: PRIMARY INDUSTRIES PROTOCOL

- e. respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - f. recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.
8. In accordance with Te Kawenga o Manatū Ahu Matua, the Governance Entity will have the opportunity for input into the policy, planning and delivery processes relating to matters set out in Te Kawenga o Manatū Ahu Matua.
9. The Ministry will advise the Governance Entity whenever it proposes to consult with a whānau of *Ngai Tai* or with another iwi with interests inside the Protocol Area on matters that could affect the interests of *Ngai Tai*.

WĀHANGA TUARUA – TE KŌRAHI ME TE WHAKAMĀRAMATANGA |PART TWO - SCOPE AND INTERPRETATION

TE KŌRAHI (SCOPE)

10. Te Kawenga o Manatū Ahu Matua applies to the agriculture (agriculture includes animal welfare and horticulture), forestry, fisheries (fisheries includes aquaculture), biosecurity and food safety portfolios administered by the Ministry for Primary Industries (the “**Ministry**”).
11. Te Kawenga o Manatū Ahu Matua does not cover processes regarding the Treaty settlement processes established for assets held by the Ministry’s Crown Forestry unit, or the allocation of aquaculture space under the Māori Commercial Aquaculture Claims Settlement Act 2004. Such processes related to aquaculture shall be engaged with under the Settlement instrument known as [the Bay of Plenty Regional Agreement] outside of this Protocol.
12. The Ministry is required to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
13. Te Kawenga o Manatū Ahu Matua applies to the area as noted and described in the attached map (Appendix A).

HE WHAKAMĀRAMATANGA (DEFINITIONS AND INTERPRETATION)

14. In the Protocol (Te Kawenga o Manatū Ahu Matua):
- a. “**Protocol**” or “**Te Kawenga o Manatū Ahu Matua** ” means a statement in writing, issued by the Crown through the Ministers to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;
 - b. “**Protocol Area**” means the area identified in the map included in Attachment A of this Protocol together with adjacent waters.
 - c. “**Crown**” means The Sovereign in right of New Zealand and includes, where appropriate, the Ministers and Departments of the Crown that are involved in, or bound by, the terms of the Deed to participate in any aspect of the redress under the Deed;

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3.1: PRIMARY INDUSTRIES PROTOCOL

- d. **“Fisheries Legislation”** means the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1983 and the Fisheries Act 1996, and any regulations made under the Fisheries Act 1983 and the Fisheries Act 1996;
- e. **“Governance Entity”** means the body representative of *Ngai Tai* who have an interest in the matters covered under this Protocol either through the status of *Ngai Tai* as tangata whenua within Te Kawenga o Manatū Ahu Matua Area or owing to the particular associations and/or interests of *Ngai Tai* within Te Kawenga o Manatū Ahu Matua Area.
- f. **“Parties”** means *Ngai Tai*, the Minister of Agriculture, the Minister for Biosecurity, the Minister for Oceans and Fisheries, the Minister for Food Safety, the Minister of Forestry (acting on behalf of the Crown), and the Director-General of the Ministry for Primary Industries (acting on behalf of the Ministry for Primary Industries).

NGĀ TIKANGA WHAKAPUTA (TERMS OF ISSUE)

- 15. Te Kawenga o Manatū Ahu Matua is issued pursuant to section xx of the *Ngai Tai* Claims Settlement Act [year] (the **“Settlement Legislation”**) and clause xx of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 16. The Protocol must be read subject to the terms of issue set out in Attachment B.

WĀHANGA TUATORU - PART THREE – STRATEGIC PARTNERSHIPS

TE TUHANA KŌRERO ME TE MAHITAHITANGA (INFORMATION SHARING AND COLLABORATION)

- 17. The Governance Entity and the Ministry will use reasonable endeavours to share relevant information of mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and the general law.
- 18. For the purpose of carrying out its function, the Governance Entity may make a reasonable request of the Ministry to:
 - a. provide information or advice to the Governance Entity requested by the Governance Entity, but only on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity; and/or
 - b. provide a Ministry representative to attend a meeting with the Governance Entity.
- 19. In respect of the above requests for information or advice:
 - a. where reasonably practicable, the Ministry will provide the information or advice; and
 - b. in deciding whether it is reasonably practicable to provide the information or advice, the Ministry will have regard to any relevant consideration, including:

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- i) whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
 - ii) whether making the information available would contravene the provisions of an enactment; and
 - iii) the time and cost involved in researching, collating and providing the information or advice; and
 - iv) whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
20. In respect of requests for the Ministry to attend a meeting with the Governance Entity:
- a. only where reasonably practicable, the Ministry will comply with the request;
 - b. the Ministry will determine the appropriate representative to attend any meeting; and
 - c. in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
 - i) the number and frequency of such requests the management agency has received from the Governance Entity;
 - ii) the time and place of the meeting and the adequacy of notice given; and
 - iii) the time and cost involved in complying with the request.

TE MAHERE WHAI MAHI NGĀTAHI | JOINT WORK PROGRAMMES

21. If agreed to by both parties, the Ministry and the Governance Entity, will work together to develop and implement joint work programmes on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity.
22. The work programme/s must be beneficial to both parties, must align with the parties' objectives and priorities relating to the primary sector, and be based on agreed-to terms of delivery.

WHAKARATO RATONGA, RANGAHAU HOKI: AHUWHENUA, NGAHEREHERE, HAUMARU KAI, WHAKAMARU KOIORA | PROVISION OF SERVICE AND RESEARCH RELATING TO AGRICULTURE, FORESTRY, FOOD SAFETY AND BIOSECURITY

23. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
24. Where the Ministry undertakes or contracts for services or research relating to agriculture (agriculture includes animal welfare and horticulture), forestry, food safety or

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biosecurity, and where the Ministry considers it to have a direct impact on Te Kawenga o Manatū Ahu Matua area, the Ministry will:

- a. notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for, and delivery of, services or research, as appropriate;
 - b. where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
 - c. advise the Governance Entity of the provider it has chosen;
 - d. require any research provider to engage with the Governance Entity; and
 - e. provide the Governance Entity with the results of that research, as appropriate.
25. Where the Governance Entity undertakes non-proprietary and or non-exclusive research relating to agriculture (agriculture includes animal welfare and horticulture), forestry, food safety or biosecurity, and where in any joint work plan and/or programme the Ministry has declared to the Governance Entity an interest, the Governance Entity will:
- a. notify the Ministry of its intention to do so and provide the Ministry with an opportunity to be involved in feeding into the research, as appropriate; and
 - b. provide the Ministry with the results of that research, as appropriate.

CONSULTATION

26. Where the Ministry is required to consult in relation to the Protocol, the principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- a. ensuring that the Governance Entity is 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;
 - b. providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - c. ensuring that sufficient time is given for the participation of the Governance Entity in the decision-making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;
 - d. ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation; and

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- e. where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

WĀHANGA TUAWHĀ - TE WHAITUA O TANGAROA | PART FOUR – FISHERIES

27. The Minister for Oceans and Fisheries and the Director-General of the Ministry have certain functions, powers and duties in terms of the Fisheries and Māori Commercial Aquaculture Legislation, with the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both *Ngai Tai* and the Ministry.
28. Te Kawenga o Manatū Ahu Matua sets out how the Minister for Oceans and Fisheries, the Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in Te Kawenga o Manatū Ahu Matua. In accordance with Te Kawenga o Manatū Ahu Matua, the Governance Entity will have the opportunity for input into the policy, planning and regulatory processes relating to matters set out in Te Kawenga o Manatū Ahu Matua.

INPUT INTO AND PARTICIPATION INTO THE MINISTRY'S PLANS RELATING TO FISHERIES

29. The Ministry may, from time to time, make plans relating to fisheries or fishing areas that identify goals and outcomes for management. The plans may identify the measures (which may include catch limits, research, planning and compliance services) required to achieve these goals and outcomes.
30. *Ngai Tai* is entitled to input into and participate in the development of any such Plans where they are being developed and may affect the Fisheries Protocol Area.
31. If the Ministry is developing or implementing such Plans, the Ministry must:
 - a. inform the Governance Entity, in writing, of any proposed Plan;
 - b. provide the Governance Entity with all reasonably available background information in relation to the development or implementation of the relevant Plans;
 - c. provide the Governance Entity reasonable time in which to respond, verbally or in writing, to any such proposed Plan;
 - d. as far as reasonably practicable, meet with the Governance Entity to discuss any proposed Plans, if requested by the Governance Entity to do so;
 - e. incorporate the views of the Governance Entity into any advice given to the Minister on proposed Plans and provide a copy of that advice to the Governance Entity.
32. The Ministry will provide for the input and participation of *Ngai Tai*, into fisheries plans through iwi forum fisheries plans. Iwi forum fisheries plans allow the Ministry to engage and involve iwi in fisheries management activities and fisheries planning.

IWI FORUM FISHERIES PLANS

33. The iwi of *Ngai Tai* will have input into the relevant forum fisheries plan. The plan will incorporate:

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3.1: PRIMARY INDUSTRIES PROTOCOL

- a. the objectives of *Ngai Tai* for the management of their customary, commercial, recreational, and environmental interests;
 - b. views of *Ngai Tai* on what constitutes the exercise of kaitiakitanga within Te Kawenga o Manatū Ahu Matua Area;
 - c. how *Ngai Tai* will participate in fisheries planning and management; and
 - d. how the customary, commercial, and recreational fishing interests of forum members will be managed in an integrated way.
34. The iwi of *Ngai Tai* will have the opportunity to jointly develop an iwi fisheries plan that will inform the content of the relevant forum fisheries plan.
35. Any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have particular regard to forum plans interpretation of kaitiakitanga (see section 12(1)(b) of the Fisheries Act 1996).

TE WHAKAHAERETANGA O NGĀ MEA ĀPURE IKA | MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

36. The Ministry, with available resources, undertakes to provide the Governance Entity 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, but is not limited to:
- a. discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within Te Kawenga o Manatū Ahu Matua Area; and
 - b. making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within Te Kawenga o Manatū Ahu Matua Area.

RĀHUI

37. The Ministry recognises that rāhui is a traditional use and management practice of *Ngai Tai* and supports their rights to place traditional rāhui over their customary fisheries.
38. The Ministry and the Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by *Ngai Tai* over their customary fisheries, and also the reasons for the rāhui.
39. The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by *Ngai Tai* over their customary fisheries, in a manner consistent with the understandings outlined in clause 49 of this Protocol.
40. As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by *Ngai Tai* over their customary fisheries for purposes consistent with the legislative requirements for

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3.1: PRIMARY INDUSTRIES PROTOCOL

the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

WHIWHI TAUTOKO | PROVISION OF FISHERIES SERVICES AND RESEARCH

41. Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
42. Ngai Tai input and participation into Ministry fisheries services and research will occur through Ngai Tai input and participation into the Ministry's plans relating to fisheries.
43. Where the Ministry undertakes research or contracts for fisheries services, and where the Ministry considers it to have a direct impact on the Protocol area, the Ministry will:
 - a. notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for, and delivery of, services or research, as appropriate;
 - b. require any research provider to engage with the Governance Entity; and
 - c. provide the Governance Entity with the results of that research, as appropriate.
44. Where the Governance Entity undertakes non-proprietary and or non-exclusive research relating to fisheries, and where in any joint work plan and/or programme the Ministry has declared to the Governance Entity an interest, the Governance Entity will:
 - a. notify the Ministry of its intention to do so and provide the Ministry with an opportunity to be involved in feeding into the research, as appropriate; and
 - b. provide the Ministry with the results of that research, as appropriate.

PART FIVE – IMPLEMENTATION

MAINTAINING THE RELATIONSHIP

45. Each party will identify a senior representative to oversee the implementation of Te Kawenga o Manatū Ahu Matua. The senior representatives will be the key point of contact for any matters relating to Te Kawenga o Manatū Ahu Matua and will be responsible for ensuring the outcomes and deliverables of Te Kawenga o Manatū Ahu Matua are monitored and achieved.
46. Where elements of Te Kawenga o Manatū Ahu Matua may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outcomes of Te Kawenga o Manatū Ahu Matua.
47. Representatives of the parties will meet as required, and as agreed to by both parties.

NGĀ ĀRETANGA | LIMITATIONS

48. Nothing in Te Kawenga o Manatū Ahu Matua:

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3.1: PRIMARY INDUSTRIES PROTOCOL

- a. impinges on the rangatiratanga and mana of Ngai Tai who are represented by [governance entity], or other iwi/hapū in their relationships with the Ministers, the Director-General and or the Ministry; or
- b. requires the governance entity to take any action that, if taken, would or could cause it to be in breach of its functions, role and responsibilities; or
- c. limits or prevents the governance entity from taking any action that, if not taken, in whole or in part, would or could cause it to be in breach of its functions, roles and responsibilities; or.
- d. requires the Ministry to take any action that, if taken, would or could cause it to be in breach of its statutory functions, role and responsibilities; or
- e. limits or prevents the Ministry from taking any action that, if not taken, in whole or in part, would or could cause it to be in breach of its statutory functions, roles and responsibilities.

TE WHAKARITE WHANONGA | ESCALATION OF MATTERS

- 49. If one party considers that there has been a breach of Te Kawenga o Manatū Ahu Matua then that party may give notice to the other that they are in dispute.
- 50. As soon as possible, upon receipt of the notice referred to in clause 49, the Ministry and the Governance Entity representative(s) will meet to work in good faith to resolve the issue.
- 51. If the dispute has not been resolved within 45 working days despite the process outlined in *clause 50* having been followed, the Ministry and Governance Entity may seek to resolve the dispute by either; raising the matter to a Ministerial-Rangatira level, or by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

TE WHAKARAUORA ME TE WHAKATIKA | REVIEW AND AMENDMENT

- 52. The parties agree that this Protocol is a living document which should be updated and adapted to take account of any future developments and relationship opportunities.
- 53. The parties may only vary this or terminate this Protocol by agreement in writing.

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3.1: PRIMARY INDUSTRIES PROTOCOL

ISSUED on

NB: Signature block to be reviewed and set out according to Ministers/portfolios at time of issuing

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister of Agriculture, Minister of Forestry

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of **THE SOVEREIGN** in right of New Zealand by the Minister for Food Safety, Minister for Biosecurity

WITNESS

Name:

Occupation:

Address:

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

WITNESS

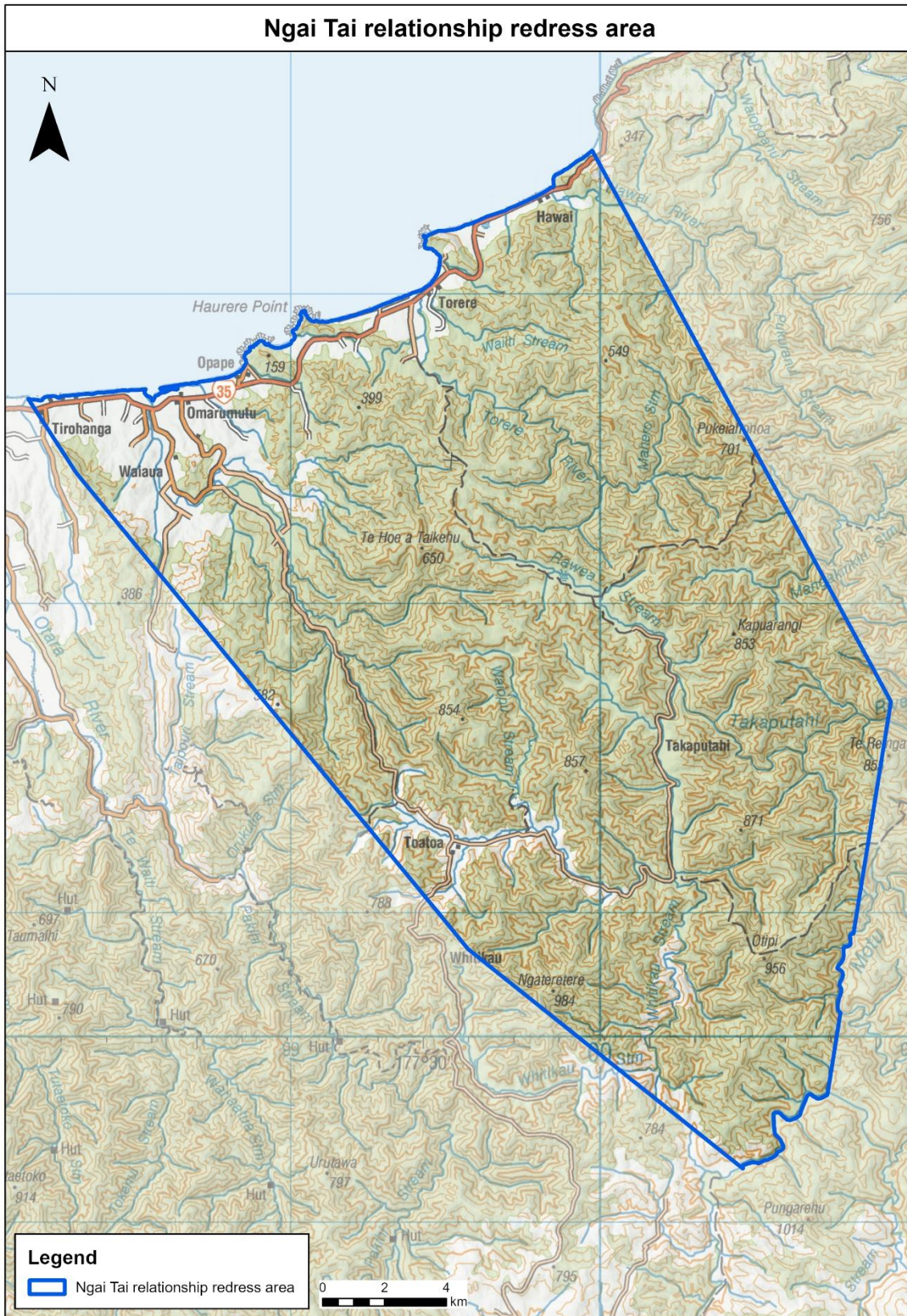
Name:

Occupation:

Address:

3.1: PRIMARY INDUSTRIES PROTOCOL

ATTACHMENT A: PROTOCOL AREA



ATTACHMENT B: SUMMARY OF TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Ministers may amend or cancel this Protocol, but only after consulting with the Governance Entity and having particular regard to its views (section 23(4) of the Settlement Legislation).

2. Noting

- 2.1 A summary of the terms of this Protocol must be noted in the fisheries plans affecting Te Kawenga o Manatū Ahu Matua Area, but the noting –

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (section 27 (2) (b) of the Settlement Legislation).

3. Limits

- 3.1 This Protocol does not –

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including -

- (a) introducing legislation; or
- (b) changing government policy; or
- (c) issuing a protocol to, or interacting or consulting with, anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section 24(a)(ii) of the Settlement Legislation); or

3.1.2 restrict the responsibilities of the Ministers or the Ministry or the legal rights of *Ngai Tai* (section 24 (b),(c)); or

3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, assets or property rights (including in relation to fish, aquatic life, or seaweed) under -

- (a) the Fisheries Act 1996; or
- (b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
- (c) the Māori Commercial Aquaculture Claims Settlement Act 2004; or
- (d) the Māori Fisheries Act 2004 (section 27(3) of the Settlement Legislation).

4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 25 (2)(3) of the Settlement Legislation).

- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (5.7).

3.2 CROWN MINERALS PROTOCOL

TE ANGA TUKANGA KOHUKE – CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR RESOURCES REGARDING CONSULTATION WITH NGAI TAI BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between the trustees of the [governance entity name] (the “**governance entity**”) as the responsible body for Ngai Tai and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister for Resources (the “**Minister**”) would issue a Protocol (“**Te Anga Tukanga Kohuke – Crown Minerals Protocol**”) setting out how the Ministry of Business, Innovation and Employment Hīkina Whakatutuki (the “**Ministry**”) will consult with Ngai Tai on matters specified in the Protocol.
- 1.2 Both the Ministry and Ngai Tai are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the “**Act**”) requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The rivers, beds, and coastlines within the Ngāi Tai *Relationship Redress Area* are rich with high-density, fine-grained Ōnewa (greywacke/basalt). Ōnewa is a stone gravel and highly valued taonga kōhatu of Ngai Tai. It is used by Ngai Tai to:
 - a create tools, including those associated with Tūmatauenga (the Atua of war), as well as other treasured items.
 - b Ngai Tai Ōnewa comes in a range of colours, from lighter shades of grey through to deep, darker grey tones, with certain types exclusively to be found only within our *Relationship Redress Area*.
 - c In particular, Tōrere ōnewa is nationally famous among carvers for its density and striking dark grey-to-black polished finish. As taonga, Ngai Tai are particularly associated with Patu Ōnewa; Traditional heavy hand clubs, Whao Ōnewa; whakairo carving tool.
 - d Tōrere ōnewā is particularly durable and has been used as the backbone of nineteenth century roading infrastructure due to its exceptional density, crushing strength, and regional accessibility.
- 1.5 Ngai Tai are tangata whenua and kaitiaki of the Protocol Area (attached at Attachment A) and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

- 1.6 The following foundational narratives and values guide Ngai Tai's engagement with the Minister and the Ministry in the Protocol Area:
- a Ngā Pou (Foundations):
 - i Tika (Assertive, Accountable and Diligent);
 - ii Pono (Clear, Transparent and Honest);
 - iii Aroha (Respectful and Caring); and
 - iv Manaakitanga (Strength of Manaakiao).
 - b Ngā Ūara (Values):
 - i Matua te mana: Exercising absolute care, reverence, and respect, ensuring that consultations and decisions under Te Anga Tukanga Kohuke – Crown Minerals Protocol are mana-enhancing and mana-responsible;
 - ii Matua te tapu: Recognizing the absolute potential, spirituality, and sacredness of the environment, ensuring that the laws of tapu and noa inform how the taiao (land, water, air) is treated during mineral management;
 - iii Matua te toa: Engaging in brave conversations and seeking creative solutions for sustainable resource outcomes; and
 - iv Matua te rauhi: Demonstrating the absolute humility of service and contribution, minimising status differences, and genuinely listening to input.

2 OVERVIEW OF TE ANGA TUKANGA KOHUKU – CROWN MINERALS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Ngai Tai and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, Te Anga Tukanga Kohuke – Crown Minerals Protocol sets out how the Ministry will exercise the functions, powers, and duties of the Minister that have been delegated to it in relation to the matters set out in Te Anga Tukanga Kohuke – Crown Minerals Protocol.
- 2.2 The governance entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in Te Anga Tukanga Kohuke – Crown Minerals Protocol as set out in the Act and the relevant minerals programmes issued under the Act, as further described in clause 5.

3 PROTOCOL AREA

- 3.1 Te Anga Tukanga Kohuke – Crown Minerals Protocol applies to the area shown on the map in Attachment A and does not go beyond the sovereign territory of New Zealand.

4 TERMS OF ISSUE

- 4.1 Te Anga Tukanga Kohuke – Crown Minerals Protocol is issued pursuant to section [] of [] (the “**Settlement Legislation**”) that implements clause [] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 Te Anga Tukanga Kohuke – Crown Minerals Protocol must be read subject to the terms of issue set out in Attachment B

5 CONSULTATION

- 5.1 The Minister will ensure that the governance entity is consulted by the Ministry:

New minerals programmes

- (a) on the preparation of a draft minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

- (b) on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with Ngai Tai on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

- (c) when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(c);

Amendments to petroleum permits

- (d) when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

- (e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which

consultation has already taken place under clause 5.1(f) or where the application relates to newly available acreage;

Newly available acreage

- (g) when the Chief Executive proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

- (h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the governance entity and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

5.3 The Crown has an obligation under the Act to consult with other parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with the governance entity in accordance with Te Anga Tukanga Kohuke – Crown Minerals Protocol if matters described in clause 5.1 of Te Anga Tukanga Kohuke – Crown Minerals Protocol may affect the interests of Ngai Tai.

5.4 For the purposes of clause 5.1 and 5.3, the Ministry will in each case:

- (a) ensure that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
- (b) provide the governance entity with sufficient information to make informed decisions and submissions;
- (c) ensure sufficient time is given for the participation of the governance entity in the decision making process and to enable it to prepare its submissions; and
- (d) approach the consultation with the governance entity with an open mind, and genuinely consider the submissions of Ngai Tai.

6 DEFINITIONS

6.1 In this Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

Chief Executive means the Chief Executive of the Ministry of Business, Innovation and Employment;

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;

Crown owned minerals means any mineral that is the property of the Crown;

Deed of Settlement means the Deed of Settlement dated [] between the Crown and Ngai Tai;

mineral means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Resources (or any other Minister who has portfolio responsibility for Crown owned minerals);

Ministry means the Ministry of Business, Innovation and Employment – Hīkina Whakatutuki;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2025;

petroleum means—

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—

and, except as set out in sections 10 and 11 of the Act, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes; and

Protocol means a statement in writing, issued by the Crown through the Minister to Ngai Tai under the Settlement Legislation and the Deed of Settlement and includes this Protocol named Te Anga Tukanga Kohuke – Crown Minerals Protocol.

DOCUMENTS

3.2: CROWN MINERALS PROTOCOL

ISSUED ON []

SIGNED for and on behalf of)

THE SOVEREIGN in right of New Zealand by the Minister for Resources)

Signature

Print name)

[Position]

Wherefor in witness to the attestation of the signatory of)

the Minister for Resources on behalf of THE SOVEREIGN in right of New Zealand, to Clause 15.1)

I Sign and Affix my name)

Declared at _____ this _____ day of _____ 20____

(City, town, or suburb)

(Day)

(Month)

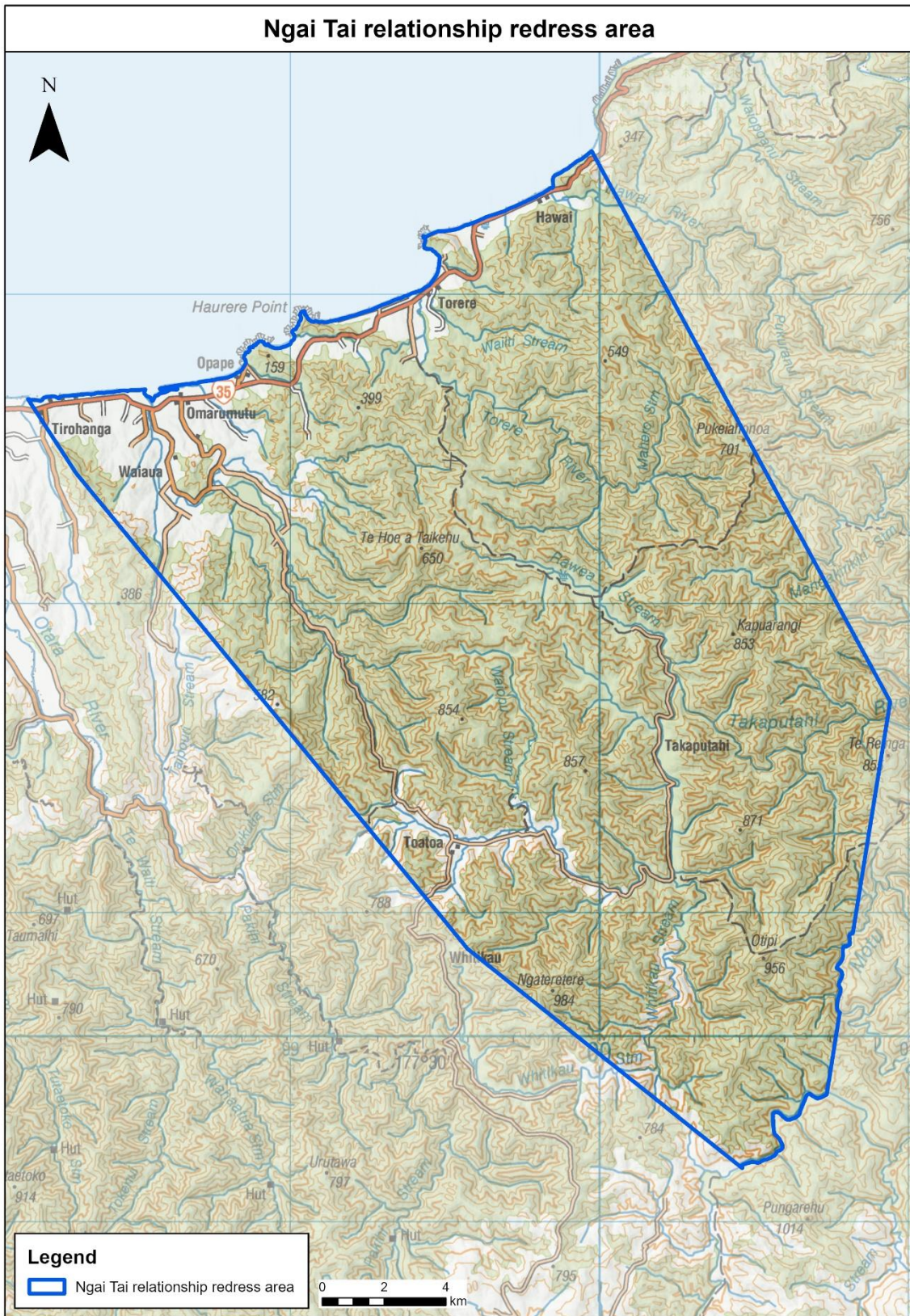
Before me:

(Signature of official witness)

(Printed name of official witness))

(Qualification of official witness

ATTACHMENT A
PROTOCOL AREA MAP



**ATTACHMENT B:
SUMMARY OF THE TERMS OF ISSUE**

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

- 1.1 The Minister or the governance entity may cancel this Protocol after having given the other party 3 months' notice in writing of their intention to do so.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and the governance entity.

2. Noting

- 2.1 This Protocol must be:
 - 2.1.1 added to a register of protocols maintained by the Chief Executive;
 - 2.1.2 published on a website maintained by the Ministry;

Addition to the register:

- 2.1.3 is for the purpose of public notice only; and
- 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section []).

3. Limits

- 3.1 To avoid doubt, this Protocol does not and is not intended to -
 - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
 - (a) introducing legislation; or
 - (b) changing government policy; or
 - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section []); or
 - 3.1.2 restrict, limit or qualify the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of [] or the governance entity (section []); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section []); or
 - 3.1.4 affect any rights or interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section []).

3.2: CROWN MINERALS PROTOCOL

3.2 In this Terms of Issue, “**governance entity**” has the same meaning as it has in the Deed of Settlement.

4. Breach

4.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section []).

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause []).

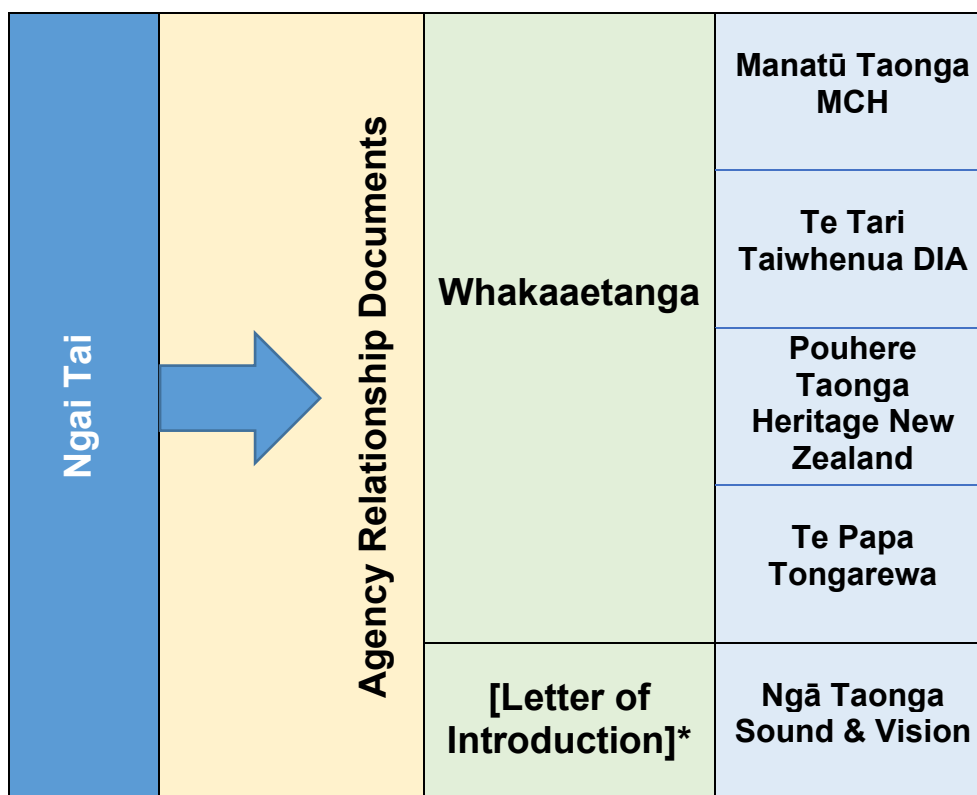
4. WHAKAAETANGA TIAKI TAONGA

Whakaaetanga Tiaki Taonga

Relationship Agreement between the
Culture and Heritage agencies and
Ngai Tai

DATE: [TBC]

Whakaaetanga Tiaki Taonga - Overarching Relationship Agreement



***An agreement outside of Treaty settlement process.**

This diagram explains the way we give effect to the relationship between Iwi and the respective agencies. Some Culture and Heritage agencies come under this document, the Whakaaetanga Tiaki Taonga, and some have their own agreement. The constant is the relationship approach which is that agencies will work collaboratively to support iwi and their taonga aspirations.

Ngā Taonga Sound & Vision (Ngā Taonga) participates in the collective agency Te Ara Taonga approach, including meetings with other cultural agencies and with Iwi. Due to its status as a charitable trust, Ngā Taonga is not a Whakaaetanga signatory. The Letter of Introduction is a formal invitation from the Crown to Ngā Taonga to develop, with Ngai Tai, a relationship similar to the Whakaaetanga, based on a mutually agreed set of principles which underpins the way we work together.

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Whakaaetanga Tiaki Taonga

The Parties

The Parties to this Whakaaetanga Tiaki Taonga (“Whakaaetanga”) are:

- [PSGE], as representative body of Ngai Tai;
- Manatū Taonga, Ministry for Culture and Heritage (“MCH”).
- Te Tari Taiwhenua, Department of Internal Affairs (“DIA”), the agency responsible for:
 - the National Library Te Puna Mātauranga o Aotearoa (“National Library”); and
 - Archives New Zealand Te Rua Mahara o Te Kāwanatanga (“Archives New Zealand”).
- The Museum of New Zealand Te Papa Tongarewa (“Te Papa”); and
- Heritage New Zealand Pouhere Taonga (“Pouhere Taonga”).

For the purposes of this Whakaaetanga the [PSGE] is the body representative of Ngai Tai who have an interest in the matters covered under this Whakaaetanga. This derives from the status of the [PSGE] as tangata whenua in the Iwi Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

For the purposes of this Whakaaetanga, MCH, DIA (as the agency responsible for the National Library and Archives New Zealand), Te Papa and Pouhere Taonga are referred to as the “Parties.”

A summary of the role and functions of each of the Parties is provided in the Appendices.

Introduction

Under the Deed of Settlement dated [X] between Ngai Tai and the Crown (the “Deed of Settlement”), the Parties agreed to the development of a:

1. Whakaaetanga between the Culture and Heritage Parties and the Governance Entity to facilitate:
 - 1.1. the care, management, access, use, development and revitalisation of Ngai Tai taonga; and
 - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Ngai Tai.
2. The Parties have entered into this Whakaaetanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
3. The Parties wish to record in this Whakaaetanga their common commitment relating to the care and management, use, development and revitalisation of, and access to, Ngai Tai taonga (whether held by Ngai Tai whānau or iwi, or Culture and Heritage Parties).
4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Ngai Tai.

5. The Parties acknowledge that these common commitments are intended to support and promote the vision of [PSGE].
6. Ngai Tai seek to whakapūmau i te mana motuhake o Ngai Tai through the restoration, protection, and intergenerational return of our taonga, mātauranga, and cultural authority. This vision is grounded in an enduring, Te Tiriti-led partnership with the Crown, built on genuine whanaungatanga, trust, and shared responsibility.
7. Central to this is a reset and rebalancing of relationships, particularly in how taonga and archaeological discoveries are managed on Ngai Tai whenua. Ngai Tai seek arrangements that recognise their role as mana whenua, uphold their rights to exercise kaitiakitanga over their lands and taonga, and replace transactional interactions with collaborative, mana-enhancing processes.
8. Ultimately, Ngai Tai aspire to work with the Crown through a reset, strategic, and honourable relationship that recognises all parties as Treaty partners that support meaningful collaboration at both leadership and operational levels. Ngai Tai seek clear, values-based relationships that strengthen trust, enable shared understanding, and create pathways for Ngai Tai to have an active voice in how taonga, whenua, and related systems are cared for and managed.

Purpose

9. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngai Tai taonga, whether held by whānau or the Parties.
10. Parties, who have responsibilities and accountabilities for taonga, recognise the following guidance in developing joint work plans with Ngai Tai:
 - 10.1. the significance of Ngai Tai taonga to the maintenance and development of culture and to enriching the cultural life of Aotearoa-New Zealand;
 - 10.2. that Ngai Tai taonga is held and looked after by whānau and iwi, and by the Culture and Heritage Parties to this Whakaaetanga;
 - 10.3. the cultural and spiritual authority in relation to Ngai Tai taonga;
 - 10.4. that active and meaningful engagement by the Parties with Ngai Tai in the care and management, use, development and revitalisation of, and access to, taonga is required as agreed in the joint work plans;
 - 10.5. that innovative and technological solutions are required to provide opportunities for the youthful population of Ngai Tai and the high percentage of that population who are living outside the traditional tribal rohe, to connect with their culture and identity; and
 - 10.6. the need for an enduring and collaborative relationship to be developed between [PSGE] and the Parties.
11. Pouhere Taonga recognises that the purpose of this Whakaaetanga will be discussed as part of the development of the work plans:

- 11.1. the significance that place-based taonga such as marae, wāhi tapu and wāhi tūpuna, ancestral footprints in archaeology, and others have for Iwi/Hapū and the cultural life of Aotearoa-New Zealand; to enriching the cultural life of Aotearoa-New Zealand;
- 11.2. that said place-based taonga are looked after by Ngai Tai whānau and iwi;
- 11.3. the cultural and spiritual authority of Ngai Tai in relation to said place-based taonga;
- 11.4. that active and meaningful engagement by the Pouhere Taonga with Ngai Tai in the identification, protection, preservation and conservation of their place-based taonga are required as agreed in the work plans; and
- 11.5. the need for an enduring and collaborative relationship to be developed between the [PSGE] and Pouhere Taonga.

Vision

12. The Parties recognise and respect the vision of [PSGE] which is for Ngai Tai to understand what taonga are currently held and cared for by the Parties, to have appropriate access to their taonga, and to progressively assume the role of kaitiaki over those taonga.
13. This vision includes a long-term aspiration for the repatriation of Ngai Tai taonga, including those held by institutions and collections domestically and internationally, to be held and cared for by Ngai Tai within their own rohe. Until that aspiration is realised, Ngai Tai look to explore shared kaitiakitanga while evolving services and models of care to safeguard taonga in their current contexts, while intentionally building the capability and capacity of Ngai Tai to receive, protect, and manage them in the future.
14. In support of this vision, Ngai Tai aspire to establish strategic, Te Tiriti-based relationships with the Culture and Heritage Parties that provide a meaningful Ngai Tai voice across taonga-related policy, advisory arrangements, and operational practices. Alongside this, Ngai Tai seek to grow their capability to care for taonga through pathways such as capability-building initiatives, internships, and skill transfer, enabling their people to progressively and sustainably care for their taonga as repatriation occurs over time.
15. This vision is intended to facilitate access to Ngai Tai taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Ngai Tai historical and cultural heritage.
16. The vision of [PSGE] is built upon the already existing relationships between Ngai Tai and the Culture and Heritage Parties. The Parties recognise the joint common role in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tūpuna and land-based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards this joint role.

Principles

17. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:
- 17.1. working consistently within the context of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
 - 17.2. working with a ‘no surprises’ approach;
 - 17.3. working in a spirit of co-operation;
 - 17.4. acknowledging that the relationship is flexible and evolving;
 - 17.5. respecting the independence of the Parties and their individual mandates, roles and responsibilities; and
 - 17.6. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
18. [PSGE] and the Parties have entered this Whakaaetanga in good faith and in the spirit of partnership. [PSGE] and the Parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

Effect

19. The requirements of the Whakaaetanga are aspirational and non-binding. The Parties acknowledge that while this Whakaaetanga is not intended to constitute a legally binding contract, that is enforceable in law between the Parties, the Parties are committed to working together in good faith in accordance with this Whakaaetanga.
20. Appendix B (*The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu*) of the Whakaaetanga is issued pursuant to section [28] of the [Ngai Tai Claims Settlement Act 2026] (“the Settlement Legislation”) that implements the Deed of Settlement and is legally enforceable under the Settlement Legislation.
21. For the avoidance of doubt, the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.
22. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.
23. [PSGE] acknowledges that all agreements and commitments contained in this Whakaaetanga are subject to legislative rights and obligations under which the respective Parties operate and the terms upon which specific taonga are held by each of the Parties.

Development of specific pieces of work

24. When requested by the [PSGE], each Party will confirm joint workplans (work plan) with [PSGE], in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:

- 24.1. provide the detail of the commitments agreed by [PSGE] and each respective Party;
 - 24.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 24.3. confirm the responsibilities for the various Parties in meeting the agreed commitments;
 - 24.4. identify a process for resolving any issues or disputes;
 - 24.5. identify key contact persons for the parties;
 - 24.6. provide for mutually agreed outcomes; and
 - 24.7. provide for the work plan to be reviewed at the annual meeting.
25. Final topics for the work plan will be mutually agreed by [PSGE] and each respective Party and will reflect the priorities, resources and the specific functions and duties of the Parties.
26. When developing work plans Parties may invite any other Party to be involved in discussions about the work plan. The Parties will engage with [PSGE] before issuing any such invitation.

Work Plan Topics Shared by all Parties

27. Potential topics for each of the respective Parties' work plans may include, but are not limited to:
- 27.1. Care and Management of Ngai Tai taonga held by Parties and of land-based Māori heritage structures and monuments:
 - a. to provide access, advice and guidance on taonga and cultural heritage issues;
 - b. to work collaboratively with [PSGE] as far as reasonably practicable, to develop and maintain inventories for Ngai Tai taonga;
 - c. to work collaboratively with [PSGE] to research Ngai Tai taonga;
 - d. to work with [PSGE] to develop metadata for Ngai Tai taonga;
 - e. to work collaboratively with [PSGE] on taonga care, management, and storage;
 - f. to develop mutually beneficial research projects that enhance the understanding of Ngai Tai taonga and culture; and
 - g. to work collaboratively with [PSGE] on the identification, preservation and protection of their land based Māori heritage, structures and monuments.
 - 27.2. Sharing knowledge and expertise associated with Ngai Tai cultural heritage to:
 - a. share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;

- b. share information on database use and research methodologies specific to, or that can be applied towards Ngai Tai taonga;
- c. work together on exhibition planning processes and related activities specific to Ngai Tai taonga;
- d. seek advice from [PSGE] regarding specific policy and tikanga guidance as it relates to Ngai Tai taonga; and
- e. share information on the preservation and protection of land-based Māori heritage, structures and monuments.

27.3. Opportunities for increased learning and capacity building relating to Ngai Tai taonga through:

- a. conservation and training in taonga and structure preservation;
- b. collection management systems;
- c. digitisation initiatives; and
- d. training and development, with possible internships.

27.4. Care and management of Ngai Tai taonga and cultural heritage under the control of the Iwi.

28. Final topics for the work plans will be mutually agreed by [PSGE] and each respective Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Whakaaetanga includes potential topics for work plans between [PSGE] and each of the Parties.

Ongoing Relationships

29. The Parties agree to meet (“hui of the Parties”) if requested by either Party, at a date to be mutually agreed.

30. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.

31. Each Party will meet its own cost of attending the hui of the Parties.

Communication

32. The Parties commit to:

- 32.1. maintain effective communication with one another on any concerns and issues arising from this Whakaaetanga and its implementation;
- 32.2. as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;

- 32.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Whakaaetanga and the practical tasks which flow from it;
 - 32.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Whakaaetanga and future amendments; and
 - 32.5. include a copy of this Whakaaetanga on the Parties' websites.
33. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Whakaaetanga shall be resolved after considering the [PSGE] vision and principles.

Changes to Policy and Legislation Affecting this Whakaaetanga

34. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with the [PSGE] on legislative and policy development or review which potentially affects Ngai Tai taonga and provides for opportunities for the [PSGE] to contribute to such developments.
35. If any of the Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Parties operate, and which impacts on the purpose of this Whakaaetanga, the Parties shall:
- 35.1. notify the [PSGE] of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
 - 35.2. make available to the [PSGE] the information provided to Māori as part of the consultation process referred to in this clause; and
 - 35.3. advise the [PSGE] of the final outcome of any such consultation.
36. Where the Parties are required to consult under this Whakaaetanga, the basic principles that will be followed in consulting with the [PSGE] in each case are:
- 36.1. ensuring that [PSGE] are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Party of the proposal or issues to be the subject of the consultation;
 - 36.2. providing [PSGE] with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;
 - 36.3. ensuring that sufficient time is given for the participation of [PSGE] in the decision-making process including the preparation of submissions by [PSGE] in relation to any of the matters that are the subject of the consultation;
 - 36.4. ensuring that the Party will approach the consultation with [PSGE] with an open mind, and will genuinely consider the submissions of [PSGE] Trustees in relation to any of the matters that are the subject of the consultation; and
 - 36.5. reporting back to [PSGE] Trustees, either in writing or in person, regarding any decisions made that relate to that consultation.

Dispute Resolution

37. In the event that the Parties cannot agree on the interpretation or implementation of this Whakaaetanga, or agree revised terms following a review of the Whakaaetanga, then a meeting will be convened between the [PSGE] and the Chief Executive of, or relevant Minister for, the Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board).
38. Any Party that makes a request for a meeting will give one-months' notice to the other parties.
39. Where the dispute has not been resolved within a reasonable period through a meeting under clause 37 then either Party may require the dispute to be referred to mediation as follows:
- 39.1. the Party requiring the dispute to be referred to mediation must provide written notice to the other Party or Parties.
- 39.2. the parties will seek to agree upon a mediator and, failing agreement within 15-working days of the date of the notice described in [clause 33.1] mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
- a. familiar with tikanga-based dispute resolution; and
 - b. independent of the dispute.
- 39.3. the Mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.
40. Where a Mediator is appointed through the process described in [clause 24], the costs of the mediation will be met jointly by the Parties.

Review Provision

41. This Whakaaetanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Parties that have the potential to affect the matters included in this Whakaaetanga. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered in the Whakaaetanga remain relevant and continue to capture the purpose of the Whakaaetanga.
42. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at clause 29 and may sign an amended Whakaaetanga that reflects the changes which will take effect upon signing.

Definitions

“the Area”	means the Ngai Tai Relationship Redress Area as defined at Appendix D
“Culture and Heritage parties”	has the same meaning given to it in “the Parties” section of this Whakaaetanga
“Deaccessioned”	means the permanent removal of an item from the collections of Te Papa
“Found”	has the same meaning as in section 2 of the <i>Protected Objects Act 1975</i>
“Inventories”	means list of information
“Whakaaetanga” Taonga	means this Whakaaetanga Tiaki
“National Library”	includes the Alexander Turnbull Library
“Settlement Date” Settlement.	has the same meaning as in the Deed of
“Taonga”	Taonga includes (but is not limited to) artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images, wāhi tapu, wāhi tapu areas, wāhi tūpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga.
“Tiaki Taonga”	means the care and management, use, development and revitalisation of, and access to, taonga; whether held by Iwi, whānau and Hapū or the Crown parties

DOCUMENTS

4: WHAKAAETANGA TIAKI TAONGA

[Issued on []]

Signing parties

(Name)
Chief Executive
[PSGE]
Date:

WITNESS

Name:
Occupation:
Address:

Paul James
Chief Executive
Te Tari Taiwhenua, Department of Internal Affairs
Date:

WITNESS

Name:
Occupation:
Address:

Leauanae Lulu Mac Leauanae
Tumu Whakarae, Chief Executive
Manatū Taonga, Ministry for Culture and Heritage
Date:

WITNESS

Name:
Occupation:
Address:

Courtney Johnston
Tumu Whakarae, Chief Executive
Te Papa Tongarewa, Museum of New Zealand
Date:

WITNESS

Name:
Occupation:
Address:

Dr Arapata Hakiwai
Kaihautū
Te Papa Tongarewa, Museum of New Zealand
Date:

WITNESS

Name:
Occupation:
Address:

Dean Whiting
Chief Executive
Pouhere Taonga, Heritage New Zealand
Date:

WITNESS

Name:
Occupation:
Address:

Appendix A: Work Plan Topics Specific to Culture and Heritage Parties

Potential topics for Culture and Heritage Parties' respective work plan may include, but are not limited to, the topics identified below.

Te Tari Taiwhenua Department of Internal Affairs

National Library Te Puna Mātauranga o Aotearoa

1. Collaborative Care and Management of Taonga:
 - a) to work with [PSGE] to develop processes to record what material relating to Ngai Tai taonga is being accessed from the collections;
 - b) to work with [PSGE] to develop protocols concerning use of and access to material relating to Ngai Tai taonga;
 - c) to work with [PSGE] to develop exhibition opportunities relating to Ngai Tai Settlement taonga; and
 - d) to provide [PSGE] the opportunity to share their mātauranga regarding key activities and events at National Library.
2. Sharing knowledge and expertise associated with Ngai Tai taonga:
 - a) to share knowledge and expertise on Ngai Tai taonga held in Aotearoa-New Zealand and overseas; and
 - b) to broker relationships with Aotearoa-New Zealand and international libraries and heritage organisations.

Archives New Zealand Te Rua Mahara o Te Kāwanatanga

3. Collaborative Care and Management of Taonga:
 - a) to work with [PSGE] to develop processes to record what material relating Ngai Tai taonga is being accessed from the collections;
 - b) to work with [PSGE] to develop protocols concerning use of and access to materials relating to Ngai Tai taonga;
 - c) The Chief Archivist will facilitate, where possible, the engagement of public offices with Ngai Tai to identify and arrange for the discharge of any taonga records relevant to the Iwi which are scheduled for disposal and are not required for retention as part of the permanent Government record; and
 - d) to develop a process to provide information to [PSGE] on the type of research being conducted when Ngai Tai taonga are being accessed.
4. Monitoring delivery of service:

- a) to develop processes to monitor the effectiveness of the relationship with and services to [PSGE] in achieving outcomes mutually agreed in the work plan.
5. Analysis and reporting:
- a) to prepare and prioritise a list of key questions to ask regularly in written reports to [PSGE] which will help Archives New Zealand achieve outcomes mutually agreed in the work plan.
6. Advice for public offices and local authorities on access to Ngai Tai taonga:
- a) to consult with [PSGE], and advise public offices and local authorities, on best practice in making access decisions for access to Ngai Tai taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

7. To work with [PSGE] consistent with the principle of Mana Taonga which:
- a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa collections a special connection to the marae – Rongomaraeroa; and
 - b) shapes and informs many of Te Papa activities and provides guidance for staff in the research, care, and management of taonga.
8. Collaborative Care and Management of Taonga:
- a) to develop and maintain an inventory of Ngai Tai taonga held at Te Papa;
 - b) to work with [PSGE] to develop exhibition opportunities; and
 - c) to provide opportunities to promote Ngai Tai artists at Te Papa.
9. To provide Ngai Tai the opportunity to share their mātauranga regarding key activities and events at Te Papa:
- a) to recognise the [PSGE] as an Iwi authority for Ngai Tai in relation to taonga issues; and
 - b) to consult with [PSGE] regarding, and provide Ngai Tai with the opportunity to acquire, taonga that may be deaccessioned by Te Papa.
10. Sharing knowledge and expertise associated with Ngai Tai cultural heritage kaupapa:
- a) to share knowledge and expertise associated with Ngai Tai cultural heritage kaupapa, including the following:
 - i) Legislation (e.g. *the Protected Objects Act 1975*) museum policies and practices;
 - ii) Visitor Market Research & Evaluation methodology and data;
 - iii) Ngai Tai taonga held overseas;

- b) to actively facilitate Ngai Tai relationships with Aotearoa-New Zealand and international museums, galleries and heritage organisations; and
- c) to actively facilitate opportunities for access and reconnection of [PSGE] taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations:

11. In the future Te Papa and [PSGE] will work together on:

- a) New Zealand Museum Standards Scheme;
- b) advice on cultural centre development;
- c) commercial initiatives;
- d) exhibition and project partnership.

Pouhere Taonga Heritage New Zealand

Māori Heritage

12. From maunga kōrero to punawai, from where tūpuna to rua kōiwi, Māori heritage places are taonga tuku iho, integral to Aotearoa-New Zealand's culture and identity. Pouhere Taonga – Heritage New Zealand ("Pouhere Taonga") promotes the identification, protection, preservation and conservation of the historical and cultural heritage of our country.

Whakaoranga Taonga Marae – Māori Buildings Conservation Plan

13. Wharenuui, wharekai, whare karakia, pātaka, pouhaki, tohu whakamaharatanga, waka, and other forms of Māori built heritage are important taonga to preserve for the future. Pouhere Taonga actively assists whānau, Hapū and Iwi initiatives to preserve these taonga through a range of advisory and on-site services.

14. These services include:

- a) conservation assessments;
- b) conservation technical advice and services;
- c) conservation workshops; and
- d) funding advice.

Mahi Hura Whenua – Māori Heritage and Archaeology

15. The *Heritage New Zealand Pouhere Taonga Act 2014* ("the Act") defines an archaeological site as a place associated with pre-1900 human activity where there may be evidence relating to the history of Aotearoa-New Zealand. When any development is planned that may affect an archaeological site or suspected archaeological site, the developer must apply for an archaeological authority. The archaeological authority

provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:

- a) assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and Hapū or Iwi has been conducted; and
- b) help liaise with communities –relevant Iwi, Hapū and hāpori, landowners, developers, archaeologists.

Mahi Raranga Kōrero – Māori Heritage List

16. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero (“the List”) recognises historic places, historic areas, Wāhi Tapu, Wāhi Tapu areas and Wāhi Tūpuna that are significant to the heritage of Aotearoa-New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plan can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:

- a) liaise and engage with relevant Iwi/Hapū and hāpori and interested groups, e.g. landowners, local authorities, government departments;
- b) specifically prepare Māori heritage proposals for entry on the List, researching the history and significance to Iwi/Hapū of their taonga places; and
- c) work with Iwi/Hapū and relevant groups towards the long-term conservation, and protection of Māori heritage places, through district planning mechanisms if this is deemed appropriate and conservation advice.

Appendix B: The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu

a)

1. The Minister for Arts, Culture and Heritage (“the Minister”) and the Chief Executive of the Ministry for Culture and Heritage (“the Chief Executive”) have certain roles in terms of the matters described in this Appendix. In exercising such roles, the Minister and the Chief Executive will provide [PSGE] with the opportunity for input into those matters.

b)

RELATIONSHIP PRINCIPLES

2. [PSGE], the Minister and the Chief Executive agree to abide by the relationship principles set out in clauses 12 and 13 of this Whakaaetanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions also described in this Appendix.

WHAKAAETANGA PROVISIONS

3. The Ministry for Culture and Heritage (“MCH”) agrees to comply with all its obligations to [PSGE] set out in the body of the Whakaaetanga.

PROTECTED OBJECTS ACT 1975

4. The Chief Executive has certain functions, powers and duties in terms of the *Protected Objects Act 1975* (formerly known as the *Antiquities Act 1975*) and will consult, notify and provide information to [PSGE] Trustees within the limits of the Act.

5. The *Protected Objects Act 1975* regulates:

- a) the export of protected New Zealand objects;
- b) the illegal export and import of protected New Zealand and foreign objects; and
- c) the sale, trade and ownership of taonga tūturu, including what to do if you find a taonga or Māori artefact.

NOTIFICATION OF TAONGA TŪTURU

6. From the date this Whakaaetanga is issued the Chief Executive will:

- a) notify [PSGE] in writing of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found anywhere else in Aotearoa-New Zealand;
- b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found anywhere else in Aotearoa-New Zealand;
- c) notify [PSGE] in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found anywhere else in Aotearoa-New Zealand;
- d) notify [PSGE] in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found anywhere else in Aotearoa-New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- e) notify [PSGE] in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found anywhere else in Aotearoa-New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

OWNERSHIP OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF NGAİ TAI ORIGIN FOUND ELSEWHERE IN AOTEAROA-NEW ZEALAND

- 7. If [PSGE] lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found anywhere else in Aotearoa-New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 8. If there is a competing claim or claims lodged in conjunction with [PSGE]'s claim of ownership, the Chief Executive will consult with [PSGE] for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 9. If the competing claims for ownership of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found anywhere else in Aotearoa-New Zealand,

cannot be resolved, the Chief Executive at the request of [PSGE] may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

CUSTODY OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF NGAI TAI ORIGIN FOUND ELSEWHERE IN AOTEAROA-NEW ZEALAND

10. If [PSGE] does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found elsewhere in Aotearoa-New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:

- a) consult [PSGE] before a decision is made on who may have custody of the Taonga Tūturu; and
- b) notify [PSGE] in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

EXPORT APPLICATIONS - EXPERT EXAMINERS

11. For the purpose of seeking an expert opinion from [PSGE] Trustees on any export applications to remove any Taonga Tūturu of Ngai Tai origin from Aotearoa-New Zealand, the Chief Executive will register [PSGE] Trustees on the MCH Register of Expert Examiners.

12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngai Tai origin from Aotearoa-New Zealand, the Chief Executive will consult [PSGE] Trustees as an Expert Examiner on that application, and notify the [PSGE] Trustees in writing of their decision.

THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

13. The Minister has functions, powers and duties under the *Protected Objects Act 1975* and may consult, notify and provide information to [PSGE] within the limits of the Act. In circumstances where the Chief Executive originally consulted [PSGE] as an Expert Examiner, the Minister may consult with [PSGE] where a person appeals the decision of the Chief Executive to:

- a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
- b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

14. MCH will notify [PSGE] in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where [PSGE] was consulted as an Expert Examiner.

REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

15. The Chief Executive will register the [PSGE] as a Registered Collector of Taonga Tūturu.

BOARD APPOINTMENTS

16. The Chief Executive shall:

- a) notify [PSGE] Trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
- b) add [PSGE] Trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
- c) notify [PSGE] Trustees of any ministerial appointments to Boards which the Minister to, where these are publicly notified.

NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

17. The Chief Executive shall seek and consider the views of [PSGE] Trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Ngai Tai interests.
18. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the [PSGE], which the Chief Executive considers complies with the MCH's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within Aotearoa-New Zealand in the period 1840 to 1872 (the New Zealand Wars).

HISTORY PUBLICATIONS RELATING TO NGAI TAI

19. The Chief Executive shall:
 - a) provide [PSGE] Trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Ngai Tai; and
 - b) where reasonably practicable, consult with [PSGE] Trustees on any work MCH undertakes that relates substantially to Ngai Tai:
 - i) from an early stage;
 - ii) during the process of undertaking the work; and
 - iii) before making the final decision on the material of a publication.
20. [PSGE] Trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by Trustees, is entitled to make the final decision on the material of the historical publication.

PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

21. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngai Tai within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
22. Where appropriate, the Chief Executive will consider using [PSGE] Trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in [clause 22 and 23] of Appendix B is subject to the Government Procurement Rules, all government good practice policies and guidelines, and MCH's purchasing policy.

CONSULTATION

23. In addition to the consultation principles regarding policy legislative development or review as set out in clause 35 in the main body of the Whakaaetanga, MCH and [PSGE] shall discuss any of MCH's operational activities, which specifically affect Ngai Tai interests in the Area.
24. Notwithstanding the paragraph above, MCH and [PSGE] shall discuss Ngai Tai interests in the Area at the hui of the Parties arranged in accordance with clause 30 of the main body of the Whakaaetanga.

Appendix C: Background information of the agencies

Te Tari Taiwhenua (Department of Internal Affairs)

1. Te Tari Taiwhenua Department of Internal Affairs (“the Department”) is the oldest government department and has been part of the fabric of New Zealand’s Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. It works towards ensuring oranga Hapū, Iwi and Māori is improved through an enduring, equitable and positive Māori-Crown partnership; and that Iwi, Hapū and communities across Aotearoa-New Zealand are safe, resilient and thriving.
3. The Department is responsible to several Ministers administering one vote across multiple portfolios. Our portfolios currently include Internal Affairs, Ministerial Services, Racing, Local Government, the Community and Voluntary sector, National Library, Archives New Zealand and the Chief Information Office.
4. The Minister of Internal Affairs oversees the Government’s ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
5. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates people’s activity, encourages compliance and enforces the law;
 - (d) monitors performance; and
 - (e) currently employs staff in a number of cities and towns in Aotearoa-New Zealand, Sydney and London.
6. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation, the Chief Executive of the Department of Internal Affairs became accountable for the functions of the National Library and of Archives New Zealand.
7. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in this Whakaaetanga in relation to the functions of the National Library and Archives New Zealand and will have an important role in managing the overall relationship with Ngai Tai.

National Library of New Zealand (Te Puna Mātauranga o Aotearoa)

8. The National Library of New Zealand is set up under the *National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003*. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:

- (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;
 - (b) supplementing and furthering the work of other libraries in New Zealand; and
 - (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
9. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;
 - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
 - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

10. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the *Public Records Act 2005* which sets the functions the department is required to provide and the powers necessary to carry out these functions.
11. Archives New Zealand works to achieve the following outcomes:
- (a) Full and accurate records are kept by public sector agencies;
 - (b) Public archives are preserved and well-managed; and
 - (c) Public archives are accessible and used.
12. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards.
13. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.
14. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.

15. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
16. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, Iwi and Hapū is important to the department's role and responsibility. The regional offices provide local communities with access to records of local significance. Together we support government recordkeeping and Māori, Iwi and Hapū with the care and management of archives.

Museum of New Zealand Te Papa Tongarewa (Te Papa)

17. Te Papa is an autonomous Crown Entity under the *Crown Entities Act 2004*. It was established by the *Museum of New Zealand Te Papa Tongarewa Act 1992*, replacing the former National Museum and National Art Gallery.
18. Te Papa's purpose, as stated in the *Museum of New Zealand Te Papa Tongarewa Act*, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present and meet the challenges of the future".
19. Under the Act, in performing its functions, Te Papa shall:
 - (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
 - (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity;
 - (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.
20. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to the Te Papa website:
<https://www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents>

Manatū Taonga – Ministry for Culture and Heritage

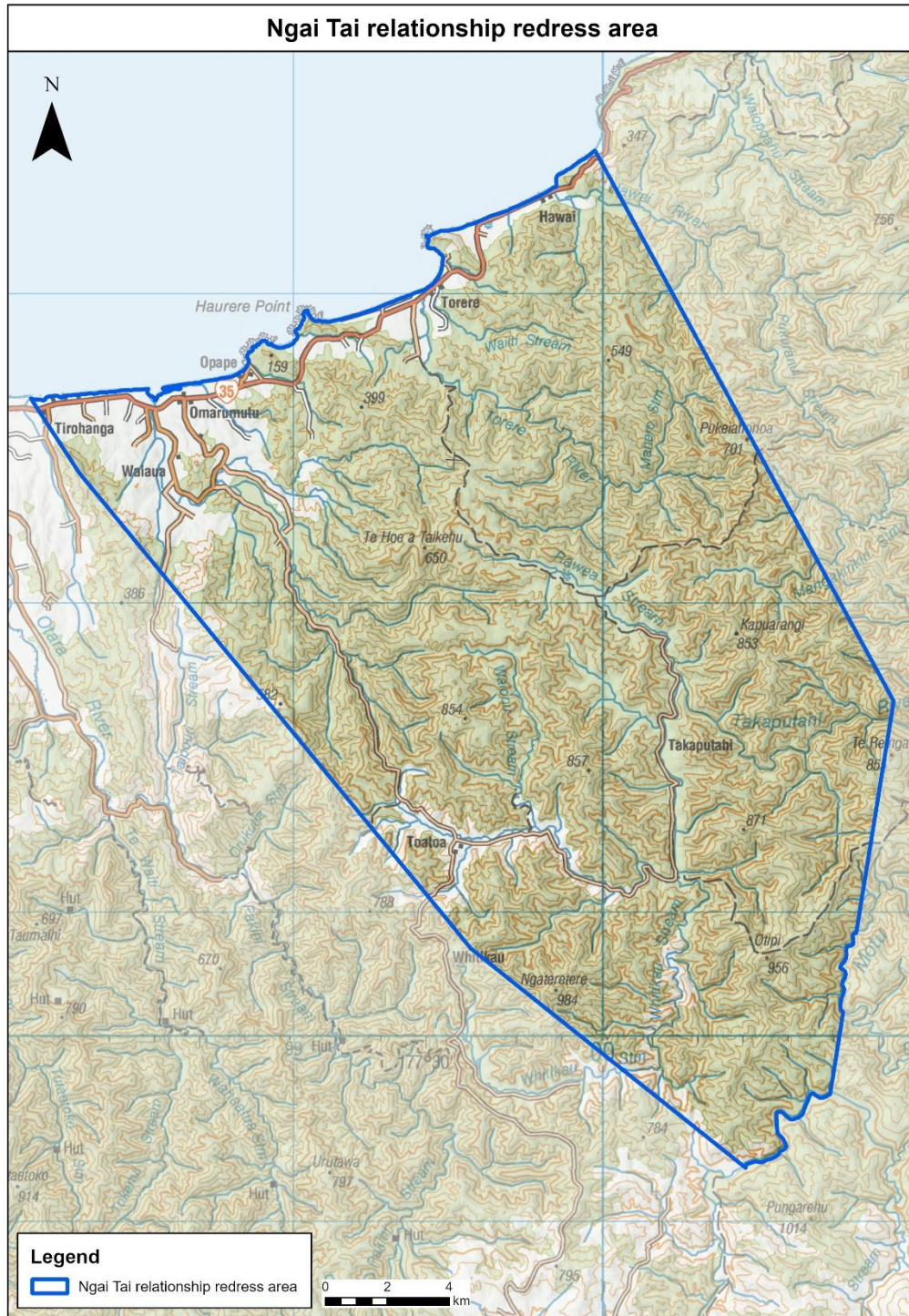
21. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.
22. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.

23. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of Aotearoa-New Zealand's culture and kaitiaki of taonga. The Ministry's work prioritises cultural outcomes and supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
24. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day celebrations. The Ministry also maintains several heritage websites including 28th Māori Battalion, Te Ara and NZHistory.govt.nz.

Heritage New Zealand Pouhere Taonga

25. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust, is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.
26. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the *Crown Entities Act 2004*. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the *Heritage New Zealand Pouhere Taonga Act 2014*.
27. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the *Resource Management Act 1991*, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.
28. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.

APPENDIX D: NGAI TAI RELATIONSHIP REDRESS AREA



5. RELATIONSHIP AGREEMENTS

5.1 DEPARTMENT OF CONSERVATION RELATIONSHIP AGREEMENT

[Date on which signed]

TĀKAI HERE – CONSERVATION RELATIONSHIP AGREEMENT

I WAENGA I – BETWEEN

[Governance Entity] as the body representative for **NGAI TAI**

RAUA KO – AND

THE CROWN in right of New Zealand acting by and through the Minister of Conservation and the Director-General of Conservation for the Department of Conservation – Te Papa Atawhai

THROUGH

the Ngai Tai Deed of Settlement

TĀKAI HERE – CONSERVATION RELATIONSHIP AGREEMENT

1 NGĀ TĀPUI – PARTIES

1.1 The parties to this Tākai Here – Conservation Relationship Agreement (“**Tākai Here**”) are:

- (a) The Ngai Tai post-settlement governance entity (Governance Entity) as the representative body for Ngai Tai; and
- (b) The Minister of Conservation and the Director-General of Conservation (Director-General), who represent the Crown and the Department of Conservation / Te Papa Atawhai (Department).

2 PURPOSES

2.1 The purposes of this Tākai Here are to:

- (a) record and recognise that for Ngai Tai it is fundamental that Kia Whakamata te Aho Tāhuhu (as set out in Part 3 below) underpins all relationships with the Crown.
- (b) assist in resetting the relationship between Ngai Tai and the Department in light of Crown breaches of Te Tiriti o Waitangi since 1840. It represents a first step towards developing a mutually beneficial relationship which is consistent with Te Tiriti o Waitangi / the Treaty of Waitangi moving into the future.
- (c) further enhance the conservation-related redress in the settlement by establishing processes to identify opportunities for the parties to progress their agreed strategic objectives for the relationship (Strategic Objectives). These Strategic Objectives will change over time, but an initial ‘foundational’ set has been agreed and is included in Part 5 for the first term of the Tākai Here.
- (d) facilitate, through conservation related Kaupapa, improvements in the wellbeing of the taiao of Ngai Tai, thereby helping to rehabilitate the cultural, social, and economic strength and success of Ngai Tai.

2.2 The parties acknowledge that:

- (a) Ngai Tai have cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Ngai Tai Relationship Redress Area, and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.
- (b) The Department’s functions are set out under legislation including the Conservation Act 1987 and the Acts listed in its Schedule, and include managing “for conservation purposes, all land, and all other natural and historic resources”.
- (c) The Minister, Director-General and the Department have a responsibility under section 4 of the Conservation Act 1987 to interpret and administer the Conservation Legislation so as to give effect to the principles of the Treaty of Waitangi.

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- (d) The success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Kia Whakamata Te Aho Tāhuhu.
- (e) The table at Schedule 4, entitled “actions the parties could take as part of the journey towards a value-based relationship”, contains actions suggested by Ngai Tai and the Department retains discretion as to which actions it may wish to progress.

3 KIA WHAKAMATA TE AHO TĀHUHU – FOUNDATIONAL ARCHITECTURE

Ngai Tai Manawanui
Ngai Tai Manawaroa
Ngai Tai Manawapohatu

- 3.1 The following text records and acknowledges the vision, foundations, values, and principles (Kia Whakamata Te Aho Tāhuhu) that Ngai Tai believe should be the foundational architecture of their relationship with the Crown and the Department, including through this Tākai Here.

Whakamata refers to the process of casting the whenu to the aho tāhuhu; the first line of whatu. It is called the aho tāhuhu because it is the core line strung between the turuturu, from which all subsequent whenu are suspended. The immutable tension held in this foundational line provides the stability, safety, and structural integrity for every row of whatu that follows.

Ngai Tai believe the parties enter into this relationship bound by the distinct tension held in this Punawhakairo:

Mā te whiritahi whakaaro kia toka, Mā te raranga ngātahi tāngata kia tīna
Together in thought as one, shall we be held firm,
Together as an intertwined peoples, shall we endure

TE WHAKAKITENGA O NGAI TAI – VISION

Ngai Tai has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

WHAKAPUMAUTIA TE MANA MOTUHAKE O NGAI TAI

NGĀ TIKANGA ARATAKI O NGĀ ŪARATANGA – NGAI TAI GUIDE TO RELATIONSHIPS

Ngai Tai believe that for this Tākai Here to be grounded, it is necessary for the parties to embrace the cultural narratives of Ngai Tai and commit to an enduring partnership. Cultural narratives are how Ngai Tai articulate their heritage, traditions, spiritual connections to the environment and act as powerful enablers in connecting the past to the present resulting in a platform for a sustainable future.

The narratives that surround Ngai Tai provide and serve as grounding roots to their core values. These core values guide Ngai Tai ways of being and doing and therefore are the vital pillars that inform how Ngai Tai should conduct themselves. The Pou

5.1: DEPARTMENT OF CONSERVATION RELATIONSHIP AGREEMENT

(foundations), Uara ('values'), and Mātāpono (Engagement Principles) below provide a small insight into how these narratives will guide Ngai Tai as a partner to this Tākai Here.

NGĀ POU – FOUNDATIONS

The following shall act as foundations:

(a) Tika	-	Assertive, Accountable and Diligent
(b) Pono	-	Clear, Transparent and Honest
(c) Aroha	-	Respectful and Caring
(d) Manaakitanga	-	Strength of Manaakiao

NGĀ ŪARA – VALUES

Matua te mana | The absolute care, reverence and respect

Ngai Tai are highly anchored on manaakitanga rooted in the lessons generally from their Atua; taken from Te Whakawehenga, and specifically from their co-founding tupuna Manaakiao; and his example of tiaki tāngata tiaki taiao. This results in Ngai Tai being inclusive and collaborative. The true essence of respect for one another to place and space will be adhered to through rituals, protocols, collaborations, engagements, and communications.

To each have the authority to execute all protocols and rituals with the total support of all involved. Mana enhancing and Mana responsible are vital concepts that are intrinsic values that guide one and all. This respect requires substantial, long-term, sustainable, and nurturing of intergenerational partnerships.

Matua te tapū | The absolute potential, spirituality and sacredness

Man is neither height nor centre of creation. This belief is core to Ngai Tai epistemology. It underpins Ngai Tai ways of knowing and being that acknowledge kinship networks that extend to, in, and across the tamariki, mokopuna, and uri whakaheke of Ngai Tai Atua and for which hold space in the taiao on land, in water, and in air. Ngai Tai have retained the language and protocols that enable them to dialogue with their non-human kin, creating mutually intelligible discourses across differences in material, vibrancy, and genealogy. This is achieved through wairua.

Ngai Tai respect for the sacredness of each environment they happen to engage in is also essential and comes with much respect from humanity. Caring for and protecting the environment and its living things is a core value of engagement. Ngai Tai recognise the laws of tapu and noa will inform and impact their relationships and partnerships.

The tradition for Ngai Tai has always been to maintain balance within everything, and therefore the importance and significance of balance in all aspects of this Tākai Here is an important aspect. Ngai Tai have the balance right through the processes, engagements, interactions, protocols, ensuring that there is tapu, there is noa, where there is ao there is pō.

Matua te toa | Being brave to foster success, attainment and gain

Ngai Tai are encouraged to dream, create, and grow through brave conversations, creative solutions and opportunity sourcing for the benefit of a sustainable, healthy Ngai Tai.

This will be achieved by conduct throughout rituals, protocols, engagements, communications, interactions and advancement of Ngai Tai kaupapa. A solution-focused attitude is the guide that gives impetus to a way of doing that brings aroha to Ngai Tai work.

Matua te rauhi | The absolute humility of service and contribution

The importance of humility and service is significant to provide manaakitanga to each other. This is a critical attribute between parties where humility predicts effective leadership and relationships. Humility is associated with minimising status differences, listening to subordinates, soliciting input, admitting mistakes, and changing course when a plan seems not to work.

NGĀ MĀTĀPONO – PRINCIPLES

Embedded in the Ngai Tai way of being as Ngai Tai are Ngai Tai values and tikanga that underpin all relationships. It is important for Ngai Tai that these relationship-mātāpono underpin their relationship with the Crown.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. The Parties must act with integrity when providing services to Ngai Tai whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Ngai Tai permanence and the shared responsibility to uphold that mana

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

4 CONTEXT

- 4.1 Through the Historical Account, Crown Acknowledgements, and Crown Apology in the Ngai Tai Deed of Settlement, the Crown has recorded and acknowledged that it has breached the Treaty of Waitangi through its actions and, in doing so, caused significant hurt and suffering to successive generations of Ngai Tai.
- 4.2 Ngai Tai remedy intentions, delivery attainment and achievement aspirations, are both current state and future focussed. A primary intention of Ngai Tai consistently represented throughout negotiations was the return of all conservation whenua within their rohe into Ngai Tai ownership.
- 4.3 Parts 5 and 6 of the Deed of Settlement set out the redress which has been agreed between the parties in response to breaches of the Treaty of Waitangi by the Crown,

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and Ngai Tai aspirations. With respect to conservation land within the Ngai Tai Relationship Redress Area, this includes:

Ngai Tai only

- (a) The transfer to the Governance Entity of approximately 9,000 ha of conservation land (to be called He Pito Whanake Reserve), as shown on the map at Schedule 2 to this Tākai Here;
- (b) A right of deferred selection and a right of first refusal over approximately 2,450 ha of conservation land (to be called Ngai Tai Raukūmara Reserve), as shown on the map at Schedule 2 to this Tākai Here;
- (c) The classification of He Pito Whanake Reserve and Ngai Tai Raukūmara Reserve as a Local Purpose Reserve¹ with dual primary purposes:
 - recognise and protect the spiritual, cultural, ancestral, customary and historical relationship between Ngai Tai and the whenua; and
 - protect and maintain the ecological values of the reserve.
- (d) The appointment, under the Reserves Act 1977, of the Governance Entity to control and manage He Pito Whanake Reserve and Ngai Tai Raukūmara Reserve;

Ngai Tai jointly with Te Whānau a Apanui

- (e) From the Ngai Tai settlement date, the appointment, under the Reserves Act 1977, of the Governance Entity and a Te Whānau a Apanui entity to control and manage approximately 5,820 ha of conservation land (to be called the [shared reserve]) as shown on the map at Schedule 2 to this Tākai Here;
- (f) The classification of all the conservation land covered by (e) above as a Local Purpose Reserve² with dual primary purposes:
 - cultural association and ecological restoration;
 - recognition and protection of the the spiritual, cultural, ancestral, customary and historical relationship:
 - between Ngai Tai and the whenua; and
 - between Ngā Hapū o Te Whānau a Apanui and the whenua.

¹ The Governance Entity will also be appointed, under section 24H of the Conservation Act 1987, to manage any marginal strips adjoining He Pito Whanake Reserve or Ngai Tai Raukūmara Reserve.

² The Governance Entity and a Te Whānau a Apanui entity will also be appointed, under section 24H of the Conservation Act 1987, to manage marginal strips adjoining the [shared reserve].

- (g) At the Te Whānau a Apanui settlement date, the transfer to the Governance Entity and the Te Whānau a Apanui Governance Entity, as tenants in common, of the [shared reserve], subject to it continuing to be managed as a local purpose reserve.
- 4.4 As the administering body of He Pito Whanake Reserve, the Ngai Tai Raukūmara Reserve, and the [shared reserve] (jointly with Te Whānau a Apanui), the Governance Entity will be responsible for managing nearly all of the conservation whenua in the Ngai Tai rohe. It can undertake management activity for the local purpose for which the Reserve is classified and consistently with the Reserves Act and the Reserve Management Plan (the draft of which it will develop).
- 4.5 This Tākai Here is in addition to the Reserve Management Plan(s) for He Pito Whanake, Ngai Tai Raukūmara Reserve, and the [shared reserve]. It will come into effect sooner, has a strong relationship focus, and is intended to operate at a strategic level.
- 4.6 The Department will continue to have statutory responsibilities under conservation legislation including the Wildlife Act 1957, the Reserves Act 1977 (e.g. the approval of draft Reserve Management Plans), the Marine Mammals Protection Act 1978, and the Conservation Act 1987 (e.g. granting of concessions over land that is controlled and managed).
- 4.7 This Tākai Here should be read subject to the Deed of Settlement.
- 4.8 This Tākai Here will apply within the Ngai Tai Relationship Redress Area, as shown in Schedule 1 to this Tākai Here (Relationship Redress Area).

5 KOTAHITANGA – HOW THE PARTIES WILL WORK TOGETHER (SETTING OF STRATEGIC OBJECTIVES, ENGAGEMENT & AND BUSINESS PLANNING)

Overview

- 5.1 Collectively, the agreement of Strategic Objectives, annual senior level engagement, and the annual business planning meeting are the key mechanisms for ensuring, over time, that the Strategic Objectives are progressed.
- 5.2 Agreeing strategic objectives and committing to engage at least annually at a senior level means Ngai Tai aspirations have visibility and are heard early in the Department's planning process.
- 5.3 Through engagement at a senior level, and the annual business planning process, the Department and the Governance Entity will work together to create actions to progress the Strategic Objectives. To support these discussions, Schedule 3 identifies the specific departmental workstreams which are most relevant to the initial set of Strategic Objectives.

Strategic objectives

- 5.4 At the request of the Governance Entity, the Department and the Governance Entity will meet to agree long-term Strategic Objectives for their relationship across the Relationship Redress Area
- 5.5 For the Department this meeting would involve District Operations Managers and Regional Operations Director or Directors (or Tier 3 and 4 equivalent). From the

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Governance Entity appropriate leadership members would attend to empower a mana ki te mana discussion.

- 5.6 The parties have agreed an initial 'foundational' set of Strategic Objectives. The three foundational strategic objectives are:
1. The identification of opportunities for the Department to support the Governance Entity meet its statutory responsibilities as an administering body under conservation legislation;
 2. The identification of opportunities for the Department to support the Governance Entity build its ability to achieve the purpose of He Pito Whanake Reserve, the Ngai Tai Raukūmara Reserve, and the [shared reserve]; and
 3. The identification of opportunities for the Governance Entity to be engaged on relevant matters for which the Department retains statutory responsibility under conservation legislation in the Ngai Tai Relationship Redress Area.
- 5.7 The parties may agree other strategic objectives, in addition to the three foundational strategic objectives listed above, to guide their relationship.
- 5.8 To assist with the annual business planning process, Schedule 3 identifies the Departmental workstreams that are most relevant to each of the three foundational strategic objectives.

Engagement at a senior level at least annually

- 5.9 After the initial Strategic Objectives meeting, the Governance Entity will meet with senior staff of the Department within the Relationship Redress Area at least once a year.
- 5.10 From the Department this would include the Regional Operations Director or Directors (or Tier 3 equivalent), or appropriate delegate, and the relevant District Operations Manager and other regional leadership team members (or Tier 4 equivalent). From the Governance Entity appropriate leadership members would attend to empower mana ki te mana for the annual relationship meeting.
- 5.11 At this meeting, the parties (the Department and the Governance Entity) will consider whether additional meetings involving senior managers of the Department (above Tier 3) and the Governance Entity are desirable or required on particular issues; this could include matters arising from national work programmes, the Minister's priorities, or matters that are not able to be agreed or resolved at a regional level.

Business planning

- 5.12 The parties acknowledge that each of them undertakes separate business planning processes prior to the beginning of each new financial year or relevant planning period. These business planning processes determine the scope and scale of work priorities and commitments of the Governance Entity and the Department for the year or relevant planning period. For the Department, the initial business planning processes where forward work programmes are identified largely sit with the District Operations Managers (or Tier 4 equivalent).

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- 5.13 To ensure that the Governance Entity has an opportunity to identify areas for strategic collaboration, at the request of the Governance Entity the relevant District Managers (or Tier 4 equivalent) and representatives of the Governance Entity will meet at an early stage in their annual business planning or relevant planning period processes to:
- (a) discuss priorities and commitments being considered by each party for the new financial year;
 - (b) discuss timeframes for the development of annual work programmes; and
 - (c) identify potential specific projects to be undertaken together or separately that are consistent with the Strategic Objectives for the relationship. If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 5.14 For the good governance and management of the joint Ngai Tai and Te Whānau a Apanui reserve (shared reserve), the Department must provide for meetings involving the Parties and Te Whānau a Apanui to identify areas for strategic collaboration, and to support associated business planning processes, consistent with clause 5.12 above.
- 5.15 Where parties have identified, under clause 5.12 above, a project they want to progress jointly or separately, and that project potentially affects neighbouring hapū, the parties may engage with affected hapū in conjunction with other meetings arranged by either party, such as collective meetings with other iwi and hapū and/or meetings regarding specific projects.
- 5.16 The Department and the Governance Entity retain discretion over which projects are funded and their level of financial commitment.
- 5.17 Each year, the Department and the Governance Entity will report to each other on the work (in a format agreed between the parties at the annual business planning meeting) that they have carried out in that financial year to progress the Strategic Objectives for the relationship.

6 COMMUNICATION & CONSULTATION

- 6.1 The Department and the Governance Entity will:
- (a) maintain up-to-date contact details;
 - (b) advise each other of any significant changes that have occurred or are actively being considered including organisational, legislative, policy or administrative changes regarding how either party is or might be working in the Relationship Redress Area; and
 - (c) advise each other of potential opportunities for applying for funding for conservation purposes (either jointly or individually with the support of the other party).
- 6.2 Where engagement is required under this Tā kai Here, the Department will:
- (a) ensure that the Governance Entity is engaged as soon as reasonably practicable following the identification of the matter to be the subject of the engagement;

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- (b) provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are the subject of the engagement;
- (c) approach the engagement with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the engagement; and
- (d) report back to the Governance Entity on any decision that is made.

Te Whakawhiti Mōhiohio – Information And Data Sharing

- 6.3 The Parties recognise the mutual benefit of information exchange, where appropriate.
- 6.4 The Parties will explore opportunities to share scientific and cultural resources and information, national and regional data, and research material to support conservation outcomes within the Relationship Redress Area and to assist Ngai Tai to exercise their role as kaitiaki.
- 6.5 The Department is subject to the requirements of the Official Information Act 1982 (**OIA**), including statutory timeframes for responding to requests for information, and the Privacy Act 2020.
- 6.6 Nga Tai consider that, in sharing data or information, both Parties should have regard to the principles of Māori data sovereignty (as developed by Te Mana Raraunga in the October 2018 Te Mana Raraunga Charter).

7 CROSS-ORGANISATIONAL OPPORTUNITIES

- 7.1 As part of the annual business planning process, the Department and the Governance Entity will discuss:
 - (a) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Relationship Redress Area. Options may include wānanga, education, training, development and secondments; and
 - (b) opportunities to be involved, or to nominate individuals to take part, in relevant training initiatives run by either party, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Relationship Redress Area. The Parties may propose candidates for these roles or opportunities.
- 7.2 Where appropriate, and subject to its procurement obligations, the Department will consider approaching the Governance Entity for recommendations for individuals or entities as providers of professional services (such as oral history and interpretation projects).

8 TE WHAKARITE WHANONGA – DISPUTE RESOLUTION

- 8.1 If a dispute arises in connection with this Tākai Here, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe. Subject to that requirement, the parties may by mutual agreement vary the process set out in clauses 9.2 to 9.2 below.

DOCUMENTS

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- 8.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 8.3 If, following the process in clause 6.2, the parties 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 parties.
- 8.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

9 TE WHAKARAUORA ME TE WHAKATIKA – REVIEW & AMENDMENT

- 9.1 The Department and the Governance Entity agree that this Tākai Here is a living document that should be reviewed and adapted to take account of future developments and additional opportunities.
- 9.2 At any time the parties may agree to carry out a full or partial review of this Tākai Here.

10 TE WĀ WHAKAHAERE – TERMS OF AGREEMENT

- 10.1 This Tākai Here is entered into pursuant to sections [] of the [] Act and clause [] of the Ngai Tai Deed of Settlement. The Tākai Here does not override or limit:
- (a) legislative or legal rights, powers or obligations;
 - (b) the functions, duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department;
 - (c) the functions, duties and powers of the Chairperson, Chief Executive Officer or any other officials or officers of the Governance Entity;
 - (d) the ability of the Crown to introduce legislation and change government policy.
 - (e) the ability of Ngai Tai through its Governance Entity to introduce and change its policy.
- 10.2 The Tākai Here does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:
- (a) land or any other resource held, managed or administered under Conservation Legislation;
 - (b) flora or fauna managed or administered under Conservation Legislation; or
 - (c) rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 10.3 A breach of this Tākai Here is not a breach of the Ngai Tai Deed of Settlement.
- 10.4 If the Crown breaches this Tākai Here without good cause, the Governance Entity may:

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(a) seek a public law remedy, including judicial review; or

(b) subject to the Crown Proceedings Act 1950, seek to enforce the Tā kai Here

but in either case damages or compensation (with the exception of court costs) may not be awarded.

10.5 Clause 11.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.

11 TE WHAKAPŪMAUTANGA – ATTESTATION

- 11.1 Through this Tākai Here the parties commit to resetting their relationship, as a tatau pounamu - first step towards developing a mutually beneficial relationship which is consistent with Te Tiriti o Waitangi / the Treaty of Waitangi.

AGREED on []

SIGNED by the **Minister of Conservation**:

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED by the **Director-General of Conservation**:

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED for and on behalf of **[[X] Post-Settlement Governance Entity]** by [the Chair]:

WITNESS:

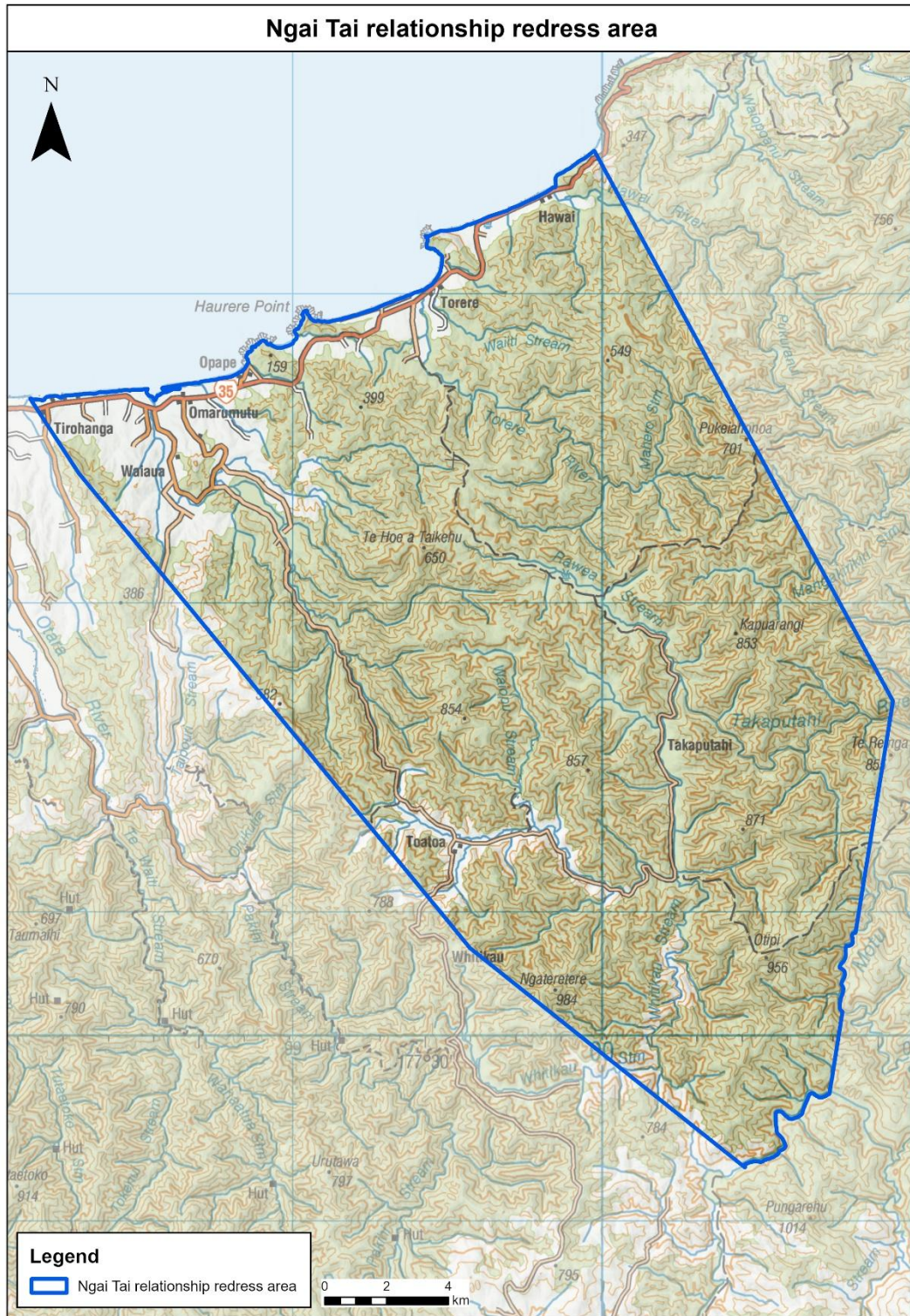
Name: _____

Occupation: _____

Address: _____

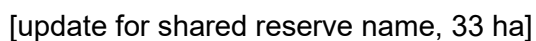
SCHEDULE 1

Map: Ngai Tai Relationship Redress Area



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Map: Ngai Tai cultural redress sites



SCHEDULE 3

Departmental workstreams that contribute to Foundational Strategic Objectives

FOUNDATIONAL STRATEGIC OBJECTIVE #1: IDENTIFICATION OF OPPORTUNITIES TO SUPPORT THE GOVERNANCE ENTITY MEET ITS STATUTORY RESPONSIBILITIES UNDER CONSERVATION LEGISLATION

1. STATUTORY PLANNING DOCUMENTS

- 1.1 The Department has obligations under the Conservation Legislation to prepare, review and amend planning documents, including conservation management strategies, national park management plans and conservation management plans ("Statutory Planning Documents").
3
- 1.2 The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngai Tai at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Relationship Redress Area.

Reserve Management Plan for He Pito Whanake Reserve

- 1.3 Supporting the Governance Entity to develop the first draft Reserve Management Plan for He Pito Whanake is an example of an opportunity for the Department to assist the Governance Entity meet its statutory responsibilities under conservation legislation. Without pre-determining the outcome of future discussions between the Department and the Governance Entity, this might include, for the first Reserve Management Plan for He Pito Whanake:
- (a) the parties agreeing to appoint a third party to prepare the draft plan in consultation with the Governance Entity, to build the Governance Entity's management planning capability; or
 - (b) the Department providing administrative support to the Governance Entity for processes required under section 41 of the Reserves Act 1977.

3. Under the proposed reforms to the conservation management planning system, Conservation Strategies, Conservation Management Plans, and National Park Management Plans will be replaced by a single layer of "area plans". If the reforms are enacted, the text in this Part will need to be updated.

FOUNDATIONAL STRATEGIC OBJECTIVE #2: IDENTIFICATION OF OPPORTUNITIES TO SUPPORT THE GOVERNANCE ENTITY BUILD ITS CAPABILITY TO ACHIEVE THE PURPOSES OF HE PITO WHANAKE

Purpose #1 – Recognise and protect the spiritual, cultural, ancestral, customary and historical relationship between Ngai Tai and the whenua

2. STATUTORY PLANNING DOCUMENTS

- 2.1 Developing the first Reserve Management Plan for He Pito Whanake will be a significant contributor to this purpose/ strategic objective. As noted above, there may be opportunities for the Department to support the Governance Entity in this regard.

3. STATUTORY AUTHORISATIONS

- 3.1 As noted below (refer 6.2), under the Reserves Act some decision-making functions for land managed as a Local Purpose Reserve sit with the administering body (rather than the Minister of Conservation).
- 3.2 Where this is not the case, and the decision-maker remains the Minister of Conservation (or their delegate), there may be other opportunities for the parties to discuss how decision-making might be exercised in a way that enables this purpose of the reserve to be achieved within the legislative context.
- 3.3 An example of this may be the Minister of Conservation responding to the Governance Entity's wish for a rahui by restricting access to part of the reserve for a limited time to recognise and protect the spiritual or cultural values of the whenua and the people who use it (to the extent permitted under the Reserves Act 1977).

Purpose #2 – Protect and maintain the ecological values of He Pito Whanake

4. FRESHWATER FISHERIES, SPECIES & HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES & PEST CONTROL)

- 4.1 The Department and the Governance Entity share aspirations in relation to the conservation of freshwater fisheries and habitats, and protection of ecosystems and indigenous flora and fauna.
- 4.2 Following settlement, most of these habitats and ecosystems within the Ngai Tai Relationship Redress Area will be located on He Pito Whanake, or adjoining Māori-owned land.
- 4.3 Through engagement at a senior level, and the annual business planning process, the Department and the Governance Entity will work together to create actions to protect and maintain the ecological values of He Pito Whanake. These actions may include:
- (a) Ngai Tai undertaking conservation-training led and delivered by the Department (e.g. pest management, habitat restoration);
 - (b) Ngai Tai participating in the development or implementation of research or monitoring programmes;

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- (c) Ngai Tai participating in national species programmes (where Ngai Tai request to do so);
- (d) co-ordinating pest control where members of Ngai Tai are adjoining landowners, or opportunities to participate in landscape-scale pest management;
- (e) Ngai Tai and the Department sharing non-confidential data and research material to improve the effectiveness of conservation management or advocacy
- (f) the Department informing the Governance Entity of the national sites and species programmes on which it will be actively working, and provide opportunities for Ngai Tai to participate in these programmes.

FOUNDATIONAL STRATEGIC OBJECTIVE #3: IDENTIFICATION OF OPPORTUNITIES FOR CONSULTING THE GOVERNANCE ENTITY ON RELEVANT MATTERS THE DEPARTMENT RETAINS STATUTORY RESPONSIBILITY FOR

5. MARINE MAMMALS STRANDINGS

- 5.1 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammal Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine mammals, including the assistance, treatment or disposal of any stranded, sick, injured or dead marine mammal. The Department is also responsible for the health and safety of its staff, any volunteers under its control, and the public, when it acts to protect, conserve or manage marine mammals.
- 5.2 The Governance Entity will be advised of marine mammal strandings within the Relationship Area. A co-operative and collaborative approach will be adopted by the parties to this Tā kai Here, within the statutory constraints, enabling the Governance Entity to participate fully in the management of stranding events, including the recovery of bone (including teeth and baleen) for cultural purposes and the burial of marine mammals. The Department will make reasonable efforts to inform the Governance Entity before any decision is made to euthanise a marine mammal or gather scientific information.

6. STATUTORY AUTHORISATIONS

- 6.1 This section relates to the granting of concessions, permits and other authorisations by the Minister of Conservation, Director-General and their delegates (as the case may be) under the Conservation Legislation ("**Statutory Authorisations**").
- 6.2 As the administering body of He Pito Whanake Reserve, the [Ngai Tai Raukūmara reserve], and the [shared reserve] (jointly with Te Whānau a Apanui), the Governance Entity will assume responsibility for some Statutory Authorisations under conservation legislation from the Ngai Tai settlement date.
- 6.3 For all other Statutory Authorisations, the Department and the Governance Entity will identify categories of Statutory Authorisations that may impact on the cultural, spiritual, traditional or historic values of Ngai Tai. These categories will be reviewed on a continuing basis. In the identified categories the Department will:

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- (a) advise and encourage all prospective applicants whose application is within the Relationship Redress Area to consult the Governance Entity before filing their application; and
 - (b) engage with the Governance Entity at an early stage, on such categories of authorisations or renewal of authorisations within the Relationship Redress Area.
- 6.4 Until such time as additional identified categories are agreed, the Department will consult the Governance Entity on Statutory Authorisations when required by the Conservation Legislation.
- 6.5 As the Department works within time limits to process Statutory Authorisations applications, at the earliest opportunity it will notify the Governance Entity of the time frames for providing advice on impacts on the cultural, spiritual, traditional or historic values of Ngai Tai.
- 6.6 When considering applications for Statutory Authorisations the Department must apply the relevant statutory and other legal considerations in a way that gives effect to the principles of the Treaty of Waitangi. This involves applying the relevant Treaty principles to the facts of the particular case.

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SCHEDULE 4

Note: The parties acknowledge that the table below contains suggestions from Ngai Tai and the Department retains discretion as to which actions it may wish to progress.

Table: Actions the parties could take as part of the journey towards a value-based relationship

Ngā Mātāpono	Suggested actions
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	- Engage with Ngai Tai to gain a deeper understanding of Kia Whakamata Te Aho Tāhuhu and the unique aspirations of Ngai Tai, in part to ensure local staff are equipped to promote that understanding to all parts of the Department and relevant conservation stakeholders as appropriate. - Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. - Promptly discuss any concerns raised by either party regarding whether actions support Kia Whakamata Te Aho Tāhuhu. - A focus on building and maintaining a strong relationship in practice that complements legal contracts or agreements including those in the deed of settlement. - Engagement based on the principle of Rangatira ki te Rangatira, Mana ki te Mana. - Ensure regular hui/discussions are being held at an operational level with Ngai Tai in order to nurture and maintain a positive relationship. - Identify shared goals and values and develop strategies to achieve them together. - Continual exploration of new ways to work together and enhance the partnership
Toitū Te Mana Relationship of Authority Recognition of the permanence of Ngai Tai mana and the shared responsibility to uphold that mana.	- Recognise Ngai Tai as tāngata whenua, respect their rangatiratanga and help empower them to participate and make informed decisions. - Support opportunities to engage in a way that aligns with Kia Whakamata Te Aho Tāhuhu and values the contributions and perspectives of Ngai Tai. - Provide for discussion of long-term strategic objectives for the relationship, an annual relationship meeting involving senior staff from the Department and the Governance Entity, and early engagement in respective annual to identify potential projects to progress the strategic objectives (refer to part 5 of this Relationship Agreement). - Respecting the mana of Ngai Tai and the values and tikanga expressed in Kia Whakamata Te Aho Tāhuhu. - Engage with Ngai Tai so that it can, if it chooses, have an active role in shaping policy and programs that affect their iwi, whānau, and community within the rohe. - To incorporate Kia Whakamata Te Aho Tāhuhu at the operational level to ensure that institutional knowledge persists beyond staff turnover. - To value the contributions and perspectives of Ngai Tai in order to

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	consistently support more equitable outcomes for Ngai Tai and Aotearoa New Zealand.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	• Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, environmental, social and economic well-being of Ngai Tai. • Engage with Ngai Tai in relation to policies and practices that prioritise the health and wellbeing of the taiao and its inhabitants, both now and for the future generations. • Provide information to, and ensure effective reporting for, Ngai Tai to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao. • To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngai Tai and see policies and projects through this lens. • Development of a holistic, values-based relationship with Ngai Tai that is more than just transactional.

5.2 MINISTRY OF EDUCATION RELATIONSHIP AGREEMENT

Dated [TBC]

TĀKAI HERE – RELATIONSHIP AGREEMENT

I WAENGA I – BETWEEN

[Governance Entity] as the body representative for **NGAI TAI**

RAUA KO – AND

The Ministry of Education – Te Tāhuhu o te Mātauranga

MĀ ROTO I – THROUGH

the Ngai Tai Claims Settlement Act [year]; and the Ngai Tai Deed of Settlement

1. TE PŪTAKE – PURPOSES

1.1 This **Tākai Here** formalises the relationship between the Ministry of Education (the “**Ministry**”) and Ngai Tai through its post-settlement governance entity (the “**Governance Entity**”). It establishes a framework to enable the Parties to develop and maintain a positive and enduring working relationship by:

- (a) acknowledging the mana of Ngai Tai within its Relationship Redress Area, including the guiding expressions at clause 2 that Ngai Tai considers underpins the relationship between the Parties post-settlement;
- (b) establishing relations between the Parties based on Te Tiriti o Waitangi / the Treaty of Waitangi and its principles, including acknowledgment of past breaches of Te Tiriti o Waitangi/the Treaty of Waitangi by the Crown;
- (c) committing to an ongoing dialogue maintained through which the Parties are kept aware of each other’s interests; and
- (d) exploring opportunities for collaboration are explored when they arise.

1.2 Tākai Here should be read subject to the Deed of Settlement.

2. WHAKATAUĀKĪ Ō NGAI TAI – NGAI TAI GUIDING EXPRESSIONS

2.1 “*He iti taku iti, he iti kōpara e pōi ana te tihi o te kahikatea*”

Even the small bellbird can sway the mighty kahikatea (emphasising the power of collective strength and intergenerational knowledge)

2.2 “*Kia ūhia ā tātou mokopuna ki te korowaitanga o Ngāi Tai.*”

Envelop mokopuna in the korowai of Ngāi Tai so they carry inherited mana and flourish to their fullest potential.

3. *The following text records and acknowledges the vision, foundations, values and principles (Kia Whakamata Te Aho Tāhuhu) that Ngai Tai believe should be the foundational architecture of their relationship with the Crown and the Ministry of Education, including through this Tākai Here.*

KIA WHAKAMATA TE AHO TĀHUHU – FOUNDATIONAL ARCHITECTURE

*Ngai Tai Manawanui
Ngai Tai Manawaroa
Ngai Tai Manawapohatu*

3.1 Whakamata refers to the process of casting the whenu to the aho tāhuhu; the first line of whatu. It is called the aho tāhuhu because it is the core line strung between the turuturu, from which all subsequent whenu are suspended. The immutable tension

held in this foundational line provides the stability, safety, and structural integrity for every row of whatu that follows.

- 3.2 This instrument sets out the foundational architecture of the relationship between the Parties, setting out the values and principles, roles and responsibilities, as well as any mechanisms or processes to give strategic and operational effect to this Tākai Here. Ngai Tai and the Crown enter into this relationship bound by the distinct tension held in this Punawhakairo:

Mā te whiritahi whakaaro kia toka, Mā te raranga ngātahi tāngata kia tīna

Together in thought as one, shall we be held firm, Together as an intertwined peoples, shall we endure

TE WHAKAKITENGA O NGAI TAI – VISION

- 3.3 Ngai Tai has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

WHAKAPŪMAUTIA TE MANA MOTUHAKE O NGAI TAI

NGĀ TIKANGA ARATAKI O NGĀ ŪARATANGA – NGAI TAI GUIDE TO RELATIONSHIPS

- 3.4 For this Tākai Here to be grounded, embracing the cultural narratives of Ngai Tai represents a commitment to an enduring partnership that is built through active engagement and shared delivery. Cultural narratives are how Ngai Tai articulate our heritage, traditions, spiritual connections to the environment and act as powerful enablers in connecting our past to the present resulting in a platform for a sustainable future.
- 3.5 The narratives that surround Ngai Tai provide and serve as grounding roots to our core values. These core values guide our ways of being and doing and therefore are the vital pillars that inform how we should conduct ourselves within the processes and protocols. The Pou (foundations), Uara (‘values’) Mātāpono (Engagement Principles) below provide a small insight into how these narratives guide us as partners and how we conduct ourselves whilst undertaking the processes and protocols as partners.

NGĀ POU – FOUNDATIONS

- 3.6 The following shall act as foundations:

(a)	Tika	-	Assertive, Accountable and Diligent
(b)	Pono	-	Clear, Transparent and Honest
(c)	Aroha	-	Respectful and Caring
(d)	Manaakitanga	-	Strength of Manaakiao

NGĀ ŪARA – VALUES

- 3.7 Matua te mana | The absolute care, reverence and respect

Ngai Tai are highly anchored on manaakitanga rooted in the lessons generally from our Atua; taken from Te Whakawehenga, and specifically from our co-founding tupuna Manaakiao; and his example of tiaki tātanga tiaki taiao. This results in Ngai Tai being inclusive and collaborative. The true essence of respect for one another to place and space will be adhered to through rituals, protocols, collaborations, engagements, and communications.

To have the authority to execute protocols and rituals with the support of all involved. Mana enhancing and Mana responsible are vital concepts that are intrinsic values that guide one and all. This respect requires substantial, long-term, sustainable, and nurturing of intergenerational partnerships.

Practical expression of matua te mana is in:

- (a) acknowledging that the relationship is flexible and evolving;
- (b) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise; and
- (c) ensuring accountability for agreed decisions and actions through monitoring and continuous improvement cycles.

3.8 Matua te tapū | The absolute potential, spirituality and sacredness

Humanity are neither height nor centre of creation. This belief is core to Ngai Tai epistemology. It underpins our ways of knowing and being that acknowledge kinship networks that extend to, in, and across the tamariki, mokopuna, and uri whakaheke of our Atua and for which hold space in the taiao on land, in water, and in air. We have retained the language and protocols that enable us to dialogue with our non-human kin, creating mutually intelligible discourses across differences in material, vibrancy, and genealogy. This is achieved through wairua.

Our respect for the sacredness of each environment we happen to engage in is also essential and comes with much respect from humanity. Caring for and protecting the environment and its living things is a core value of engagement. We recognise the laws of tapu and noa will inform and impact our relationships and partnerships.

The tradition for Ngai Tai has always been to maintain balance within everything, and therefore the importance and significance of balance in all aspects of this Tāka Here is an important aspect. We have the balance right through the processes, engagements, interactions, protocols, ensuring that there is tapu, there is noa, where there is ao there is pō.

3.9 Matua te toa | Being brave to foster success, attainment and gain

Ngai Tai are encouraged to dream, create, and grow through brave conversations, creative solutions and opportunity sourcing for the benefit of a sustainable, healthy Ngai Tai.

This will be achieved by conduct throughout rituals, protocols, engagements, communications, interactions and advancement of our kaupapa. A solution-focused attitude is the guide that gives impetus to a way of doing that brings aroha to our work.

3.10 Matua te rauhi | The absolute humility of service and contribution

The importance of humility and service is significant to provide manaakitanga to each other. This is a critical attribute between Parties where humility predicts effective leadership and relationships. Humility is associated with minimising status differences, listening to subordinates, soliciting input, admitting mistakes, and changing course when a plan seems not to work.

NGĀ MĀTĀPONO – PRINCIPLES

Embedded in our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin our relationship with the Crown.

3.11 Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. The Parties must act with integrity when providing services to our whānau and whenua.

3.12 Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Ngai Tai permanence and the shared responsibility to uphold that mana

3.13 Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

4. NGĀ WHĀINGA TĀKAI HERE Ō NGAI TAI – NGAI TAI ASPIRATIONS FOR THE RELATIONSHIP WITH MINISTRY OF EDUCATION

4.1 Ngai Tai aspirations for its relationship with the Ministry, are:

- (a) to uphold the spirit Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) the Ministry commits to working in partnership with Ngai Tai, recognising the relationship as enduring and long-term;
- (c) the Ministry recognises whakapūmautia te mana motuhake o Ngai Tai as basis for setting the relationship between Ngai Tai and the Ministry of Education;
- (d) the Ministry acknowledges that Te Kura o Tōrere is central to Ngai Tai and the Tōrere community and functions as both an educational setting and a community hub, supporting Ngai Tai social, cultural, and collective wellbeing;
- (e) the Ministry acknowledges the desire of Ngai Tai to contribute to 'a better tomorrow' through mātauranga ā-Ngai Tai supporting broader education goals and outcomes;

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- (f) the Ministry recognises and respects Ngai Tai aspirations of iwi-led approach to teaching and learning, and acknowledges Ngai Tai commitment to place-based learning in which te taiao | the environment is understood as the primary classroom;
 - (g) the Ministry acknowledges that te reo o Ngai Tai is integral to Ngai Tai identity, mana, and wellbeing, and recognises Ngai Tai aspirations to revitalise, re-establish, and affirm their distinct reo, including through the establishment of Ngai Tai-led kōhanga reo and coherent reo and education pathways;
 - (h) the Ministry recognises Ngai Tai aspirations for the kura to reach its full potential, to remain sustainable and enduring for future generations, and to actively support Ngai Tai learners to be confident, connected, and committed in their Ngaitaitanga.
- 4.2 Ngai Tai intent is that the work plans that arise from the Tākai Here will contribute to realising outcomes, including:
- (a) advancing the revitalisation, re-establishment, and everyday use of te reo o Ngai Tai, including agreed actions that support the development of Ngai Tai-led kōhanga reo and coherent reo pathways across early learning and schooling within the Ngai Tai rohe;
 - (b) supporting whānau to participate in high-quality education from early childhood through schooling for uri of Ngai Tai and those within the rohe of Ngai Tai;
 - (c) strengthening Ngaitaitanga, identity, belonging, and wellbeing for learners, whānau, and the wider Ngai Tai community.

5. TE TŪHONOTANGA – ENGAGEMENT

- 5.1 The Parties commit to engaging with each other through the following mechanisms:
- (a) Attend an annual relationship hui as set out in clauses 5.3 to 5.8;
 - (b) Progress work on agreed mutual priorities through operational level engagement as set out in clause 5.9; and
 - (c) Collaborate and develop a work plan as set out in clauses 5.10 to 5.14.
- 5.2 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

HUI Ā-TAU – Annual Relationship Hui

- 5.3 The Parties agree that a senior representative of the Governance Entity and the Ministry of Education will participate in an annual relationship meeting.
- 5.4 The Ministry of Education representative at the annual relationship meeting will be a senior leader or appropriate delegate.

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- 5.5 Before each annual relationship meeting, representatives of the Governance Entity and Ministry of Education will agree to administrative arrangements for the meeting including the agenda.
- 5.6 Each Party will meet the costs and expenses of its representatives attending annual relationship meetings unless otherwise agreed by the Parties.
- 5.7 The first annual relationship meeting will take place within 3 months of a written request by the Governance Entity.
- 5.8 The Parties may, over certain periods of time, mutually agree not to hold annual relationship meetings.

Te Tūhono ā-Mahi – Operational Level Engagement

- 5.9 The Parties agree that ongoing engagement may be needed to operationalise the work plan developed as set out in clauses 5.10 to 5.16 and will meet as required to deliver on action items and timeframes set out in the work plan, this work may include business as usual (BAU) components. Operational level engagement may involve:
 - (a) coordinating the organisation of the annual strategic relationship hui;
 - (b) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
 - (c) mitigating issues and risks;
 - (d) explore further opportunities for collaboration as they arise; and
 - (e) monitoring progress against the work plan indicators.

Mahere Mahi – Work Plan

- 5.10 As a result of the relationship meetings, held in accordance with clauses 5.3 to 5.8, and at other relationship meetings held in accordance with clause 5.9, the Parties may develop a work plan.
- 5.11 Work plans will be mutually agreed by the Governance Entity and the Ministry of Education and will reflect the priorities and the specific functions and duties of the Parties.
- 5.12 For the period of 12 months following settlement date the development of work plan may include projects and topics such as the following:
 - (a) sharing of information which is of mutual benefit;
 - (b) facilitating contact with available expertise within the Ministry to assist with priorities of Ngai Tai;
 - (c) creating opportunities for increased learning and capacity building;

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- (d) any other opportunities to innovate and collaborate as the relationship develops.
- 5.13 Progress work on agreed mutual priorities through operational level engagement, such as a work plan, will involve contacts outlined in clauses 8.1 and 8.2;
- 5.14 Monitoring of agreed indicators will inform development and review of the work plan.
- 5.15 The Parties may jointly agree to use *Table 1: The Workplan Framework* as a guide to inform the structure of any shared Workplan(s).

Table 1: The Workplan Framework:

TIER 1: STRATEGIC OBJECTIVES (5-to-30-Year Horizon) <i>Focus: Medium-term regional programs, regulatory gatekeeping, resource allocation, and capability systems across the entire Area of Interest</i>
• <i>Intentions (Strategic Aspirations & Commitments)</i>
• <i>Planning / Roadmap (Macro Frameworks & Regional Rules)</i>
• <i>Implementation (High-Level Relationship Mechanics)</i>
TIER 2: OPERATIONAL OBJECTIVES (1-to-5-Year Horizon) <i>Focus: Shared high-level vision, setting statutory rules, policy alignment, and political/Treaty mandates across the entire Area of Interest.</i>
• <i>Intentions (Strategic Aspirations & Commitments)</i>
• <i>Planning / Roadmap (Macro Frameworks & Regional Rules)</i>
• <i>Implementation (High-Level Relationship Mechanics)</i>
TIER 3: TACTICAL OBJECTIVES (Annual/Programme Horizons) <i>Focus: Immediate, on-the-ground field operations, localised schedules, and day-to-day ranger delivery across the entire Area of Interest</i>
• <i>Intentions (Strategic Aspirations & Commitments)</i>
• <i>Planning / Roadmap (Macro Frameworks & Regional Rules)</i>
• <i>Implementation (High-Level Relationship Mechanics)</i>

- 5.16 The Parties may jointly design a guide together to deliver any workplan(s).

6. TE WHAKAPĀPĀ – COMMUNICATION

- 6.1 The Ministry will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) informing relevant Ministry of Education staff of the contents of this Tāka Here and their responsibilities and roles under it;
- (b) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;

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- (c) agreeing a timeframe for the Governance Entity to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (d) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the agreement; and
 - (e) reporting back to the Governance Entity on any decision that is made that relates to the agreement.
- 6.2 The Governance Entity will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
 - (a) informing relevant Governance Entity staff of the contents of this Tākai Here and their responsibilities and roles under it;
 - (b) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (c) agreeing a timeframe for the Ministry to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (d) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Ministry may have in relation to any of the matters that are subject to the agreement; and
 - (e) reporting back to the Ministry on any decision that is made that relates to the agreement.

7. TE WHAKAWHITI PĀRONGO – INFORMATION SHARING

- 7.1 To Ngai Tai, data is a taonga; things and values that are treasured, both intangible and tangible. The Parties acknowledge that the Crown has a positive duty to actively protect taonga and that data requires protection when it is collected, used and shared by the Ministry and with third Parties.
- 7.2 The Parties acknowledge the importance of Ngāi Tai data and recognise that different types of data, information, and knowledge may require different levels of care, protection, access, and use, depending on the nature of the information and the purpose for which it is held or shared.
- 7.3 For the purposes of this Tākai Here, Ngai Tai data refers broadly to digital or digitisable data, information or knowledge (including mātauranga) that is about, from, or connected to Ngai Tai. It includes, but is not limited to, data relating to population, place, culture and environment.
- 7.4 The Parties recognise the value of information sharing and may work together to explore and develop future information sharing arrangements, agreements, and operating protocols where there is mutual benefit. Any such arrangements will be developed collaboratively at the relevant time and may include appropriate provisions

relating to decision making, access, use, protection, management, and sharing of information.

- 7.5 Any information that is shared in any future information sharing arrangements, agreements and operating protocols are subject to clause 11.

8. NGĀ WHAKAPĀNGA – CONTACTS

- 8.1 The contact person for the Ministry of Education for all matters relating to this Tākai Here is the Director of Education, Bay of Plenty/Waiariki. The Director of Education will pull together the right people to support progress on the work plan.
- 8.2 The contact person for the iwi for all matters relating to this Tākai Here is the CE of the Governance Entity.
- 8.3 The contact persons named in clauses 8.1 and 8.2 may change from time to time and the Ministry of Education and the Governance Entity agree to update each other as and when this occurs.
- 8.4 The Ministry and the Governance Entity will:
- (a) maintain up-to-date contact details;
 - (b) advise each other of any significant changes that have occurred or are actively being considered including organisational, legislative, policy or administrative changes regarding how either party is or might be working in the Area of Interest; and
 - (c) advise each other of potential opportunities for applying for funding for education purposes (either jointly or individually with the support of the other party).

9. NGĀ ĀHUTANGA MOTUHAKE – SPECIAL CONDITIONS

- 9.1 The provisions in this Tākai Here are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 2020 or its successors.

10. NGĀ MŌHIOHIO ŌKAWA – OFFICIAL INFORMATION

- 10.1 The Ministry of Education is subject to the requirements of the Official Information Act 1982 (“OIA”).
- 10.2 The Ministry of Education may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Tākai Here (e.g. meeting minutes or correspondence).
- 10.3 The Ministry of Education will where possible notify the Governance Entity and seek its views before releasing any information relating to this Tākai Here. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry of Education in a timely fashion, so that the Ministry of Education is able to meet the statutory timeframes for responding to the relevant request for information.

11. NGĀ HERENGA – LIMITATIONS

- 11.1 The commitments of the Ministry of Education under this Tākai Here are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry of Education and of the government of the day.
- 11.2 The commitments of the Governance Entity under this Tākai Here are limited to the extent that they are within its capability, resources and/or priorities.
- 11.3 In accordance with the principles listed in Section 3, the limitations expressed above at 11.1 and 11.2 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.
- 11.4 Nothing in this Tākai Here:
- (a) impinges on the rangatiratanga and mana of Ngai Tai who are represented by Governance Entity, to express themselves outside of their relationships with the Ministry;
 - (b) requires the Governance Entity to take any action that, if taken, would or could cause it to be in breach of its functions, role and responsibilities; or
 - (c) limits or prevents the Governance Entity from taking any action that, if not taken, in whole or in part, would or could cause it to be in breach of its functions, roles and responsibilities.
- 11.5 Nothing in this Tākai Here shall restrict, limit or prohibit the Governance Entity from meeting its requirements, including its Deed, and its reporting requirements to Ngai Tai.

12. TE TATŪTANGA O NGĀ TAKE – PROBLEM RESOLUTION

- 12.1 If a problem arises in connection with this agreement that cannot be resolved by the contact persons at clauses 8.1 and 8.2, it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Secretary for Education in the case of the Ministry and the CE of the Governance Entity for final resolution.
- 12.2 Where a dispute arises under this Tākai Here, the Parties will make a genuine effort to resolve the dispute through good faith negotiations that may include:
- (a) presentation of evidence to be taken into account on matters relating to this Tākai Here;
 - (b) reasonable time to assess and discuss issues to reach a shared outcome; applying Section 3 of this Tākai Here.

13. TE AROTAHI ME TE WHAKAWHANAKETANGA – REVIEW AND AMENDMENT

- 13.1 The Ministry and the Governance Entity agree that this Tākai Here is a living document that will be reviewed and adapted to take account of future developments and additional opportunities.

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13.2 The Parties may agree in writing to vary the provisions of this Tākai Here.

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14. TE WHAKAPŪMAUTANGA – ATTESTATION

14.1 The Parties agree that these words of this Tākai Here and its appendices, and the spirit and intention of a genuine and meaningful relationship together will guide their way to a greenstone door - tatau pounamu - which looks back on the past and closes it, which looks forward to the future and opens it.

AGREED on [_____ **]**

SIGNED for and on behalf of _____)

The Ministry of Education – Te _____)
Tāhuhu o te Mātauranga _____)

The Honourable Erica Louise Stanford MP

 [Signature]

Minister of the Crown

 [Print Name]

 [Position]

Wherefor in witness to the attestation of the signatory of _____)
 the **Chairperson, [PSGE]** to Clause 14.1 _____)
 I **Sign and Affix** my name _____)

Declared at _____, _____ this _____ day of _____ 20____
 (City, town, or suburb) (Day) (Month)

Before me:

 (Signature of official witness)

 (Printed name of official witness)

 (Qualification of official witness)

SIGNED for and on behalf of _____)

[Governance Entity] as body _____)
 representative for **Ngai Tai** _____)

 [Signature]

Chairperson

 [Print Name]

 [Position]

Wherefor in witness to the attestation of the signatory of _____)
 the **Chairperson, [Governance Entity]** to Clause 14.1 _____)
 I **Sign and Affix** my name _____)

Declared at _____, _____ this _____ day of _____ 20____
 (City, town, or suburb) (Day) (Month)

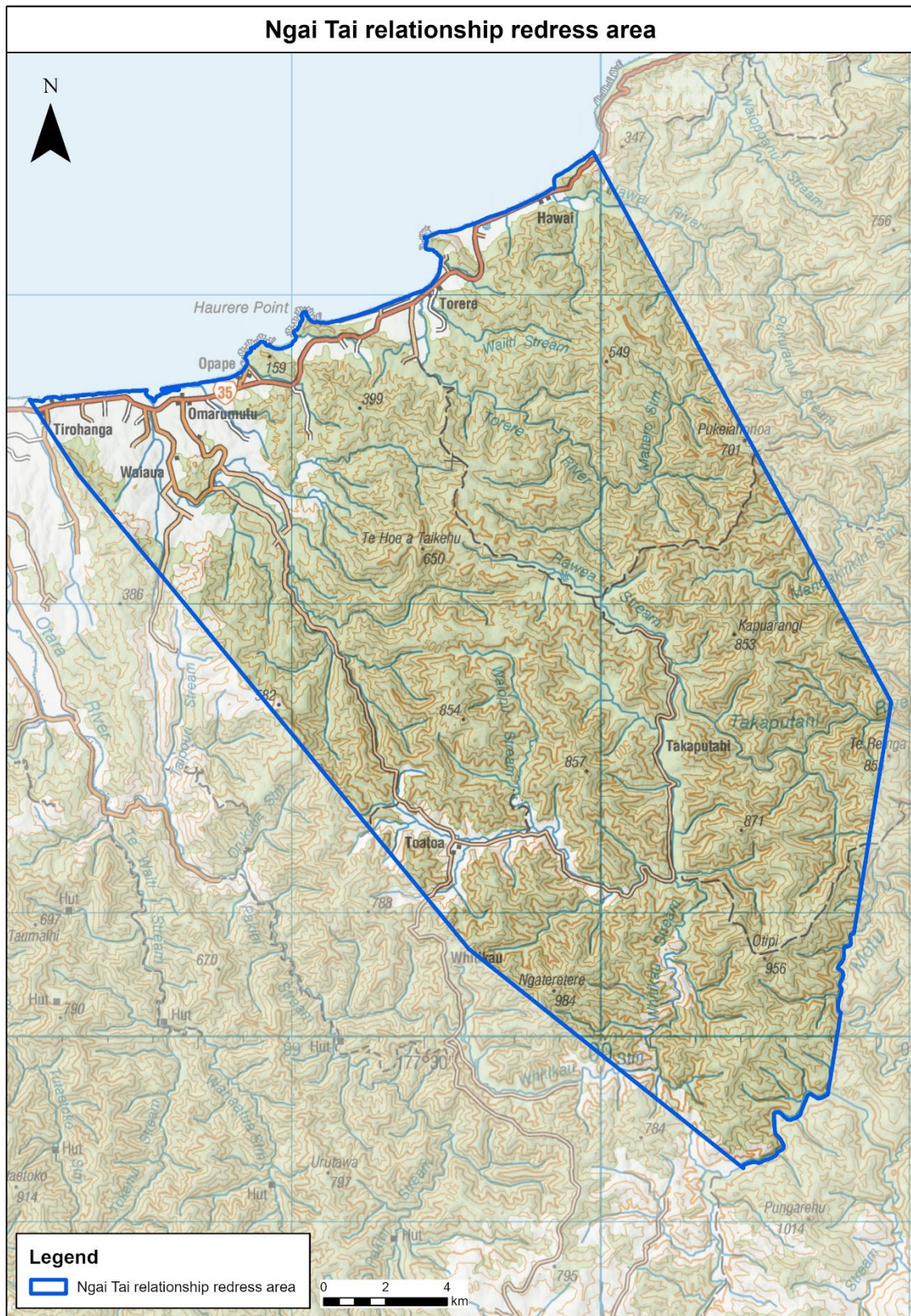
Before me:

 (Signature of official witness)

 (Printed name of official witness)

 (Qualification of official witness)

APPENDIX A – NGAI TAI RELATIONSHIP REDRESS AREA



**5.3 NEW ZEALAND TRANSPORT AGENCY WAKA KOTAHI RELATIONSHIP
AGREEMENT**

Dated

[TBC]

TĀKAI HERE – RELATIONSHIP AGREEMENT

I WAENGA I – BETWEEN

[Governance Entity] as the representative body for NGAI TAI

RAUA KO – AND

WAKA KOTAHI - NEW ZEALAND TRANSPORT AGENCY

**Ngai Tai Manawanui
Ngai Tai Manawaroa
Ngai Tai Manawapohatu**

1. KIA WHAKAMATA TE AHO TĀHUHU

Whakamata refers to the process of casting the whenu to the aho tāhuhu; the first line of whatu. It is called the aho tāhuhu because it is the line strung between the turuturu, from which all whenu are suspended. The tension held in this line provides the stability for every row of whatu that follows. This document sets out who this relationship is between, the values, principles, roles and responsibilities, protocols and terms being agreed to in order to give effect to this Tākai Here.

Ngai Tai and Waka Kotahi - New Zealand Transport Agency enter into this relationship in the spirit of this whakairo:

Mā te whiritahi whakaaro kia toka, Mā te raranga ngātahi tāngata kia tīna

Together in thought as one, shall we be held firm, Together as a woven peoples, shall we endure

1.1. TE WHAKAKITENGA O NGAI TAI – VISION

Ngai Tai has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

Whakapūmautia te mana Motuhake o Ngai Tai

Affirming and upholding the self-determination and autonomy of Ngai Tai

1.2. NGĀ TIKANGA ARATAKI O NGĀ ŪARATANGA – NGAI TAI GUIDE TO RELATIONSHIPS

For this Tākai Here to be grounded, embracing the cultural narratives of Ngai Tai represents a commitment to an enduring partnership that is built through open conversations consistent with two world views. Cultural narratives are how Ngai Tai articulate our heritage, traditions, spiritual connections to the environment and act as powerful enablers in connecting our past to the present resulting in a platform for a sustainable future.

The narratives that surround Ngai Tai provide and serve as grounding roots to our core values. These core values guide our ways of being and doing and therefore are the vital pillars that inform how we should conduct ourselves within the processes and protocols. The Pou (foundations), Uara ('values'), and Mātāpono Engagement Principles) below provide a small insight into how these narratives will guide us as partners and how we will conduct ourselves whilst undertaking the processes and protocols as partners.

1.2.1. NGĀ POU - FOUNDATIONS

Tika	-	Assertive, Accountable and Diligent
Pono	-	Clear, Transparent and Honest
Aroha	-	Respectful and Caring
Manaakitanga	-	Strength of Manaakiao

1.2.2. NGĀ ŪARA - VALUES

Matua te mana | The absolute care, reverence and respect

Ngai Tai are highly anchored on manaakitanga, rooted in the lessons generally from our Atua; taken from Te Whakawehenga, and specifically from our co-founding tupuna Manaakiao; and his example of tiaki tāngata tiaki taiao. This results in Ngai Tai being inclusive and collaborative.

The true essence of respect for one another to place and space will be adhered to through rituals, protocols, collaborations, engagements, and communications.

To each have the authority to execute all protocols and rituals with the total support of all involved. Mana enhancing and Mana responsible are vital concepts that are intrinsic values that guide one and all. This respect requires substantial, long-term, sustainable, and nurturing of intergenerational partnerships.

Matua te tapū | The absolute potential, spirituality and sacredness

Man is neither height nor centre of creation. This belief is core to Ngai Tai epistemology. It underpins our ways of knowing and being that acknowledge kinship networks that extend to, in, and across the tamariki, mokopuna, and uri whakaheke of our Atua and for which hold space in the taiao on land, in water, and in air. We have retained the language and protocols that enable us to dialogue with our non-human kin, creating mutually intelligible discourses across differences in material, vibrancy, and genealogy. This is achieved through wairua.

Our respect for the sacredness of each environment we happen to engage in is also essential and comes with much respect for humanity. Caring for and protecting the environment and its living things is a core value of engagement. We recognise the laws of tapu and noa will inform and impact our relationships and partnerships.

The tradition for Ngai Tai has always been to maintain balance within everything, and therefore the importance and significance of balance in all aspects of this Tā kai Here is an important aspect. We have the balance right through the processes, engagements, interactions, protocols, ensuring that there is tapu, there is noa, where there is ao there is pō.

Matua te toa | Being brave to foster success, attainment and gain

Ngai Tai are encouraged to dream, create, and grow through brave conversations, creative solutions and opportunity sourcing for the benefit of a sustainable, healthy Ngai Tai.

This will be achieved by conduct throughout rituals, protocols, engagements, communications, interactions and advancement of our kaupapa. A solution-focused attitude is the guide that gives impetus to a way of doing that brings aroha to our work.

Matua te rauhi | The absolute humility of service and contribution

The importance of humility and service is significant to provide manaakitanga to each other. This is a critical attribute between parties where humility predicts effective leadership and relationships. Humility is associated with minimising status differences, listening to subordinates, soliciting input, admitting mistakes, and changing course when a plan seems not to work.

1.2.3. NGĀ MĀTĀPONO - PRINCIPLES

Embedded in our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin our relationship with the Crown.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. We expect our partners to act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Ngai Tai permanence and the shared responsibility to uphold that mana.

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

TĀKAI HERE

2. NGĀ TĀPUI (PARTIES)

2.1 This Tākai Here is between:

- (a) [Governance Entity] (the Governance Entity), which represents Ngai Tai, and
- (b) New Zealand Transport Agency ("**Transport Agency**"), a Crown entity established under section 93 of the Land Transport Management Act 2003.

3. KAUPAPA (PURPOSE)

3.1 The purpose of this Tākai Here is to:

- (a) record and recognise that in respecting and recognising the mana of Ngai Tai, it is fundamental that Kia Whakamata te Aho Tāhuhu; including whakakitenga and tikanga arataki, underpins all relationships with Crown agencies.
- (b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting Waka Kotahi New Zealand Transport Agency with Ngai Tai whānau, iwi and whenua; and connecting Ngai Tai with Waka Kotahi New Zealand Transport Agency on land transport matters to meet its obligations to Māori under the Land Transport Management Act 2003, Resource Management Act 1991, and other relevant legislation; and
- (c) facilitate improvements to the wellbeing of the whānau and iwi of Ngai Tai, rehabilitating the cultural, social, and economic strength and success through land transport kaupapa.

3.2 To this end, the parties agree:

- (a) the success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Kia Whakamata Te Aho Tāhuhu; and
- (b) therefore, in good faith, they will give life to Kia Whakamata Te Aho Tāhuhu as set out in this Tākai Here.

3.3 Kia Whakamata Te Aho Tāhuhu are set out at the beginning of this Tākai Here at 1. The parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) working consistently with Te Tiriti o Waitangi;
- (b) working with a 'no surprises' approach;
- (c) working in a spirit of co-operation;
- (d) acknowledging that the relationship is flexible and evolving;
- (e) respecting the independence of the Parties and their individual roles and responsibilities; and
- (f) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise.

4. NGĀ POU Ō WAKA KOTAHI (VISION, VALUES AND PRINCIPLES OF THE TRANSPORT AGENCY)

4.1 The Transport Agency's Vision (Te Whakakitenga) in terms of its Māori Strategy (Te Ara Kotahi) is:

Ko koe ki tēnā ko au ki tēnei kīwai o te kete

The Transport Agency and Māori working together to succeed for a better New Zealand

4.2 The Transport Agency has adopted a number of values (Ngā Uara) and principles (Mātāpono) in the context of Te Ara Kotahi.

5.3: NEW ZEALAND TRANSPORT AGENCY WAKA KOTAHI RELATIONSHIP AGREEMENT

- (a) Ngā Uara (Values)
- (i) **Rangatiratanga** – We respect each other as partners and therefore value each other's aspirations, positions, roles and expertise.
 - (ii) **Manaakitanga** – We exercise care and aim to carry out work which is mana enhancing and supportive.
 - (iii) **Kaitiakitanga** – We recognise that the environment is a taonga that must be managed carefully. We recognise that Māori have a responsibility and obligation of care over their communities and environments.
 - (iv) **Whanaungatanga** – We foster meaningful and enduring relationships based on good faith, mutual respect, understanding and trust.
 - (v) **Te Tiriti o Waitangi** - We recognise, respect and uphold the principles of Te Tiriti o Waitangi.
 - (vi) **Mana o Te Reo Māori** – Te Reo Māori is highly valued by Māori and the Transport Agency. We will actively promote Te Reo Māori where possible and appropriate.
- (b) Mātāpono (Principles)
- (a) **Huna Kore** - We value a no surprises approach and information flows both ways.
 - (b) **Auahatanga** – We will focus on creativity and innovation to achieve better outcomes.
 - (c) **Whakapono** – We act with integrity and honesty.
 - (d) **Partnership** – We act reasonably, honourably, and in good faith.
 - (e) **Participation** – We will encourage and make it easier for Māori to more actively participate in the Transport Agency's business.
 - (f) **Protection** - We will take positive steps to ensure that Māori interests are protected as appropriate.
 - (g) **Recognition of Cultural Values** – We will recognise and provide for Māori perspectives, tikanga (customs) Te Reo Māori and kawa (protocols) in the work we do.

5. KOTAHITANGA (HOW THE PARTIES WILL WORK TOGETHER)
NGĀ TIKANGA WHAKAPĀ (ENGAGEMENT)

- 5.1 The Parties will work together in good faith to identify where a project, within the Transport Agency's responsibilities, will have an influence and or impact on Ngai Tai.
- 5.2 The Parties will work together in good faith to identify where a project residing within the mana of Ngai Tai responsibilities, will have an influence and or impact on the Transport Agency.
- 5.3 The parties will operate on a Rangatira ki te Rangatira, Mana ki te Mana model. At a practical level, this is achieved through three levels of engagement:
- (a) **Level One / Tāhuhu: (Strategic Planning & Accountability):** engagement at the Pou level – between Chief Executive(s) of the Governance Entity, the Transport Agency Chief Executive and when necessary, members of the Transport Agency's executive leadership team, and members of the Governance Entity's leadership team.
 - (b) **Level Two / Pou: (The Advisor Bridge & Operational Management):** engagement between the Governance Entity's Relationship Manager(s) and the Transport Agency's regional teams and Relationship Managers.

DOCUMENTS

5.3: NEW ZEALAND TRANSPORT AGENCY WAKA KOTAHI RELATIONSHIP AGREEMENT

- (c) **Level Three / Ringa mākuru (Operational Technical Tier):** Operational engagement between Ngai Tai technical advisors, environmental specialists, or kaitiaki, and the Transport Agency's technical advisors and subject matter experts.

5.4 The Parties commit to engaging with each other through the following mechanisms:

- (a) the parties agree to meet annually or at any other time or frequency as they may agree.
- (b) hold meetings as required at both strategic and operational levels as mutually agreed.

6. TE KŌPUNI Ā-TAU (ANNUAL RELATIONSHIP MEETING)

6.1 The Parties agree that senior representatives of the Governance Entity and of the Transport Agency will participate in an annual relationship meeting; and

- (a) any other individuals that the parties agree should attend.

6.2 Before each relationship meeting held, representatives of the Governance Entity and the Transport Agency will agree administrative arrangements for the meeting including the agenda.

6.3 The objectives of meetings held under this clause are to discuss:

- (a) the specific health and wellbeing of the relationship between the Transport Agency and Ngai Tai;
- (b) the status of Transport Agency projects and/or maintenance programme in the Ngai Tai Relationship Redress Area;
- (c) the status of Ngai Tai projects which may impact on the state highway or land transport more generally;
- (d) opportunities for the parties to work together on matters of shared interest;
- (e) actions that may be taken to help the Governance Entity and the Transport Agency achieve the vision and mission in the Governance Entity Strategic Plan; and
- (f) any issues of concern or other matters relevant to this Tākai Here.

6.4 Meetings will be held on dates and at venues agreed to by the parties.

6.5 At least 10 working days before each meeting, each of the parties must provide the other with a suggested list of agenda items for the meeting.

6.6 The first relationship meeting will take place within three months of a written request by the Governance Entity.

6.7 At the initial annual meeting, the Parties will agree priority topics.

6.8 The Transport Agency will, unless agreed otherwise, provide the secretariat functions for the meeting, including:

- (a) preparing the final agenda for, and giving notice of, meetings;
- (b) supplying necessary technology support; and
- (c) preparing the minutes of meetings using jointly agreed conventions.

7. GENERAL COMMITMENTS

The parties intend that the relationship agreement will provide for a positive, collaborative and enduring relationship into the future by:

DOCUMENTS

5.3: NEW ZEALAND TRANSPORT AGENCY WAKA KOTAHI RELATIONSHIP AGREEMENT

- (a) providing a schedule of forward works for proposed transport activities within the Ngai Tai Relationship Redress Area upon request;
- (b) enabling Ngai Tai to a pre-season meeting with the regional Transport Agency team to discuss the opportunities and impacts of the forward works schedule;
- (c) facilitating opportunities for Ngai Tai to engage with the Transport Agency's project suppliers operating within the Ngai Tai Relationship Redress Area regarding early career employment pathways, in accordance with applicable laws and practice
- (d) supporting Ngai Tai to promote and increase uri participation in STEM education and career pathways through the Transport Agency's education initiatives
- (e) applying Kia Whakamata te Aho Tāhuhu and the Whole of Government Mana Ōrite principles when handling and sharing Ngai Tai data;
- (f) providing information in a timely fashion to the Ngai Tai about the Transport Agency's projects and maintenance programmes in the Ngai Tai Relationship Redress Area.

8. NGĀ ARA WHAKAPĀ (CONTACT DETAILS)

8.1 As at the date of signing this Tākai Here, the key contact persons for each of the parties is as follows:

- (a) for the Transport Agency, [Andrew Corkill, Director of Regional Relationships, Andrew.Corkill@nzta.govt.nz]; and
- (b) for the Governance Entity, [Name, Position, email address].

8.2 Each party may change its contact person by providing written notice to the other party at any time.

9. TE NOHO MATATAPU (CONFIDENTIALITY)

9.1 The parties do not intend for the existence of this Tākai Here or information provided by them under this Tākai Here to be confidential.

9.2 However, if a party wishes to provide confidential information to the other party under this Tākai Here, that party will notify the other party that the information is provided on a confidential basis. Either party in receipt of confidential information must:

- (a) keep it in the recipient's possession and treat it as confidential;
- (b) not use any confidential information belonging to the other party for any purpose other than as required under this Tākai Here;
- (c) only disclose confidential information in order to meet a legal requirement, or as otherwise agreed; and
- (d) obtain prior written approval from the other party before disclosing any confidential information.

9.3 Nothing in this clause 6 shall restrict, limit or prohibit the Transport Agency from meeting its statutory requirements, including under the Official Information Act 1982.

9.4 Nothing in this clause 6 shall restrict, limit or prohibit the Governance Entity from meeting its requirements, including its Deed, and its reporting requirements to Ngai Tai.

9.5 COSTS

9.6 Each party must meet its own costs and expenses relating to its obligations under this Relationship Agreement, including any costs or expenses relating to a meeting held under clause 6.

10. LIABILITY

5.3: NEW ZEALAND TRANSPORT AGENCY WAKA KOTAHI RELATIONSHIP AGREEMENT

- 10.1 The parties will not be liable to the other for any costs, liability, damages, loss, claims or proceedings of any nature arising out of this Relationship Agreement.

11. NGĀ ĀRETANGA (LIMITATIONS)

- 11.1 Nothing in this Tākai Here:

- (a) impinges on the rangatiratanga and mana of Governance Entity, Ngai Tai who are represented by Governance Entity, or other iwi/hapū in their relationships with the Transport Agency;
- (b) requires the Governance Entity to take any action that, if taken, would or could cause it to be in breach of its functions, role and responsibilities; or
- (c) limits or prevents the Governance Entity from taking any action that, if not taken, in whole or in part, would or could cause it to be in breach of its functions, roles and responsibilities.
- (d) requires the Transport Agency to take any action that, if taken, would or could cause it to be in breach of its statutory functions, role and responsibilities; or
- (e) limits or prevents the Transport Agency from taking any action that, if not taken, in whole or in part, would or could cause it to be in breach of its statutory functions, roles and responsibilities.

- 11.2 The parties do not intend for this Tākai Here to be legally binding.

12. TE NOHO PONO (COMMUNICATION)

- 12.1 The Parties commit to:

- (a) maintain effective communication with one another on any concerns and issues arising from this Tākai Here and its implementation;
- (b) provide reasonable opportunities for meetings of relevant management and staff;
- (c) provide reasonable opportunities to train relevant employees of the Parties to ensure they are made aware of this Tākai Here and the practical tasks which flow from it;

13. TE WHAKARITE WHANONGA (DISPUTE RESOLUTION)

- 13.1 Where a dispute arises under this Tākai Here, the parties will make a genuine effort to resolve the dispute through good faith negotiations that may include:

- (a) presentation of evidence to be taken into account on matters relating to this Tākai Here;
- (b) reasonable time to assess and discuss issues to reach a shared outcome;
- (c) applying the KIA WHAKAMATA TE AHO TĀHUHU section of this Tākai Here; and
- (d) engage the signatory witness(s) named in clause 15 to understand the spirit and intention of the party they are a witness to.

14. TE WHAKARAUORA ME TE WHAKATIKA (REVIEW AND AMENDMENT)

- 14.1 The parties will review this Tākai Here periodically, as agreed by the parties, to ensure that it remains fit for purpose.

- 14.2 The parties may amend this Tākai Here, at any time, by agreement in writing.

15. TE WĀ WHAKAHAERE (TERM)

- 15.1 This Tākai Here is effective from the date that it was signed by both parties.

- 15.2 Either party may withdraw from this Tākai Here by giving two weeks written notice to the other party.

DOCUMENTS

5.3: NEW ZEALAND TRANSPORT AGENCY WAKA KOTAHI RELATIONSHIP AGREEMENT

- 15.3 Before giving such notice, the parties will work together in good faith to resolve any issues that are the basis for the proposed withdrawal.

DOCUMENTS

5.3: NEW ZEALAND TRANSPORT AGENCY WAKA KOTAHI RELATIONSHIP AGREEMENT

16. TE WHAKAPŪMAUTANGA (ATTESTATION)

- 16.1 The parties agree that these words of this Tākai Here and the spirit and intention of a genuine and meaningful relationship together will guide their way to a greenstone door - tatau pounamu - which looks back on the past and closes it, which looks forward to the future and opens it.

SIGNED for and on behalf of the
Governance Entity as the body
representative for **NGAI TAI** by

)

)

Signature

Chairperson

Print name

)

[Position]

In the presence of:

Witness Signature: _____

Witness Name: _____

Occupation: _____

Address: _____

SIGNED for and on behalf of the
NEW ZEALAND TRANSPORT AGENCY
by

)

)

Signature

Print name

)

[Position]

In the presence of:

Witness Signature: _____

Witness Name: _____

Occupation: _____

Address: _____

6. LETTERS OF INTRODUCTION

6.1 LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

6.1: LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

[To Justice sector agencies (Department of Corrections, Ministry of Justice, and New Zealand Police)]

<Date>

<Name>

<Position>

<Organisation>

By email: [XXX](#)

Tēnā koe

Ngai Tai Treaty Settlement – Letter of introduction

This letter formally introduces you to [PSGE] as the post-settlement governance entity (**the Trust**) established as the representative body for Ngai Tai. On [date] the Crown and Ngai Tai signed the Ngai Tai Deed of Settlement, Ngakingaki Te Whenua, to settle the historical Te Tiriti o Waitangi/Treaty of Waitangi claims of Ngai Tai. Please find a summary of the Deed of Settlement attached at **Appendix One** for your information.

Who are Ngai Tai?

Information provided by Ngai Tai follows:

Mā wai e tō? Kāti, mā te takitini o Ngai Tai e tō, ko Tōrere te kei o te waka. Hei taurahere ki te waka, hei pouhere ki te whenua.

Who shall pull (the waka)? Indeed, let the multitudes of Ngai Tai pull, with Tōrere at the stern of our endeavours. A binding cord to the canoe, a tethering post to the land.

Ngai Tai descend from the union of the eponymous ancestors Mana-a-kiao; descended from Toi and Huiarei, and Tōrerenuiarua; daughter of Hoturoa o Tainui.

Mana-a-kiao fed Tōrerenuiarua according to her chiefly status, and together they became the progenitors of the Ngai Tai people beginning with their son Tainui.

Tainui beget Tairoa; Tairoa beget Tai Manawapohatu; Tai-Manawapohatu beget Tai.

From Tai descends the people of Ngai Tai.

6.1: LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

Ngai Tai have traditionally maintained customary connections to many localities and sites within their Settlement Redress Area, with their tūrangawaewae in the Eastern Bay of Plenty.

Today the heart of Ngai Tai is centred in Tōrere, Ōpōtiki District, Bay of Plenty and where their marae matua Tōrerenuiarua, and hāpori are located. A map of their Relationship Redress Area is attached at **Appendix Two**.

As original 1840 signatories to Te Tiriti o Waitangi/Treaty of Waitangi, the iwi possesses distinct customary authority. Historical Crown actions disrupted the economic base of Ngai Tai. Ngai Tai consider Crown actions have contributed to systemic inequities within the justice system, requiring continued engagement to reverse.

Ngai Tai relationship aspirations

In Ngakingaki Te Whenua, the Crown acknowledges historical grievances of Ngai Tai and has committed redress in settlement. The Crown, Crown entities, and local authorities have an important role in strengthening their relationship with Ngai Tai to support an effective, meaningful, and enduring Treaty-based relationship. Ngai Tai consider this a matter of great importance in their role as tāngata whenua and kaitiaki within the Ngai Tai Relationship Redress Area.

Ngai Tai has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of central and local government agencies to foster co-operation based on shared goals. In Ngakingaki Te Whenua, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngai Tai and relevant entities and authorities in their Relationship Redress Area.

Your agencies note that you exercise distinct statutory functions and decision-making responsibilities. However, they recognise the importance of maintaining an effective and enduring relationship, supported by open communication, mutual understanding, and appropriate engagement as justice sector agencies.

Accordingly, I am writing to introduce you to the Trust as the governance entity for Ngai Tai and to provide you with a copy of the Ngai Tai value framework (attached at **Appendix Three**). In doing so, I am hopeful you and the Trust can build a positive and enduring relationship.

Acknowledging that you may already be in contact, I invite your agencies to contact Ngai Tai through the Trust to explore the best ways in which to engage in the future and discuss matters of mutual interest. This will support a healthy and durable relationship between the parties going forward.

The Chair of the Trust is [name] who may be reached at [email]. The postal address for the Trust is:

[PSGE]

PO Box XXXX

XXX

6.1: LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

If you have any further questions, please contact the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau at contactus@whakatau.govt.nz.

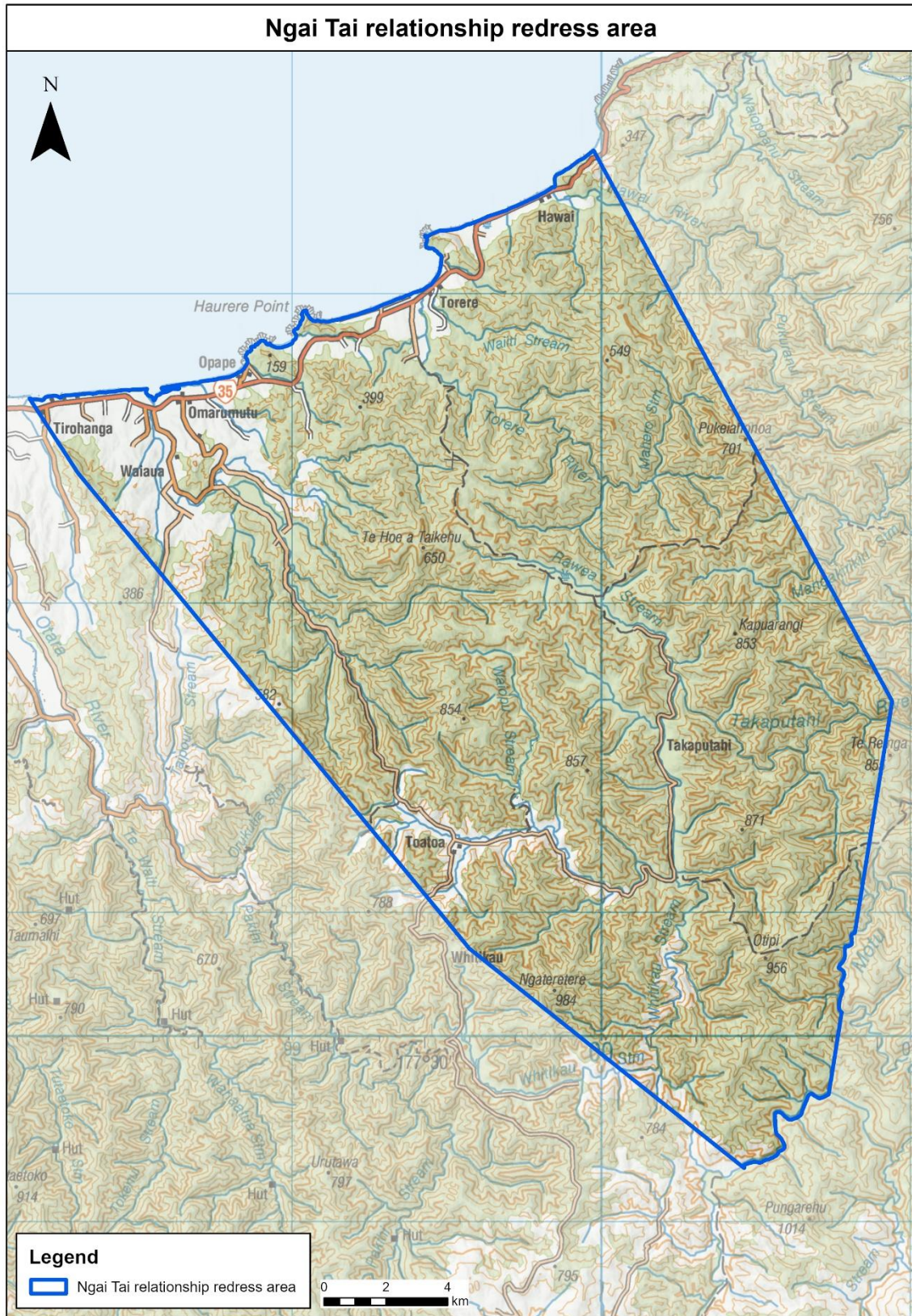
Nāku noa, nā

Justine Smith

Tumu Whakarae – Chief Executive

APPENDIX ONE: NGAI TAI DEED OF SETTLEMENT SUMMARY

- APPENDIX TWO: NGAI TAI RELATIONSHIP REDRESS AREA



APPENDIX THREE: NGAI TAI VALUES FRAMEWORK**Kia Whakamata Te Aho Tāhuhu Ngā Tāpui – Foundational Architecture***Ngai Tai Manawanui**Ngai Tai Manawaroa**Ngai Tai Manawapohatu*

Whakamata refers to the process of casting the whenu to the aho tāhuhu; the first line of whatu. It is called the aho tāhuhu because it is the core line strung between the turuturu, from which all subsequent whenu are suspended. The immutable tension held in this foundational line provides the stability, safety, and structural integrity for every row of whatu that follows.

This Framework sets out foundational relationship architecture: expressing values and principles, to give full life to engagement practices. This Framework is therefore underpinned by the Punawhakairo:

*Mā te whiritahi whakaaro kia toka, Mā te raranga ngātahi tāngata kia tīna**Together in thought as one, shall we be held firm; Together as an intertwined peoples, shall we endure***Te Whakakitenga o Ngai Tai – Vision**

Ngai Tai has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

*Whakapumautia Te Mana Motuhake o Ngai Tai***Ngā Tikanga Arataki o Ngā Ūaratanga – Ngai Tai Guide to Relationships**

For this letter to be grounded, embracing the cultural narratives of Ngai Tai represents a commitment to an enduring partnership that is built through active co-design and shared decision-making. Cultural narratives are how Ngai Tai articulate our heritage, traditions, spiritual connections to the environment and act as powerful enablers in connecting our past to the present resulting in a platform for a sustainable future.

The narratives that surround Ngai Tai provide and serve as grounding roots to our core values. These core values guide our ways of being and doing and therefore are the vital pillars that inform how we should conduct ourselves within the processes and protocols. The Pou (foundations), Uara ('values') Mātāpono (Engagement Principles) below provide a small insight into how these narratives guide us as partners and how we conduct ourselves whilst undertaking the processes and protocols as partners.

Ngā Pou – Foundations

The following shall act as foundations:

6.1: LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

Tika	-	Assertive, Accountable and Diligent
Pono	-	Clear, Transparent and Honest
Aroha	-	Respectful and Caring
Manaakitanga	-	Strength of Manaakiao

Ngā Ūara – Values*Matua te mana | The absolute care, reverence and respect*

Ngai Tai are highly anchored on manaakitanga rooted in the lessons generally from our Atua; taken from Te Whakawehenga, and specifically from our co-founding tupuna Manaakiao; and his example of tiaki tāngata tiaki taiao. This results in Ngai Tai being inclusive and collaborative. The true essence of respect for one another to place and space will be adhered to through rituals, protocols, collaborations, engagements, and communications.

To each have the authority to execute all protocols and rituals with the total support of all involved. Mana enhancing and Mana responsible are vital concepts that are intrinsic values that guide one and all. This respect requires substantial, long-term, sustainable, and nurturing of intergenerational partnerships.

Matua te tapū | The absolute potential, spirituality and sacredness

Man is neither height nor centre of creation. This belief is core to Ngai Tai epistemology. It underpins our ways of knowing and being that acknowledge kinship networks that extend to, in, and across the tamariki, mokopuna, and uri whakaheke of our Atua and for which hold space in the taiao on land, in water, and in air. We have retained the language and protocols that enable us to dialogue with our non-human kin, creating mutually intelligible discourses across differences in material, vibrancy, and genealogy. This is achieved through wairua.

Our respect for the sacredness of each environment we happen to engage in is also essential and comes with much respect from humanity. Caring for and protecting the environment and its living things is a core value of engagement. We recognise the laws of tapu and noa will inform and impact our relationships and partnerships.

The tradition for Ngai Tai has always been to maintain balance within everything, and therefore the importance and significance of balance in all aspects of this Tāka Here is an important aspect. We have the balance right through the processes, engagements, interactions, protocols, ensuring that there is tapu, there is noa, where there is ao there is pō.

Matua te toa | Being brave to foster success, attainment and gain

Ngai Tai are encouraged to dream, create, and grow through brave conversations, creative solutions and opportunity sourcing for the benefit of a sustainable, healthy Ngai Tai.

6.1: LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

This will be achieved by conduct throughout rituals, protocols, engagements, communications, interactions and advancement of our kaupapa. A solution-focused attitude is the guide that gives impetus to a way of doing that brings aroha to our work.

Matua te rauhi | The absolute humility of service and contribution

The importance of humility and service is significant to provide manaakitanga to each other. This is a critical attribute between parties where humility predicts effective leadership and relationships. Humility is associated with minimising status differences, listening to subordinates, soliciting input, admitting mistakes, and changing course when a plan seems not to work.

Ngā Mātāpono – Principles

Embedded in our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin our relationships.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. The Parties must act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Ngai Tai permanence and the shared responsibility to uphold that mana

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

Ngai Tai guidance to Ngā Mātāpono

Ngai Tai Mātāpono	How agencies can give life to the values
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	• Engage with Ngai Tai to gain a deeper understanding of Kia Whakamata Te Aho Tāhuhu and the unique aspirations of Ngai Tai • Start the process of how to align activities and projects Kia Whakamata Te Aho Tāhuhu. • Ensure collaboration with Ngai Tai in decision-making processes and that decisions are made in a mana enhancing manner. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. • Promptly discuss, and meaningfully address, any concerns raised regarding giving effect to Kia Whakamata Te Aho Tāhuhu.

6.1: LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

Toitū Te Mana Relationship of Authority Recognition of the permanence of Ngai Tai mana and the shared responsibility to uphold that mana.	• Recognise Ngai Tai as tāngata whenua and value the significant role of Ngai Tai whānau and hapori in leading and engaging at all tiers of the system such as agencies working with Ngai Tai to address issues impacting the local community and adopting a collaborative approach to finding solutions. • Respect the mana motuhake and tino rangatiratanga of Ngai Tai and help empower them to participate and make informed decisions. • Support any opportunity to engage in a way that aligns Kia Whakamata Te Aho Tāhuhu and values contributions and perspectives of Ngai Tai. • Ngai Tai are informed and involved at a strategic level from the outset, in business planning, local decision making, inclusive of regional policy design and implementation frameworks, projects and initiatives. • Respecting the mana of Ngai Tai and the values and tikanga expressed Kia Whakamata Te Aho Tāhuhu.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	• Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, environmental, social and economic well-being of Ngai Tai. • Engage with Ngai Tai in relation to policies and practices that prioritise the health and wellbeing of the taiao and its inhabitants, both now and for the future generations. • Provide information to, and ensure effective reporting for, Ngai Tai to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.

6.2 LETTER OF INTRODUCTION TO NGĀ TAONGA SOUND AND VISION

[To Ngā Taonga Sound & Vision]

<Date>

<Name>

<Position>

<Organisation>

By email: [XXX](#)

Tēnā koe

Ngai Tai Treaty Settlement – Letter of introduction

This letter formally introduces you to [governance entity name] (**the Trust**) established as the post-settlement governance entity for Ngai Tai. On [date] the Crown and Ngai Tai signed Ngakingaki Te Whenua, the Ngai Tai Deed of Settlement, to settle the historical Te Tiriti o Waitangi/Treaty of Waitangi claims of Ngai Tai. Please find a summary of the Deed of Settlement attached at **Appendix One** for your information.

Who are Ngai Tai?

A description provided by Ngai Tai is provided below.

Mā wai e tō? Kāti, mā te takitini o Ngai Tai e tō, ko Tōrere te kei o te waka. Hei taurahere ki te waka, hei pouhere ki te whenua.

Who shall pull (the waka)? Indeed, let the multitudes of Ngai Tai pull, with Tōrere at the stern of our endeavours. A binding cord to the canoe, a tethering post to the land.

Ngai Tai descend from the union of the eponymous ancestors Mana-a-kiao; descended from Toi and Huiarei, and Tōrerenuiarua; daughter of Hoturoa o Tainui.

Mana-a-kiao fed Tōrerenuiarua according to her chiefly status, and together they became the progenitors of the Ngai Tai people beginning with their son Tainui.

Tainui beget Tairoa; Tairoa beget Tai Manawapohatu; Tai-Manawapohatu beget Tai.

From Tai descends the people of Ngai Tai.

Ngai Tai have traditionally maintained customary connections to many localities and sites within their Relationship Redress Area, with their tūrangawaewae in the Eastern Bay of Plenty.

Today the heart of Ngai Tai is centred in Tōrere, Ōpōtiki District, Bay of Plenty and where their marae matua Tōrerenuiarua, and hāpori are located. A map of their Relationship Redress Area is attached at **Appendix Two**.

Ngai Tai holds an unbroken cultural tenure over its ancestral lands, marine, and air spaces, deeply anchored in kōrero whakawhenua and kōrero tuku iho shared via audio-recordings and

imagery. Through their distinct identity and heritage Ngai Tai seek pathways to continue to tiaki their oral histories, traditions, and cultural taonga captured in audio-visual formats.

Relationship Ngai Tai seek

Ngai Tai has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of agencies and institutions to foster co-operation based on shared goals. In Ngakingaki Te Whenua, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngai Tai and relevant entities and authorities in their area of interest. The Crown remains deeply committed to facilitating the meaningful introductions between the iwi and vital national institutions. This introduction serves as a formal enduring bridge to foster mutual respect, collaboration, and partnership.

As an independent charitable trust tasked with archiving Aotearoa audiovisual heritage, Ngā Taonga Sound & Vision holds or may come to hold invaluable digital, moving image, and audio material relevant to the history, landscape, and people of Ngai Tai. The Crown highly values your role as caretakers of these treasures.

Accordingly, I am writing to introduce you to the Trust as the post-settlement governance entity for Ngai Tai and to provide you with a copy of the Ngai Tai values framework (attached at **Appendix Three**). In doing so, I am hopeful you and the Trust can build a positive and enduring relationship.

Acknowledging that you may already be in contact, I ask that Ngā Taonga Sound & Vision contact Ngai Tai through the Trust to explore the best ways in which to engage into the future and discuss matters of mutual interest.

The Chair of the Trust is [name] who may be reached at [email]. The postal address for the Trust is:

[PSGE]

PO Box XXXX

XXX

If you have any further questions, please contact the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau at contactus@whakatau.govt.nz.

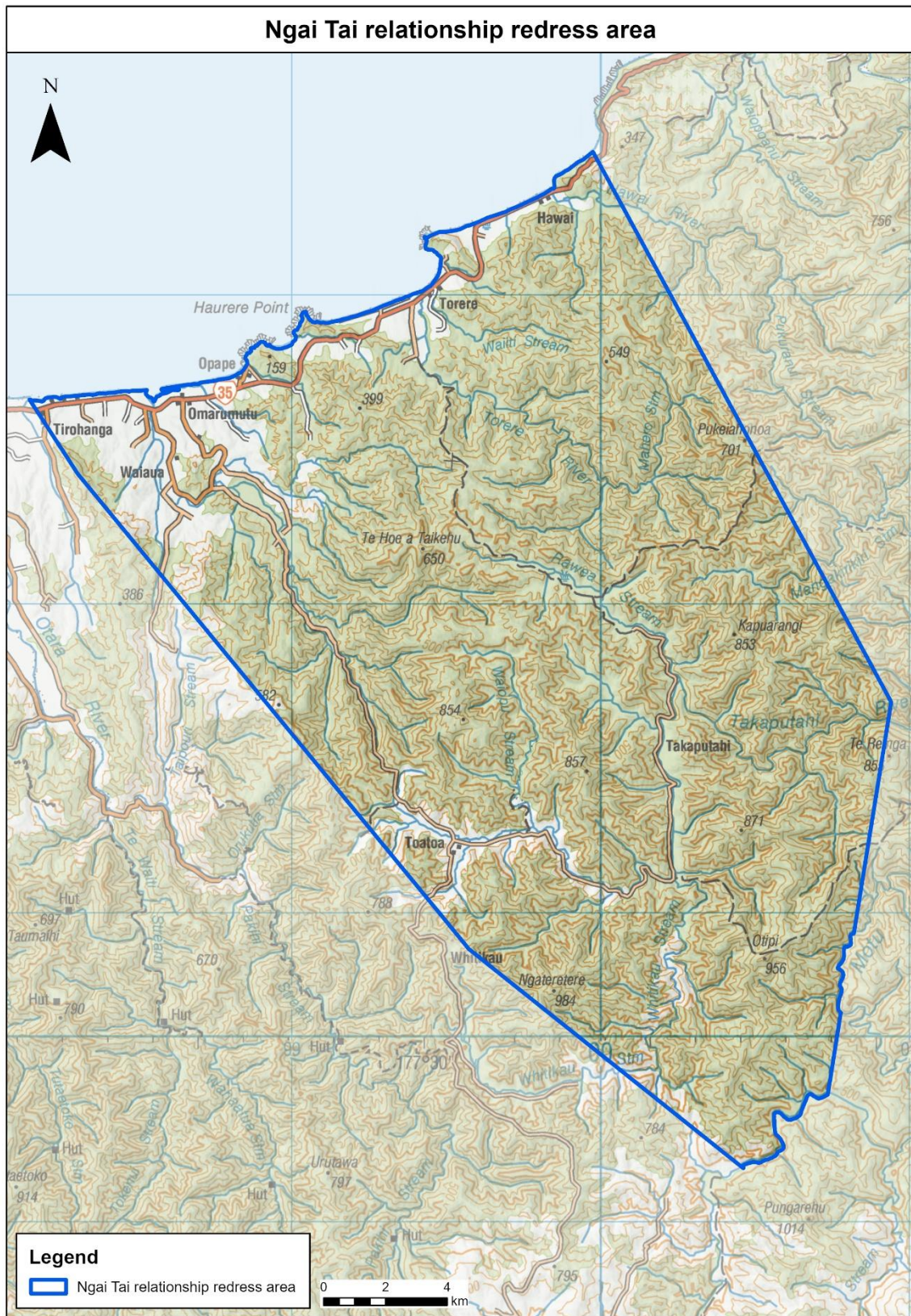
Nāku noa, nā

Justine Smith

Tumu Whakarae – Chief Executive

APPENDIX ONE: NGAI TAI DEED OF SETTLEMENT SUMMARY

APPENDIX TWO: NGAI TAI RELATIONSHIP REDRESS AREA



APPENDIX THREE: NGAI TAI VALUES FRAMEWORK

Kia Whakamata Te Aho Tāhuhu Ngā Tāpui – Foundational Architecture*Ngai Tai Manawanui**Ngai Tai Manawaroa**Ngai Tai Manawapohatu*

Whakamata refers to the process of casting the whenu to the aho tāhuhu; the first line of whatu. It is called the aho tāhuhu because it is the core line strung between the turuturu, from which all subsequent whenu are suspended. The immutable tension held in this foundational line provides the stability, safety, and structural integrity for every row of whatu that follows.

This Framework sets out foundational relationship architecture: expressing values and principles, to give full life to engagement practices. This Framework is therefore underpinned by the Punawhakaio:

Mā te whiritahi whakaaro kia toka, Mā te raranga ngātahi tāngata kia tīna

Together in thought as one, shall we be held firm; Together as an intertwined peoples, shall we endure

Te Whakakitenga o Ngai Tai – Vision

Ngai Tai has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

*Whakapumautia Te Mana Motuhake o Ngai Tai***Ngā Tikanga Arataki o Ngā Ūaratanga – Ngai Tai Guide to Relationships**

Embracing the cultural narratives of Ngai Tai demonstrates a commitment to an enduring partnership built through active co-design and shared decision-making. Cultural narratives are how Ngai Tai articulate our heritage, traditions, spiritual connections to the environment and act as powerful enablers in connecting our past to the present resulting in a platform for a sustainable future.

The narratives that surround Ngai Tai provide and serve as grounding roots to our core values. These core values guide our ways of being and doing and therefore are the vital pillars that inform how we should conduct ourselves within the processes and protocols. The Pou (foundations), Uara ('values') Mātāpono (Engagement Principles) below provide a small insight into how these narratives guide us as partners and how we conduct ourselves whilst undertaking the processes and protocols as partners.

Ngā Pou – Foundations

The following shall act as foundations:

Tika	-	Assertive, Accountable and Diligent
Pono	-	Clear, Transparent and Honest
Aroha	-	Respectful and Caring
Manaakitanga	-	Strength of Manaakiao

Ngā Ūara – Values

Matua te mana | The absolute care, reverence and respect

Ngai Tai are highly anchored on manaakitanga rooted in the lessons generally from our Atua; taken from Te Whakawehenga, and specifically from our co-founding tupuna Manaakiao; and his example of tiaki tāngata tiaki taiao. This results in Ngai Tai being inclusive and collaborative. The true essence of respect for one another to place and space will be adhered to through rituals, protocols, collaborations, engagements, and communications.

To each have the authority to execute all protocols and rituals with the total support of all involved. Mana enhancing and Mana responsible are vital concepts that are intrinsic values that guide one and all. This respect requires substantial, long-term, sustainable, and nurturing of intergenerational partnerships.

Matua te tapū | The absolute potential, spirituality and sacredness

Man is neither height nor centre of creation. This belief is core to Ngai Tai epistemology. It underpins our ways of knowing and being that acknowledge kinship networks that extend to, in, and across the tamariki, mokopuna, and uri whakaheke of our Atua and for which hold space in the taiao on land, in water, and in air. We have retained the language and protocols that enable us to dialogue with our non-human kin, creating mutually intelligible discourses across differences in material, vibrancy, and genealogy. This is achieved through wairua.

Our respect for the sacredness of each environment we happen to engage in is also essential and comes with much respect from humanity. Caring for and protecting the environment and its living things is a core value of engagement. We recognise the laws of tapu and noa will inform and impact our relationships and partnerships.

The tradition for Ngai Tai has always been to maintain balance within everything, and therefore the importance and significance of balance in all aspects of this Tāka Here is an important aspect. We have the balance right through the processes, engagements, interactions, protocols, ensuring that there is tapu, there is noa, where there is ao there is pō.

Matua te toa | Being brave to foster success, attainment and gain

Ngai Tai are encouraged to dream, create, and grow through brave conversations, creative solutions and opportunity sourcing for the benefit of a sustainable, healthy Ngai Tai.

This will be achieved by conduct throughout rituals, protocols, engagements, communications, interactions and advancement of our kaupapa. A solution-focused attitude is the guide that gives impetus to a way of doing that brings aroha to our work.

6.2: LETTER OF INTRODUCTION TO NGĀ TAONGA SOUND AND VISION

Matua te rauhi | The absolute humility of service and contribution

The importance of humility and service is significant to provide manaakitanga to each other. This is a critical attribute between parties where humility predicts effective leadership and relationships. Humility is associated with minimising status differences, encouraging active listening, soliciting input, admitting mistakes, and changing course when a plan seems not to work.

Ngā Mātāpono – Principles

Embedded in our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin our relationship with the Crown.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. The Parties must act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Ngai Tai permanence and the shared responsibility to uphold that mana

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

Ngai Tai guidance to Ngā Mātāpono

Ngai Tai Mātāpono	How agencies can give life to the values
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	• Engage with Ngai Tai to gain a deeper understanding of Kia Whakamata Te Aho Tāhuhu and the unique aspirations of Ngai Tai • Start the process of how to align activities and projects with Kia Whakamata Te Aho Tāhuhu. • Ensure collaboration with Ngai Tai in decision-making processes and that decisions are made in a mana enhancing manner. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. • Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Kia Whakamata Te Aho Tāhuhu.

6.2: LETTER OF INTRODUCTION TO NGĀ TAONGA SOUND AND VISION

Toitū Te Mana Relationship of Authority Recognition of the permanence of Ngai Tai mana and the shared responsibility to uphold that mana.	• Recognise Ngai Tai as tāngata whenua and value the significant role of Ngai Tai whānau and hapori in leading and engaging at all tiers of the system such as agencies working with Ngai Tai to address issues impacting the local community and adopting a collaborative approach to finding solutions. • Respect the mana motuhake and tino rangatiratanga of Ngai Tai and help empower them to participate and make informed decisions. • Support any opportunity to engage in a way that aligns with Kia Whakamata Te Aho Tāhuhu and values contributions and perspectives of Ngai Tai. • Ngai Tai are informed and involved at a strategic level from the outset, in business planning, local decision making, inclusive of regional policy design and implementation frameworks, projects and initiatives. • Respecting the mana of Ngai Tai and the values and tikanga expressed through Kia Whakamata Te Aho Tāhuhu.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	• Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, environmental, social and economic well-being of Ngai Tai. • Engage with Ngai Tai in relation to policies and practices that prioritise the health and wellbeing of the taiao and its inhabitants, both now and for the future generations. • Provide information to, and ensure effective reporting for, Ngai Tai to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.

6.3 LETTER OF INTRODUCTION TO ŌPŌTIKI DISTRICT COUNCIL

[To Ōpōtiki District Council]

<Date>

<Name>

<Position>

<Organisation>

By email: [XXX](#)

Tēnā koe

Ngai Tai Treaty Settlement – Letter of introduction

This letter formally introduces you to [PSGE name] (**the Trust**) established as the post-settlement governance entity for Ngai Tai. On [date] the Crown and Ngai Tai signed Ngakingaki Te Whenua, the Ngai Tai Deed of Settlement, to settle the historical Te Tiriti o Waitangi/Treaty of Waitangi claims of Ngai Tai. Please find a summary of the Deed of Settlement attached at **Appendix One** for your information.

Who are Ngai Tai?

A description provided by Ngai Tai is provided below.

Mā wai e tō? Kāti, mā te takitini o Ngāi Tai e tō, ko Tōrere te kei o te waka. Hei taurahere ki te waka, hei pouhere ki te whenua.

(Who shall pull (the waka)? Indeed, let the multitudes of Ngai Tai pull, with Tōrere at the stern of our endeavours. A binding cord to the canoe, a tethering post to the land.

Ngai Tai descend from the union of the eponymous ancestors Mana-a-kiao; descended from Toi and Huiare, and Tōrerenuiarua; daughter of Hoturoa o Tainui.

Mana-a-kiao fed Tōrerenuiarua according to her chiefly status, and together they became the progenitors of the Ngai Tai people beginning with their son Tainui.

Tainui beget Tairoa; Tairoa beget Tai Manawapohatu; Tai-Manawapohatu beget Tai.

From Tai descends the people of Ngai Tai.

Ngai Tai have traditionally maintained customary connections to many localities and sites within their Relationship Redress Area, with their tūrangawaewae in the Eastern Bay of Plenty.

Today the heart of Ngai Tai is centred in Tōrere, Ōpōtiki District, Bay of Plenty and where their marae matua Tōrerenuiarua, and hāpori are located. A map of their Relationship Redress Area is attached at **Appendix Two**.

Ngai Tai relationship aspirations

In Ngakingaki Te Whenua, the Crown acknowledges the historical grievances of Ngai Tai and has committed redress in settlement. The Crown, Crown entities, and local authorities have an

important role in strengthening their relationship with Ngai Tai to support an effective, meaningful, and enduring Treaty-based relationship. Ngai Tai consider this a matter of great importance in their role as tāngata whenua and kaitiaki within the Ngai Tai Relationship Redress Area.

Ngai Tai has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of central and local government agencies to foster co-operation based on shared goals. In Ngakingaki Te Whenua, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngai Tai and relevant entities and authorities in their Relationship Redress Area.

Accordingly, I am writing to reintroduce Ngai Tai and to introduce you to the Trust as the governance entity for Ngai Tai and to provide you with a copy of the Ngai Tai value framework (attached at **Appendix Three**). In doing so, I am hopeful you and Ngai Tai can continue to build a positive and enduring relationship, and you and the Trust can develop practical and meaningful expressions of that.

Acknowledging that you may already be in contact, I ask that Ōpōtiki District Council contact Ngai Tai through the Trust to explore the best ways in which to engage in the future and discuss local and regional matters.

The Chair of the Trust is [name] who may be reached at kiaora@ngaitai.iwi.nz The postal address for the Trust is:

[PSGE]

PO Box XXX

XXX

If you have any further questions, please contact the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau at contactus@whakatau.govt.nz.

Nāku noa, nā

Justine Smith

Tumu Whakarae – Chief Executive

APPENDIX ONE: NGAI TAI DEED OF SETTLEMENT SUMMARY

[illegible]

APPENDIX THREE: NGAI TAI VALUES FRAMEWORK**Kia Whakamata Te Aho Tāhuhu Ngā Tāpui – Foundational Architecture***Ngai Tai Manawanui**Ngai Tai Manawaroa**Ngai Tai Manawapohatu*

Whakamata refers to the process of casting the whenu to the aho tāhuhu; the first line of whatu. It is called the aho tāhuhu because it is the core line strung between the turuturu, from which all subsequent whenu are suspended. The immutable tension held in this foundational line provides the stability, safety, and structural integrity for every row of whatu that follows.

This Framework sets out foundational relationship architecture: expressing values and principles, to give full life to engagement practices. This Framework is therefore underpinned by the Punawhakairo:

*Mā te whiritahi whakaaro kia toka, Mā te raranga ngātahi tāngata kia tīna**Together in thought as one, shall we be held firm; Together as an intertwined peoples, shall we endure***Te Whakakitenga o Ngai Tai – Vision**

Ngai Tai has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

*Whakapumautia Te Mana Motuhake o Ngai Tai***Ngā Tikanga Arataki o Ngā Ūaratanga – Ngai Tai Guide to Relationships**

For this letter to be grounded, embracing the cultural narratives of Ngai Tai represents a commitment to an enduring partnership that is built through active co-design and shared decision-making. Cultural narratives are how Ngai Tai articulate our heritage, traditions, spiritual connections to the environment and act as powerful enablers in connecting our past to the present resulting in a platform for a sustainable future.

The narratives that surround Ngai Tai provide and serve as grounding roots to our core values. These core values guide our ways of being and doing and therefore are the vital pillars that inform how we should conduct ourselves within the processes and protocols. The Pou (foundations), Uara ('values') Mātāpono (Engagement Principles) below provide a small insight into how these narratives guide us as partners and how we conduct ourselves whilst undertaking the processes and protocols as partners.

Ngā Pou – Foundations

The following shall act as foundations:

Tika	-	Assertive, Accountable and Diligent
Pono	-	Clear, Transparent and Honest
Aroha	-	Respectful and Caring
Manaakitanga	-	Strength of Manaakiao

Ngā Ūara – Values*Matua te mana | The absolute care, reverence and respect*

Ngai Tai are highly anchored on manaakitanga rooted in the lessons generally from our Atua; taken from Te Whakawehenga, and specifically from our co-founding tupuna Manaakiao; and his example of tiaki tāngata tiaki taiao. This results in Ngai Tai being inclusive and collaborative. The true essence of respect for one another to place and space will be adhered to through rituals, protocols, collaborations, engagements, and communications.

To each have the authority to execute all protocols and rituals with the total support of all involved. Mana enhancing and Mana responsible are vital concepts that are intrinsic values that guide one and all. This respect requires substantial, long-term, sustainable, and nurturing of intergenerational partnerships.

Matua te tapū | The absolute potential, spirituality and sacredness

Man is neither height nor centre of creation. This belief is core to Ngai Tai epistemology. It underpins our ways of knowing and being that acknowledge kinship networks that extend to, in, and across the tamariki, mokopuna, and uri whakaheke of our Atua and for which hold space in the taiao on land, in water, and in air. We have retained the language and protocols that enable us to dialogue with our non-human kin, creating mutually intelligible discourses across differences in material, vibrancy, and genealogy. This is achieved through wairua.

Our respect for the sacredness of each environment we happen to engage in is also essential and comes with much respect from humanity. Caring for and protecting the environment and its living things is a core value of engagement. We recognise the laws of tapu and noa will inform and impact our relationships and partnerships.

The tradition for Ngai Tai has always been to maintain balance within everything, and therefore the importance and significance of balance in all aspects of this Tāka Here is an important aspect. We have the balance right through the processes, engagements, interactions, protocols, ensuring that there is tapu, there is noa, where there is ao there is pō.

Matua te toa | Being brave to foster success, attainment and gain

Ngai Tai are encouraged to dream, create, and grow through brave conversations, creative solutions and opportunity sourcing for the benefit of a sustainable, healthy Ngai Tai.

This will be achieved by conduct throughout rituals, protocols, engagements, communications, interactions and advancement of our kaupapa. A solution-focused attitude is the guide that gives impetus to a way of doing that brings aroha to our work.

Matua te rauhi | The absolute humility of service and contribution

The importance of humility and service is significant to provide manaakitanga to each other. This is a critical attribute between parties where humility predicts effective leadership and relationships. Humility is associated with minimising status differences, listening to subordinates, soliciting input, admitting mistakes, and changing course when a plan seems not to work.

Ngā Mātāpono – Principles

Embedded in our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin any relationship.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. The Parties must act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Ngai Tai permanence and the shared responsibility to uphold that mana

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

Advice about Ngā Mātāpono

Ngai Tai Mātāpono	How agencies can give life to the values
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	• Engage with Ngai Tai to gain a deeper understanding of Kia Whakamata Te Aho Tāhuhu and the unique aspirations of Ngai Tai • Start the process of how to align activities and projects with Kia Whakamata Te Aho Tāhuhu. • Ensure collaboration with Ngai Tai in decision-making processes and that decisions are made in a mana enhancing manner. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. • Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Kia Whakamata Te Aho Tāhuhu.

DOCUMENTS

6.3: LETTER OF INTRODUCTION TO ŌPŌTIKI DISTRICT COUNCIL

Toitū Te Mana Relationship of Authority Recognition of the permanence of Ngai Tai mana and the shared responsibility to uphold that mana.	• Recognise Ngai Tai as tāngata whenua and value the significant role of Ngai Tai whānau and hapori in leading and engaging at all tiers of the system such as agencies working with Ngai Tai to address issues impacting the local community and adopting a collaborative approach to finding solutions. • Respect the mana motuhake and tino rangatiratanga of Ngai Tai and help empower them to participate and make informed decisions. • Support any opportunity to engage in a way that aligns with Kia Whakamata Te Aho Tāhuhu and values contributions and perspectives of Ngai Tai. • Ngai Tai are informed and involved at a strategic level from the outset, in business planning, local decision making, inclusive of regional policy design and implementation frameworks, projects and initiatives. • Respecting the mana of Ngai Tai and the values and tikanga expressed through Kia Whakamata Te Aho Tāhuhu.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	• Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, environmental, social and economic well-being of Ngai Tai. • Engage with Ngai Tai in relation to policies and practices that prioritise the health and wellbeing of the taiao and its inhabitants, both now and for the future generations. • Provide information to, and ensure effective reporting for, Ngai Tai to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.

6.4 LETTER OF INTRODUCTION TO BAY OF PLENTY REGIONAL COUNCIL

[To Bay of Plenty Regional Council]

<Date>

<Name>

<Position>

<Organisation>

By email: [XXX](#)

Tēnā koe

Ngai Tai Treaty Settlement – Letter of introduction

This letter formally introduces you to [PSGE name] (**the Trust**) established as the post-settlement governance entity for Ngai Tai. On [date] the Crown and Ngai Tai signed Ngakingaki Te Whenua, the Ngai Tai Deed of Settlement, to settle the historical Te Tiriti o Waitangi/Treaty of Waitangi claims of Ngai Tai. Please find a summary of Ngakingaki Te Whenua attached at **Appendix One** for your information.

Who are Ngai Tai?

A description provided by Ngai Tai is provided below.

Mā wai e tō? Kāti, mā te takitini o Ngāi Tai e tō, ko Tōrere te kei o te waka. Hei taurahere ki te waka, hei pouhere ki te whenua.

Who shall pull (the waka)? Indeed, let the multitudes of Ngai Tai pull, with Tōrere at the stern of our endeavours. A binding cord to the canoe, a tethering post to the land.

Ngai Tai descends from the union of the eponymous ancestors Mana-a-kiao; descended from Toi and Huiarej, and Tōrerenuiarua; daughter of Hoturoa o Tainui.

Mana-a-kiao fed Tōrerenuiarua according to her chiefly status, and together they became the progenitors of the Ngai Tai people beginning with their son Tainui.

Tainui beget Tairoa; Tairoa beget Tai Manawapohatu; Tai-Manawapohatu beget Tai.

From Tai descends the people of Ngai Tai.

Ngai Tai have traditionally maintained customary connections to many localities and sites within their Relationship Redress Area, with their tūrangawaewae in the Eastern Bay of Plenty.

Today the heart of Ngai Tai is centred in Tōrere, Ōpōtiki District, Bay of Plenty and where their marae matua Tōrerenuiarua, and hāpori are located. A map of their Relationship Redress Area is attached at **Appendix Two**.

Ngai Tai relationship aspirations

In Ngakingaki Te Whenua, the Crown acknowledges the historical grievances of Ngai Tai and has committed redress in settlement. The Crown, Crown entities, and local authorities have an important role in strengthening their relationship with Ngai Tai to support an effective, meaningful, and enduring Treaty-based relationship. Ngai Tai consider this a matter of great importance in its role as tāngata whenua and kaitiaki within the Ngai Tai Relationship Redress Area.

Ngai Tai has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of central and local government agencies to foster co-operation based on shared goals. In Ngakingaki Te Whenua, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngai Tai and relevant entities and authorities in their Relationship Redress Area.

Accordingly, I am writing to reintroduce Ngai Tai and to introduce you to the Trust as the governance entity for Ngai Tai and to provide you with a copy of the Ngai Tai value framework (attached at **Appendix Three**). In doing so, I am hopeful you and Ngai Tai can continue to build a positive and enduring relationship, and you and the Trust can develop practical and meaningful expressions of that.

We are also conscious that this settlement is occurring at a time of significant reform both for the resource management system and for local government. With this in mind, we would encourage relationships to be built now to provide a framework for whatever the future brings.

Acknowledging that you may already be in contact, I ask that Bay of Plenty Regional Council contact Ngai Tai through the Trust to explore the best ways in which to engage in the future and discuss local and regional matters that fall outside central government.

The Chair of the Trust is [name] who may be reached at [email]. The postal address for the Trust is:

[PSGE]

PO Box XXXX

XXX

If you have any further questions, please contact the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau at contactus@whakatau.govt.nz.

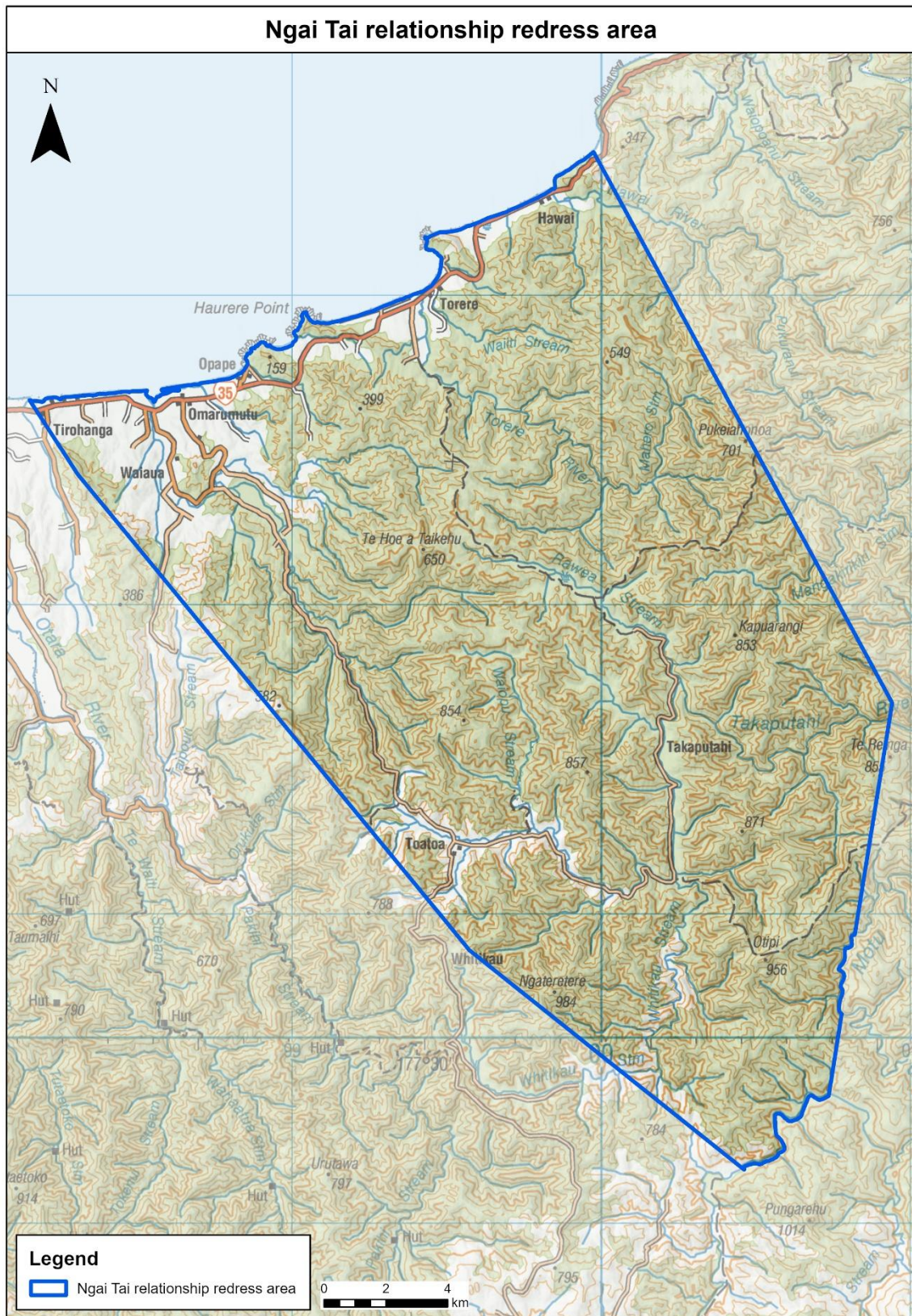
Nāku noa, nā

Justine Smith

Tumu Whakarae – Chief Executive

APPENDIX ONE: NGAI TAI DEED OF SETTLEMENT SUMMARY

APPENDIX TWO: NGAI TAI RELATIONSHIP REDRESS AREA



APPENDIX THREE: NGAI TAI VALUE FRAMEWORK

Kia Whakamata Te Aho Tāhuhu Ngā Tāpui – Foundational Architecture

Ngai Tai Manawanui

Ngai Tai Manawaroa

Ngai Tai Manawapohatu

Whakamata refers to the process of casting the whenu to the aho tāhuhu; the first line of whatu. It is called the aho tāhuhu because it is the core line strung between the turuturu, from which all subsequent whenu are suspended. The immutable tension held in this foundational line provides the stability, safety, and structural integrity for every row of whatu that follows.

This Framework sets out foundational relationship architecture: expressing values and principles, to give full life to engagement practices. This Framework is therefore underpinned by the Punawhakairo:

Mā te whiritahi whakaaro kia toka, Mā te raranga ngātahi tāngata kia tīna

Together in thought as one, shall we be held firm, Together as an intertwined peoples, shall we endure

Te Whakakitenga o Ngai Tai – Vision

Ngai Tai has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

Whakapumau te mana motuhake o Ngai Tai

Ngā Tikanga Arataki o Ngā Ūaratanga – Ngai Tai Guide to Relationships

For this letter to be grounded, embracing the cultural narratives of Ngai Tai represents a commitment to an enduring partnership that is built through active co-design and shared decision-making. Cultural narratives are how Ngai Tai articulate our heritage, traditions, spiritual connections to the environment and act as powerful enablers in connecting our past to the present resulting in a platform for a sustainable future.

The narratives that surround Ngai Tai provide and serve as grounding roots to our core values. These core values guide our ways of being and doing and therefore are the vital pillars that inform how we should conduct ourselves within the processes and protocols. The Pou (foundations), Uara ('values') Mātāpono (Engagement Principles) below provide a small insight into how these narratives guide us as partners and how we conduct ourselves whilst undertaking the processes and protocols as partners.

Ngā Pou – Foundations

The following shall act as foundations:

Tika	-	Assertive, Accountable and Diligent
Pono	-	Clear, Transparent and Honest

Aroha - Respectful and Caring

Manaakitanga - Strength of Manaakiao

Ngā Ūara – Values

Matua te mana | The absolute care, reverence and respect

Ngai Tai are highly anchored on manaakitanga rooted in the lessons generally from our Atua; taken from Te Whakawehenga, and specifically from our co-founding tupuna Manaakiao; and his example of tiaki tāngata tiaki taiao. This results in Ngai Tai being inclusive and collaborative. The true essence of respect for one another to place and space will be adhered to through rituals, protocols, collaborations, engagements, and communications.

To each have the authority to execute all protocols and rituals with the total support of all involved. Mana enhancing and Mana responsible are vital concepts that are intrinsic values that guide one and all. This respect requires substantial, long-term, sustainable, and nurturing of intergenerational partnerships.

Matua te tapū | The absolute potential, spirituality and sacredness

Man is neither height nor centre of creation. This belief is core to Ngai Tai epistemology. It underpins our ways of knowing and being that acknowledge kinship networks that extend to, in, and across the tamariki, mokopuna, and uri whakaheke of our Atua and for which hold space in the taiao on land, in water, and in air. We have retained the language and protocols that enable us to dialogue with our non-human kin, creating mutually intelligible discourses across differences in material, vibrancy, and genealogy. This is achieved through wairua.

Our respect for the sacredness of each environment we happen to engage in is also essential and comes with much respect from humanity. Caring for and protecting the environment and its living things is a core value of engagement. We recognise the laws of tapu and noa will inform and impact our relationships and partnerships.

The tradition for Ngai Tai has always been to maintain balance within everything, and therefore the importance and significance of balance in all aspects of this Tākai Here is an important aspect. We have the balance right through the processes, engagements, interactions, protocols, ensuring that there is tapu, there is noa, where there is ao there is pō.

Matua te toa | Being brave to foster success, attainment and gain

Ngai Tai are encouraged to dream, create, and grow through brave conversations, creative solutions and opportunity sourcing for the benefit of a sustainable, healthy Ngai Tai.

This will be achieved by conduct throughout rituals, protocols, engagements, communications, interactions and advancement of our kaupapa. A solution-focused attitude is the guide that gives impetus to a way of doing that brings aroha to our work.

Matua te rauhi | The absolute humility of service and contribution

The importance of humility and service is significant to provide manaakitanga to each other. This is a critical attribute between parties where humility predicts effective leadership and relationships. Humility is associated with minimising status differences, listening to subordinates, soliciting input, admitting mistakes, and changing course when a plan seems not to work.

Ngā Mātāpono – Principles

Embedded in our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin any relationship.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. The Parties must act with integrity when providing services to our whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Ngai Tai permanence and the shared responsibility to uphold that mana

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

Advice about Ngā Mātāpono

Ngai Tai Mātāpono	How agencies can give life to the values
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	• Engage with Ngai Tai to gain a deeper understanding of Kia Whakamata Te Aho Tāhuhu and the unique aspirations of Ngai Tai • Start the process of how to align activities and projects Kia Whakamata Te Aho Tāhuhu. • Ensure collaboration with Ngai Tai in decision-making processes and that decisions are made in a mana enhancing manner. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. • Promptly discuss, and meaningfully address, any concerns raised regarding giving life Kia Whakamata Te Aho Tāhuhu.
Toitū Te Mana Relationship of Authority Recognition of the permanence of Ngai Tai mana and the shared responsibility to uphold that mana.	• Recognise Ngai Tai as tāngata whenua and value the significant role of Ngai Tai whānau and hapori in leading and engaging at all tiers of the system such as agencies working with Ngai Tai to address issues impacting the local community and adopting a collaborative approach to finding solutions. • Respect the mana motuhake and tino rangatiratanga of Ngai Tai and help empower them to participate and

6.4: LETTER OF INTRODUCTION TO BAY OF PLENTY REGIONAL COUNCIL

	make informed decisions. • Support any opportunity to engage in a way that aligns Kia Whakamata Te Aho Tāhuhu and values contributions and perspectives of Ngai Tai. • Ngai Tai are informed and involved at a strategic level from the outset, in business planning, local decision making, inclusive of regional policy design and implementation frameworks, projects and initiatives. • Respecting the mana of Ngai Tai and the values and tikanga expressed Kia Whakamata Te Aho Tāhuhu.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	• Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, environmental, social and economic well-being of Ngai Tai. • Engage with Ngai Tai in relation to policies and practices that prioritise the health and wellbeing of the taiao and its inhabitants, both now and for the future generations. • Provide information to, and ensure effective reporting for, Ngai Tai to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao.

**7. LEASE FOR THE LEASEBACK TO THE MINISTRY OF
EDUCATION**

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

Land registration district

--

BARCODE

--

Affected instrument identifier
and type (if applicable)

All/part

Area/Description of part or stratum

--	--	--

Lessor

--

Lessee

HIS MAJESTY THE KING for education purposes

--

Estate or Interest

Insert "fee simple"; "leasehold in lease number" etc.

Fee simple

--

Lease Memorandum Number *(if applicable)*

Not applicable

--

Term

See Annexure Schedule (Items 2 and 4 of Schedule A)

--

Rental

See Annexure Schedule

--

Lease and Terms of Lease

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

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

--

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

--

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*

Attestation

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

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

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*[illegible]

Certified correct for the purposes of the Land Transfer Act 2017

Solicitor for the Lessee

* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased

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

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule
Insert instrument type

Page 1 of 18 Pages

Lease Instrument

BACKGROUND

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

SCHEDULE A

ITEM 1 THE LAND

[insert area] more or less being **[insert lot description]** held in **[insert title or gazette notice description]**, situated at **[insert physical address - note that improvements are excluded]**.

ITEM 2 START DATE

[insert start date].

ITEM 3 ANNUAL RENT

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

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

5.2 All charges relating to the maintenance of any Lessee

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

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule
Insert instrument type

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Lease Instrument

5.3 Improvements (whether of a structural nature or not).
The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

5.4 Maintenance of car parking areas.

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

ITEM 6 PERMITTED USE

Education Purposes.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th anniversary after that date.

ITEM 9 LESSEE'S IMPROVEMENTS

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

[]

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

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

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Annexure Schedule
Insert instrument type

Lease Instrument

CLAUSE 16.5 NOTICE

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

- (i) It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[]

[Date]

3

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule
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Lease Instrument

ITEM 11

CLAUSE 16.6 NOTICE

To: *[Post-Settlement Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")*

From *[Name of Mortgagee/Chargeholder] ("the Lender")*

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and*
- (ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.*

SCHEDULE

[]

[Form of execution by Lender]

[Date]

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

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*

Annexure Schedule
Insert instrument type

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Lease Instrument

SCHEDULE B

1 DEFINITIONS

1.1 The term "Lessor" includes and binds:

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

1.2 The term "Lessee" includes and binds:

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

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

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki Observance Day and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the regions of Auckland and Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.4 "Contamination" has the meaning corresponding to that given to "Contaminant" in section 2(1) of the Resource Management Act 1991 and includes:

- (a) asbestos and asbestos containing material;
- (b) refrigerant emissions, ozone depleting substances, and polychlorinated biphenyls; and
- (c) any other illegal, detrimental, dangerous, combustible or unhealthy substance,

and is to be interpreted as contaminants in any state, levels or concentrations

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

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*

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Lease Instrument

that are unsafe or pose a danger, threat or risk to life, health and/or safety including as specified or determined in accordance with any prevailing national standards, Ministry of Health guidelines, occupational safety codes of practice and/or compliance or other applicable legislative or regulatory requirements from time to time.

- 1.5 “Crown” has the meaning given in section 2(1) of the Public Finance Act 1989.
- 1.6 “Crown Organisation” means the Crown, all instruments of the His Majesty the King, and includes, but is not limited to:
- (a) offices of Parliament;
 - (b) the Reserve Bank of New Zealand, as continued under section 5 of the Reserve Bank of New Zealand Act 1989;
 - (c) the entities listed in Schedule 4 and Schedule 4A to the Public Finance Act 1989;
 - (d) the Crown entities as defined in section 7(1) of the Crown Entities Act 2004;
 - (e) state enterprises (as defined in the State-owned Enterprises Act 1986); and
 - (f) each local authority, as defined in section 5 of the Local Government Act 2002;
- 1.7 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.8 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.9 “Legislation” means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.10 “Lessee’s Improvements” means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.11 “Lessee’s property” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.12 “Maintenance” includes repair.
- 1.13 “Public Work” has the meaning given in section 2 of the Public Works Act 1981.

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

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

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Lease Instrument

- 1.14 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

2 PAYMENT OF ANNUAL RENT

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.5% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 RENT REVIEW

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

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.5% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 5.3% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 5.3% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
 - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent

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

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*

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Lease Instrument

Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

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

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

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*

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- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 PAYMENT OF LESSEE OUTGOINGS

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

5 VALUATION ROLL

Where this Lease is registered under section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6 UTILITY CHARGES

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 GOODS AND SERVICES TAX

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

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

DOCUMENTS

7: LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

Form F *continued*

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8 INTEREST

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

9 PERMITTED USE OF LAND

9.1 The Lessee will only use the Land for the Permitted Use.

9.2 Notwithstanding clause 9.1 the Lessee may seek the Lessor's written consent to vary the Permitted Use. The Lessor's consent will not be unreasonably withheld or delayed where:

- (a) the proposed Permitted Use is compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management; and
- (b) consultation for the purposes of clause 9.3 has occurred.

9.3 If the Lessee gives the Lessor written notice seeking the Lessor's consent to vary the Permitted Use the parties will, as soon as reasonably practicable, consult on the terms of any corresponding or consequential variations that either party may propose to the Lease, including (but not limited to) the amendment of clauses 3.2 and 22.1.

10 DESIGNATION

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

11 COMPLIANCE WITH LAW

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

12 HAZARDS

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

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12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly remedy, reinstate or otherwise return the state of the Land to a "fit for purpose" condition including by addressing any hazards for the protection of occupants of the site and eliminating or minimising (to the extent reasonably practicable) any hazards as soon as possible ("Remediation Works").

12.3 If:

- (a) the Lessee has given the Lessor written notice of circumstances requiring Remediation Works; and
- (b) the Lessor has not undertaken material steps in respect of the Remediation Works within a period of not less than [20] Business Days from the date of receipt of the Lessee's written notice,

then without prejudice to the Lessee's other rights and remedies expressed or implied in this Lease, the Lessee may, at its discretion in all things, by the Lessee's employees and contractors, with all necessary equipment and material at all reasonable times, execute the Remediation Works.

12.4 Any Remediation Works undertaken by the Lessee under this clause 12 will not release the Lessor from any liability in respect of any breach of any expressed or implied covenant, condition or agreement contained in this Lease.

12.5 Notwithstanding clauses 12.3 and 12.4, upon the written request of either party given at any stage prior to completion of the Remediation Works, the parties will meet to consult and negotiate in good faith as to any matter concerning the Remediation Works, including which party is best placed to undertake the Remediation Works and the costs of the Remediation Works.

13 DAMAGE OR DESTRUCTION

13.1 Total Destruction

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

13.2 Partial Destruction

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

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

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

- (c) If:

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

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

13.3 Natural Disaster or Civil Defence Emergency

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:

- (i) such inability ceases; or
- (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.

- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:

- (i) the relevant clause has applied for a period of 6 months or more; or
- (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

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

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an

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abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

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

14 CONTAMINATION

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

15 EASEMENTS

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

16 LESSEE'S IMPROVEMENTS

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

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- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 RUBBISH REMOVAL

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 SIGNS

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

19 INSURANCE

- 19.1 The Lessee is responsible for insuring or self-insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Organisation permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

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20 FENCING

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 QUIET ENJOYMENT

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

22 ASSIGNMENT AND SUBLETTING

- 22.1 The Lessee may:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

for Education Purposes, without the Lessor's consent.

- 22.2 The Lessee may otherwise:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

provided the Lessee obtains the Lessor's prior written consent, which will be given if the following conditions are fulfilled:

- (i) in the case of a transfer the Lessee proves to the reasonable satisfaction of the Lessor that the proposed assignee is (and in the case of a company that the shareholders of the proposed transferee are) respectable responsible and has the financial resources to meet the Lessee's commitments under this Lease;
- (ii) all rent and other money payable have been paid and there is not any significant existing material breach of any of the Lessee's covenants under this Lease;

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- (iii) in the case of a transfer, a transfer or such other instrument in customary form approved or prepared by the Lessor is duly executed by the Lessee and delivered to the Lessor;
- (iv) the Lessee pays the Lessor's reasonable costs and disbursements in respect of:
 - (A) the approval and the preparation of any transfer instrument; and
 - (B) (if appropriate) all reasonable fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Lessor concerning any proposed transferee, sublessee or guarantor. All such costs shall be payable whether or not the transaction proceeds; and
- (v) the Lessee has complied with its obligations (if any) under section 40 of the Public Works Act 1981.

23 OCCUPANCY BY SCHOOL BOARD OF TRUSTEES

- 23.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.
- 23.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 23.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020.

24 LESSEE BREAK OPTION

- 24.1 The Lessee may at any time end this Lease as it relates to any part of the Land ("Surrendered Land") by giving not less than six months' notice in writing to the Lessor. At the end of the notice period ("Surrender Date") the Lease in respect of the Surrendered Land will end and the Lessee will pay the Break Fee calculated in accordance with clause 24.4 to the Lessor.
- 24.2 Where the Surrendered Land comprises part of the Land the Lessee must procure (if required and at its cost):
- (a) a plan prepared by a registered surveyor identifying the Surrendered Land and the Land that remains subject to this Lease ("Balance Land"); and
 - (b) the registration of the partial surrender of the Lease on the fee simple and leasehold records of title.
- 24.3 The adjusted Annual Rent payable in respect of the Balance Land from the

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Surrender Date will be a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Balance Land bears to the total area of the Land.

24.4 For the purposes of clause 24.1, "Break Fee" means a further 12 months' rent in respect of the Surrendered Land. Where the Surrendered Land comprises part of the Land, the monthly rent payable in respect of the Surrendered Land will, at the election of the Lessor, be calculated on the basis of either:

- (a) a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Surrendered Land bears to the total area of the Land ("Pro-rata Calculation"); and
- (b) 6.5% of the Current Market Value for the Surrendered Land as at the Surrender Date assessed at the cost of the Lessor in accordance with clause 3 ("CMV Calculation"), provided that the monthly rent payable under the CMV Calculation will not be more than the monthly rent payable under the Pro-rata Calculation.

24.5 The Lessor agrees to accept the Break Fee in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

24.6 The Lessor and the Lessee will complete all tasks and actions necessary to give legal effect to the surrender at the Lessee's cost.

25 BREACH

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

26 NOTICE OF BREACH

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

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable

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time; or

- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

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

27 RENEWAL

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

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

28 RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST

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

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

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

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

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

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29 EXCLUSION OF IMPLIED PROVISIONS

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

(a) Clause 11 – Power to inspect premises.

30 ENTIRE AGREEMENT

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

31 DISPUTES

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

32 SERVICE OF NOTICES

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

The Secretary for Education
Ministry of Education

PO Box 1666

WELLINGTON 6140

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

[insert contact details]

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

33 REGISTRATION OF LEASE

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

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34 COSTS

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

35 COUNTERPARTS AND ELECTRONIC SIGNATURES

The parties agree that either party may sign this lease electronically in two or more counterparts, all of which will together be deemed to constitute one and the same lease which may be sent to the other by email. If a party signs this lease by electronic means, that party represents and warrants to the other party that the form of the electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.

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