

NGĀITAKOTO

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

AS



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**1. TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT
AND WELLBEING ACCORD**

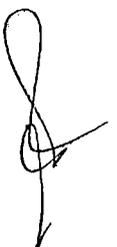
NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

TE HIKU O TE IKA
and
HER MAJESTY THE QUEEN

Te Hiku o Te Ika Iwi - Crown
SOCIAL DEVELOPMENT AND WELLBEING ACCORD

[Date]

 
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

The TE HIKU O TE IKA IWI - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD is signed on [date], between:

The Iwi of Te Hiku o Te Ika

Signed for and on behalf of Ngāti Kuri by the trustees of the Te Manawa o Ngāti Kuri Trust:

in the presence of:

WITNESS

Name:

Occupation:

Address:

Signed for and on behalf of Te Aupōuri by the trustees of Te Rūnanga Nui o Te Aupōuri Trust:

in the presence of:

WITNESS

Name:

Occupation:

Address:

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Signed for and on behalf of NgāiTakoto by the trustees of Te Rūnanga o NgāiTakoto:

in the presence of:

WITNESS

(_____
Name:
Occupation:
Address:

Signed for and on behalf of Te Rarawa by the trustees of Te Rūnanga o Te Rarawa:

(_____

in the presence of:

WITNESS

(_____
Name:
Occupation:
Address:

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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

HER MAJESTY THE QUEEN

SIGNED for and on behalf of her Majesty the Queen by the Prime Minister, the Minister of Social Development and the Minister of Māori Affairs.

Rt Hon John Key
Prime Minister

Hon Paula Bennett
Minister of Social Development

Hon Dr Pita Sharples
Minister of Māori Affairs

in the presence of:

WITNESS

Name:
Occupation:
Address:



**NGĀITAKOTO DEED OF SETTLEMENT
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

THE PARTIES

Te Hiku o Te Ika Iwi

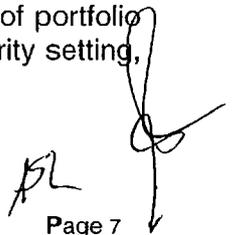
1. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri; and
 - b. Te Aupōuri; and
 - c. NgāiTakoto; and
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
2. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
3. Although Ngāti Kahu is not a party to this Accord, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Accord, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
4. Ngāti Kahu may become a party to this Accord at any time by giving written notice to the parties.

The Crown

5. The Crown means the Sovereign in right of New Zealand and includes, where appropriate, the Ministers or their delegates who are signatories to the Accord and Departments of the Crown that sign portfolio agreements with the Te Hiku o Te Ika Iwi pursuant to this Accord.

PURPOSE

6. The purpose of the Accord is to provide a means for the Crown and Te Hiku o Te Ika Iwi to work together to improve the social wellbeing of the people of Te Hiku o Te Ika. The Accord sets out the structures and relationships that will guide the parties in their collaboration to improve the social circumstances of Te Hiku o Te Ika Iwi, hapū and whānau, and the wider community.
7. The parties will work together to realise the Purpose and the Shared Outcomes as set out in Clause 21 below (and as modified or changed by the parties from time to time), and as further defined in applicable portfolio agreements.
8. The Crown recognises that tailored measures may be required from time to time in the rohe of Te Hiku o Te Ika in order to improve the social circumstances of Te Hiku o Te Ika Iwi, hapū and whānau, and the wider community. The Crown will take steps to, within available resources, achieve progressively the full realisation of the social, economic and cultural objectives envisaged by the Accord, for the betterment of Te Hiku o Te Ika Iwi.
9. The Accord provides for regular meetings of the parties and includes a series of portfolio agreements, which provide for Te Hiku o Te Ika Iwi input into Government priority setting,



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decision-making, and monitoring and evaluation related to Government investment in social development and wellbeing, including in the education, labour, housing, internal affairs, justice, economic development and Māori Affairs sectors.

CONTEXT

10. The Crown has entered into this Social Development and Wellbeing Accord (“the Accord”) as part of the settlement of the historical Treaty of Waitangi claims of the following iwi:

- Ngāti Kuri
- Te Aupōuri
- NgāiTakoto
- Te Rarawa

(together with the Crown “the parties”)

11. The historical context for this Accord stems from the Crown’s failure to ensure that Te Hiku o Te Ika iwi were left with sufficient land and resources for their ongoing maintenance and support. This failure was compounded by a lack of economic development and social services which iwi were led to expect from early land transactions with the Crown.

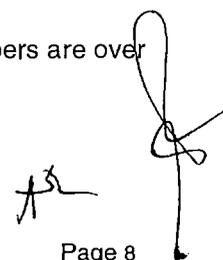
12. In the nineteenth century, Crown purchasing of Te Hiku o Te Ika iwi lands, and the sale of further land following the Native Land Court processes, alienated iwi from a large portion of their traditional lands and resources. By 1865, nearly half of the land in Te Hiku o Te Ika was no longer in iwi ownership. There were few benefits from these land sales because settlement did not occur on most of the lands in Crown ownership. There was little development of infrastructure and few social services.

13. In the twentieth century, the iwi were excluded from effective control of much of their remaining lands for long periods of time when it came under the control and supervision of the Tokerau Maori Land Board and other Crown agencies. Decisions about land use and occupation were made by officials. By 1908, less than 20 percent of the district remained in Māori ownership and today just eight percent of Te Hiku o Te Ika land is in Māori ownership.

14. This land loss limited meaningful participation by iwi in the social and economic development within their rohe. Over time iwi found that even a subsistence lifestyle was not possible for most of their members. Loss of land and autonomy together with economic marginalization had devastating effects on the social, economic, cultural, physical and spiritual wellbeing of the iwi that continue to be felt today.¹ Te Hiku o Te Ika Iwi have lacked opportunities for economic and social development and some have endured extreme poverty and poor health.

15. The Accord now sets out the way in which the parties will improve their relationship based on the Te Tiriti o Waitangi / Treaty of Waitangi and its principles by working together in a new way to design processes and contribute to the social development and wellbeing of the whānau, hapū and iwi of Te Hiku o Te Ika. Each of the iwi who are party to the Accord

¹ The census data classifies Te Hiku o Te Ika as an area of social deprivation and its members are over represented in criminal justice statistics.

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are also committed to working together collaboratively for the benefit of their people whilst recognising that each iwi retains its own mana motuhake.

SCOPE OF ACCORD

16. The Accord will apply to all those matters as agreed in this document and the attached portfolio agreements, memoranda of understanding or similar agreements between Te Hiku o Te Ika Iwi and Ministers of the Crown, or their delegates and/or Chief Executives of Crown agencies.

SHARED RELATIONSHIP PRINCIPLES

17. The parties have entered into the Accord in good faith based on their respective commitments to each other.

18. The parties are committed to establishing, maintaining and strengthening positive, co-operative and enduring relationships, and agree to:

- a. Give effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi;
- b. Respect the autonomy of the parties and their individual mandates, roles and responsibilities;
- c. Actively work together using shared knowledge and expertise to achieve the purpose and vision;
- d. Co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;
- e. Engage early on issues of known interest to either of the parties;
- f. Enable and support the use of te reo and tikanga Māori; and
- g. Acknowledge that the parties' relationship is evolving.

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

SHARED VISION

20. The shared vision of the parties is:

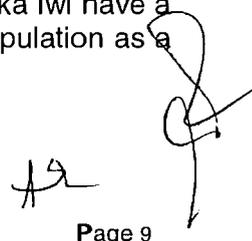
The communities, whānau, hapū and iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous.

Kia whiwhi ngā hapori, whānau, hapū me ngā iwi o Te Hiku o Te Ika i te oranga tonutanga, kia rānea.

SHARED SOCIAL DEVELOPMENT AND WELL BEING OUTCOMES

21. The parties to this Accord are committed to achieving the following shared social development and wellbeing outcomes ("the Shared Outcomes") through this Accord:

OUTCOME 1: Secure Standard of Living: The members of Te Hiku o Te Ika Iwi have a secure standard of living comparable to the New Zealand population as a whole.



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- OUTCOME 2: Educated and Skilled:** The members of Te Hiku o Te Ika Iwi are well educated and skilled people who contribute positively to society and their own wellbeing.
- OUTCOME 3: Culturally Strong:** The members of Te Hiku o Te Ika Iwi have a strong and vital culture, history, language and identity; including the preservation and protection of taonga both tangible and intangible.
- OUTCOME 4: Healthy:** The members of Te Hiku o Te Ika Iwi are addressing their health needs in a holistic way, and are accessing health services that are appropriate to their needs and culture.
- OUTCOME 5: Well Housed:** The members of Te Hiku o Te Ika Iwi are living in healthy and secure environments that are appropriate to their needs and culture.
- OUTCOME 6: Economically Secure and Sustainable:** The members of Te Hiku o Te Ika Iwi are engaging in a diverse, progressive and sustainable economy.
- OUTCOME 7: Respected and Safe:** The members of Te Hiku o Te Ika Iwi are living in a safe and just society where there is respect for civil and democratic rights and obligations.

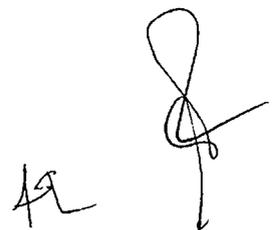
22. The parties may decide to prioritise certain Shared Outcomes within specific time periods by mutual agreement in writing. The parties may also decide to modify or replace these Shared Outcomes by mutual agreement in writing.

MECHANISMS

23. The parties will implement this Accord through the following mechanisms:

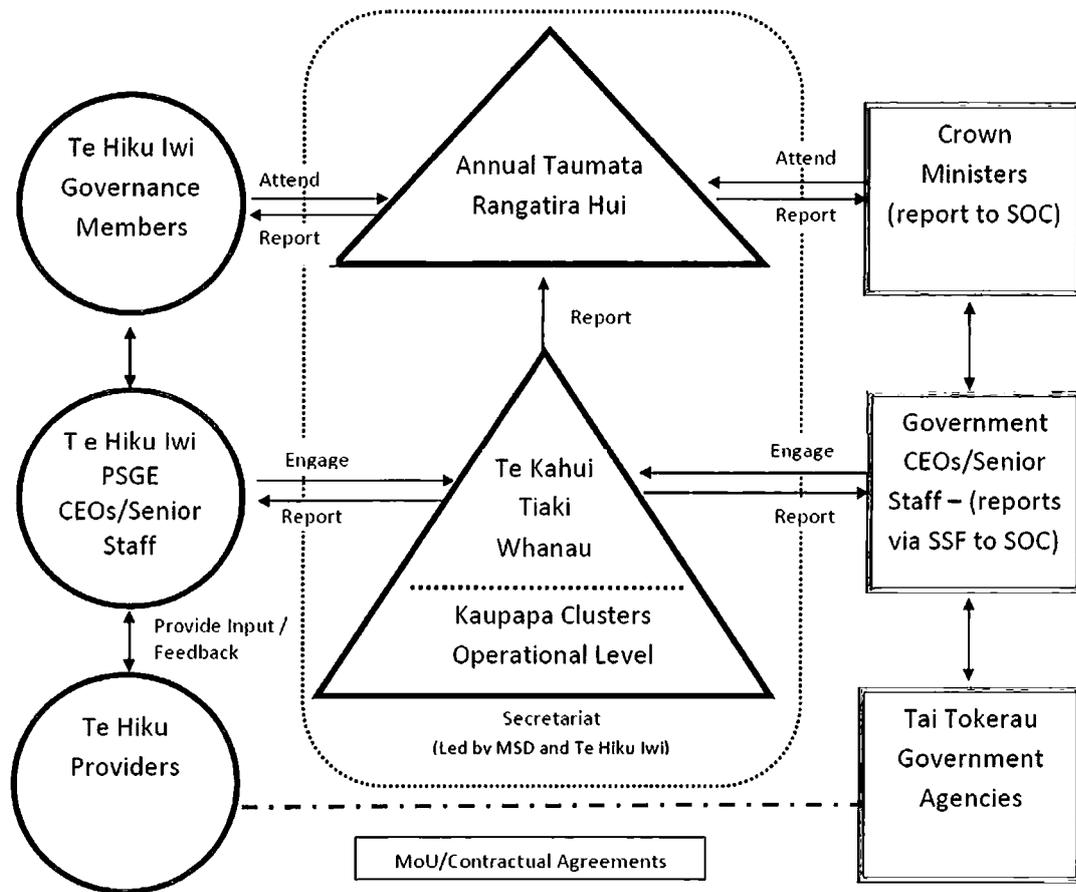
- a. An annual Te Hiku o Te Ika - Crown Taumata Rangatira Hui, as set out at clauses **25 to 32**.
- b. Regular Crown - Te Hiku o Te Ika Iwi operational level engagement through Te Kāhui Tiaki Whānau Hui (and related Kaupapa Cluster meetings) and the evaluation and planning process to assess progress and design and implement strategies to achieve the Shared Outcomes, as per clauses **33-37 and 38-51**; and
- c. Specific portfolio agreements as set out in Annex A. Portfolio agreements with government departments are part of, and subject to, the terms of the Accord.

24. A diagram outlining the relationships between Te Hiku o Te Ika Iwi and the Crown through the Taumata Rangatira Hui and Te Kāhui Tiaki Whānau Hui is set out below (Figure 1).



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Figure 1: Relationships Created between Te Hiku o Te Ika Iwi and the Crown



ANNUAL TAUMATA RANGATIRA HUI

25. The parties to this Accord will hold an annual Taumata Rangatira Hui.

26. At the annual Taumata Rangatira Hui, the parties will:

- a. review the results of the evaluations carried out in accordance with clauses **38-51**; and
- b. confirm the priority areas for iwi and the Crown to work together to achieve the Shared Outcomes or any Priority Outcomes;
- c. confirm the strategy for Crown advocacy of the priority areas in **26(b)** above to the Chair of the Cabinet Social Policy Committee ("SOC"); and
- d. where Ministerial direction is necessary adopt, modify or reject the recommendations made by Te Kāhui Tiaki Whānau regarding:
 - (i) the means by which the parties will work together to achieve the Shared Outcomes or any Priority Outcomes; and
 - (ii) the Indicators used to measure the progress towards achievement of the Shared Outcomes; and

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- (iii) the adequacy and relevance of the Shared Outcomes and their associated Indicators, and agree on modifications or changes as necessary.
- e. discuss any other matters relating to the Accord as agreed between the parties.
27. The parties will confirm the hui date, agenda and location of the hui, at least two months prior to each Taumata Rangatira Hui.
28. The parties will be represented at the Taumata Rangatira Hui by:
- a. Ministers of the Crown or appropriate delegates (as agreed with the Te Hiku o Te Ika Iwi), whose portfolios align to the agreed agenda; and
 - b. Governance representatives of Te Hiku o Te Ika Iwi.
29. Senior government officials and Te Hiku o Te Ika Iwi kaimahi will attend as necessary in support of their Ministers or governance representatives of Te Hiku o Te Ika Iwi.
30. A Minister of the Crown and the Chair of one of the Te Hiku o Te Ika Iwi governance entities will co-chair the Taumata Rangatira Hui. The Iwi co-chair will be determined by the Iwi representatives.
31. The Co-Chairs of the Taumata Rangatira Hui, supported by the Secretariat, will report to the Te Hiku o Te Ika Iwi and the Social Sector Forum ("SSF") following each Taumata Rangatira Hui, and otherwise as required.
32. In the event that the Taumata Rangatira Hui are held in Wellington, the Crown will bear the reasonable travel and accommodation costs for one representative of each Te Hiku o Te Ika Iwi attending the hui. The Crown will bear the reasonable venue and catering costs for the hui.

TE KĀHUI TIAKI WHĀNAU - OPERATIONAL LEVEL ENGAGEMENT

33. The Crown and Te Hiku o Te Ika Iwi will work together at an operational level to:
- a. assess progress being made towards the Shared Outcomes or any Priority Outcomes;
 - b. identify social development and wellbeing issues for Te Hiku o Te Ika Iwi and any Priority Outcomes;
 - c. design and implement appropriate strategies to target Te Hiku o Te Ika Iwi social development and wellbeing issues and achieve the Shared Outcomes or any Priority Outcomes;
 - d. where necessary, make recommendations for the consideration at the annual Taumata Rangatira Hui regarding:
 - (i) the means by which the parties will work together to achieve the Shared Outcomes or any Priority Outcomes;
 - (ii) the indicators used to measure the progress towards achievement of the Shared Outcomes; and
 - (iii) the adequacy and relevance of the Shared Outcomes and their associated Indicators, as well as any modifications or changes that may be necessary.

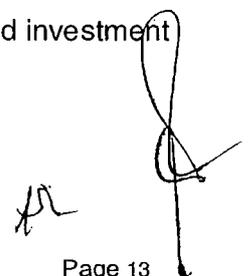
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- e. confirm the strategy for Crown advocacy of matters in **33(a)-(d)** above to the Chair of the SSF.
34. The Crown and Te Hiku o Te Ika iwi will engage with each other at an operational level through the following mechanisms:
- a. two Te Kāhui Tiaki Whānau Hui per annum between senior representatives of government departments with portfolio agreements and/or involved in the SSF and senior representatives of Te Hiku o Te Ika Iwi as part of the evaluation and planning process set out in clauses 38 and 39; and
 - b. Kaupapa Cluster meetings between senior representatives from relevant government departments and senior representatives of Te Hiku o Te Ika Iwi as required to progress the Shared Outcomes or any Priority Outcomes (e.g. early childhood education) or address emerging issues (e.g. sudden closure of a major employer). Kaupapa Clusters will be established and maintained as provided in clauses 46-49.
 - (c. the Secretariat co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika Iwi appointed member and comprising members from the Ministry of Social Development, Te Puni Kōkiri, Te Hiku o Te Ika Iwi and all the agencies that have signed portfolio agreements. The Secretariat will operate as provided in clauses 55-60.
35. Te Kāhui Tiaki Whānau Hui will be co-chaired by an iwi representative and a senior representative of the Responsible Agency. The Iwi co-chair will be determined by the iwi representatives.
36. The Co-Chairs of the Te Kāhui Tiaki Whānau Hui, supported by the Secretariat, will report to the SSF following each Taumata Rangatira Hui, and otherwise as required.
37. The parties will bear their own costs in attending Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster meetings. The Crown will bear the reasonable venue and catering costs for the hui.

EVALUATION AND PLANNING PROCESS

38. The parties agree that evaluation and planning will be important throughout the life of this Accord in order to measure and ultimately ensure progress towards achieving the Shared Outcomes. The purpose of these provisions is to ensure that the parties:
- a. have appropriate available information to enable them to determine appropriate intervention measures;
 - b. have appropriate information to enable them to determine the indicators that should be used to measure the achievement of targets and outcomes;
 - c. receive regular reports on the progress being made towards achieving agreed targets and Outcomes;
 - d. can better understand the context of nationally applied programmes; and
 - e. are in a better position to inform possible changes to policies, priorities, and investment in development and wellbeing.



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39. Any reference to timeframes in clauses **40-51** are indicative only and subject to confirmation once the Accord has come into effect. Timeframes may also be varied to ensure consistency with government agency planning processes.

Reporting Indicators

40. Within three months from the date of signing this Accord and once every five years thereafter, the parties will use their best endeavours to agree the terms of reference for the initial and future state of Te Hiku o Te Ika Iwi well-being reports, including the indicators to be used to determine the current state of wellbeing of Te Hiku o Te Ika Iwi members ("the Indicators"). The Indicators may be changed by mutual agreement of the parties in writing.

Five Yearly State of Te Hiku o Te Ika Iwi Social Development and Well-being Report and Target Setting

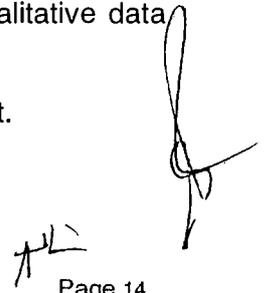
41. Within 6 months of the signing of this Accord, the following agencies will use their best endeavours to provide comprehensive information (including comparisons with national statistics) regarding Te Hiku o Te Ika Iwi members, including, where available, reporting against the Indicators, key trends, research, evaluation of past and present agency interventions (not limited to interventions involving Te Hiku o Te Ika Iwi members) and any proposed interventions:

- a. Ministry of Social Development
- b. Te Puni Kōkiri
- c. Ministry of Education
- d. Ministry of Business, Innovation and Employment
- e. Ministry of Justice
- f. New Zealand Police
- g. Department of Corrections
- h. Department of Internal Affairs
- i. Statistics New Zealand
- j. Any other agencies that enter into portfolio agreements with Te Hiku o Te Ika Iwi in accordance with clause **53**.

42. Where the provision of information under clause **41** would involve substantial collation or research or any agency is unable to determine whether information it holds is required for the purposes of this evaluation process the relevant agency will engage with Te Hiku o Te Ika Iwi to agree which information will be provided.

43. Within 6 months of the signing of this Accord, Te Hiku o Te Ika Iwi will use their best endeavours to provide comprehensive information regarding Te Hiku o Te Ika Iwi members from any sources available to them including registration data, qualitative data from iwi providers and hapū and iwi plans.

44. All information provided under clauses **41** and **43** will be sent to the Secretariat.



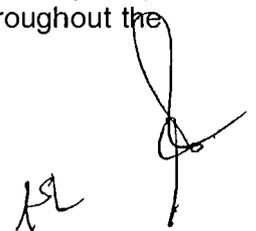
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45. Within two months of the receipt of the information provided by agencies and Te Hiku o Te Ika Iwi under clauses **41** and **43**, the Secretariat will review and analyse the information to determine the state of wellbeing in Te Hiku o Te Ika, identify key trends and areas where intervention is necessary, the degree of urgency in which intervention is required and evaluate previous interventions. The Responsible Agency will collate this information into a "State of Te Hiku o Te Ika Social Development and Wellbeing Report" ("the Report"). The Secretariat will approve the final version of the Report.
46. Within two months of the receipt of the Report, a Te Kāhui Tiaki Whānau Hui will take place to identify any Priority Outcomes and areas for intervention. Kaupapa Clusters will be established at the Te Kāhui Tiaki Whānau Hui to develop the targets and interventions required to achieve the Shared Outcomes or any Priority Outcomes. The agenda for the Taumata Rangatira Hui will also be agreed based on the Priority Outcomes and areas for intervention.
47. Within two months of the Te Kāhui Tiaki Whānau Hui the Kaupapa Clusters will develop proposed targets and interventions. Where possible, these interventions will then be implemented through the Kaupapa Clusters or otherwise by agreement between the relevant agencies and Te Hiku o Te Ika Iwi. Where Ministerial direction is required, the proposals will be included in the agenda for the Taumata Rangatira Hui.
48. The parties agree to use their best endeavours to implement the processes set out in clauses **40-47**, and that these processes will take place in the first year after the signing of this Accord and every five years thereafter.
49. In the event that an agency does not provide information in a timely fashion or a manner that is useful for evaluation purposes or otherwise fail to engage with the evaluation and planning process, it will be the role of the Responsible Agency to intercede as set out in clause **62**.

Annual Evaluation and Planning Cycle

50. The parties agree that the annual evaluation and planning cycle will involve the following steps:
- a. By 31 January: Agencies and Iwi to use their best endeavours to provide information relating to the agreed indicators, current approach to addressing wellbeing issues and proposed plans for forthcoming year(s).
 - b. By 31 March: The Secretariat to review and analyse the information provided.
 - c. By 31 May: Te Kāhui Tiaki Whānau Hui to assess progress in meeting wellbeing targets, discuss agency work programmes for forthcoming year, identify Priority Outcomes, establish or maintain Kaupapa Clusters and set agenda for the Taumata Rangatira Hui.
 - d. By 30 July: Kaupapa Clusters develop proposed interventions including recommendations to be presented to the Annual Taumata Rangatira Hui (where Ministerial direction is required). Kaupapa Clusters will continue to work together throughout the year to advance agreed work programmes.



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- e. By 30 September: Annual Taumata Rangatira Hui.
- f. By 30 November: Te Kāhui Tiaki Whānau Hui to discuss agency work programmes and agree the terms of reference for the reporting process for the following year.

51. In the first year of the Accord and every five years thereafter, the annual evaluation and planning process and the five yearly Report process will take place in parallel with any necessary amendment to the cycle set out in clause 50.

PORTFOLIO AGREEMENTS

52. A portfolio agreement means a letter of commitment, a memorandum of understanding or similar agreement that confirms the roles and responsibilities of the parties and identifies areas for co-operation and partnership.

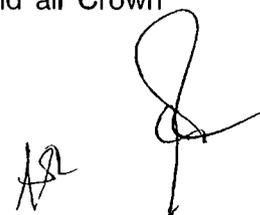
53. Portfolio agreements are made between Te Hiku o Te Ika Iwi and Government agency chief executives relevant to the Shared Outcomes and come into effect at the same time as the Accord is executed, or at a later date mutually agreed by the parties. The portfolio agreements contain detailed provisions setting out the steps and/or engagement to be taken to achieve the Shared Outcomes and the responsibilities of iwi and Crown agencies in relation to these steps.

54. At the date of signing this Accord includes the following portfolio agreements between Te Hiku o Te Ika Iwi and government agency chief executives:

- *Te Hiku o Te Ika - Ministry of Social Development Agreement*
- *Te Hiku o Te Ika - Ministry of Education - Tertiary Education Commission Agreement*
- *Te Hiku o Te Ika - Ministry of Justice, Department of Corrections, New Zealand Police Agreement*
- *Te Hiku o Te Ika - Ministry of Business, Innovation and Employment-Economic Development Agreement*
- *Te Hiku o Te Ika - Ministry of Business, Innovation and Employment- Labour Agreement*
- *Te Hiku o Te Ika - Department of Internal Affairs Agreement*
- *Te Hiku o Te Ika -Te Puni Kōkiri Agreement*
- *Te Hiku o Te Ika – Ministry of Business, Innovation and Employment - Building and Housing Agreement*
- *Te Hiku o Te Ika -Statistics New Zealand Agreement*

THE SECRETARIAT

55. A Te Hiku o Te Ika Iwi - Crown Secretariat will be formed, comprising members from the Ministry of Social Development, Te Puni Kōkiri, the Te Hiku o Te Ika Iwi and all Crown agencies that have signed portfolio agreements.

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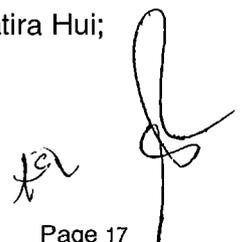
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56. The purpose of the Secretariat is to establish a collaborative and enduring relationship between Crown agencies and Te Hiku o Te Ika Iwi and to improve social development and wellbeing outcomes in Te Hiku o Te Ika.
57. The Secretariat will be co-managed by a Ministry of Social Development manager and a Te Hiku o Te Ika Iwi appointed member.
58. The Secretariat will operate at two levels: first, at the central government level, to ensure Te Hiku o Te Ika Iwi input into overarching policies and programmes and secondly, in the rohe, to ensure that areas of focus capture synergies with agencies' service delivery arms (e.g. Work and Income, Police, Corrections, etc).
59. The Secretariat will:
- a. support the annual Taumata Rangatira Hui in its deliberations;
 - b. support the Kāhui Tiaki Whānau and Kaupapa Cluster Group hui in their work;
 - c. oversee the collation and analysis of information that informs progress towards the shared outcomes, including the initial and five yearly State of Te Hiku o Te Ika Social Development and Wellbeing Reports;
 - d. ensure Te Hiku o Te Ika Iwi input into overarching policies and programmes, especially synergies that might exist between agencies and iwi and amongst different issues and interventions; and
 - e. ensure that Te Hiku o Te Ika Iwi are appropriately involved in informing the focus of agencies and interventions (e.g. Work and Income, Police, Corrections etc).
60. The Secretariat will support the Co-chairs of the annual Taumata Rangatira Hui and Co-chairs of the annual Te Kāhui Tiaki Whānau Hui in their reporting to the Te Hiku o Te Ika Iwi and the SSF.

RESPONSIBLE AGENCY

61. The Responsible Agency is the Ministry of Social Development ("MSD").
62. The Responsible Agency is responsible for:
- a. co-managing the Secretariat and reporting to SSF and to the Te Hiku o te Ika Iwi;
 - b. working with the Crown agencies which are party to this Accord and the portfolio agreements to ensure they provide timely and relevant available information and interact with other Crown agencies and Te Hiku o Te Ika Iwi as set out in this Accord;
 - c. working through the Secretariat to undertake administrative, research and analytical functions set out in clauses **38-51**;
 - d. working through the Secretariat to undertake administrative, research and analytical functions to prepare the initial and five yearly State of Te Hiku o Te Ika Social Development Wellbeing Reports;
 - e. jointly co-ordinating, with Te Puni Kōkiri ("TPK"), the annual Taumata Rangatira Hui;
 - f. jointly co-ordinating, with TPK, the twice yearly Te Kāhui Tiaki Whānau Hui;



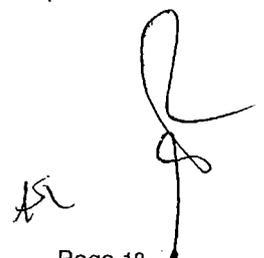
NGĀITAKOTO DEED OF SETTLEMENT
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- g. facilitating, with Te Hiku o Te Ika Iwi, relevant Kaupapa Cluster meetings; and
- h. establishing and maintaining an up to date register of contact details of the parties of the Accord and Portfolio Agreements.

COMMUNICATION AND CONSULTATION

63. The parties recognise the benefit of mutual information exchange and will as far as possible exchange any reasonably available information that is relevant to and will assist with the implementation of the Accord (including the attached portfolio agreements).
64. Where information has been requested under the Official Information Act 1982, from a Parliamentary Select Committee, or as a Parliamentary Question, the Crown will, where practicable, consult with the other parties before responding.
65. The obligations in the Accord relating to communication and access to information do not apply to information that the Crown or Te Hiku o Te Ika is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure or information that may be withheld under the Official Information Act 1982 or the Privacy Act 1993).
66. The parties will maintain effective and efficient communication with one another by:
- a. ensuring that the respective parties have clear and agreed processes and opportunities for regular engagement; and
 - b. providing information on the identity and contact details of primary contacts and personnel responsible for matters relating to the Accord.
67. For the purpose of clause **66(a)**, regular engagement will involve kanohi ki te kanohi (face to face) contact as the preferred method of communication, and other methods of communication where appropriate.
68. Where consultation is required under this Accord, the parties will:
- a. ensure the other is consulted as soon as reasonably practicable following the identification and determination of the proposal or issues to be the subject of the consultation;
 - b. provide the other with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;
 - c. approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the other party in relation to any of the matters that are subject to the consultation;
 - d. report back to the other party, either in writing or in person, on any decisions, and the reasons for them; and
 - e. use best endeavours to meet when requested by either party to discuss options to resolve concerns.



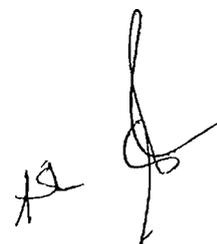
1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

REVIEW / VARIATION OF ACCORD AND PORTFOLIO AGREEMENTS

69. The parties agree that the Accord and associated portfolio agreements are living documents which should be updated and adapted to take account of current and future developments. This includes considering whether there is an on-going need for the Accord or a particular portfolio agreement.
70. Any of the parties may request that the Accord or a particular portfolio agreement be reviewed, and the details of such a review will be agreed between the parties.
71. The Accord and portfolio agreements will be reviewed at least three years from the date of signing and, every three years thereafter.
72. The Accord or a portfolio agreement/s may be modified, replaced or terminated if all parties to the Accord or portfolio agreement/s agree in writing to such modification, replacement or termination. A portfolio agreement may be modified, replaced or terminated without affecting the operation of the Accord or other portfolio agreements.
73. The parties will consider entering into further portfolio agreements as necessary to better achieve the Shared Outcomes set out at clause 21.

RESOLUTION OF MATTERS

74. If any of the parties considers that any other party is not complying with the Accord (including the attached portfolio agreements) then that party will advise the other party and the parties will work together in good faith to try to resolve the matter.
75. If the matter cannot be resolved informally then the party may give written notice to the other that there is an issue to be resolved. The following process shall be undertaken once notice is received by either party:
- a. within 20 working days of being given written notice, the relevant contact person from each of the parties involved in the dispute will meet to work in good faith to resolve the issue;
 - b. if the issue has not been resolved within 20 working days of the meeting referred to in clause 75(a), the Relevant Chief Executive will meet with the Chief Executive of the relevant Te Hiku o Te Ika iwi party or parties to work in good faith to resolve the issue; and
 - c. if the issue has still not been resolved within 20 working days of the meeting referred to in clause 75(b), the Chairman of the Te Hiku o Te Ika iwi party or parties and the Appropriate Minister or Ministers will meet to work in good faith to resolve the issue provided it is not inconsistent with statutory obligations.
76. For the purposes of clause 75(b) the Relevant Chief Executive is:
- a. the Chief Executive of the Responsible Agency if the issue or issues relates to the Accord; or
 - b. the Chief Executive with responsibility for the portfolio agreement(s) if the issue or issues relates to a particular portfolio agreement or agreements.



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77. For the purposes of clause **75(c)** the Appropriate Minister is:

- a. the Chair of the Cabinet Social Policy Committee if the issue or issues relates to the Accord; or
- b. the Minister with responsibility for the relevant portfolio if the issue or issues relates to a particular portfolio agreement or agreements.

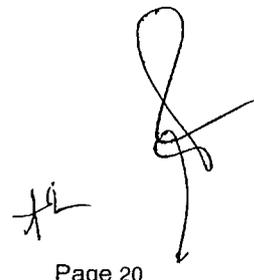
78. The parties may also request the Responsible Agency to assist them to resolve any matters.

LIMITS OF ACCORD

79. The Crown and the Te Hiku o Te Ika iwi have signed this Accord in the context of the Treaty settlements signed between the Crown and the individual Te Hiku o Te Ika Iwi. The Crown will use its best endeavours to uphold and fulfil the commitments it gives in this Accord. Notwithstanding this and for the avoidance of doubt

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

80. The commitments under the Accord are limited to the extent that they are within the capability and resources of Te Hiku o Te Ika Iwi and Crown agencies. However, all parties recognise that in order to achieve the Shared Outcomes, deliberate steps will be required from each party, including the allocation of appropriate resources. Each party is committed to taking such steps on an ongoing basis, and will not adopt measures which would prejudice the achievement of the Shared Outcomes or progress already made without prior consultation with the other party and prior consideration of all reasonable alternatives.



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

COMMENCEMENT OF ACCORD, PORTFOLIO AGREEMENTS, AND OTHER FORMAL AGREEMENTS

81. The Accord comes into effect when it is signed, as do the associated portfolio agreements and any other formal agreement reached between the parties.

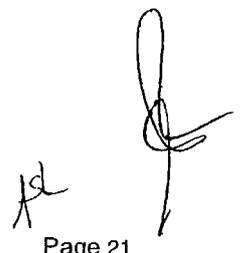
INTERPRETATION

82. Terms and expressions that are not defined in the Accord but are defined in the Deeds of Settlement have the meaning that they have in the Deeds of Settlement.

ADMINISTERING AGENCIES

83. The administering agencies of this Accord, with oversight for its implementation and related co-ordination are:

- a. Te Aupōuri through Te Rūnanga Nui o Te Aupōuri Trust;
- b. Ngāti Kuri through Te Manawa o Ngāti Kuri Trust;
- c. NgāiTakoto through Te Rūnanga o NgāiTakoto;
- d. Te Rarawa through Te Rūnanga o Te Rarawa;
- e. Ministry of Social Development.



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CONTACT DETAILS

<p>[name] Physical Address:</p> <p>Postal Address:</p>	<p>[name] Physical Address:</p> <p>Postal Address:</p>
<p>[name] Physical Address:</p> <p>Postal Address:</p>	<p>[name] Physical Address:</p> <p>Postal Address:</p>
<p>[name] Physical Address:</p> <p>Postal Address:</p>	<p>[name] Physical Address:</p> <p>Postal Address:</p>

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

DEFINITIONS & GLOSSARY

Cabinet Social Policy Committee or SOC means the existing Cabinet Committee whose terms of reference is to consider social policy issues including health, education and welfare.

Deed of Settlement means the Deed of Settlement between Te Hiku o Te Ika Iwi and the Crown or the Deed of Settlement between one of the iwi and the Crown recording the settlement or partial settlement of the historical claims of Te Hiku o Te Ika Iwi or one of the iwi which have been ratified by the members of the iwi, and includes any amendment to those Deeds.

Indicators means the agreed indicators to be used to determine the current state of wellbeing of Te Hiku o Te Ika Iwi members as set out in clause 38.

Kaupapa Cluster means a working group of senior representatives of relevant government departments and senior representatives of Te Hiku o Te Ika Iwi established under clause 32 to progress work in relation to a particular Priority Outcome or kaupapa.

NgāiTakoto has the meaning set out in clause 11.9 of the NgāiTakoto Deed of Settlement;

Ngāti Kahu has the meaning set out in paragraph 58 of the Ngāti Kahu Agreement in Principle signed on 17 September 2008;

Ngāti Kuri has the meaning set out in clause [x] of the Ngāti Kuri Deed of Settlement;

Post Settlement Governance Entity means the entity established by each Te Hiku o Te Ika Iwi to hold and manage the settlement redress transferred to that iwi by the Crown under their Deed of Settlement.

Priority Outcomes means one or more of the Shared Outcomes which has been identified as a priority in accordance with the processes set out at clauses 26(b), 33(b), 50 and 51.

Purpose means the purpose of the Accord as set out at clause 6.

Relevant Chief Executive has the meaning given to this term by clause 76.

Responsible Agency means the Ministry of Social Development. The Responsible Agency has the functions set out in clause 62.

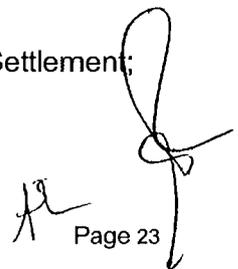
Secretariat means the secretariat that will be established and operate in accordance with clauses 55-60.

Shared Outcomes means the shared social development and wellbeing outcomes set out at clause 121.

State of Te Hiku o Te Ika Social Development and Wellbeing Report or the Report means the report regarding the state of social development and wellbeing of the members of Te Hiku o Te Ika Iwi prepared in the first year after the Accord comes into effect and every five years thereafter in accordance with clause 45.

Taumata Rangatira Hui means the annual hui between Te Hiku o Te Ika Iwi Governance Representatives and Ministers of the Crown and other delegates whose portfolios align to the agreed agenda.

Te Aupōuri has the meaning set out in clause 12.10 of the Te Aupōuri Deed of Settlement;



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Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord or **Accord** means this Accord and includes the portfolio agreements set out in the schedules to this Accord.

Te Hiku o Te Ika Iwi Governance Representatives or **Governance Representatives** means members of the Boards of the post-settlement governance entities for Te Hiku o Te Ika Iwi.

Te Hiku o Te Ika Iwi: are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:

- a. Ngāti Kurī;
- b. Te Aupōuri;
- c. NgāiTakoto;
- d. Ngāti Kahu; and
- e. Te Rarawa.

Although Ngāti Kahu is not a party to this Accord, for the purposes of this document, the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Accord, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.

Te Kāhui Tiaki Whānau means the operational level engagement between Te Hiku o Te Ika Iwi and the Crown.

Te Kāhui Tiaki Whānau Hui means the hui between senior representatives of relevant government departments and senior representatives of Te Hiku o Te Ika Iwi as part of the operational level engagement between the parties.

Te Rarawa has the meaning set out in clause 12.12 of the Te Rarawa Deed of Settlement.



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ANNEX A: PORTFOLIO AGREEMENTS SCHEDULED TO THIS ACCORD

Schedule	Portfolio Agreement	Date Signed
Schedule 1	<i>Te Hiku o Te Ika Iwi - Ministry of Social Development Agreement</i>	
Schedule 2	<i>Te Hiku o Te Ika Iwi - Ministry of Education - Tertiary Education Commission: Agreement</i>	
Schedule 3	<i>Te Hiku o Te Ika Iwi - Ministry of Justice - New Zealand Police, and Department of Corrections: Justice Sector Agreement</i>	
Schedule 4	<i>Te Hiku o Te Ika Iwi - Ministry of Business, Innovation and Employment -Economic Development Agreement.</i>	
Schedule 5	<i>Te Hiku o Te Ika Iwi – Ministry of Business, Innovation and Employment - Labour Agreement</i>	
Schedule 6	<i>Te Hiku o Te Ika Iwi - Department of Internal Affairs Agreement</i>	
Schedule 7	<i>Te Hiku o Te Ika Iwi - Te Puni Kōkiri Agreement</i>	
Schedule 8	<i>Te Hiku o Te Ika Iwi – Ministry of Business, Innovation and Employment - Building and Housing Agreement</i>	
Schedule 9	<i>Te Hiku o Te Ika Iwi - Statistics New Zealand Agreement</i>	

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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

SCHEDULE 1:
TE HIKU O TE IKA - MINISTRY OF SOCIAL DEVELOPMENT AGREEMENT

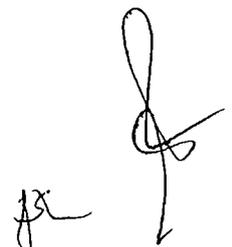
Parties

1. Te Hiku o Te Ika Iwi and the Ministry of Social Development (“MSD”) (together “the parties”) have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. Ngāi Takoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.

Context

6. Te Hiku o Te Ika Iwi and MSD have agreed to pursue a relationship based on matters of mutual interest.
7. The Ministry has stated that “partnering more closely with other government agencies and community agencies to do better for all New Zealanders”² will contribute towards achieving beneficial outcomes for all.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider quality partnerships with Crown agencies are a key part of providing for social transformation rather than an end in itself.
9. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the Shared Outcomes set out in clause 21 of the overarching Accord.

² Ministry of Social Development, Statement of Intent 2010 - 2013, pp 8.



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Agreements

10. The areas that the parties have agreed to collaborate on include, but are not limited to the matters set out in clauses **6 to 9** of this portfolio agreement.
11. MSD has agreed to be the Responsible Agency in organising the Crown's engagement with Te Hiku o Te Ika Iwi as set out in the overarching Accord.
12. This role will include brokering relationships between Te Hiku o Te Ika Iwi and other government agencies.

Information sharing

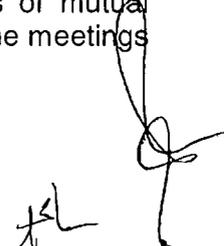
13. The parties will share information (where that information is not sensitive or confidential to the parties) in relation to matters of mutual interest.
14. MSD will provide any relevant information for the Five Yearly State of Te Hiku o Te Ika Wellbeing Report and the associated annual evaluation process, as set out in clauses **38-51** of the overarching Accord.

Policy

15. As part of its consultation activities, MSD will proactively engage with Te Hiku o Te Ika Iwi in relation to the development and implementation of policy in areas relating to the Minister of Social Development and Employment's portfolio.
16. MSD engagement will operate at both a National Office and Regional Office level.

Meetings

17. MSD and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities. MSD will support the Minister of Social Development and Employment's, or their appropriate delegate's, attendance at the annual Taumata Rangatira Hui.
18. MSD and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required, to discuss:
 - a. the matters set out at clauses **6 to 9** of this portfolio agreement;
 - b. issues that are presenting and the way in which both parties might assist each other to address these; and
 - c. the matters set out at clauses **33, 47-48 and 50 and 51** of the Accord.
19. The Chief Executive, MSD or a delegated senior executive will attend the biannual Te Kāhui Tiaki Whānau Hui.
20. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.



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Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

21. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].
22. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive
Ministry of Social Development

Date: / /

Chair
Te Rūnanga Nui o Te Aupōuri Trust

Date: / /

Chair
Te Rūnanga o Te Rarawa

Date: / /

Chair
Te Manawa o Ngāti Kuri Trust

Date: / /

Chair
Te Rūnanga o Ngāi Takoto

Date: / /

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SCHEDULE 2:
**TE HIKU O TE IKA IWI - MINISTRY OF EDUCATION - TERTIARY EDUCATION
COMMISSION AGREEMENT**

Context

1. Te Hiku o Te Ika Iwi, the Ministry of Education (“the Ministry”) and the Tertiary Education Commission (“the Commission”) (together “the parties”) have agreed to pursue a relationship based on areas of mutual interest.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - a. Ngāi Takoto;
 - b. Ngāti Kahu; and
 - c. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties acknowledge that their respective visions are closely aligned and that working together has the potential to promote the goals of each. Achieving quality education outcomes means that all people have the skill and knowledge they need to be engaged and informed citizens and part of a productive work force.
7. The Ministry and the Commission are committed to lifting the performance of the education system. Achieving this for and with iwi and Māori is a priority in order to strengthen Māori education outcomes and ensure that ‘Māori enjoy education success as Māori³’ across the education system.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider quality education and training to be a key part of providing for social transformation rather than an end in itself.” This Accord provides the opportunity to work collaboratively for the benefit of Te Hiku o Te Ika Iwi learners with a focus on strengthening their access to identity, language and culture.

³ Ministry of Education Māori Education Strategy *Ka Hikitia: Managing for Success 2008-2012*.

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9. The parties are committed to the shared social development and wellbeing Outcomes set out at clause **21** of the Accord, in particular, Outcome 2 'Educated and Skilled':

Educated and Skilled: The members of Te Hiku o Te Ika Iwi are well educated and skilled people who positively contribute to society and their own wellbeing.

10. The parties will abide by the shared relationship principles set out in the overarching Accord (clauses **18-19**).

Agreements

11. The Ministry will work with Te Hiku o Te Ika Iwi to conduct this relationship in a manner consistent with *Whakapūmātia, Papakōwhaitia, Tau ana - Grasp, Embrace and Realise: Conducting Excellent Education Relationships between Iwi and the Ministry of Education*.

12. The Ministry will endeavour to work with Te Hiku o Te Ika Iwi to ensure active engagement and participation of iwi in Ministry processes from policy design and development, implementation, service delivery and evaluation, and in determining specific investment priorities based on agreed outcomes.

13. To achieve this, the parties have agreed that:

- a. The Ministry will endeavour to work with Te Hiku o Te Ika Iwi to provide information and evidence in relation to Te Hiku o Te Ika Iwi in education as well as iwi strengths and priorities, to support analysis and inform priority setting and planning as part of the annual evaluation and planning process and production of the Five Yearly State of Te Hiku o Te Ika Social Well-being Report (clause **41** of the Accord).
- b. Specific areas of shared work between the Ministry, Te Hiku o Te Ika Iwi, and the Commission will be determined once Priority Outcomes and areas for intervention are identified and agreed through the evaluation and planning process set out at clauses **38** and **39** of the Accord taking into account iwi aspirations and the Government's education priorities.
- c. The parties will work together to identify where specific Te Hiku o Te Ika Iwi priorities or desired actions fall outside the scope of current government policy, so that these issues can be raised at the annual Taumata Rangatira Hui.
- d. The parties will work together to determine a plan for shared contribution to the educational success of Te Hiku o Te Ika Iwi. This may involve working with other Agencies in a Kaupapa Cluster. Te Hiku o Te Ika Iwi will be the author and owner of this plan.
- e. The relationship will be co-ordinated on the Ministry's side by a lead Partnership Advisor from within Group Māori who will, over time, broker relationships within and across the Ministry to support the education interests of Te Hiku o Te Ika Iwi, including early childhood education and schooling.
- f. The Partnership Advisor will advise when Te Hiku o Te Ika Iwi education priorities fall within the responsibilities of the Commission or any other education agencies, in which case the responsibility to work with the iwi will transfer to the relevant agency. The Partnership Advisor will support Te Hiku o Te Ika Iwi to broker relationships within each relevant agency.

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- g. The Ministry will endeavour to facilitate access by Te Hiku o Te Ika Iwi to non-party government education agencies, should Te Hiku o Te Ika Iwi priorities and interests fall outside of the scope and authority of the Ministry.
- h. The Commission will endeavour to facilitate, when identified by Te Hiku o Te Ika Iwi as relevant to their priorities, direct communication between Te Hiku o Te Ika Iwi and tertiary education providers.

14. Other areas of work may be agreed from time to time between the parties.

Meetings

- 15. The Ministry (on behalf of itself and the Commission) and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current education priorities.
- 16. The Ministry will support the Minister of Education's or appropriate delegate's attendance at the annual Taumata Rangatira Hui.
- 17. The Ministry and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui as required, to discuss:
 - a. the matters set out at clause **13** of this portfolio agreement;
 - b. issues that are presenting and the way in which both parties might assist each other to address these; and
 - c. the matters set out at clause **33** of the Accord.

18. The Secretary for Education and the Chief Executive of the Tertiary Education or a delegated senior executive will attend Te Kāhui Tiaki Whānau Hui.

19. At an operational level, the Ministry and Te Hiku o Te Ika Iwi will hold regular meetings including meetings where the Ministry is part of a Kaupapa Cluster group, as required to support the achievement of the five yearly social wellbeing targets, Priority Outcomes and work programmes for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

20. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].

21. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.




NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Secretary for Education
Ministry of Education

Chief Executive
Tertiary Education
Commission

Chair
Te Rūnanga o Te Rarawa

Date: / /

Date: / /

Date: / /

Chair
Te Manawa o Ngāti Kuri
Trust

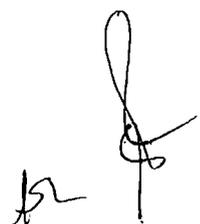
Chair
Te Rūnanga o
NgāiTakoto

Chair
Te Rūnanga Nui o Te
Aupōuri Trust:

Date: / /

Date: / /

Date: / /



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

**SCHEDULE 3:
TE HIKU O TE IKA IWI - MINISTRY OF JUSTICE, NEW ZEALAND POLICE
AND DEPARTMENT OF CORRECTIONS: JUSTICE SECTOR AGREEMENT**

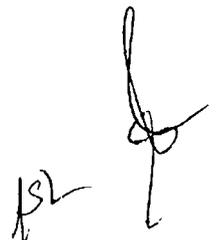
Context

1. Te Hiku o Te Ika Iwi and the Ministry of Justice, New Zealand Police and the Department of Corrections (“the Justice Sector agencies”) (together “the Parties”) have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development and wellbeing of whānau, hapū and iwi of Te Hiku o Te Ika as this relates to the justice sector.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. NgāiTakoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
4. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
5. In the event that Ngāti Kahu is not a party to this portfolio agreement the term Te Hiku o Te Ika shall mean the four iwi of Te Hiku o Te Ika that are parties to the portfolio agreement and Te Hiku o Te Ika shall have a corresponding meaning.
6. The parties to this portfolio agreement recognise that it does not bind the Judiciary or any decisions which the judicial branch of government makes in carrying out its activities.

Key outcomes

Te Hiku o Te Ika Iwi outcomes

7. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider the achievement of justice to be a key part of providing for social transformation rather than an end in itself.



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Overarching Justice Sector outcomes

8. The work of all the Justice Sector agencies contributes to the Justice Sector end outcome of:

A safe and just society where there are safer communities and civil and democratic rights and obligations are enjoyed.

9. For the next three years (2011-2014) the Justice Sector will be guided by the following priorities:
- a. public safety and maintaining public confidence in the criminal justice system;
 - b. implementing sector wide activities intended to reduce volumes of crime and cost across the sector; and
 - c. improving the performance of sector agencies.
10. The current Justice Sector Ministers (Justice Sector Ministers being Ministers of the Crown who, under the authority of a warrant or with the authority of the Prime Minister, are responsible for portfolios within the Justice Sector, including acting Ministers and Associate Ministers (as appropriate)) have agreed to develop a set of performance indicators to help measure whether policies are working:
- a. the entry of people into the criminal justice system - will show the prevalence of crime and whether social and justice sector interventions are effective;
 - b. the time it takes for cases to proceed through the court system - will indicate where there are opportunities to improve functioning and efficiency; and
 - c. the rate of re-offending - will show the effectiveness of rehabilitation and reintegration services and existing sanctions.

Shared outcome between Te Hiku o Te Ika Iwi and the Justice Sector

11. For the purposes of this portfolio agreement, Te Hiku o Te Ika Iwi and the Justice Sector agencies agree to a shared outcome (below) to support the work required from both parties to improve the social development and wellbeing of Te Hiku o Te Ika Iwi, hapū and whānau with a focus on the justice sector:

Respected and Safe: The members of Te Hiku o Te Ika Iwi are living in a safe and just society where there is respect for civil and democratic rights and obligations.

Agreements

12. Te Hiku o Te Ika Iwi and the Justice Sector agencies agree to:
- a. identify and agree the nature of information and data required for the five yearly State of Te Hiku o Te Ika Iwi Wellbeing Report to support the annual evaluation process and to use their best endeavours to exchange that information and data.
 - b. identify any projects of mutual benefit and priority on which collaboration would be useful and identify mechanisms for how these issues may be addressed, within the resources and capabilities available to Justice Sector agencies and Te Hiku Iwi.

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NGĀITAKOTO DEED OF SETTLEMENT
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

13. The Ministry of Justice will use its best endeavours to facilitate a meeting with the Te Hiku o Te Ika Iwi and the Chief District Court Judge to discuss the delivery of district court services.

Meetings

14. The Justice Sector agencies and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities.

15. The Justice Sector agencies will support their respective Ministers' or Associate Ministers' or appropriate delegates' attendance at the annual Taumata Rangatira Hui.

16. The Justice Sector agencies and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster meetings, as required, to discuss:

- a. the matters set out at clauses **12** and **13** of this portfolio agreement;
- b. issues that are presenting and the way in which both parties might assist each other to address these; and
- c. the matters set out at clause **33** of the Accord.

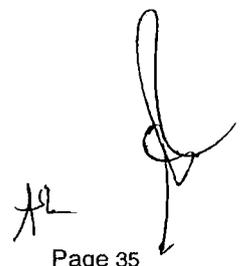
17. The Chief Executive, Ministry of Justice, the Chief Executive, Department of Corrections, and the Police Commissioner, or a delegated senior executive, will attend the Te Kāhui Tiaki Whānau Hui as the hui agenda requires.

18. The Justice Sector agencies and Te Hiku o Te Ika Iwi will engage on specific justice sector policy and interventions via the Kaupapa Clusters, as required to support the achievement of the five yearly social wellbeing targets and Priority Outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

19. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].

20. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.



NGĀITAKOTO DEED OF SETTLEMENT
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Chief Executive
Ministry of Justice

Chief Executive
Department of Corrections

Commissioner
New Zealand Police

Date: / /

Date: / /

Date: / /

Chair
Te Rūnanga Nui o Te Aupōuri Trust

Chair
Te Rūnanga o Te Rarawa

Date: / /

Date: / /

Chair
Te Manawa o Ngāti Kuri Trust

Chair
Te Rūnanga o Ngāi Takoto

Date: / /

Date: / /

SL


1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

SCHEDULE 4:
**TE HIKU O TE IKA IWI - MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT -
ECONOMIC DEVELOPMENT AGREEMENT**

Context

1. Te Hiku o Te Ika Iwi and the Ministry of Business, Innovation and Employment - Economic Development ("MED") have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. Ngāi Takoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. MED's core purpose is to foster economic development and prosperity for all New Zealanders. It has a broad range of roles in order to facilitate this.
7. MED's current priorities are built around six long term outcomes: enterprising and innovative businesses, international linkages, Auckland, dynamic and trusted markets, ease of doing business and efficient, reliable and responsive infrastructure services.
8. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider economic development to be a key part of providing for social transformation rather than an end in itself.
9. The parties are committed to the shared social development and wellbeing Outcomes set out at clause 21 of the Accord and, in particular, Outcome 6:

Economically Secure and Sustainable: The members of Te Hiku o Te Ika Iwi are engaging in a diverse, progressive and sustainable economy.
10. Working towards an economic strategy that identifies the key commercial opportunities, builds on the value and strengths of the region, and meets with market demand, will

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

take some time and expertise. The focus of the portfolio agreement is on establishing processes that will assist in the development of the strategy.

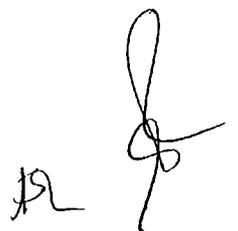
Agreements

11. The areas in which MED and Te Hiku o Te Ika Iwi have agreed to collaborate on are:

- a. MED will assist Te Hiku o Te Ika Iwi to identify and collate any existing data relating to economic development in the Te Hiku o Te Ika region, so as to form the basis for understanding the current state of the region's economy.
- b. MED will provide (either itself or through other providers) information and advice about opportunities for economic development and will assist where needed in the development of an Economic Development Strategy.
- c. MED will meet with Te Hiku o Te Ika Iwi:
 - i. to identify any projects of mutual benefit and priority on which collaboration would be useful;
 - ii. to identify and address any areas of particular interest or concern relating to MED's policy or service approach that may affect the region; and
 - iii. to attend Te Kahui Tiaki Whānau Hui where economic issues are a significant item.
- d. MED will contribute, where possible, to the State of Te Hiku o Te Ika Wellbeing report and annual evaluation and planning process.
- e. MED may refer some matters to its Crown entities or to other government agencies, where they may be better placed to help meet the required outcomes.

Meetings

12. The Ministry and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current economic priorities.
13. The Ministry will support the relevant Minister's or their appropriate delegate's attendance at the annual Taumata Rangatira Hui.
14. The Ministry and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and/or Kaupapa Cluster meetings, as required, to discuss:
 - a. the matters set out at clause **11** of this portfolio agreement;
 - b. issues that are presenting and the way in which both parties might assist each other to address these; and
 - c. the matters set out at clause **33, 47-48, 50-51** of the Accord.
15. The Chief Executive, Ministry of Economic Development or a delegated senior executive will attend the Te Kāhui Tiaki Whānau Hui, as the agenda requires.



NGĀITAKOTO DEED OF SETTLEMENT
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16. At an operational level, the Ministry and Te Hiku o Te Ika Iwi will hold more regular meetings including meetings where the Ministry is part of a Kaupapa Cluster, as required to support the achievement of the five yearly social wellbeing targets and Priority Outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

17. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].
18. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive
Ministry of Business,
Innovation and
Employment - Economic
Development

Chair
Te Rūnanga Nui o Te
Aupōuri Trust

Chair
Te Rūnanga o Te
Rarawa

Date: / /

Date: / /

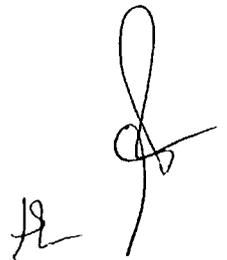
Date: / /

Chair
Te Manawa o Ngāti Kuri
Trust

Chair
Te Rūnanga o Ngāi Takoto

Date: / /

Date: / /



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

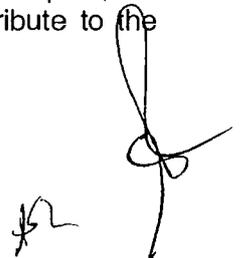
**SCHEDULE 5:
TE HIKU O TE IKA IWI – MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT -
LABOUR AGREEMENT**

Context

1. Te Hiku o Te Ika Iwi and the Ministry of Business, Innovation and Employment - Labour (“Te Tari Mahi”) have agreed to pursue a relationship based on matters of mutual interest.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. NgāiTakoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties acknowledge that they share similar goals. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Tari Mahi provides advice and delivers services aimed at growing New Zealand's economy and improving the quality of lives through a high performing labour market.
7. Te Tari Mahi has a Māori Strategy, with the vision “Māori organisations, workplaces and workforce are a thriving and dynamic component of the New Zealand economy.” The Strategy focuses on Māori business development, Māori workforce development, and building the internal capability and culture within Te Tari Mahi to enable it to deliver services more effectively to Māori.

Agreements

8. The parties affirm their commitment to the shared relationship principles in the Accord.
9. Considering the shared goals and shared commitment to the relationship principles, Te Tari Mahi wishes to engage with Te Hiku to determine how best it can contribute to the Shared Outcomes.



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

10. Te Tari Mahi, guided by its Māori Strategy, suggests the following specific actions.

Information on connectivity to the labour market

- a. Te Tari Mahi wishes to discuss how Te Hiku o Te Ika Iwi can benefit from:
 - i. information related to Māori and the labour market, including the Tu Mai Iwi Tool that provides a snapshot of iwi labour market information based on statistical data for all four Te Hiku iwi; and
 - ii. information and tools that Te Tari Mahi can offer to improve the understanding of employment relations and health and safety rights and obligations, within the rohe.

Projects of mutual interest

- b. Te Tari Mahi wishes to discuss with Te Hiku ways in which projects of mutual interest can be implemented within the rohe.

Other commitments

11. In common with other agencies, Te Tari Mahi will:

- a. contribute information as part of the Five Yearly State of Te Hiku o Te Ika Wellbeing Report/Target Setting process towards achieving the Shared Outcomes (clauses 41-49 of the Accord);
- b. contribute information as part of the Annual Evaluation and Planning Cycle (clause 50 of the Accord); and
- c. attend the meetings set out below.

Meetings

12. Te Tari Mahi and Te Hiku o Te Ika Iwi have met to discuss mutual expectations and current labour market priorities.

13. Te Tari Mahi will support the Minister of Labour's or the agreed delegate's attendance at the annual Taumata Rangatira Hui, if their Minister or the agreed delegate attends. The Department and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and at such meetings as may be agreed in clauses 15 below, to discuss:

- a. matters relating to the labour market, including employment, health & safety and related issues;
- b. issues that are presenting and the way in which both parties might assist each other to address these; and
- c. the matters set out at clause 33 of the Accord.

14. The Chief Executive, Te Tari Mahi or a delegated senior executive will attend Te Kāhui Tiaki Whānau Hui, by agreement.

15. At an operational level, Te Tari Mahi and Te Hiku o Te Ika Iwi will meet regularly (including at relevant Kaupapa Clusters) as required. Te Tari Mahi will attend to support the


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**NGĀITAKOTO DEED OF SETTLEMENT
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

achievement of the five yearly social wellbeing targets and priority outcomes and work programs for the relevant year. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

16. Te Tari Mahi will meet with Te Hiku o Te Ika Iwi and/or individual Te Hiku o Te Ika iwi to ensure individual iwi are aware of Te Tari Mahi's programmes delivering labour market information and assistance for improving employment relations and health and safety in the workplace, and assess how these programmes might assist iwi.

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

17. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].

- (18. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive
Ministry of Business,
Innovation and Employment
-Labour

Date: / /

Chair
Te Rūnanga Nui o Te
Aupōuri Trust

Date: / /

Chair
Te Rūnanga o Te Rarawa

Date: / /

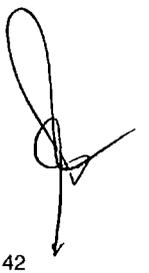
Chair
Te Manawa o Ngāti Kuri
Trust

Date: / /

Chair
Te Rūnanga o NgāiTakoto

Date: / /

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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

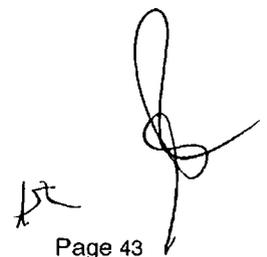
SCHEDULE 6:
TE HIKU O TE IKA IWI - DEPARTMENT OF INTERNAL AFFAIRS AGREEMENT

Context

1. Ngā iwi o Te Hiku o Te Ika and the Department of Internal Affairs (“the DIA agencies”) (together “the parties”) have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development of whānau, hapū and iwi of Te Hiku o Te Ika Iwi.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. NgāiTakoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause 18 of the overarching Accord.

Scope

7. The obligations in this portfolio agreement apply in respect of, and are limited to, those aspects of the Department’s Births, Deaths and Marriages functions that contribute to the Crown’s overall supply of information for the Wellbeing Report.
8. The parties acknowledge that any registered information that may be provided is limited to that available through the information disclosure provisions of the Births, Deaths, Marriages, and Relationships Registration Act 1995.
9. The Parties may agree to add other items not involved in the scope of this Accord as mutually agreed when the Accord is reviewed every 3 years.



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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Vision

10. The Crown and Te Hiku o Te Ika Iwi have a shared vision:

The communities, whānau, hapū and iwi of Te Hiku O Te Ika are culturally, socially and economically prosperous. Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku O Te Ika i te oranga tonutanga, kia rānea.

11. The Department will make a contribution to the achievement of the shared vision.

Implementation

12. Within 4 months of the signing of this portfolio agreement, the Parties will agree the information required to be supplied by the Department to Te Hiku within the Crown's overall responsibility to provide comprehensive data for the Wellbeing Report.

13. Within 6 months of the signing of this portfolio agreement, and every five years thereafter by 31 March, the Department will supply the agreed information to Te Hiku o Te Ika Iwi for the Wellbeing Report.

Meetings

14. The Department and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations.

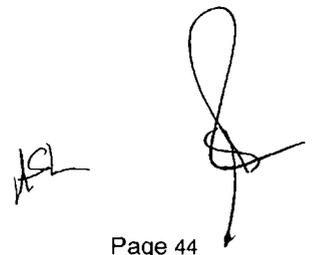
15. The Department will support the Minister of Internal Affairs' or their agreed delegate's attendance at the annual Taumata Rangatira Hui.

16. The Department and Te Hiku o Te Ika Iwi will meet at Te Kahui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as the agendas require, to discuss:

- a. opportunities for Te Hiku o Te Ika Iwi to access information registered with Births, Deaths and Marriages, and issues associated with that access including the limits of hapū and iwi identification within the existing data.
- b. future matters relating to births, deaths, and marriages, including identification of options to address any existing gaps in the collected data.
- c. the matters set out at clause **33** of the Social Accord.

17. The Chief Executive, Department of Internal Affairs or a delegated senior Manager will attend the biannual Te Kāhui Tiaki Whānau Hui, as the agendas require.

18. At an operational level, the Department and Te Hiku o Te Ika Iwi will hold more regular meetings including meetings where the Department is part of a Kaupapa Cluster group, as required to support the reporting of the achievement of the five yearly social wellbeing targets and priority outcomes and work programs every five years. The timing of these meetings will be determined by the parties once areas of shared work are agreed.

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NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Limits to the portfolio agreement, process for resolving matters, review provisions and process for varying the Accord

19. The limits to this portfolio agreement, the processes for reviewing provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord, signed on [date].
20. This portfolio agreement is to be read in conjunction with the Social Accord and is subject to it.
21. In reviewing this portfolio agreement every three years, the Department will discuss any new mutually agreed topic areas.
22. The relevant contact person with respect to this portfolio Agreement is the Registrar-General of Births, Deaths and Marriages).

Chief Executive
Department of Internal
Affairs

Date: / /

Chair
Te Rūnanga Nui o Te
Aupōuri Trust

Date: / /

Chair
Te Rūnanga o Te
Rarawa

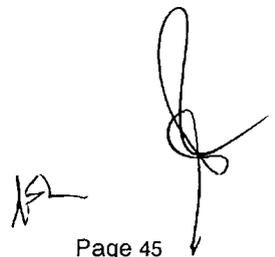
Date: / /

Chair
Te Manawa o Ngāti Kuri
Trust

Date: / /

Chair
Te Rūnanga o Ngāi Takoto

Date: / /



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

SCHEDULE 7:
TE HIKU O TE IKA IWI - TE PUNI KŌKIRI AGREEMENT

Context

1. Te Hiku o Te Ika Iwi and Te Puni Kōkiri (together “the parties”) have agreed to pursue a relationship based on matters of mutual interest. This Māori Affairs Accord will provide a mechanism for building on the existing relationship between the parties.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. NgāiTakoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause 18 of the overarching Accord.

Agreements

7. The areas that the parties have agreed to collaborate on include, but are not limited to the matters set out in clauses 8-13 of this portfolio agreement.
8. Te Puni Kōkiri will support the Responsible Agency in organising the Crown’s engagement with Te Hiku o Te Ika Iwi as set out in the overarching Accord.
9. This support role will include using best endeavours to broker relationships between Te Hiku o Te Ika Iwi and other government agencies.

Information sharing

10. The parties will share relevant information provided that the information is not subject to an obligation of confidentiality or non-disclosure of information under the Official Information Act 1982 or the Privacy Act 1993.



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

11. Te Puni Kōkiri will provide any relevant information that Te Puni Kōkiri has compiled for the Five Yearly State of Te Hiku o Te Ika Wellbeing Report and the associated annual evaluation process, in accordance with clause 41 of the overarching Accord.

Policy

12. As part of its consultation activities, Te Puni Kōkiri will proactively engage with Te Hiku o Te Ika Iwi in relation to the development and implementation of policy in areas relating to the Māori Affairs portfolio and that directly affect Te Hiku o Te Ika iwi.

13. Te Puni Kōkiri engagement will be multi-tiered, involving both Head Office and Regional Office.

Internships and secondments

14. Te Puni Kōkiri and Te Hiku o Te Ika Iwi will discuss opportunities for internships and secondments between the parties.

Funding

15. Te Puni Kōkiri will explore options for supporting the wider funding requirements for Te Hiku o Te Ika Iwi engagement in the Accord.

Meetings

16. Te Puni Kōkiri and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this portfolio agreement to discuss mutual expectations and current priorities.

17. Te Puni Kōkiri will support the Minister of Māori Affairs' or their appropriate delegate's attendance at the annual Taumata Rangatira Hui.

18. Te Puni Kōkiri and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required, to discuss:

- a. the matters set out at clauses 8-13 of this portfolio agreement;
- b. issues that are presenting and the way in which both parties might assist each other to address these; and
- c. the matters set out at clause 33 of the Accord.

19. The Chief Executive, Te Puni Kōkiri or a nominated senior official will attend the biannual Te Kāhui Tiaki Whānau Hui.

20. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm issues for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

21. The limits to this portfolio Agreement, the processes for resolving matters, review provisions and processes for varying this portfolio Agreement are specified in and will



NGĀITAKOTO DEED OF SETTLEMENT
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

be the same as the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].

22. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive
Te Puni Kōkiri

Date: / /

Chair
Te Rūnanga Nui o Te Aupōuri Trust

Date: / /

Chair
Te Rūnanga o Te Rarawa

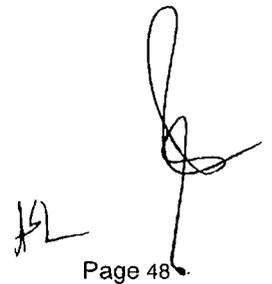
Date: / /

Chair
Te Manawa o Ngāti Kuri Trust

Date: / /

Chair
Te Rūnanga o Ngāi Takoto

Date: / /



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

SCHEDULE 8:
**TE IWI O TE HIKU O TE IKA IWI - DEPARTMENT OF
BUILDING AND HOUSING AGREEMENT**

Context

1. Te Hiku o Te Ika Iwi and the Department of Building and Housing ("the Department") (together "the parties") have agreed to pursue a relationship based on areas of mutual interest.
2. Te Hiku o Te Ika Iwi **ARE** those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - a. Ngāti Kuri;
 - b. Te Aupōuri;
 - c. NgāiTakoto;
 - d. Ngāti Kahu; and
 - e. Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties will abide by the shared relationship principles set out in the Accord (Clause 18).

Outcomes

7. The parties are committed to the shared social development and wellbeing Outcomes set out at clause 21 of the Accord, in particular, Outcome 5, 'Well Housed':

Well Housed; *The members of Te Hiku O Te ika Iwi are living in healthy and secure environments that are appropriate to their needs and culture.*

8. The Department's outcome is 'a building and housing market that delivers good quality affordable homes and buildings for New Zealanders that contribute to strong communities and a prosperous economy'.
9. Te Hiku o Te Ika Iwi are committed to the social transformation of their people. Te Hiku o Te Ika Iwi consider that the provision of good housing is a key part of providing for social transformation not an end in itself. Te Hiku o Te Ika Iwi acknowledge that being well housed is one of many contributors to social transformation.



1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

10. The parties believe their outcomes are aligned.

Agreements

11. The areas in which the Department and Te Hiku o Te Ika Iwi have agreed to collaborate on are:

- a. The Department regularly reports on the building, construction and housing sector and will investigate the potential to disaggregate data to the rohe covered by the accord for the annual and five year planning cycles;
- b. The Department will assist Te Hiku o Te Ika Iwi to identify and collate any other existing data relating to housing in the Te Hiku o Te Ika region, to form the basis for understanding the current state of the region's housing issues;
- c. The Department will provide (either itself or through other providers) information and will assist where needed in the development of any Housing Strategy for Te Hiku Iwi;
- d. The Department and Te Hiku o Te Ika Iwi will discuss the provision of social and affordable housing including Te Hiku o Te Ika Iwi acting as a potential provider in the development and provision of housing;
- e. The Department will contribute to the State of Te Hiku o Te Ika Social Development and Wellbeing report and annual evaluation process;
- f. The Department will facilitate the development of a relationship between Te Hiku o Te Ika Iwi and Housing New Zealand Corporation; and
- g. the Department may refer some matters to Housing New Zealand Corporation or to other government agencies, where they may be better placed to help achieve the outcomes.

Meetings

12. The Department will provide support for the relevant Minister or their appropriate delegates to attend the annual Taumata Rangatira Hui.

13. The Department and Te Hiku o Te Ika Iwi will meet at Te Kāhui Tiaki Whānau Hui and the Kaupapa Cluster Hui, as required to:

- a. identify any projects of mutual benefit and priority on which collaboration would be useful; and
- b. identify and address any areas of particular interest or concern relating to the Department's policy or service approach that may affect the region.
- c. discuss the matters set out at clause 11 of this portfolio agreement
- d. discuss the matters set out at clause 33 of the Accord.

14. The Chief Executive of the Department or a delegated senior executive will attend the biannual Te Kāhui Tiaki Whānau Hui.

15. As well as meetings associated with the annual Taumata Rangatira Hui, the Kāhui Tiaki Whānau Hui and the Kaupapa clusters, the parties will meet as required to confirm issues

NGĀITAKOTO DEED OF SETTLEMENT
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

for collaboration, update on progress and identify issues of mutual interest as part of the implementation process. The dates and venues for the meetings are to be agreed between the parties.

Limits to the Accord, process for resolving matters, review provisions and process for varying the Accord

16. The limits to this portfolio agreement, the processes for resolving matters, review provisions and processes for varying this portfolio agreement are specified in the overarching Te Hiku o Te Ika - Crown Social Development and Wellbeing Accord, signed on [date].

17. This portfolio agreement is to be read in conjunction with the Accord and is subject to it.

Chief Executive
Ministry of Business, Innovation and
Employment - Building and Housing

Date: / /

Chair
Te Rūnanga Nui o Te Aupōuri Trust
Date: / /

Chair
Te Rūnanga o Te Rarawa
Date: / /

Chair
Te Manawa o Ngāti Kuri
Date: / /

Chair
Te Rūnanga o Ngāi Takoto
Date: / /

1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

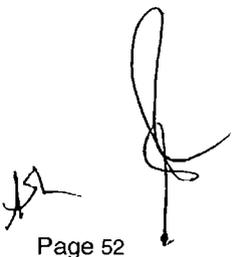
**SCHEDULE 9:
TE IWI O TE HIKU O TE IKA IWI - STATISTICS NEW ZEALAND
PORTFOLIO AGREEMENT**

Context

1. Te Hiku o Te Ika Iwi and Statistics New Zealand (“Stats NZ”) (together “the parties”) have agreed to pursue a relationship on matters of mutual interest to support the improvement of the social development of whānau, hapū and iwi of Te Hiku o Te Ika.
2. Te Hiku o Te Ika Iwi are those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - (a) Ngāti Kuri;
 - (b) Te Aupōuri;
 - (c) NgāiTakoto;
 - (d) Ngāti Kahu; and
 - (e) Te Rarawa.
3. The details of the iwi rohe and affiliations are set out in the respective Deeds of Settlement.
4. Although Ngāti Kahu is not a party to this portfolio agreement, for the purposes of this document the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this portfolio agreement, or, where appropriate, the post settlement governance entities of the four iwi, and Te Hiku o Te Ika shall have a corresponding meaning.
5. Ngāti Kahu may become a party to this portfolio agreement at any time by giving written notice to the parties.
6. The parties agree to abide by the shared relationship principles set out in the overarching Accord. The parties are committed to using best endeavours to give effect to achieving the outcomes set out in clause 18 of the overarching Accord.

Scope

7. The obligations in this portfolio agreement apply in respect of those aspects of the Stats NZ’s functions that contribute to the Crown’s overall supply of official information.
8. The parties acknowledge that any information that may be provided is subject to the privacy and confidentiality provisions of the Statistics Act 1975.
9. The parties agree there will be no charge for information or support that Stats NZ provide to Te Hiku o Te Ika Iwi that it would normally provide publicly and freely.
10. The Parties may agree to add other items not involved in the scope of this Accord as mutually agreed when the Accord is reviewed every 3 years.



NGĀITAKOTO DEED OF SETTLEMENT
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Vision

11. The Crown and Te Hiku of Te Ika Iwi have a shared vision:

The communities, whānau, hapū and iwi of <i>Te Hiku O Te Ika</i> are culturally, socially and economically prosperous.	Kia whiwhi ngā hāpori, whānau, hapū me ngā iwi o Te Hiku O Te Ika i te oranga tonutanga, kia rānea.
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12. Stats NZ supports this vision.

Implementation

13. Within 4 months of the signing of this portfolio agreement, the Parties will discuss the information and support required to be supplied by Stats NZ to Te Hiku of Te Ika Iwi within the Crown's overall responsibility to provide comprehensive data for the Wellbeing Report.

14. Within 6 months of the signing of this portfolio agreement, and every five years thereafter by 31 March, Stats NZ will supply the agreed information, and provided advice and support to Te Hiku of Te Ika Iwi to assist in the development of the Wellbeing Report.

Meetings

15. Stats NZ and Te Hiku o Te Ika Iwi have met in anticipation of the signing of this agreement to discuss mutual expectations.

16. Stats NZ and Te Hiku o Te Ika Iwi will also meet, as required, to discuss:

(a) the information that Stats NZ will supply which will include:

- (i) the Census Far North Iwi Profile, and the available individual profiles of Far North Iwi;
- (ii) the Census Far North Region Profile; and
- (iii) the Census Quick Stats About Māori Report;

(b) how Stats NZ could support to the Iwi on:

- (i) how this data might be used;
- (ii) how this data could be updated and improved;
- (iii) how they might best collect their own hapū and iwi data; and
- (iv) any other matters related to the monitoring of wellbeing in Te Hiku o Te Ika; and

(c) the matters set out at clause 33 of the Social Accord.

17. Stats NZ will support the Minister of Statistics or their delegate's attendance at the annual Taumata Rangatira Hui. The Government Statistician, Stats NZ or a delegated senior Manager will attend the biannual *Te Kāhui Tiaki Whānau Hui*, as the agendas require.



NGĀITAKOTO DEED OF SETTLEMENT
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1: TE HIKU O TE IKA - CROWN SOCIAL DEVELOPMENT AND WELLBEING ACCORD

Limits to the portfolio agreement, review provisions and process for varying the Accord

18. The limits to this portfolio agreement, the processes for reviewing provisions and processes for varying this agreement are specified in the overarching Te Hiku o Te Ika Iwi - Crown Social Development and Wellbeing Accord, signed on [date].
19. This portfolio agreement is to be read in conjunction with the Social Accord and is subject to it.

Geoff Bascand
Government Statistician
Statistics New Zealand

Date: / /

Chair
Te Rūnanga Nui o Te
Aupōuri Trust

Date: / /

Chair
Te Rūnanga o Te
Rarawa

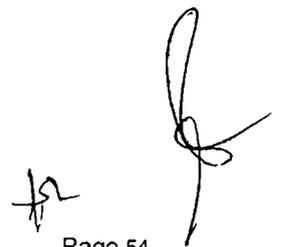
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Chair
Te Manawa o Ngāti Kuri

Date: / /

Chair
Te Rūnanga o Ngāi Takoto

Date: / /



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2. STATEMENTS OF ASSOCIATION

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2: STATEMENTS OF ASSOCIATION

The statements of association of NgāiTakoto are set out below. These are statements of the particular cultural, spiritual, historical, and traditional association of NgāiTakoto with identified areas.

AWANUI RIVER

The Awanui River flows through Kaitaia to the Rangaunu Harbour. It is the lifeblood that sustains NgāiTakoto and flows through the NgāiTakoto whenua (Papatuanuku). The river was the main mode of transport for NgāiTakoto historically and provided fresh water for people living in the various NgāiTakoto pa and papakainga above and alongside the river especially Waimanoni and Mahimaru. It was also a source of food including eel, kopupu, inanga and mullet. The river provided access to the seasonal campsites both inland and on the coast. NgāiTakoto travelled the river inland to the Mangamuka Range, to the Raunganu Harbour and to Te Oneroha Tohe. Awanui River is the junction between the east and west, and south and north rohe of NgāiTakoto. After European settlement the river became a significant port for commerce that took place in the iwi's rohe.

WHANGATANE SPILLWAY

The Whangatane River, part of which was constructed into a spillway to help drain adjacent land and protect it from flooding, flows into the Rangaunu Harbour. The land on both sides of the river was swamp before the spillway was built. Construction took two years and the spillway was completed in 1933. Whānau from the nearby communities helped to build it.

NgāiTakoto sees the Whangatane River and the spillway as a natural boundary between NgāiTakoto iwi and their kin in other iwi to the east. Like other rivers in the NgāiTakoto rohe it provides the lifeblood that sustains NgāiTakoto. It is said that the NgāiTakoto rangatira Tikiahi was laid to rest in the swamps of the Whangatane River such was his mana and affiliation to the area.

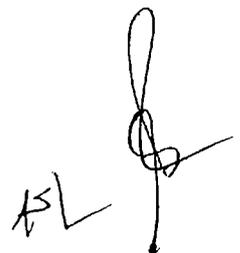
The Whangatane River sustained the papakainga that were established along its banks for the purposes of allowing NgāiTakoto to cultivate their gardens and establish their residences. The swamp was used for taro gardens and provided eels, fern root and other foods as well as harakeke.

LAKE WAIKARAMU

This shallow inland lake is named after the tupuna Waikaramu. Like the person it was named after, "when you needed it the lake was never around". In the summer it dried up at a time when the iwi required the water. That behaviour was likened to the traits of the tupuna Waikaramu who when needed also could not be found. When the lake dried up the iwi were forced to rely upon a number of puna (spring) nearby which provided an alternative ongoing water supply through the year.

Koiwi that were exposed near the beach were reinterred in urupa near the lake to provide them with a more secure resting place. The rangatira Paora was also buried beside the lake.

An orchard was established near the lake and sustained by its waters to provide fruit for those living at nearby settlements. NgāiTakoto obtained fish from the lake including species of mud fish and eels as well as wild fowl.

A handwritten signature in black ink, consisting of a stylized 'SL' followed by a large, looping flourish.

2: STATEMENTS OF ASSOCIATION

LAKE ROTOROA AND LAKE HEATHER (WAI TE HUAUA)

Except Rotoroa these small lakes are isolated. They were important sources of eel, fish and various bird life. Kuta was also collected from these lakes and used in weaving. In many instances small whānau groups settled around the lakes and were sustained by them. NgāiTakoto wāhi tapu are scattered around the lakes.

LAKE NGATU RECREATION RESERVE

Ngatu is one of three lakes in the same area, the others being Rotokawau and Waiparera, which are located at the northern end of Te Make. Ngatu provided fresh water and food gathering opportunities and other resources as the iwi travelled throughout its rohe, especially as Ngatu is on the main route for iwi travelling to and from Te Oneroa-a-Tōhē.

The lake derives its name from the hill situated at its northern end which was called Puke Ngatu. After a nearby battle, another iwi retreated towards the beach assisted by their NgāiTakoto relatives, stopping at the lake on the way to wash the bodies of the dead killed during that battle. The wounded also washed there. The name of the maunga has over time been applied to the lake.

Various papakainga were sustained by the lake's resources. Other NgāiTakoto lakes were a food resource as eel, various fish species and birds were collected there but Ngatu was also renowned for the kuta (like many other NgāiTakoto lakes) which grew in the lake and was used to make cloaks. The association with clothes and the body also made it an appropriate place to wash and bathe.

RARAWA BEACH CAMPGROUND

NgāiTakoto has continuously maintained associations with the beaches on the Houhora Peninsula including Rarawa Beach. NgāiTakoto consider the Rarawa Beach campground is the contemporary boundary with other iwi.

A major NgāiTakoto kainga (fishing village) was located at Houhora on the Rangaunu Harbour and along various access sites of the peninsular were other settlements. These places were occupied year round as well as seasonally to take advantage of the substantial fishing resources within and outside the Rangaunu Harbour that supported the NgāiTakoto settlements at Houhora.

The area of the traditional rohe of NgāiTakoto included the Houhora Peninsula and its beaches which were areas used to access the traditional fishing grounds. The peninsula was the launching point for waka that would take NgāiTakoto on their seasonal deep sea fishing trips to catch whales, hapuka, and other fish. Sea going waka were necessary for these fishing expeditions. Among other kaimoana were significant shell fish stocks such as cockles, mussels, oysters, and many species of fish were caught using nets and hand lines with baited hooks and lures.

NgāiTakoto residing on the Houhora Peninsula also harvested the kai moana in the inner Rangaunu Harbour. The water drains out of the harbour during low tide and the pipi beds in the middle of the harbour were substantial. Porpoises, seals penguins and whales also came into the harbour during certain seasons and they also contributed to the local NgāiTakoto tribal diet. The presence of these fish species is reflected in the traditions encapsulated in NgāiTakoto histories. Maunga Tohoraha also features prominently in the iwi's tribal histories as the maunga of significance to NgāiTakoto living in the Houhora area.

2: STATEMENTS OF ASSOCIATION

KOWHAI BEACH

NgāiTakoto has continuously maintained associations with the beaches on the Houhora Peninsula including Kowhai Beach.

A major NgāiTakoto kainga (fishing village) was located at Houhora on the Rangaunu Harbour and along various access sites of the peninsular were other settlements. These places were occupied year round as well as seasonally to take advantage of the substantial fishing resources within and outside the Rangaunu harbour that supported the NgāiTakoto settlements at Houhora.

The area of the traditional rohe of NgāiTakoto included the Houhora Peninsula and its beaches including Kowhai Beach which were areas used to access the traditional fishing grounds. The peninsula was the launching point for waka that would take NgāiTakoto on their seasonal deep sea fishing trips to catch whales, hapuka, and other fish. Sea going waka were necessary for these fishing expeditions. Among other kaimoana were significant shell fish stocks such as cockles, mussels, oysters, and many species of fish were caught using nets and hand lines with baited hooks and lures.

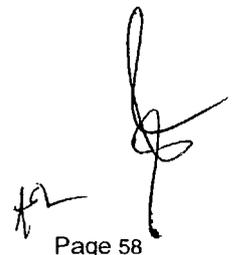
NgāiTakoto residing on the Houhora Peninsula also harvested the kai moana in the inner Rangaunu Harbour. The water drains out of the harbour during low tide and the pipi beds in the middle of the harbour were substantial. Porpoises, seals penguins and whales also came into the harbour during certain seasons and they also contributed to the local NgāiTakoto tribal diet. The presence of these fish species is reflected in the traditions encapsulated in NgāiTakoto histories. Maunga Tohoraha also features prominently in the iwi's tribal histories as the maunga of significance to NgāiTakoto living in the Houhora area including Kowhai Beach.

SOUTHERN PART OF WAIPAPAKAURI CONSERVATION AREA

The Waipapakauri ramp is acknowledged as a key papakainga and access point for NgāiTakoto onto Te Oneroa a Tohe. NgāiTakoto went there at particular times of the year to collect toheroa and other shellfish and fished from the beach using hand lines and nets.

Waipapakauri ramp is part of an area known to some iwi including NgāiTakoto as Ngapae with Waipapakauri located further inland. When the ancestor Tohe arrived at Ngapae, during his hiko along the beach to the south in search of his daughter Raninikura, he found whales stranding and named the place after that event. Ngapae refers to the event of a whale stranding.

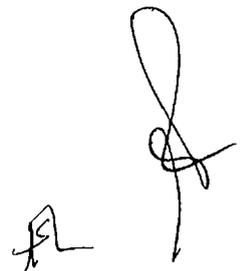
The origins of Te Oneroa a Tohe are found at Maunga Piko where Tohe departed on his hiko when he followed his daughter Raninikura south. As he passed along the beach, he named areas and places and these names have been preserved through many generations. This area is situated within the NgāiTakoto rohe and forms the beach front area associated with Te Make, the place of Tikiahi, a NgāiTakoto tupuna.



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3. DEEDS OF RECOGNITION

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A handwritten signature in black ink, consisting of a large loop at the top and a series of smaller loops and strokes below.

DEEDS OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with NgāiTakoto (the **settling group**) and Te Rūnanga o NgāiTakoto (the governance entity).

1.2 In the **deed of settlement**, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):

1.2.1 Lake Rotoroa (as shown on OTS-073-02);

1.2.2 Lake Heather (Wai Te Huahua) (as shown on OTS-073-03);

1.2.3 Lake Waikaramu (as shown on OTS-073-04);

1.2.4 Kowhai Beach (as shown on OTS-073-05);

1.2.5 Whangatane Spillway (as shown on OTS-073-06);

1.2.6 Awanui River (as shown on OTS-073-07);

1.2.7 Rarawa Beach Campground (as shown on OTS-073-08);

1.2.8 Southern part of Waipapakauri Conservation Area (as shown on OTS-073-09);
and

1.2.9 Lake Ngatu Recreation Reserve (as shown on OTS-073-01).

1.3 Those statements of association are:

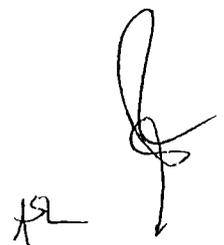
1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

1.4 The Crown has acknowledged the statements of association in the **[name] Act [year]**, being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

3: DEEDS OF RECOGNITION

2.2 Clause 2.1 applies to each of the following activities (the identified activities):

2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:

2.2.2 preparing a national park management plan under the National Parks Act 1980:

2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

- (a) to identify and protect wildlife or indigenous plants;
- (b) to eradicate pests, weeds, or introduced species;
- (c) to assess current and future visitor activities; and
- (d) to identify the appropriate number and type of concessions.

2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a statutory area that is a river:

2.2.5 locating or constructing structures, signs, or tracks.

2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

3.1 This deed:

3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and

3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and

3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

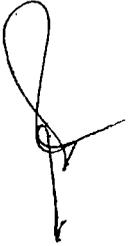
3.1.4 is subject to the settlement legislation.

4 TERMINATION

4.1 This deed terminates in respect of a statutory area, or part of it, if:

4.1.1 the governance entity, the Minister of Conservation, and the Director-General of Conservation agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or




**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

3: DEEDS OF RECOGNITION

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

5 NOTICES

5.1 Notices to the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is:

Area Manager
Department of Conservation
[address].

6 AMENDMENT

6.1 This deed may be amended only by written agreement signed by the governance entity and the Minister of Conservation and the Director-General of Conservation.

7 NO ASSIGNMENT

7.1 The governance entity may not assign its rights under this deed.

8 DEFINITIONS

8.1 In this deed:

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

deed means this deed of recognition as it may be amended from time to time; and

deed of settlement means the deed of settlement dated 27 October 2012 between the settling group, the governance entity, and the Crown; and

Director-General of Conservation has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

governance entity has the meaning given to it by the deed of settlement; and

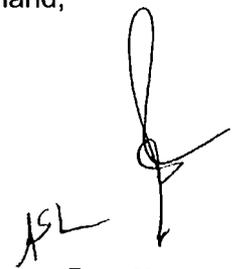
identified activity means each of the activities specified in clause 2.2; and

lake

(a) means:

(i) a body of fresh water which is entirely or nearly surrounded by land, including a lake controlled by artificial means:

(ii) the bed of the lake; but



3: DEEDS OF RECOGNITION

(b) does not include:

- (i) any part of the bed of the lake which is not in Crown ownership or control;
or
- (ii) with respect to a lake not controlled by artificial means, any land which the water of the lake do not cover at its highest level without exceeding its margin; or
- (iii) any river or watercourse, artificial, or otherwise, draining into or out of the lake; and

Minister means the Minister of Conservation; and

person includes an individual, a corporation sole, a body corporate, and an unincorporated body; and

settling group and NgāiTakoto have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

statutory area means an area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the statutory area; and

writing means representation in a visible form on a tangible medium (such as print on paper).

9 **INTERPRETATION**

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.



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**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

3: DEEDS OF RECOGNITION

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to:

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [*date*]

(**SIGNED** by the)
Minister of Conservation)
in the presence of:) _____

Signature of Witness

Witness Name:

Occupation:

Address:

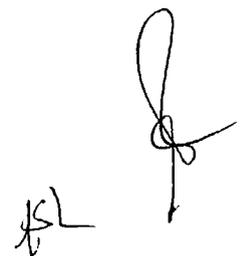
(**SIGNED** by the)
Director-General of Conservation)
in the presence of:) _____

Signature of Witness

Witness Name:

Occupation:

Address:



3: DEEDS OF RECOGNITION

Schedule

Copies of Statements of Association

[**Name of area**] (as shown on deed plan [**number**])

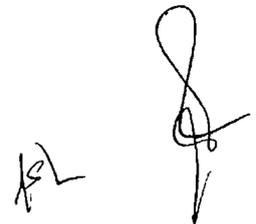
[**statement of association**]

[**Name of area**] (as shown on deed plan [**number**])

[**statement of association**]

(

(

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3: DEEDS OF RECOGNITION

THIS DEED is made by **THE CROWN** acting by the Commissioner of Crown Lands

BACKGROUND

- A. NgāiTakoto and the Crown are parties to a deed of settlement (the “Deed of Settlement”) to settle the Historical Claims of NgāiTakoto dated 27 October 2012.
- B. Under **clause 8.6.2** of the Deed of Settlement, the Governance Entity and the Crown agreed (if the Deed of Settlement became unconditional) that the Crown will provide the Governance Entity with this Deed by or on the Settlement Date.
- C. The NgāiTakoto Claims Settlement Act [] (the “Settlement Act”) has come into effect and the Deed of Settlement has become unconditional.

IT IS AGREED as follows:

1. CROWN’S ACKNOWLEDGEMENT OF STATEMENTS OF ASSOCIATION WITH STATUTORY AREAS

- 1.1 The Crown acknowledges, under section [] of the Settlement Act, the statements by NgāiTakoto set out in this clause (the “Statements of Association”) of its cultural, spiritual, historical and traditional association with the Statutory Areas.

Statements of Association

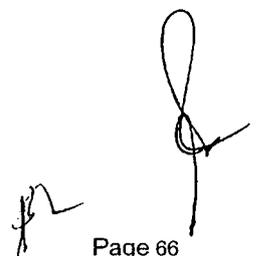
- 1.2 Whangatane Spillway (as shown on OTS-073-06)

Cultural, Spiritual Historic and Traditional Association of NgāiTakoto with the Whangatane Spillway

The Whangatane River, part of which was constructed into a spillway to help drain adjacent land and protect it from flooding, flows into the Rangaunu Harbour. The land on both sides of the river was swamp before the spillway was built. Construction took two years and the spillway was completed in 1933. Whānau from the nearby communities helped to build it.

NgāiTakoto sees the Whangatane River and the spillway as a natural boundary between NgāiTakoto iwi and their kin in other iwi to the east. Like other rivers in the NgāiTakoto rohe it provides the lifeblood that sustains NgāiTakoto. It is said that the NgāiTakoto rangatira Tikiahi was laid to rest in the swamps of the Whangatane River such was his mana and affiliation to the area.

The Whangatane River sustained the papakainga that were established along its banks for the purposes of allowing NgāiTakoto to cultivate their gardens and establish their residences. The swamp was used for taro gardens and provided eels, fern root and other foods as well as harakeke.



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3: DEEDS OF RECOGNITION

1.3 Awanui River (as shown on OTS-073-07)

Cultural, Spiritual Historic and Traditional Association of NgāiTakoto with the Awanui River

The Awanui River flows through Kaitaia to the Rangaunu harbour. It is the lifeblood that sustains NgāiTakoto and flows through the NgāiTakoto whenua (Papatuanuku). The River was the main mode of transport for NgāiTakoto historically and provided fresh water for people living in the various NgāiTakoto pa and papakainga above and alongside the river especially Waimanoni and Mahimaru. It was also a source of food including eel, kopupu, inanga and mullet. The river provided access to the seasonal campsites both inland and on the coast. NgāiTakoto travelled the river inland to the Mangamuka Range, to the Raunganu Harbour and to Te Oneroha Tohe. Awanui River is the junction between the east and west, and south and north rohe of NgāiTakoto. After European settlement the river became a significant port for commerce that took place in the iwi's rohe.

2. **CONSULTATION BY THE COMMISSIONER OF CROWN LANDS WITH THE GOVERNANCE ENTITY IN RELATION TO CERTAIN STATUTORY AREAS**

2.1 The Commissioner of Crown Lands must, if he or she is undertaking an activity referred to in **clause 2.2** in relation to a Statutory Area referred to in **clause 2.3**, consult and have regard to the views of the Governance Entity concerning the association of NgāiTakoto with that Area as described in a Statement of Association.

2.2 **Clause 2.1** applies to the following activities:

2.2.1 considering an application to the Crown for a right of use or occupation (including a renewal);

2.2.2 preparing a plan, strategy or programme for protection and management;

2.2.3 conducting a survey to identify the number and type of uses that may be appropriate; or

2.2.4 preparing a programme to eradicate noxious flora and fauna.

2.3 **Clause 2.1** applies to the following Statutory Areas:

2.3.1 Whangatane Spillway (as shown on OTS-073-06);

2.3.2 Awanui River (as shown on OTS-073-07).

2.4 The Commissioner of Crown Lands must, in order to enable the Governance Entity to give informed views when the Commissioner is consulting the Governance Entity under **clause 2.1**:

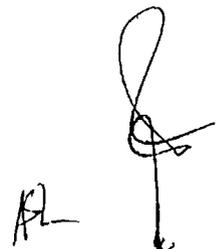
2.4.1 provide the Governance Entity with relevant information; and

2.4.2 inform the Governance Entity of an application for a right of a use or occupation (including a renewal) in relation to a Statutory Area referred to in **clause 2.3** (but the Commissioner of Crown Lands may withhold commercially sensitive information and material included within, or that relates to, that application)

3: DEEDS OF RECOGNITION

3. LIMITATIONS

- 3.1 This Deed relates only to those parts of the Statutory Area owned and managed by the Crown.
- 3.2 This Deed does not, in relation to a Statutory Area:
- 3.2.1 require the Crown to undertake, increase or resume any activity of the kind referred to in **clause 2.2**; or
- 3.2.2 preclude the Crown from not undertaking, or ceasing to undertake, any or all of the activities referred to in **clause 2.2**.
- 3.3 If this Deed of Recognition relates to a Statutory Area that is a river:
- 3.3.1 it relates only to:
- (a) the bed of that river; and
 - (b) that part of the bed of the river (if any) that is:
 - (i) owned by the Crown; and
 - (ii) managed by the Crown;
- 3.3.2 it does not relate to:
- (a) land that the waters of the river do not cover at its fullest flow without overlapping its banks;
 - (b) the bed of an artificial watercourse; and
 - (c) the bed of a tributary flowing into that river; and
- 3.3.3 in determining whether the Crown manages a river for the purposes of this clause, management exercised by a local authority under the Resource Management Act 1991 is not relevant.
- 3.4 Except as provided in **clause 2.1**, this Deed:
- 3.4.1 does not affect, and may not be taken into account by, a person exercising a power or performing a function or duty under a statute, regulation, or bylaw;
- 3.4.2 affect the lawful rights or interests of any person; or
- 3.4.3 grant, create or provide evidence of an estate or interest in, or rights relating to a Statutory Area.
- 3.5 This Deed does not prevent the Crown from entering into a deed of recognition with a person or persons other than NgāiTakoto in relation to a Statutory Area.



3: DEEDS OF RECOGNITION

4. TERMINATION

4.1 This Deed terminates in respect of a Statutory Area (or part of it) if:

4.1.1 the Governance Entity and the Commissioner of Crown Lands agree in writing that this Deed is no longer appropriate for the area concerned;

4.1.2 the area concerned is disposed of by the Crown; or

4.1.3 the Commissioner of Crown Lands ceases to be responsible for the activities referred to in **clause 2.2** in relation to or within the area concerned and they are transferred to another person or official within the Crown.

4.2 If this Deed terminates under **clause 4.1.3** in relation to an area, the Crown will take reasonable steps to ensure the Governance Entity continues to have input into the activities referred to in **clause 2.2** in relation to or within the area concerned through negotiation with the new person or official within the Crown that is responsible for those activities.

5. NO ASSIGNMENT

5.1 The Governance Entity may not assign its rights or obligations under this Deed.

6. DEFINITIONS AND INTERPRETATION

6.1 In this Deed, unless the context requires otherwise:

Commissioner of Crown Lands and **Commissioner** means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

lake

(a) means

(i) a body of fresh water which is entirely or nearly surrounded by land, including a lake controlled by artificial means:

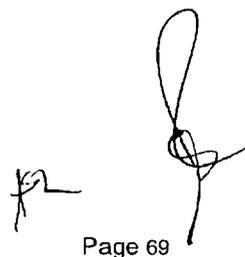
(ii) the bed of the lake; but

(b) does not include:

(i) any part of the bed of the lake which is not in Crown ownership or control; or

(ii) with respect to a lake not controlled by artificial means, any land which the water of the lake do not cover at its highest level without exceeding its margin; or

(iii) any river or watercourse, artificial, or otherwise, draining into or out of the lake.



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

3: DEEDS OF RECOGNITION

6.2 In the interpretation of this Deed, unless the context requires otherwise, the following terms have the meaning for that term given by the clause or Part of this Deed set opposite that term:

Term	Defining Clause
Whangatane Spillway	Clause 8.6.2(a)
Awanui River	Clause 8.6.2(b)

6.3 In this Deed, references to SO or OTS plans are included for the purpose of indicating the general location of a Statutory Area and do not establish the precise boundaries of a Statutory Area.

6.4 Unless the context requires otherwise:

6.4.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and

6.4.2 rules of interpretation in the Deed of Settlement also apply in this deed.

6.4 If there are any inconsistencies between this Deed and the Deed of Settlement, the provisions of the Deed of Settlement will prevail.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by the
Commissioner of Crown Lands in the
presence of:

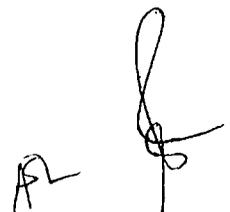
)
)
)
)

Signature of Witness

Witness Name:

Occupation:

Address:



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4. PROTOCOLS

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4.1 CULTURE AND HERITAGE PROTOCOL

Clause 8.8.2

4.1: CULTURE AND HERITAGE PROTOCOL

A PROTOCOL ISSUED BY THE MINISTER FOR ARTS, CULTURE AND HERITAGE
REGARDING INTERACTION WITH NGĀITAKOTO ON SPECIFIED ISSUES

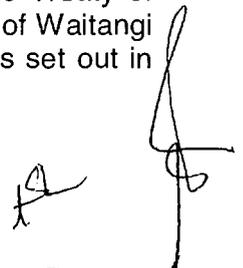
1 INTRODUCTION

1.1 Under the Deed of Settlement dated 27 October 2012 between NgāiTakoto and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "**Minister**") would issue a protocol (the "**Protocol**") setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with Te Rūnanga o NgāiTakoto trustees on matters specified in the Protocol. These matters are:

- 1.1.1 Protocol Area - Part 2
- 1.1.2 Summary of the Terms of Issue - Part 3
- 1.1.3 Implementation and communication - Part 4
- 1.1.4 The role of the Chief Executive under the Act - Part 5
- 1.1.5 The role of the Minister under the Act - Part 6
- 1.1.6 Effects on NgāiTakoto's interest in the Protocol Area - Part 7
- 1.1.7 Registration as a collector of Ngā Taonga Tūturu - Part 8
- 1.1.8 Board Appointments - Part 9
- 1.1.9 National Monuments, War Graves and Historical Graves - Part 10
- 1.1.10 History publications relating to NgāiTakoto - Part 11
- 1.1.11 Provision of Cultural and/or Spiritual Practices and Professional Services - Part 12
- 1.1.12 Consultation - Part 13
- 1.1.13 Changes to policy and legislation affecting this Protocol - Part 14
- 1.1.14 Definitions - Part 15.

1.2 For the purposes of this Protocol Te Rūnanga o NgāiTakoto trustees is the body representative of the whānau, hapū, and iwi of NgāiTakoto who have an interest in the matters covered under this Protocol. This derives from the status of NgāiTakoto as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

1.3 Manatū Taonga also known as the Ministry (the Ministry) and Te Rūnanga o NgāiTakoto trustees are seeking a relationship consistent with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

4.1: CULTURE AND HERITAGE PROTOCOL

1.4 The purpose of the Protected Objects Act 1975 (the "**Act**") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.

1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide Te Rūnanga o NgāiTakoto trustees with the opportunity for input, into matters set out in Clause 1.1.

2 PROTOCOL AREA

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

3 SUMMARY OF THE TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section [] of the NgāiTakoto Claims Settlement Act [] ("**the Settlement Legislation**") that implements the NgāiTakoto Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

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

4 IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will maintain effective communication with Te Rūnanga o NgāiTakoto trustees by:

4.1.1 maintaining information provided by Te Rūnanga o NgāiTakoto trustees on the office holders of Te Rūnanga o NgāiTakoto trustees and their addresses and contact details;

4.1.2 discussing with Te Rūnanga o NgāiTakoto trustees concerns and issues notified by Te Rūnanga o NgāiTakoto trustees about this Protocol;

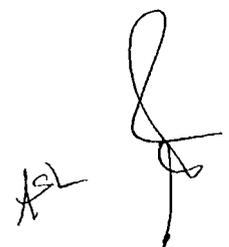
4.1.3 as far as reasonably practicable, providing opportunities for Te Rūnanga o NgāiTakoto trustees to meet with relevant Ministry managers and staff;

4.1.4 meeting with Te Rūnanga o NgāiTakoto trustees to review the implementation of this Protocol at least once a year, if requested by either party;

4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;

4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4.1.7 including a copy of the Protocol with Te Rūnanga o NgāiTakoto trustees on the Ministry's website.



4.1: CULTURE AND HERITAGE PROTOCOL

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to Te Rūnanga o NgāiTakoto trustees within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

5.1.1 notify Te Rūnanga o NgāiTakoto trustees in writing of any Taonga Tūturu found within the Protocol Area or identified as being of NgāiTakoto origin found anywhere else in New Zealand;

5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of NgāiTakoto origin found anywhere else in New Zealand;

5.1.3 notify Te Rūnanga o NgāiTakoto trustees in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of NgāiTakoto origin found anywhere else in New Zealand;

5.1.4 notify Te Rūnanga o NgāiTakoto trustees in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of NgāiTakoto origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

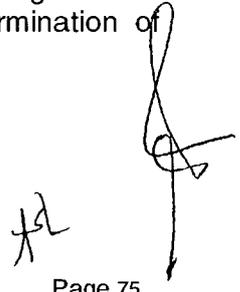
5.1.5 notify Te Rūnanga o NgāiTakoto trustees in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of NgāiTakoto origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

5.2. If Te Rūnanga o NgāiTakoto trustees lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of NgāiTakoto origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.3 If there is a competing claim or claims lodged in conjunction with Te Rūnanga o NgāiTakoto trustees' claim of ownership, the Chief Executive will consult with Te Rūnanga o NgāiTakoto trustees for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of NgāiTakoto origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of Te Rūnanga o NgāiTakoto trustees may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

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4.1: CULTURE AND HERITAGE PROTOCOL

Applications for Custody

- 5.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of NgāiTakoto origin found elsewhere in New Zealand by Te Rūnanga o NgāiTakoto trustees or any other person, the Chief Executive will:
- 5.5.1 consult Te Rūnanga o NgāiTakoto trustees where there is any request from any other person for the custody of the Taonga Tūturu;
 - 5.5.2 consult Te Rūnanga o NgāiTakoto trustees before a decision is made on who may have custody of the Taonga Tūturu; and
 - 5.5.3 notify Te Rūnanga o NgāiTakoto trustees in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

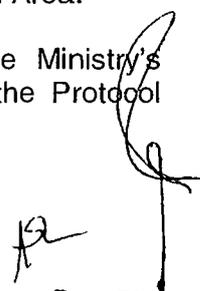
- 5.6 For the purpose of seeking an expert opinion from Te Rūnanga o NgāiTakoto trustees on any export applications to remove any Taonga Tūturu of NgāiTakoto origin from New Zealand, the Chief Executive will register Te Rūnanga o NgāiTakoto trustees on the Ministry for Culture and Heritage's Register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

6. THE ROLE OF THE MINISTER UNDER THE ACT

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to Te Rūnanga o NgāiTakoto trustees within the limits of the Act. In circumstances where the Chief Executive originally consulted Te Rūnanga o NgāiTakoto trustees as an Expert Examiner, the Minister may consult with Te Rūnanga o NgāiTakoto trustees where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
- 6.2 The Ministry will notify Te Rūnanga o NgāiTakoto trustees in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Te Rūnanga o NgāiTakoto trustees was consulted as an Expert Examiner.

7. EFFECTS ON NGĀITAKOTO'S INTERESTS IN THE PROTOCOL AREA

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects NgāiTakoto interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect NgāiTakoto interests in the Protocol Area.



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

4.1: CULTURE AND HERITAGE PROTOCOL

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

8. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

8.1 The Chief Executive will register Te Rūnanga o NgāiTakoto trustees as a Registered Collector of Taonga Tūturu.

9. BOARD APPOINTMENTS

9.1 The Chief Executive shall:

9.1.1 notify Te Rūnanga o NgāiTakoto trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

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

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

10. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

10.1 The Chief Executive shall seek and consider the views of Te Rūnanga o NgāiTakoto trustees on any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to NgāiTakoto's interests.

11. HISTORY PUBLICATIONS RELATING TO NGĀITAKOTO

11.1 The Chief Executive shall:

11.1.1 provide Te Rūnanga o NgāiTakoto trustees with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to NgāiTakoto; and

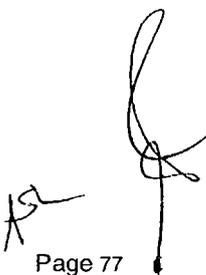
11.1.2 where reasonably practicable, consult with Te Rūnanga o NgāiTakoto trustees on any work the Ministry undertakes that relates substantially to NgāiTakoto:

(a) from an early stage;

(b) throughout the process of undertaking the work; and

(c) before making the final decision on the material of a publication.

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


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4.1: CULTURE AND HERITAGE PROTOCOL

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

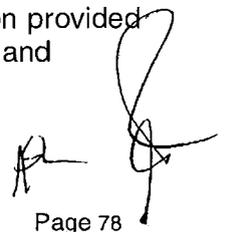
- 12.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by NgāiTakoto within the Protocol Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
- 12.2 Where appropriate, the Chief Executive will consider using Te Rūnanga o NgāiTakoto trustees as a provider of professional services.
- 12.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

13. CONSULTATION

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

14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

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



4.1: CULTURE AND HERITAGE PROTOCOL

14.1.3 report back to Te Rūnanga o NgāiTakoto trustees on the outcome of any such consultation.

15. DEFINITIONS

15.1 In this Protocol:

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

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

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

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

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

governance entity means Te Rūnganga o NgāiTakoto the trust known by that name and established by a trust deed dated [date] and signed by [name, place of residence, and occupation of signatories];

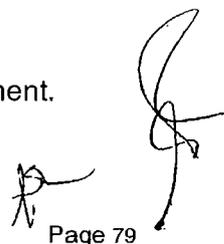
Ngā Taonga Tūturu has the same meaning as in section 2 of the Act and means two or more Taonga Tūturu

Protocol means a statement in writing, issued by the Crown through the Minister to Te Rūnanga o NgāiTakoto trustees under the Settlement Legislation and the Deed of Settlement and includes this Protocol

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

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

NgāiTakoto has the meaning set out in clause 11.10 of the Deed of Settlement.



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.1: CULTURE AND HERITAGE PROTOCOL

ISSUED on [insert date]

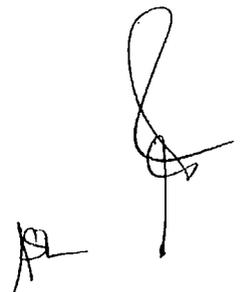
SIGNED for and behalf of)
THE SOVEREIGN in right of New)
Zealand by the Minister for Arts, Culture)
and Heritage, in the presence of:) _____

Signature of Witness

Witness Name

(_____
Occupation

Address

(


4.1: CULTURE AND HERITAGE PROTOCOL

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 may amend or cancel this protocol, but only after consulting with Te Rūnanga o NgāiTakoto trustees and having particular regard to their views (*section [number]*).

2. Limits

2.1 This protocol does not:

2.1.1 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 tangata whenua (*section [number]*); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of the NgāiTakoto (*section [number]*); or

2.1.3 grant, create, or evidence an estate or interest in, or rights relating to, taonga tūturu.

3. Breach

3.1 Subject to the Crown Proceedings Act 1950, Te Rūnanga o NgāiTakoto trustees may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).

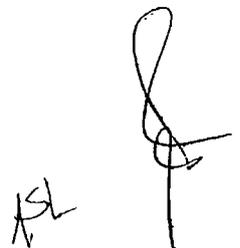
3.2 A breach of this protocol is not a breach of the deed of settlement (*clause 8.11*).

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4.2 PROTOCOL WITH THE MINISTER OF ENERGY AND RESOURCES

Clause 8.8.2

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**A PROTOCOL ISSUED BY THE CROWN
THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING
CONSULTATION WITH NGĀITAKOTO BY THE MINISTRY OF BUSINESS, INNOVATION
AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS**

1. INTRODUCTION

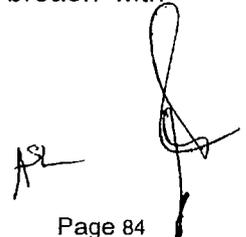
- 1.1 Under the Deed of Settlement dated 27 October 2012 between NgāiTakoto and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with the NgāiTakoto Governance Entity (the "**Governance Entity**") on matters specified in the Protocol.
- 1.2 Both the Ministry and NgāiTakoto are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.
- 1.3 The purpose of the Crown Minerals Act 1991 (the "**Act**") is to restate and reform the law relating to the management of Crown owned minerals. Section 4 of 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.
- 1.4 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This Protocol will affect the Ministry's administration of Crown owned minerals under the Act in the Protocol Area.

2. PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between NgāiTakoto and the Ministry in relation to mineral resources administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 Te Rūnanga o NgāiTakoto trustees will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3. OWNERSHIP OF MINERALS

- 3.1 NgāiTakoto asserts that traditionally, NgāiTakoto owned and used the mineral resources and taonga in their rohe.
- 3.2 In reaching this Protocol with the Minister, NgāiTakoto records that the expropriation of their ownership of mineral resources by the Crown is a serious Treaty breach with implications that are still being felt.



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4.2: PROTOCOL WITH MINISTER OF ENERGY AND RESOURCES

- 3.3 The Minister acknowledges that NgāiTakoto asserts that it maintains, in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the mineral resources within the Protocol Area. NgāiTakoto's mana remains intact, in spite of any legislative expropriation.
- 3.4 The Minister further acknowledges that NgāiTakoto asserts that despite the expropriation of its ownership it has a right to make decisions regarding mining in the Protocol Area.
- 3.5 The Crown asserts ownership of minerals under the Crown Minerals Act 1991 and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Crown Minerals Act 1991 provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Crown Minerals Act 1991 reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of petroleum and minerals other than petroleum in the Protocol Area is prescribed under the Crown Minerals Act 1991.

4. **PROTOCOL AREA**

- 4.1 This Protocol applies across the Protocol Area which means the area identified in the map included in Attachment A of this Protocol together with the adjacent waters.

5. **SUMMARY OF THE TERMS OF ISSUE**

- 5.1 This Protocol is issued pursuant to section [] of NgāiTakoto Claims Settlement Act [] (the "Settlement Legislation") that implements clause 8.10.2 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 5.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

6. **CONSULTATION**

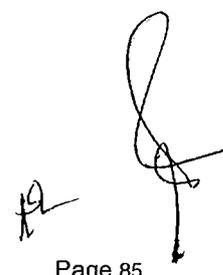
- 6.1 The Minister will ensure that Te Rūnanga o NgāiTakoto trustees is consulted by the Ministry:

New minerals programmes

- 6.1.1 on the preparation of new minerals programmes which relate, whether wholly or in part, to the Protocol Area;

Petroleum exploration permit block offers

- 6.1.2 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;



4.2: PROTOCOL WITH MINISTER OF ENERGY AND RESOURCES

Other petroleum exploration permit applications

6.1.3 when any application for a petroleum exploration permit is considered, 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 6.1.2;

Amendments to petroleum exploration permits

6.1.4 when any application to amend a petroleum exploration permit, by extending the land or minerals to which the permit relates, is considered, where the application relates, wholly or in part, to the Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

6.1.6 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

6.1.7 when any application for a permit in respect of Crown owned minerals other than petroleum is considered, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 6.1.2;

Newly available acreage

6.1.8 when the Secretary 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; and

Amendments to permits for Crown owned minerals other than petroleum

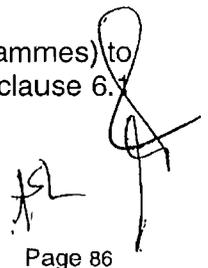
6.1.9 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is considered; and

6.1.10 where the application relates, wholly or in part, to the Protocol Area.

6.2 Each decision on a proposal referred to in clause 6.1 will be made having regard to any matters raised as a result of consultation with Te Rūnanga o Ngāi Takoto trustees, and having regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi, particularly as those principles are set out in the relevant minerals programme from time to time, and taking into account the circumstances of each case.

7. IMPLEMENTATION AND COMMUNICATION

7.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 6.1.



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

4.2: PROTOCOL WITH MINISTER OF ENERGY AND RESOURCES

of this Protocol. The Ministry will consult with Te Rūnanga o NgāiTakoto trustees in accordance with this Protocol and in accordance with the relevant minerals programme if matters described in clause 6.1 of this Protocol Area may affect the interests of NgāiTakoto.

7.2 The basic principles that will be followed by the Ministry in consulting with Te Rūnanga o NgāiTakoto trustees in each case are:

7.2.1 ensuring that Te Rūnanga o NgāiTakoto trustees is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to any matters under clause 6 of this Protocol;

7.2.2 providing Te Rūnanga o NgāiTakoto trustees with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 6 of this Protocol;

7.2.3 ensuring that sufficient time is given for the participation of Te Rūnanga o NgāiTakoto trustees in the decision making process and the consideration by Te Rūnanga o NgāiTakoto trustees of its submissions in relation to any of the matters described in clause 6 of this; and

7.2.4 ensuring that the Ministry will approach the consultation with Te Rūnanga o NgāiTakoto trustees with an open mind, and will genuinely consider the submissions of Te Rūnanga o NgāiTakoto trustees in relation to any of the matters described in clause 6 of this Protocol.

7.3 Where the Ministry is required to consult Te Rūnanga o NgāiTakoto trustees as specified in clause 6.2, the Ministry will report back in writing to Te Rūnanga o NgāiTakoto trustees on the decision made as a result of such consultation.

7.4 The Ministry will seek to fulfil its obligations under this Protocol by:

7.4.1 maintaining information on Te Rūnanga o NgāiTakoto trustees' address and contact details as provided from time to time by Te Rūnanga o NgāiTakoto trustees;

7.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol;

7.4.3 nominating relevant employees to act as contacts with Te Rūnanga o NgāiTakoto trustees in relation to issues concerning this Protocol; and

7.4.4 providing Te Rūnanga o NgāiTakoto trustees with the names of the relevant employees who will act as contacts with Te Rūnanga o NgāiTakoto trustees in relation to issues concerning this Protocol.

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4.2: PROTOCOL WITH MINISTER OF ENERGY AND RESOURCES

8. DEFINITIONS

8.1 In this Protocol:

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

Crown means Her Majesty the Queen 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 (as defined below) that is the property of the Crown in accordance with sections 10 and 11 of the Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

Deed of Settlement means the Deed of Settlement dated 27 October 2012 between the Crown and NgāiTakoto;

Governance Entity means **Te Rūnanga o NgāiTakoto**, the trust known by that name and established by a trust deed dated [date] and signed by [name, place of residence, and occupation of signatories];

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 (including coal and Petroleum), precious stones, industrial rocks and building stones within the meaning of the Act and a prescribed substance within the meaning of the Atomic Energy Act 1945;

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Business, Innovation and Employment;

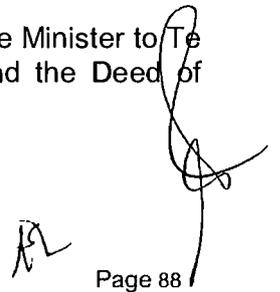
NgāiTakoto has the meaning set out in clause 11.9 of the Deed of Settlement;

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 hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and one or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide;

and, except 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 in the same or an adjacent area; and

Protocol means a statement in writing, issued by the Crown through the Minister to Te Rūnanga o NgāiTakoto trustees under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

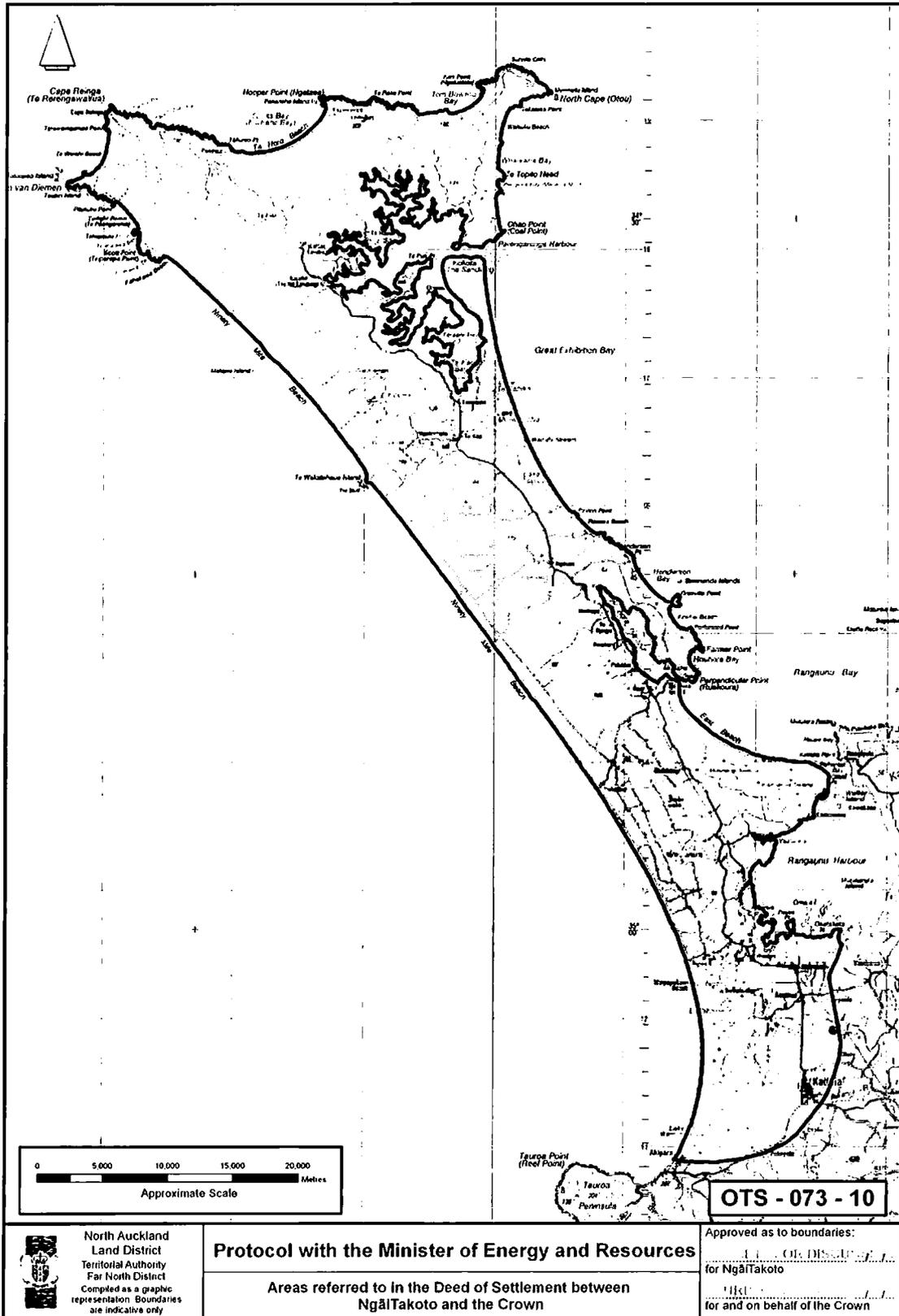


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NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.2: PROTOCOL WITH MINISTER OF ENERGY AND RESOURCES

ATTACHMENT A
PROTOCOL AREA



North Auckland
Land District
Territorial Authority
For North District
Compiled as a graphic
representation. Boundaries
are indicative only.

Protocol with the Minister of Energy and Resources

Areas referred to in the Deed of Settlement between
Ngāi Takoto and the Crown

Approved as to boundaries:
for Ngāi Takoto
for and on behalf of the Crown

[Handwritten signature]

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ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Minerals 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 may amend or cancel this Minerals Protocol, but only after consulting with Te Rūnanga o NgāiTakoto trustees and having particular regard to their views (section [number]).

2. Noting

2.1 A summary of the terms of this Minerals Protocol must be added:

2.1.1 in a register of protocols maintained by the chief executive; and

2.1.2 in the minerals programme affecting the Minerals Protocol Area when those programmes are replaced;

but the addition;

2.1.3 is for the purpose of public notice only; and

2.1.4 does not amend the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [number]).

3. Limits

3.1 This Minerals Protocol does not:

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

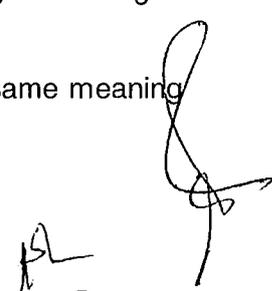
(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with, anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tangata whenua (section [number]); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of NgāiTakoto or a representative entity (section [number]); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown owned minerals (section [number]).

3.2 In this Summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.



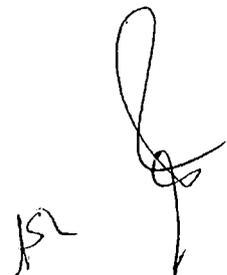
NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.2: PROTOCOL WITH MINISTER OF ENERGY AND RESOURCES

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, Te Rūnanga o NgāiTakoto trustees may enforce this Minerals Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [number]).
- 4.2 A breach of this Minerals Protocol is not a breach of the Deed of Settlement (clause 8.11).

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4.3 FISHERIES PROTOCOL

Clause 8.8.3

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR PRIMARY
INDUSTRIES REGARDING INTERACTION WITH
NGĀITAKOTO ON FISHERIES ISSUES**

1. INTRODUCTION

- 1.1 The Crown, through the Minister for Primary Industries (the “**Minister**”) and Director General of the Ministry (the “**Director General**”), recognises that NgāiTakoto as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the NgāiTakoto Fisheries Protocol Area (the “**Fisheries Protocol Area**”) and that are managed by the Ministry of Agriculture and Forestry (the “**Ministry**”) under the Fisheries Act 1996. NgāiTakoto have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the Deed of Settlement dated 27 October 2012 between NgāiTakoto and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister would issue a Fisheries Protocol (the “**Protocol**”) setting out how the Ministry will interact with the NgāiTakoto Governance Entity (“**the Governance Entity**”) in relation to matters specified in the Protocol. These matters are:
- 1.2.1 recognition of the interests of NgāiTakoto in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;
 - 1.2.2 input into and participation in the Ministry’s national fisheries plans;
 - 1.2.3 iwi fisheries plan;
 - 1.2.4 participation in iwi fisheries forums;
 - 1.2.5 tuna/eel and toheroa;
 - 1.2.6 customary non-commercial fisheries management;
 - 1.2.7 contracting for services;
 - 1.2.8 employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.2.9 information exchange;
 - 1.2.10 research provider information;
 - 1.2.11 rāhui; and
 - 1.2.12 changes to policy and legislation affecting this Protocol.
- 1.3 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of NgāiTakoto who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. NgāiTakoto have a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

4.3: FISHERIES PROTOCOL

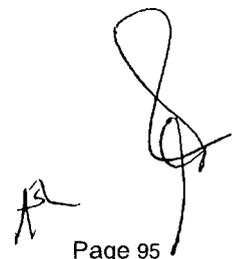
- 1.4 The obligations of the Ministry in respect of fisheries are to ensure sustainability, to meet Te Tiriti o Waitangi / Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
- 1.5 The Ministry and NgāiTakoto are seeking a relationship consistent with Te Tiriti o Waitangi / Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 1.6 The Minister and the Director General have certain functions, powers and duties in terms of the **Fisheries Legislation**. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both NgāiTakoto and the Ministry consistent with the Ministry's obligations as set out in clause [], this Protocol sets out how the Minister, Director General and the Ministry will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to the matters set out in this Protocol.
- 1.7 The Ministry will advise the Governance Entity whenever it proposes to consult with another iwi or hapū with interests inside the Fisheries Protocol Area on matters that could affect the interests of NgāiTakoto.

2. FISHERIES PROTOCOL AREA

- 2.1 This Fisheries Protocol applies across the NgāiTakoto Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol.

3. RELATIONSHIP PRINCIPLES

- 3.1 NgāiTakoto, the Minister and the Ministry agree to abide by the following relationship principles when implementing this Protocol and exercising their various roles and functions under this Protocol:
- 3.1.1 working together to preserve, promote and protect the sustainable utilisation and enhancement of fisheries;
 - 3.1.2 working in a spirit of co-operation;
 - 3.1.3 ensuring early engagement on certain matters specified in this Protocol;
 - 3.1.4 operating a 'no-surprises' approach;
 - 3.1.5 acknowledging that the relationship is evolving, not prescribed;
 - 3.1.6 respecting the independence of NgāiTakoto and the Crown, and their individual mandates, roles and responsibilities within the Fisheries Protocol Area; and
 - 3.1.7 acknowledging that the parties benefit from working together by sharing their vision, knowledge and expertise.



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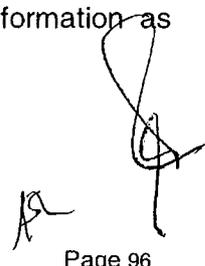
4.3: FISHERIES PROTOCOL

4. SUMMARY OF THE TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [] of the Ngāi Takoto Claims Settlement Act (the “**Settlement Legislation**”) and clause [] of the Deed of Settlement and is subject to the **Settlement Legislation** and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the summary of the terms of issue set out in Attachment B.

5. IMPLEMENTATION AND COMMUNICATION

- 5.1 The Ministry will meet with the Governance Entity and provide and discuss a strategy to implement this Fisheries Protocol as soon as practicable after this Protocol is issued. The strategy will include:
- 5.1.1 any matters raised in this Protocol;
 - 5.1.2 reporting processes to be put in place;
 - 5.1.3 the development of an implementation plan that sets out the Ministry’s obligations to the Governance Entity arising from this Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and
 - 5.1.4 review processes for this Protocol.
- 5.2 The implementation strategy described in clause [] of this Protocol will have effect from the date specified in the strategy.
- 5.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:
- 5.3.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details;
 - 5.3.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff (as might be agreed in the implementation plan); and
 - 5.3.3 providing reasonable opportunities for the Governance Entity to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.
- 5.4 The Ministry will:
- 5.4.1 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and
 - 5.4.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.



4.3: FISHERIES PROTOCOL

6. INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS

- 6.1 NgāiTakoto are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed, that relate to the Fisheries Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits, research and compliance services) required to meet these goals and outcomes.
- 6.2 NgāiTakoto input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause [], which the Minister must have particular regard to when making sustainability decisions that relate to the Fisheries Protocol Area. Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of NgāiTakoto is provided for. This will include consulting the Governance Entity on those proposed sustainability measures.

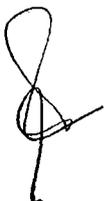
7. IWI FISHERIES PLAN

- 7.1 The Governance Entity will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.
- 7.2 The Ministry will assist the Governance Entity, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.
- 7.3 The Ministry and the Governance Entity agree that the iwi fisheries plan will address:
- 7.3.1 the objectives of the iwi for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;
 - 7.3.2 how NgāiTakoto will exercise kaitiakitanga in the Fisheries Protocol Area;
 - 7.3.3 how the Governance Entity will participate in fisheries planning in the Fisheries Protocol Area; and
 - 7.3.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.
- 7.4 The Ministry and the Governance Entity agree to meet as soon as reasonably practicable after the Minister issues this Protocol being issued, to discuss:
- 7.4.1 the content of the iwi fisheries plan, including how the plan will legally express, protect and recognise the mana of NgāiTakoto; and
 - 7.4.2 ways in which the Ministry will work with the Governance Entity to develop and review the iwi fisheries plan.

8. PARTICIPATION IN IWI FISHERIES FORUMS

- 8.1 The Ministry will provide opportunities for NgāiTakoto to have input and participate in any Iwi Fisheries Forums relating to the Fisheries Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The Ministry will provide the

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4.3: FISHERIES PROTOCOL

Governance Entity with all reasonably available information to enable the Governance Entity to engage with the Ministry on those fisheries management activities (including research planning) relevant to the Iwi Fisheries Forums. The Ministry will consult the Governance Entity within the relevant Iwi Fisheries Forum on all research proposals commissioned by the Ministry directly relating to the Fisheries Protocol Area.

- 8.2 The NgāiTakoto iwi fisheries plan will guide NgāiTakoto input into the Ministry's Iwi Fisheries Forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop Forum Fisheries Plans.

9. SPECIES OF FISH, AQUATIC LIFE AND SEAWEED

Tuna/eel

- 9.1 The Ministry recognises that NgāiTakoto has a customary non-commercial interest in the tuna/eel fishery within the Fisheries Protocol Area.

- 9.2 The iwi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of tuna/eel and identify how NgāiTakoto exercise kaitiakitanga in respect of the tuna/eel fishery.

- 9.3 The Ministry will recognise and provide for the input and participation of NgāiTakoto into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the NgāiTakoto iwi fisheries plan in accordance with clause 6.2. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to tuna/eel management that affects the Fisheries Protocol Area.

- 9.4 The Minister will have particular regard to how NgāiTakoto exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the tuna/eel fishery. In considering any proposal affecting the tuna/eel fishery in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of NgāiTakoto in tuna/eel are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult the Governance Entity on any proposal concerning the tuna/eel fishery in accordance with clause 6.2.

- 9.5 The Ministry recognises that NgāiTakoto have an interest in the research of tuna/eel. Where the iwi seek to conduct research on tuna/eel, the Ministry will meet with the Governance Entity in a relevant Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from the Governance Entity for a special permit under section 97 of the Fisheries Act 1996 relating to the enhancement of the tuna/eel fishery in the Fisheries Protocol Area.

- 9.6 For the purposes of clauses [] to []:

9.6.1 Tuna/eel is defined as:

- (a) *Anguilla dieffenbachia* (long finned eel);
(b) *Anguilla australis* (short finned eel);

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4.3: FISHERIES PROTOCOL

(c) *Anguilla rheinhartii* (Australian long finned eel); and

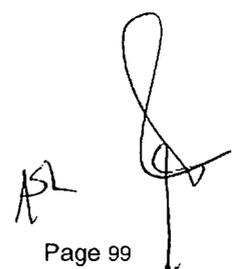
9.6.2 undersized tuna/eel is tuna/eel with a weight less than the minimum weight prescribed for the taking of tuna/eel by or under the Fisheries Act 1996 (which, at the date of the Deed of Settlement, was 220 grams).

Toheroa

- 9.7 The Ministry recognises that NgāiTakoto has a customary non-commercial interest in the toheroa (*Paphies ventricosa*) fishery. At the date of the Deed of Settlement, the toheroa fishery was not fished commercially or recreationally.
- 9.8 The iwi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of the toheroa and identify how NgāiTakoto exercise kaitiakitanga in respect of the toheroa fishery.
- 9.9 The Ministry will recognise and provide for the input and participation of NgāiTakoto into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the NgāiTakoto iwi fisheries plan in accordance with clause 6.2. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to toheroa management that affects the Fisheries Protocol Area.
- 9.10 The Minister will have particular regard to how NgāiTakoto exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the toheroa fishery. In considering any proposal affecting the toheroa fishery in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of NgāiTakoto in toheroa are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult the Governance Entity on any proposal concerning the toheroa fishery in accordance with clause 6.2.
- 9.11 The Ministry recognises that NgāiTakoto have an interest in the research of toheroa. Where the iwi seek to conduct research on toheroa, the Ministry will meet with the Governance Entity in a relevant Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research.

10. MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 10.1 The Ministry undertakes to provide the Governance Entity with such information and assistance, within the resources available to the Ministry, 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:
- 10.1.1 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Fisheries Protocol Area; and
- 10.1.2 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area.



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4.3: FISHERIES PROTOCOL

11. CONTRACTING FOR SERVICES

- 11.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.
- 11.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of NgāiTakoto, and may be achieved by one or more of the following:
- 11.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;
 - 11.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and
 - 11.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.
- 11.3 If the Governance Entity is contracted for fisheries services then clause [] will not apply in relation to those fisheries services.

12. RESEARCH PROVIDER INFORMATION

- 12.1 The Ministry will provide the Governance Entity, within 30 working days of the issuing of this Fisheries Protocol, with information on becoming an Approved Fisheries Provider. Should the requirements for becoming and remaining an Approved Research provider change over time, the Ministry will inform the Governance Entity about these changes.

13. EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 13.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of NgāiTakoto in relation to the Fisheries Protocol Area.
- 13.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of NgāiTakoto, and may be achieved by one or more of the following:
- 13.2.1 consultation on the job description and work programme;
 - 13.2.2 direct notification of the vacancy;
 - 13.2.3 consultation on the location of the position; and
 - 13.2.4 input into the selection of the interview panel.

4.3: FISHERIES PROTOCOL

14. CONSULTATION

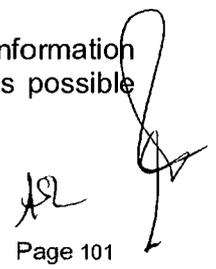
- 14.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 14.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 14.1.2 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;
 - 14.1.3 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; and
 - 14.1.4 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.
- 14.2 Where the Ministry has consulted with the Governance Entity in relation to this Fisheries 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.

15. RĀHUI

- 15.1 The Ministry recognises that rāhui is a traditional use and management practice of NgāiTakoto and supports their rights to place traditional rāhui over their customary fisheries.
- 15.2 The Ministry and the Governance Entity acknowledge that a traditional rāhui may be placed by the Governance Entity over NgāiTakoto customary fisheries, 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 NgāiTakoto over their customary fisheries, and also the reasons for the rāhui.
- 15.3 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 NgāiTakoto over their customary fisheries, in a manner consistent with the understandings outlined in clause [] above.
- 15.4 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 NgāiTakoto over their customary fisheries for purposes consistent with the legislative requirements for 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.

16. INFORMATION EXCHANGE

- 16.1 The Governance Entity and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and the Governance Entity will as far as possible



4.3: FISHERIES PROTOCOL

exchange any information that is relevant to the management of the Fisheries Protocol Area.

- 16.2 The Ministry will make available to the Governance Entity all existing information held by, or reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Fisheries Protocol.

17. DISPUTE RESOLUTION

- 17.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

17.1.1 within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;

17.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause [], the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;

17.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses [] and [] having been followed, the Ministry and the Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

- 17.2 In the context of any dispute that has been initiated under clause [], the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and the Governance Entity are, in accordance with clause [] of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi / Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

18. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 18.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:

18.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

18.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and

18.1.3 report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.3: FISHERIES PROTOCOL

19. DEFINITIONS

19.1 In this Protocol:

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;

Fisheries Legislation means the *Fisheries Act 1983* and the *Fisheries Act 1996*, the *Treaty of Waitangi (Fisheries Claims) Settlement Act 1992*, the *Maori Commercial Aquaculture Claims Settlement Act 2004*, the *Maori Fisheries Act 2004*, and any regulations made under these Acts;

The Governance Entity means **Te Rūnanga o NgāiTakoto** the trust known by that name and established by a trust deed dated [date] and signed by [name, place of residence, and occupation of signatories];

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

Settlement Date means [].

ISSUED on []

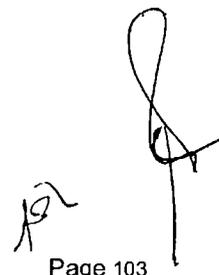
SIGNED for and on behalf of)
THE SOVEREIGN in right of New Zealand)
by the Minister for Primary Industries)
in the presence of:) _____

Signature of witness

Witness Name

Occupation

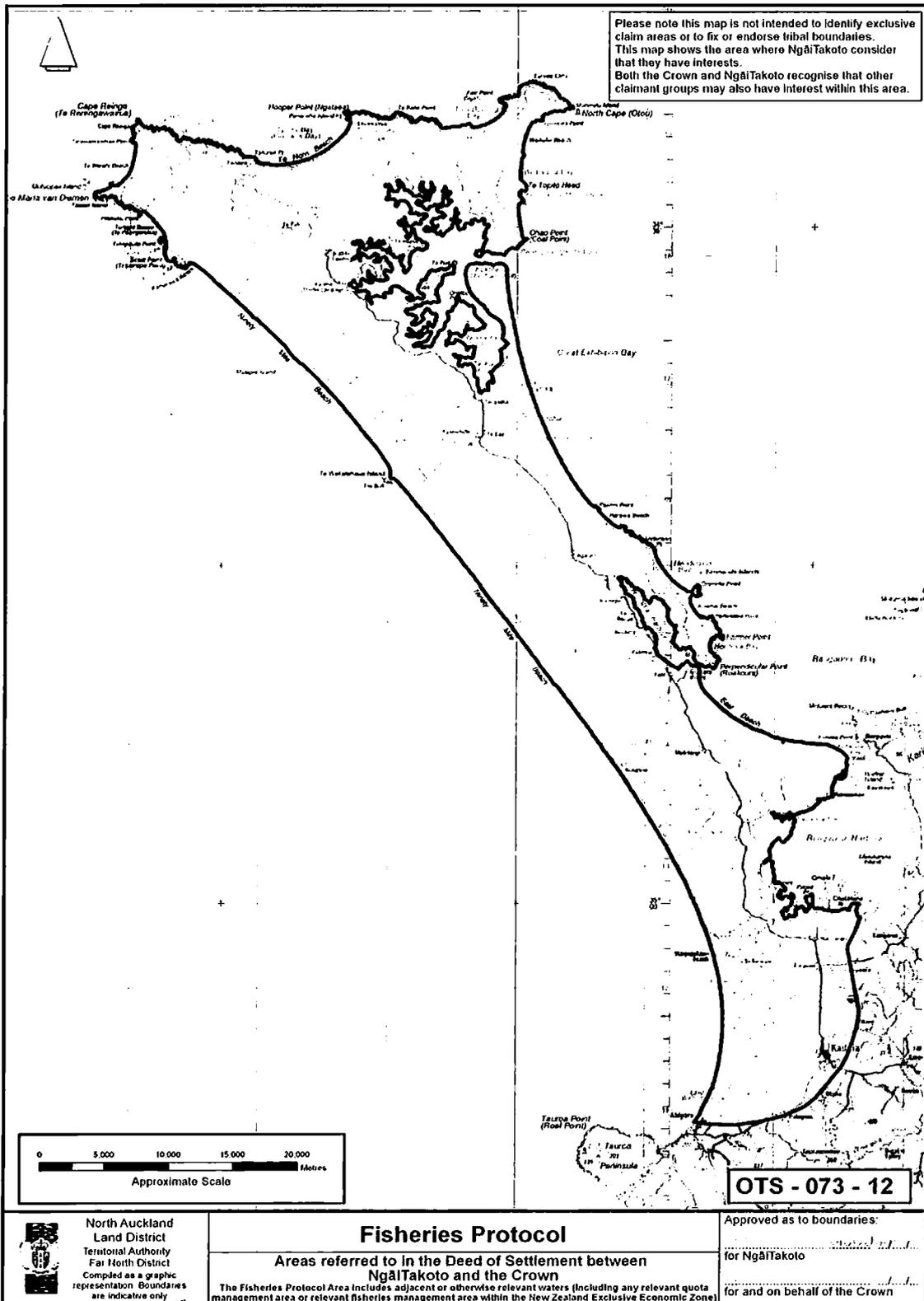
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NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

4.3: FISHERIES PROTOCOL

ATTACHMENT A
FISHERIES PROTOCOL AREA



 <p>North Auckland Land District Territorial Authority Far North District Compiled as a graphic representation. Boundaries are indicative only.</p>	<p>Fisheries Protocol</p> <p>Areas referred to in the Deed of Settlement between Ngāitakoto and the Crown</p> <p><small>The Fisheries Protocol Area includes adjacent or otherwise relevant waters (including any relevant quota management area or relevant fisheries management area within the New Zealand Exclusive Economic Zone)</small></p>	<p>Approved as to boundaries:</p> <p>..... for Ngāitakoto</p> <p>..... for and on behalf of the Crown</p>
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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 may amend or cancel this protocol, but only after consulting with Te Rūnanga o NgāiTakoto trustees and having particular regard to their views (*section [number]*).

2. **Noting**

- 2.1 A summary of the terms of this protocol must be noted in the fisheries plans affecting the protocol 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 [number]*).

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 tangata whenua (*section [number]*); or

3.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of NgāiTakoto (*section [number]*); or

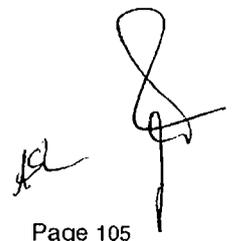
3.1.3 grant, create, or evidence an estate or interest in, or rights relating to, assets or property rights (including in relation to fish, aquatic life, or seaweed) under:

(a) the Fisheries Act 1996; or

(b) the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or

(c) the Maori Commercial Aquaculture Claims Settlement Act 2004; or

(d) the Maori Fisheries Act 2004 (*section [number]*).

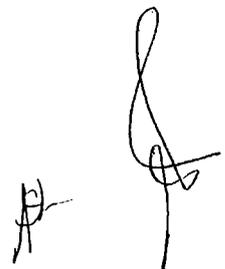


NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

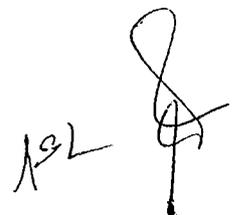
4.3: FISHERIES PROTOCOL

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, Te Rūnanga o NgāiTakoto trustees may enforce this protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (*section [number]*).
- 4.2 A breach of this protocol is not a breach of the deed of settlement (*clause 8.11*).

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**5. LETTER OF COMMITMENT RELATING TO THE CARE AND
MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION
OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA**

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NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

5: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE,
DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA

Letter of Commitment Relating to the Care and Management, Use, Development and Revitalisation of, and Access to, Te Hiku o Te Ika iwi taonga

The Parties

1. The Parties to this Letter of Commitment ("Letter") are:
 - 1.1 Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri, Te Aupōuri, NgāiTakoto and Te Rarawa;
 - 1.2 The Department of Internal Affairs, Te Tari Taiwhenua; and
 - 1.3 The Museum of New Zealand, Te Papa Tongarewa ("Te Papa Tongarewa");together "the Parties".

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

2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
 - 2.1 Ngāti Kuri; and
 - 2.2 Te Aupōuri; and
 - 2.3 NgāiTakoto; and
 - 2.4 Ngāti Kahu; and
 - 2.5 Te Rarawa.
3. Although Ngāti Kahu is not a party to this Letter at the date of execution, Ngāti Kahu may become a party to this Letter at any time by giving one month's written notice to the Parties.
4. In the event that Ngāti Kahu is not a party to this Letter, the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to the Letter and Te Hiku o Te Ika shall have a corresponding meaning.

Definitions

- "Inventories"* means list of information.
- "Iwi parties"* Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri; Te Aupōuri; NgāiTakoto and Te Rarawa are, for the purposes of this Letter of Commitment, referred to as the "Iwi parties".
- "Crown parties"* The Department of Internal Affairs with a focus on the National Library and Archives New Zealand functions, and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the "Crown parties". A summary of the role and functions of each of the parties is provided in Annex A.

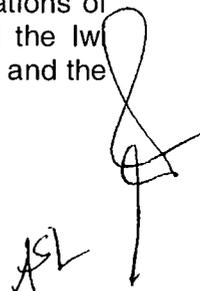
NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

**5: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE,
DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA**

- “Deaccessioned”* the permanent removal of an item from the collections of Te Papa Tongarewa.
- “National Library”* includes the Alexander Turnbull Library.
- “Taonga”* Taonga includes but is not limited to artifacts, heirlooms, human remains, manuscripts, archives, records, information data (including multi-media formats such as sound, still and moving images).

Context

5. The Crown has signed Deeds of Settlement (“the Deeds of Settlement”), settling the historical claims of the following Te Hiku o Te Ika Iwi:
- 5.1 Ngāi Takoto;
 - 5.2 Ngāti Kuri;
 - 5.3 Te Aupōuri; and
 - 5.4 Te Rarawa.
6. Under the Deeds of Settlement the Crown and the Iwi parties agreed to the development of this Letter to facilitate the:
- 6.1 care and management of;
 - 6.2 access to and use of;
 - 6.3 development and revitalisation of;
 - 6.4 involvement in agreed education initiatives associated with; and
 - 6.5 involvement in research undertaken by the Crown parties or jointly with the Iwi parties on;
- Te Hiku o Te Ika Iwi taonga whether held by Te Hiku o Te Ika whānau and hapū, or the Crown parties.
7. The Parties have entered into this Letter consistent with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
8. The Parties acknowledge that this common commitment is intended to support the contribution that the Parties make towards the shared vision between the Crown and the Iwi parties as set out at paragraph 12 and the achievement of the outcome set out at paragraph 15.
9. This Letter of Commitment is one of a suite of documents including the Social Accord and the DIA portfolio agreement that together sets out the relationship expectations of and the commitments made between the Department of Internal Affairs and the Iwi parties. The specific expectations of and commitments made between Te Papa and the Iwi parties are set out in this Letter of Commitment.

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**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

**5: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE,
DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA**

Purpose

10. The purpose of this Letter is to give greater definition to how the Parties intend to develop an enduring relationship and collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga.
11. The Parties recognise the following matters, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
 - 11.1 the significance of Te Hiku o Te Ika Iwi taonga to the maintenance and development of Te Hiku o Te Ika culture and to enriching the cultural life of New Zealand;
 - 11.2 that Te Hiku o Te Ika Iwi taonga is held and looked after by Te Hiku o Te Ika whānau and hapū, and also by the Crown parties to this Letter;
 - 11.3 that active and meaningful engagement by the Crown parties with Te Hiku o Te Ika in the care and management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga is required as agreed in the work plans; and
 - 11.4 the need for an enduring and collaborative relationship to be developed between the Iwi parties and the Crown parties.

Vision

12. The Crown and the Iwi parties have a shared vision:

The communities, whānau, hapū and Iwi of Te Hiku O Te Ika are culturally, socially and economically prosperous.	Kia whiwhi nga hāpori, whānau, hapū me nga Iwi o Te Hiku O Te Ika i te oranga tonutanga, kia ranea.
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13. The Parties will contribute to the achievement of the shared vision.
14. This vision recognises the important connection between Te Hiku whānau, hapū and Iwi with their taonga and the importance of this relationship to the wellbeing of their people.

Outcome

15. The Parties are committed to making a contribution to the following outcome:

Culturally strong Te Hiku o Te Ika: the members of Te Hiku o Te Ika Iwi have a strong and vital culture, history, language and identity; including the preservation and protection of taonga both tangible and intangible.
16. The Parties recognise that Te Hiku o Te Ika Iwi has responsibilities in relation to taonga that is both tangible and intangible, such as te reo Māori and Matauranga Māori.
17. The Parties recognise that the Department has responsibilities in relation to the preservation and protection of taonga that is tangible only.

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18. The Department will also contribute to other relevant outcomes as mutually agreed.

Effect

19. The Parties acknowledge that this Letter is not intended to constitute a contract between the Parties or to be enforceable by law. However, the Parties are committed to working together in good faith in accordance with this Letter in order to make a contribution to the achievement of the vision and outcome set out above.
20. Resourcing of activities under this Letter will be within existing resource limits and align with the Department's priorities and the Government priorities of the day.
21. The Iwi parties acknowledge that all agreements and commitments contained in this Letter are subject to the legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

Development of Work Plans

22. Within 12 months of the signing of this Letter each of the Crown parties will confirm a single work plan with the Iwi parties on matters of collective importance that are consistent with the purpose of this Letter and on a case by case basis other matters as mutually agreed that may be specific to a single, or a cluster of, Iwi. The work plans may:
- 22.1 provide the detail of the commitments agreed by the Iwi parties and each respective Crown party;
 - 22.2 set out a timetable and milestones for delivering on any agreed commitments;
 - 22.3 confirm the responsibilities for the various Parties in meeting the agreed commitments;
 - 22.4 identify a process for resolving any issues or disputes;
 - 22.5 identify key contact persons for the Parties;
 - 22.6 provide for mutually agreed outcomes; and
 - 22.7 provide for the work plans to be reviewed at the annual meeting.
23. Final topics for the work plans will be mutually agreed by the Iwi parties and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the Parties.

Work plan topics

Work Plan Topics Shared by all Parties

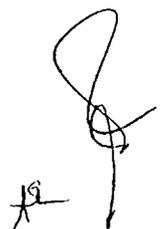
24. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.



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25. Collaborative Care and Management of Te Hiku o Te Ika Iwi taonga held by Crown parties:
- 25.1 to facilitate access for members Te Hiku o Te Ika Iwi to Te Hiku o Te Ika Iwi taonga;
 - 25.2 to provide advice and guidance on taonga and cultural heritage issues of importance to the Iwi parties;
 - 25.3 to work collaboratively with the Iwi parties, as far as reasonably practicable, to develop and maintain inventories for Te Hiku o Te Ika Iwi taonga;
 - 25.4 to work collaboratively with the Iwi parties to research Te Hiku o Te Ika Iwi taonga;
 - 25.5 to work with the Iwi parties to develop metadata for Te Hiku o Te Ika Iwi taonga;
 - 25.6 to work collaboratively with the Iwi parties on taonga care, management, and storage; and
 - 25.7 to develop mutually beneficial research projects that enhance the understanding of Te Hiku o Te Ika Iwi taonga and Te Hiku o Te Ika Iwi culture.
26. Sharing knowledge and expertise associated with Te Hiku o Te Ika Iwi cultural heritage
- 26.1 to share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
 - 26.2 to share information relating to:
 - (a) database use and research methodologies specific to, or that can be applied towards, Te Hiku o Te Ika Iwi taonga;
 - (b) ways in which the Iwi parties can encourage the use of their taonga in community and education; and
 - (c) the history and cultural significance of Te Hiku o Te Ika Iwi taonga where the Iwi parties consider it appropriate to share this information.
 - 26.3 to work together on exhibition planning processes and related activities specific to Te Hiku o Te Ika Iwi taonga; and
 - 26.4 to seek advice from the Iwi parties, regarding specific policy and tikanga guidance as it relates to Te Hiku o Te Ika Iwi taonga on issues they consider appropriate to share.
27. Opportunities for increased learning and capacity building relating to Te Hiku o Te Ika Iwi taonga through:
- 27.1 conservation and training in taonga preservation;
 - 27.2 collection management systems;
 - 27.3 digitisation initiatives; and



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27.4 training and development, with possible internships.

Work Plan Topics Specific to Crown parties

28. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand functions

29. Collaborative Care and Management of Taonga:

29.1 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections;

29.2 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material;

29.3 to work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga;

29.4 to work with the Iwi parties to develop exhibition opportunities relating to Te Hiku o Te Ika Iwi taonga; and

29.5 to provide the Iwi parties with the opportunity to share their mātauranga regarding key activities and events at National Library relating to Te Hiku o Te Ika Iwi taonga.

30. Sharing knowledge and expertise associated with Te Hiku o Te Ika Iwi taonga:

30.1 to share knowledge and expertise on known Te Hiku o Te Ika Iwi taonga held in New Zealand and overseas; and

30.2 to broker relationships with New Zealand and international libraries and heritage organisations.

31. Education initiatives:

31.1 to share National Library knowledge and expertise related to literacy and learning.

Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function

32. Collaborative Care and Management of Taonga:

32.1 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections;

32.2 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material;

32.3 to work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga;



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- 32.4 to develop a process whereby Te Hiku o Te Ika Iwi taonga is identified and the Iwi parties have the opportunity to acquire such taonga in accordance with process set out in section 25 of the Public Records Act 2005; and
- 32.5 to develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed.
33. Monitoring delivery of service:
- 33.1 to develop processes to monitor the effectiveness of the relationship with and services to the Iwi parties in achieving outcomes mutually agreed in the work plans.
34. Analysis and reporting:
- 34.1 to prepare and prioritise a list of key questions to ask regularly in written reports to the Iwi parties which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
35. Advice for public offices and local authorities on access to Te Hiku o Te Ika Iwi taonga:
- 35.1 to consult with the Iwi parties, and advise public offices and local authorities on best practice in making access decisions for access to Te Hiku o Te Ika Iwi taonga held as public archives and local authority archives.

Work Plan Topics Particular to Te Papa Tongarewa

36. Te Papa Tongarewa will work with the Iwi parties in relation to the work plan topics set out in this section consistently with the principle of Mana Taonga which:
- 36.1 recognises the relationships between iwi, hapū and whānau with their taonga; and
- 36.2 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 Tongarewa's collections a special connection to the marae - Rongomaraeroa; and
- 36.3 shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.
37. Collaborative Care and Management of Taonga:
- 37.1 to maintain an inventory of Te Hiku o Te Ika Iwi taonga held at Te Papa Tongarewa;
- 37.2 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections;
- 37.3 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material;
- 37.4 to work with the Iwi parties to develop protocols concerning the use of and access of others to material relating to Te Hiku o Te Ika Iwi taonga. for example advising



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Te Hiku o Te Ika of any access restrictions to taonga required by donors and discussing when access to and/or use of taonga could be restricted;

37.5 to develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed;

37.6 to work with the Iwi parties to develop exhibition opportunities; and

37.7 to provide opportunities to promote Te Hiku o Te Ika Iwi artists at Te Papa Tongarewa.

38. Education and training initiatives:

38.1 to work with the Iwi parties regarding education initiatives including on how their stories may be included in existing resources and the development of new resources; and

38.2 to work with the Iwi parties to develop training opportunities for members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika.

39. To provide the Iwi parties the opportunity to share their mātauranga regarding key activities and events at Te Papa Tongarewa:

39.1 to recognise the post settlement governance entities of the Te Hiku o Te Ika Iwi as iwi authorities for those iwi in relation to taonga issues; and

39.2 to recognise the priority that Te Hiku o Te Ika place on the acquisition of their taonga that is deaccessioned by Te Papa Tongarewa, and consult with them and provide them with the opportunity to acquire such taonga.

40. Sharing knowledge and expertise associated with Te Hiku o Te Ika cultural heritage kaupapa:

40.1 to share knowledge and expertise associated with Te Hiku o Te Ika Iwi cultural heritage kaupapa, including the following:

(a) Legislation (e.g. the Protected Objects Act) museum policies and practices;

(b) Visitor Market Research & Evaluation methodology and data; and

(c) Te Hiku o Te Ika iwi taonga held in New Zealand and overseas;

40.2 to actively facilitate Te Hiku o Te Ika relationships with New Zealand and international museums, galleries and heritage organisations; and

40.3 to actively facilitate opportunities for access and reconnection of Te Hiku o Te Ika iwi taonga.

41. Te Papa Tongarewa and the Iwi parties will also work together on:

41.1 New Zealand Museum Standards Scheme;

41.2 Advice on cultural centre development;



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41.3 Commercial Initiatives - (e.g. publications);

41.4 Iwi Exhibition partnership; and

41.5 Contributing to a central portal - web links.

Ongoing Relationships

42. The Parties agree to meet annually (hui of the Parties), at a date to be mutually agreed.

43. The inaugural hui of the Parties will be held within 3 months of the signing of the document.

44. The Parties will jointly take responsibility for confirming the annual hui and hui agenda.

45. Each party will meet its own cost of attending the annual hui.

Communication

46. The Parties commit to:

46.1 maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;

46.2 as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;

46.3 as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Letter and the practical tasks which flow from it;

46.4 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and

46.5 include a copy of the Letter on the Crown parties' websites.

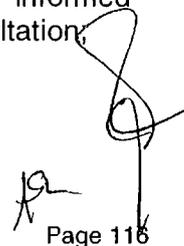
Changes to Policy and Legislation Affecting this Letter

47. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Iwi parties on policy development or review which potentially affects Te Hiku o Te Ika Iwi taonga and provide for opportunities for the Iwi parties to contribute to such developments.

48. If any of the Crown parties consults with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown party shall:

48.1 notify the Iwi parties of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

48.2 provide the Iwi parties with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation.



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- 48.3 approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the Iwi parties in relation to any of the matters that are subject to the consultation;
- 48.4 use best endeavours to meet when requested by either party to discuss options to resolve concerns; and
- 48.5 advise the Iwi parties of the final outcome of any such consultation.

Dispute Resolution

49. In the event that the Parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of the Letter, then a meeting will be convened between the Trust and the Chief Executive and then the Minister of Internal Affairs or, in the case of Te Papa Tongarewa, the Chairperson of the Board with any party giving at least one month's notice of request for a meeting.

Review Provision

50. This Letter will be reviewed by the Parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this Letter. This review will take place at the annual hui of the Parties, to ensure that the commitments entered into in the Letter remain relevant and continue to capture the purpose of the Letter.
51. The Parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

Chairperson
Te Rūnanga o Ngāi Takoto

Date:

Chairperson
Te Manawa o Ngāti Kuri Trust:

Mike Houlihan
Chief Executive
Museum of New Zealand
Te Papa Tongarewa

Date:

Date:

Chairperson
Te Rūnanga Nui o Te Aupōuri Trust:

Michelle Hippolite
Kaihautū
Museum of New Zealand
Te Papa Tongarewa

Date:

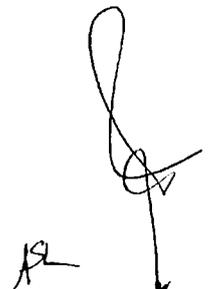
Date:

Chairperson
Te Rūnanga o Te Rarawa:

Chief Executive
Department of Internal Affairs

Date:

Date:



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Annex A

Summary of the Role and Functions
of the Parties

NgāiTakoto

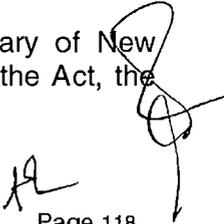
1. Te Rūnanga o NgāiTakoto ("Te Rūnanga") is the post-settlement governance entity for NgāiTakoto. Te Rūnanga is responsible for administering the historical settlement on behalf of the present and future members of NgāiTakoto and, through its subsidiaries, the commercial and social development of NgāiTakoto. Prior to the establishment of Te Rūnanga, NgāiTakoto had been represented by the Ngai Takoto A Iwi Research Unit Trust.
2. The Deed of Settlement between NgāiTakoto and the Crown was signed on 27 October 2012 and it is expected that the Settlement Legislation will be introduced some time in 2012. The Trust Deed and the Deed of Settlement are available from Te Rūnanga offices or online at www.ngaitakotoiwi.co.nz

Department of Internal Affairs (Te Tari Taiwhenua)

3. The Department of Internal Affairs (the Department) serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering nine Votes across nine portfolios.
4. The Department's portfolios are Internal Affairs (including the Government Chief Information Office), Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government, the Community and Voluntary sector (including the Office for the Community and Voluntary Sector), National Library and Archives New Zealand.
5. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
6. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates peoples activity, encourages compliance and enforces the law; and
 - (d) monitors performance.

Department of Internal Affairs National Library of New Zealand (Te Puna Mātauranga o Aotearoa) functions

7. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.
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



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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; and
 - (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; and
 - (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.

Department of Internal Affairs Archives New Zealand (Te Rua Mahara o te Kāwanatanga) functions

10. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.
11. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
12. The Chief Archivist has a leadership role in advising on and monitoring 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. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Te Hiku o Te Ika. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
13. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū and community records. Archives New Zealand endeavours to improve access by Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.



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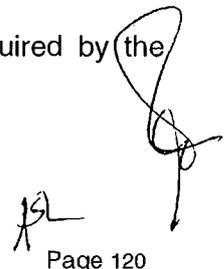
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14. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of public records.
15. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
16. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

Museum of New Zealand (Te Papa Tongarewa)

17. Te Papa Tongarewa is an autonomous Crown Entity under the Crown Entities Act 2004 and was established by the Museum of New Zealand Te Papa Tongarewa Act 1992. This Act provides that the role of Te Papa's Board is:
 - (a) to control and maintain the Museum;
 - (b) to collect works of art and items relating to history and the natural environment;
 - (c) to act as an accessible national depository for collections of art and items relating to history and the natural environment;
 - (d) to develop, conserve, and house securely the collections of art and items relating to history and the natural environment in the Board's care;
 - (e) to exhibit, or make available for exhibition by other public art galleries, museums, and allied organisations, such material from its collections as the Board from time to time determines;
 - (f) to conduct research into any matter relating to its collections or associated areas of interest and to assist others in such research;
 - (g) to provide an education service in connection with its collections;
 - (h) to disseminate information relating to its collections, and to any other matters relating to the Museum and its functions;
 - (i) to co-operate with and assist other New Zealand museums in establishing a national service, and in providing appropriate support to other institutions and organisations holding objects or collections of national importance;
 - (j) to co-operate with other institutions and organisations having objectives similar to those of the Board;
 - (k) to endeavour to make the best use of the Board's collections in the national interest; and
 - (l) to design, construct, and commission any building or structure required by the Museum.

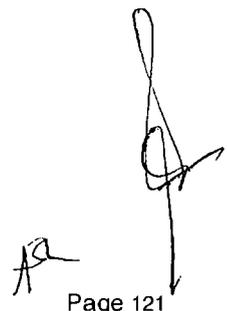


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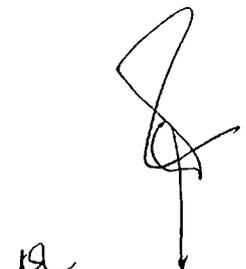
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18. Te Papa Tongarewa is a forum for the nation to present, explore, and preserve the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present, and meet the challenges of the future.
19. Te Papa Tongarewa's vision is:
- (a) to be relevant to all New Zealanders through stories of our collections and scholarship;
 - (b) to engage through these with communities throughout New Zealand;
 - (c) to be a source of experiences for audiences to grow their understanding and respect for Mātauranga Māori, and the different cultures of New Zealand;
 - (d) to be an access to the best collections from around the world;
 - (e) to be creative, collaborative and outward looking; and
 - (f) to be fun, challenging, and always enriching.



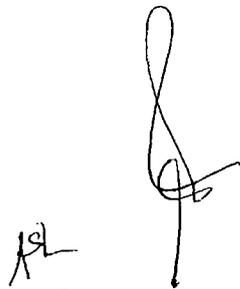
6. ENCUMBRANCES



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6.1 LAKE TANGONGE SITE A CONSERVATION COVENANT

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6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 27 Conservation Act 1987
and
Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

**BETWEEN TE RŪNANGA O NGĀITAKOTO TRUSTEES AND TE RŪNANGA O TE
RARAWA TRUSTEES**

AND

MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 27 of the Conservation Act 1987 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Conservation Values; and Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 27 October 2012 and implemented by the NgāiTakoto Claims Settlement Act [date]
- C. The Land contains Conservation Values and Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Conservation Act 1987 and the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Conservation Values and the Reserve Values.

OPERATIVE PARTS

In accordance with section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

"Conservation Purposes" means the preservation and protection of natural and historic resources including Conservation Values on the Land for the purpose of maintaining their intrinsic values, providing for their appreciation and recreational enjoyment by the public, and safeguarding the options of future generations.

"Conservation Values" means the conservation values specified in Schedule 1.

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6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

“Covenant”	means this Deed of Covenant made under section 27 of the Conservation Act 1987 and section 77 of the Reserves Act 1977.
“Director-General”	means the Director-General of Conservation.
“Fence”	includes a gate.
“Fire Authority”	means a fire authority as defined in the Forest and Rural Fires Act 1977.
“Land”	means the land described in Schedule 1.
“Minerals”	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
“Minister”	means the Minister of Conservation.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
“Owner”	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
“Reserve Values”	means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
“Working Days”	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.



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**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.

1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

2.1 The Land must be managed:

2.1.1 for Conservation Purposes;

2.1.2 so as to preserve the Reserves Values;

2.1.3 to provide, subject to this Covenant, freedom of access to the public for the appreciation and recreational enjoyment of the Land.

3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

3.1.1 grazing of the Land by livestock;

3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;

3.1.3 the planting of any species of exotic tree, shrub or other plant;

3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;

3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;

3.1.6 any cultivation, earth works or other soil disturbances;

3.1.7 any archaeological or other scientific research involving disturbance of the soil;

3.1.8 the damming, diverting or taking of Natural Water;

3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;

3.1.10 any other activity which might have an adverse effect on the Conservation Values or Reserve Values;

3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;

3.1.12 the erection of utility transmission lines across the Land.



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
- 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
- 3.2.3 keep the Land free from exotic tree species;
- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
- 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 5.1.2;
- 3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

- 3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
- 3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

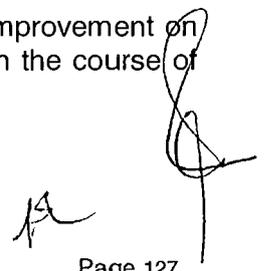
4 PUBLIC ACCESS

4.1 The Owner must, subject to this Covenant, permit public walking access for non commercial purposes to the Land.

5 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

5.1 The Minister must:

- 5.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.
- 5.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

5.2 The Minister may:

- 5.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 5.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

6 JOINT OBLIGATIONS

6.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

7 DURATION OF COVENANT

7.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

8 OBLIGATIONS ON SALE OF LAND

8.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

8.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

8.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

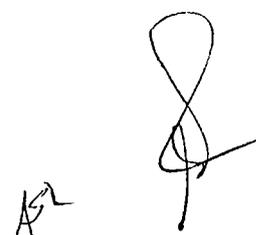
9 CONSENTS

9.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

10 MISCELLANEOUS MATTERS

10.1 Rights

10.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

Two handwritten signatures are present at the bottom right of the page. The one on the left is a small, stylized signature, and the one on the right is a larger, more complex signature.

**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

10.2 Trespass Act

10.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

10.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

10.3 Reserves Act

10.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

10.4 Registration

10.4.1 This Covenant must be signed by both parties and registered against the computer freehold register for the Land.

10.5 Acceptance of Covenant

10.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10.6 Fire

10.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;

10.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:

10.6.2.1 requested to do so; or

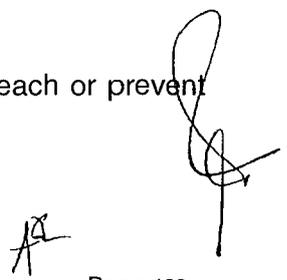
10.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977;

10.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

11 DEFAULT

11.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

11.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

- 11.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 11.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 11.2.1 advise the defaulting party of the default;
- 11.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 11.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

12 DISPUTE RESOLUTION PROCESSES

- 12.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

12.2 Mediation

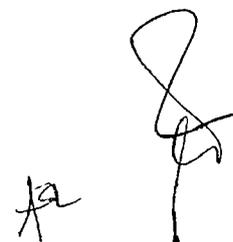
- 12.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 12.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

12.3 Failure of Mediation

- 12.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.
- 12.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 12.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

13 NOTICES

- 13.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

- 13.2 A notice given in accordance with clause 13.1 will be deemed to have been received:
- (a) in the case of personal delivery, on the date of delivery;
 - (b) in the case of pre-paid post, on the third working day after posting;
 - (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.
- 13.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

14 SPECIAL CONDITIONS

- 14.1 Special conditions relating to this Covenant are set out in Schedule 3
- 14.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

Executed as a Deed

Signed by _____ as)
Owner in the presence of :)

Witness: _____

Address : _____

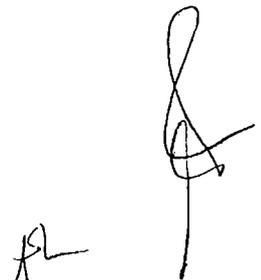
Occupation: _____

Signed by _____ and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
section 117 of the Reserves Act 1977 as designated)
Commissioner)
in the presence of :)

Witness: _____

Address : _____

Occupation: _____



6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

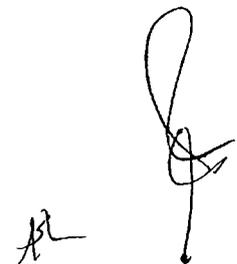
SCHEDULE 1

Description of Land:

31.0 hectares, approximately, being Part Allotments 37, 39 and 42 Parish of Ahipara and Crown Land. Subject to survey.

Flora values

- This is one of only a few remaining areas of natural vegetation on the Kaitaia floodplain and is highly significant as over 90% of the natural vegetation has been removed.
- The site is generally a peat wetland, with a semi-mineralised area adjoining the Tangonge drain. The drain is surrounded by pasture on its margins, and several aquatic plants are occasionally present in it including *Potamogeton crispus*, *Lagarosiphon major* and hornwort. Good numbers of grey mullet/kanae (*Mugil cephalus*,) were observed in the Tangonge drain. The pest fish *Gambusia affinis* (or mosquito fish) was also present.
- Ryegrass-parsley dropwort-(alligator weed)-(oval sedge) pasture occurs outside the fence and along the drain.
- Kuta sedgeland occurs throughout the wetland.
- Kuta-(soft rush)-(*Juncus gregiflorus*)-(pink bindweed)-(willow weed) sedgeland with local *Eleocharis acuta*, blackberry, *Isolepis prolifera* and *Polygonum strigosum* occurs on wetter parts.
- Kuta-paspalum sedgeland with locally common manuka, blackberry and Pampas grass occurs on drier parts.
- *Eleocharis acuta*-willow weed-(oval sedge) sedgeland with locally common *Bolboschoenus fluviatilis*, alligator weed, marsh bedstraw, *Polygonum strigosum* and paspalum occurs on very wet ground between the drain and the fence near the southern part of the site.
- Almost impenetrable manuka-gorse-kuta-(tangle fern)-(*Eleocharis acuta*) sedgeland with locally common Pampas grass and harakeke occurs on very wet ground. Ti kouka, kahikatea, wheki ponga *Baumea teretifolia*, *Coprosma propinqua* and *Hypolepis ambigua* are occasional.
- There is likely to be significant or threatened plants (*Mazus novaezeelandiae*, *Linguella puberula*, *Cyclosorus interruptus*, *Christella dentata*, *Hebe* aff. *bishopiana*, etc.).
- This area is part of the larger Tangonge wetland which is listed and ranked as a Level One site (Significant Natural Area), number N04/018, in the Natural Areas of Aupouri Ecological District (2003) Report.



6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

Fauna values

- The site supports at least two threatened bird species, the fernbird/matata and black shag/kawau(both *sparse*). Bittern/matuku (*nationally endangered*), and spotless crake/puweto (*sparse*) are present, while grey duck/parera (*nationally endangered*) is also likely to be present.
- The site contains a significant population of the threatened matata/fernbird (*Bowdleria punctata*).
- The threatened black mudfish ((*Neochana diversus*), (*gradual decline*), was recorded in 1993.
- Other wetland birds noted include black swan (*Cygnus atratus*), grey teal/tete (*Anas gracilis*), paradise shelduck/patangitangi (*Tadna variegata*), mallard (*anas platyrhynchos*), little shag/kawaupaka (*Phalacrocorax melanoleucos*), black shag/kawau (*Phalacrocorax carbo*), whitefaced heron (*Ardea novaehollandiae*) and harrier hawk/kahu (*Circus approximans*).
- The wetland offers very good habitat for the endangered matuku/bittern (*Botaurus poiciloptilus*) that are known to frequent the area. The wetland appears to be ephemeral in parts and offers habitat to a diversity of water birds such as water fowl, herons, shags and waders, and probably other secretive species such as spotless crake, banded rail and bittern.
- Other fauna of interest included the introduced Australian green bell frog or green and golden bell frog (*Litoria aurea*), which is now an endangered species in Australia.
- The site supports a very good invertebrate population, with high densities of the field grasshoppers (*Conocephalus* species), spiders and common blue butterfly/pepe ao uri (*Zizina labradus*). The high invertebrate fauna could be the reason for the good numbers of fernbird encountered as well as a healthy wetland habitat type.

Conservation Values to be protected:

- Native regenerating wetland vegetation
- Native habitat values
- Hydrology and water levels
- Public access

Reserve Values to be protected

- Natural values represented by the flora and fauna on the site as above.



6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

Te Rūnanga o Ngāi Takoto
16 Matthews Avenue
Melba Street
Kaitaia 0410

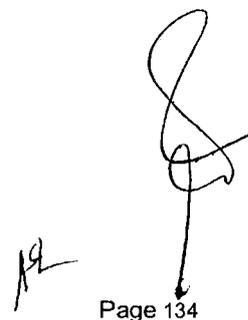
Te Rūnanga o Te Rarawa
16 Matthews Avenue
Kaitaia
P.O. Box 361, Kaitaia
Far North

The address for service of the Minister is:

Northland Conservancy Office
149-151 Bank Street,
PO Box 842
Whangarei 0140

Phone (09) 470 3300

Facsimile: (09) 470 3301


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6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

SCHEDULE 3

Special Conditions

None.

NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.1: LAKE TANGONGE SITE A CONSERVATION COVENANT

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

Solicitor for the Minister of
Conservation

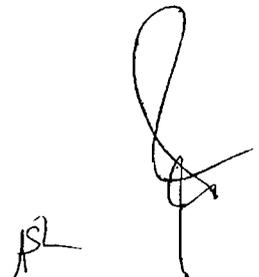
CONSERVATION COVENANT

(Under section 27 of the
Conservation Act 1987
and section 77 of the
Reserves Act 1977

to

MINISTER OF CONSERVATION

Legal Services
Department of Conservation



6.2 TANGONGE SITE CONSERVATION COVENANT

A handwritten signature in black ink, consisting of a large loop and a vertical stroke.

NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.2: TANGONGE SITE CONSERVATION COVENANT

CONSERVATION COVENANT

(Section 77 Reserves Act 1977)

THIS DEED of COVENANT is made this day of

**BETWEEN TE RŪNANGA O NGĀITAKOTO TRUSTEES AND TE RŪNANGA O TE
RARAWA TRUSTEES** (the Owner)

AND MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Section 77 of the Reserves Act 1977 provides that the Minister may enter into a covenant with the owner of any land to provide for management of that land's Reserve Values.
- B. The Owner is the registered proprietor of the Land as a result of a Treaty settlement with the Crown in accordance with a Deed of Settlement dated 27 October 2012 and implemented by the NgāiTakoto Claims Settlement Act [date.]
- C. The Land contains Reserve Values which the parties to the Deed of Settlement agreed should be subject to a covenant under the Reserves Act 1977 which would provide that the land should be managed to protect those values.
- D. The Owner has therefore agreed to grant the Minister a Covenant over the Land to preserve the Reserve Values.

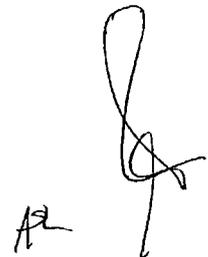
OPERATIVE PARTS

In accordance with section 77 of the Reserves Act 1977 and with the intent that the Covenant run with the Land and bind all subsequent owners of the Land, the Owner and Minister agree as follows.

1 INTERPRETATION

1.1 In this Covenant unless the context otherwise requires:

- | | |
|---------------------------|---|
| "Covenant" | means this Deed of Covenant made under section 77 of the Reserves Act 1977. |
| "Director-General" | means the Director-General of Conservation. |
| "Fence" | includes a gate. |
| "Fire Authority" | means a fire authority as defined in the Forest and Rural Fires Act 1977. |
| "Land" | means the land described in Schedule 1. |



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.2: TANGONGE SITE CONSERVATION COVENANT

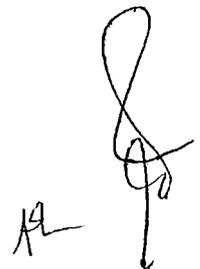
“Minerals”	means any mineral that is not a Crown-owned mineral under section 2 of the Crown Minerals Act 1991.
“Minister”	means the Minister of Conservation.
“Natural Water”	includes water contained in streams the banks of which have, from time to time, been re-aligned.
“Owner”	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
“Reserve Values”	means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
“Working Days”	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

- 2.1 The Land must be managed so as to preserve the Reserve Values.



6.2: TANGONGE SITE CONSERVATION COVENANT

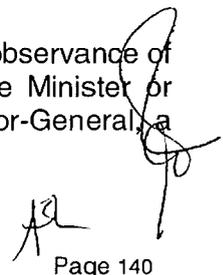
3 IMPLEMENTATION OF OBJECTIVE

3.1 Unless agreed in writing by the parties the Owner must not carry out or permit on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of exotic tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, top dressing, sowing of seed or use of chemicals (whether for spraying or otherwise) except where the use of chemicals is reasonably necessary to control weeds or pests;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;
- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Reserve Values;
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.

3.2 The Owner must take all reasonable steps to maintain the Land in a condition no worse than at the date of this Covenant, including:

- 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
- 3.2.2 co-operate with the Fire Authority when it is responding to a fire that threatens to burn, or is burning, on the Land and follow the directives of any controlling Rural Fire Officer in attendance at the fire regarding fire suppression;
- 3.2.3 keep the Land free from exotic tree species;
- 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
- 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General,



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.2: TANGONGE SITE CONSERVATION COVENANT

right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;

3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, must rebuild and replace all such Fences when reasonably required except as provided in clause 4.1.2;

3.2.7 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.3 The Owner acknowledges that:

3.3.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;

3.3.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

4.1.1 have regard to the objectives specified in clause 2.1 when considering any requests for approval under this Covenant.

4.1.2 repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister, the Director-General's employees or contractors, or any member of the public exercising any of the rights conferred by this Covenant.

4.2 The Minister may:

4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;

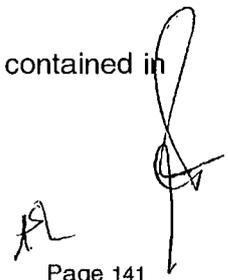
4.2.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objectives specified in clause 2.

5 JOINT OBLIGATIONS

5.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

6 DURATION OF COVENANT

6.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.2: TANGONGE SITE CONSERVATION COVENANT

7 OBLIGATIONS ON SALE OF LAND

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.
- 7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.
- 7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8 CONSENTS

- 8.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

9 MISCELLANEOUS MATTERS

9.1 Rights

- 9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act:

- 9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

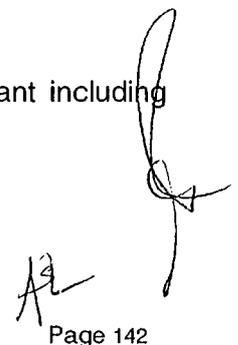
- 9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

9.4 Registration

- 9.4.1 This Covenant must be signed by both parties and registered against the computer freehold register to the Land.

9.5 Acceptance of Covenant

- 9.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.



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**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.2: TANGONGE SITE CONSERVATION COVENANT

9.6 Fire

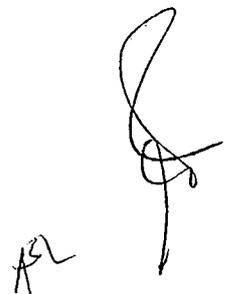
- 9.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority (as defined in the Forest and Rural Fires Act 1977) and the Minister in the event of wildfire upon or threatening the Land;
- 9.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 9.6.2.1 requested to do so; or
- 9.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.
- 9.6.3 This assistance will be at no cost to the Owner unless the Owner is responsible for the wild fire through wilful action or negligence (which includes the case where the wild fire is caused by the escape of a permitted fire due to non adherence to the conditions of the permit).

10 DEFAULT

- 10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:
- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
- 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.
- 10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:
- 10.2.1 advise the defaulting party of the default;
- 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 DISPUTE RESOLUTION PROCESSES

- 11.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

6.2: TANGONGE SITE CONSERVATION COVENANT

11.2 Mediation

11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

11.3 Failure of Mediation

11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.

11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

12 NOTICES

12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.

12.2 A notice given in accordance with clause 12.1 will be deemed to have been received:

(a) in the case of personal delivery, on the date of delivery;

(b) in the case of pre-paid post, on the third working day after posting;

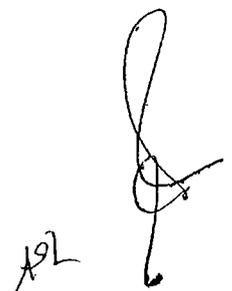
(c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

12.3 The Owner must notify the Minister of any change of ownership or control or all or any part of the Land and must supply the Minister with the name and address of the new owner or person in control.

13 SPECIAL CONDITIONS

13.1 Special conditions relating to this Covenant are set out in Schedule 3

13.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical line and a horizontal stroke at the bottom.

NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.2: TANGONGE SITE CONSERVATION COVENANT

Executed as a Deed

Signed by _____)
as Owner in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____

Signed by _____)
and _____)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers under)
(section 117 of the Reserves Act 1977 as designated)
Commissioner in the presence of : _____)

Witness: _____

Address : _____

Occupation: _____




6.2: TANGONGE SITE CONSERVATION COVENANT

SCHEDULE 1

Description of Land:

110 hectares, approximately, being Part Sections 4 and 6 SO 64336. Subject to survey.

- This is one of only a few remaining areas of natural vegetation on the Kaitaia floodplain and is highly significant as over 90% of the natural vegetation has been removed.
- The site is generally a peat wetland, with a semi-mineralised area adjoining the Tangonge drain. The drain is surrounded by pasture on its margins, and several aquatic plants are occasionally present in it including *Potamogeton crispus*, *Lagarosiphon major* and hornwort. Good numbers of grey mullet/kanae (*Mugil cephalus*,) were observed in the Tangonge drain. The pest fish *Gambusia affinis* (or mosquito fish) was also present.
- Ryegrass-parsley dropwort-(alligator weed)-(oval sedge) pasture occurs outside the fence and along the drain.
- Kuta sedgeland occurs throughout the wetland.
- Kuta-(soft rush)-(*Juncus greigiflorus*)-(pink bindweed)-(willow weed) sedgeland with local *Eleocharis acuta*, blackberry, *Isolepis prolifera* and *Polygonum strigosum* occurs on wetter parts.
- Kuta-paspalum sedgeland with locally common manuka, blackberry and Pampas grass occurs on drier parts.
- *Eleocharis acuta*-willow weed-(oval sedge) sedgeland with locally common *Bolboschoenus fluviatilis*, alligator weed, marsh bedstraw, *Polygonum strigosum* and paspalum occurs on very wet ground between the drain and the fence near the southern part of the site.
- Almost impenetrable manuka-gorse-kuta-(tangle fern)-(*Eleocharis acuta*) sedgeland with locally common Pampas grass and harakeke occurs on very wet ground. Ti kouka, kahikatea, wheki ponga *Baumea teretifolia*, *Coprosma propinqua* and *Hypolepis ambigua* are occasional.
- There is likely to be significant or threatened plants (*Mazus novaezeelandiae*, *Linguella puberula*, *Cyclosorus interruptus*, *Christella dentata*, *Hebe* aff. *bishopiana*, etc.).
- This area is part of the larger Tangonge wetland which is listed and ranked as a Level One site (Significant Natural Area), number N04/018, in the Natural Areas of Aupouri Ecological District (2003) Report.

Fauna values

- The site supports at least two threatened bird species, the fernbird/matata and black shag/kawau (both *sparse*). Bittern/matuku (*nationally endangered*), and spotless crane / puweto (*sparse*) are present, while grey duck/parera (*nationally endangered*) is also likely to be present.
- The site contains a significant population of the threatened matata/fernbird (*Bowdleria punctata*).

Ad



6.2: TANGONGE SITE CONSERVATION COVENANT

- The threatened black mudfish ((*Neochana diversus*), (gradual decline), was recorded in 1993.
- Other wetland birds noted include black swan (*Cygnus atratus*), grey teal/tete (*Anas gracilis*), paradise shelduck/patangitangi (*Tadorna variegata*), mallard (*Anas platyrhynchos*), little shag/kawaupaka (*Phalacrocorax melanoleucos*), black shag / kawai (*Phalacrocorax carbo*), whitefaced heron (*Ardea novaehollandiae*) and harrier hawk/kahu (*Circus approximans*).
- The wetland offers very good habitat for the endangered matuku/bittern (*Botaurus poiciloptilus*) that are known to frequent the area. The wetland appears to be ephemeral in parts and offers habitat to a diversity of water birds such as water fowl, herons, shags and waders, and probably other secretive species such as spotless crane, banded rail and bittern.
- Other fauna of interest included the introduced Australian green bell frog or green and golden bell frog (*Litoria aurea*), which is now an endangered species in Australia.
- The site supports a very good invertebrate population, with high densities of the field grasshoppers (*Conocephalus* species), spiders and common blue butterfly/pepe ao uri (*Zizina labradus*). The high invertebrate fauna could be the reason for the good numbers of fernbird encountered as well as a healthy wetland habitat type.

Reserve Values to be protected:

- Native regenerating wetland values represented by the flora and fauna above
- Native habitat values
- Natural intrinsic values

AL



6.2: TANGONGE SITE CONSERVATION COVENANT

SCHEDULE 2

Address for Service

The address for service of the Owner is:

Te Rūnanga o Ngāi Takoto
16 Matthews Avenue
Melba Street
Kaitaia 0410

Te Rūnanga o Te Rarawa
16 Matthews Avenue
Kaitaia
P.O. Box 361, Kaitaia
Far North

The address for service of the Minister is:

Northland Conservancy Office
149-151 Bank Street,
PO Box 842
Whangarei 0140

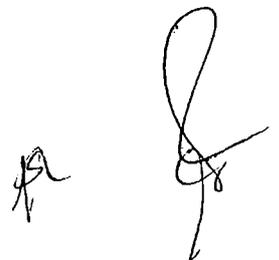
Phone (09) 470 3300
Facsimile: (09) 470 3301

(

6.3 TANGONGE SITE RIGHT OF WAY EASEMENT

(

Two handwritten signatures in black ink, one smaller and one larger, positioned in the bottom right corner of the page.

NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.3: TANGONGE SITE RIGHT OF WAY EASEMENT

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

Surname must be underlined

Te Rūnanga o Ngāi Takoto trustees and Te Rūnanga o Te Rawawa trustees

Grantee

Surname must be underlined

Te Rūnanga o Te Rawawa trustees

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

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

Dated this

day of

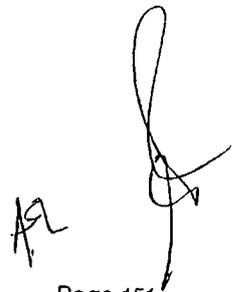
2012

Attestation

The Common Seal of Te Rūnanga o Ngāi Takoto and Te Rūnanga o Te Rawawa was affixed in the presence of:	Signed by:
Common Seal of Grantor	Signed by:
Common Seal of Grantor	Signed by:

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

[Solicitor for] the Grantee



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.3: TANGONGE SITE RIGHT OF WAY EASEMENT

Annexure
Schedule 1

Easement instrument

Dated

Page 1 of

pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	As shown "A" on OTS-073-28 Subject to survey	Part Sections 4 and 6 SO 64336 as shown on OTS-073-28. Subject to Survey	Part Section 4, Parts Section 6 and Sections 5 and 7 SO 64336. Subject to Survey.

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

Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers ~~are varied/negative/added to or substituted by:~~

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~The provisions set out in the Annexure Schedule.~~ by the provisions set out in Annexure Schedule 2.

Covenant provisions

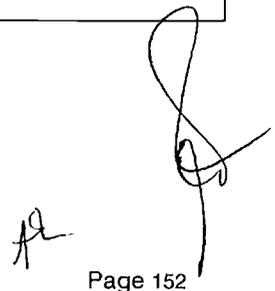
Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.

~~The provisions applying to the specified covenants are those set out in:~~

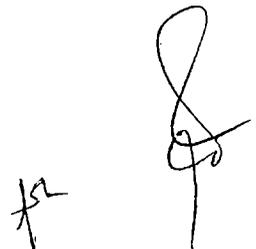
~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~Annexure Schedule 2.~~

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



6.4 WAIPAPAKAURI BEACH SITE RIGHT OF WAY EASEMENT

Handwritten initials 'JL' and a signature.

NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: WAIPAPAKAURI BEACH SITE RIGHT OF WAY EASEMENT

Form 3
**Easement instrument to grant easement or *profit à prendre*,
or create land covenant**

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

North Auckland

BARCODE

Grantor

Surname must be underlined

[insert names of Te Rūnanga o Ngāi Takoto trustees]

Grantee

Surname must be underlined

[insert names of owners of Computer Freehold Registers NA78D/973, NA78D/974, NA78D/975, NA77D/959, NA77D/960, NA77D/961, NA77D/962, NA77D/963]

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

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

Dated this

day of

20

Attestation

See annexure schedule

Signed in my presence by the Grantor

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantor

See annexure schedule

Signed in my presence by the Grantee

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature [common seal]
of Grantee

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

[Solicitor for] the Grantee

NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: WAIPAPAKAURI BEACH SITE RIGHT OF WAY EASEMENT

**Annexure
Schedule 1**

Schedule A

Continue in additional Annexure Schedule if required

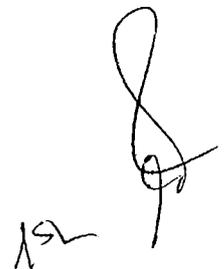
Purpose (nature and extent) of easement, <i>profit</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way	As shown marked red on OTS-073-32. Subject to survey.	Sections 13, 14, 91 -103 Town of Muriwhenua and Crown Land as shown on OTS-073-28. Subject to survey.	Sections 15, 63-69 Town of Muriwhenua. All Computer Freehold Registers NA78D/973, NA78D/974, NA78D/975, NA77D/959, NA77D/960, NA77D/961, NA77D/962, and NA77D/963.

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

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

The implied rights and powers **are varied** by the provisions set out in Annexure Schedule 2.

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



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: WAIPAPAKAURI BEACH SITE RIGHT OF WAY EASEMENT

**Annexure
Schedule 2**

Background

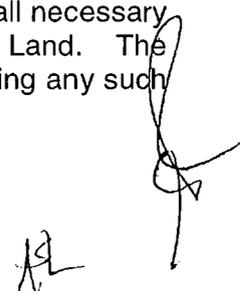
- A. The Grantor is the registered proprietor of that land contained in computer freehold register [XXX] which is held for Scenic purposes under the Reserves Act 1977.
- B. The parties acknowledge and agree the Grantee maintains the right of way access tracks on the Servient Land associated with the Waipapakauri North Scenic Reserve.
- C. The Grantor has agreed to grant to the Grantee a right of way over the Servient Land on the terms and conditions set out in this Easement.
- D. The parties have entered into this Easement to record the arrangements between them.

Right of Way

- 1. The Grantor grants to the Grantee the right of way over that part of the Servient Land described as [to be surveyed - [X] metres wide over area marked red on OTS-073-32] ("the Easement Land").

Right of Way Easement Terms and Conditions

- 2. The Grantee shall have the full, free, uninterrupted and unrestricted right, liberty and privilege to pass and re-pass from time to time and at all times, on foot, or with or without Vehicles over and along the Easement Land subject to the following conditions:
 - (a) in exercising such rights of access the Grantee shall use reasonable endeavours to minimise and avoid any unnecessary damage to the Easement Land and shall take all reasonable and proper precautions to guard against danger on the Servient Land and, notwithstanding clause 3, shall immediately reinstate the Easement Land or any improvements thereon (including restoring the surface thereof and replanting vegetation) where any damage is caused in the process of exercising any rights under this Easement;
 - (b) the Grantee shall at its cost repair any access tracks, fences, gates, or other structures on the Servient Land which are damaged by the Grantee;
 - (e) the Grantee shall be entitled to install and replace any access tracks, equipment or structures (including signage) necessary to exercise its rights under this Easement and shall repair and maintain such access tracks, equipment and structures at its cost in all things, so as to keep them in good order, condition and repair and to prevent them from becoming a danger or nuisance;
 - (f) the Grantee may take such measures as it reasonably thinks necessary for the safety of persons or property on or about the Easement Land including without limitation the right to erect fences, barriers and signs and notices warning of any danger [and to erect, renew and maintain gates together with all necessary fittings and fixtures across any access track on the Easement Land. The Grantee must obtain the Grantor's prior written consent before taking any such measures;] and



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: WAIPAPAKAURI BEACH SITE RIGHT OF WAY EASEMENT

- (g) the Grantee will not light any fire on or adjacent to the Easement Land.

Repair and Maintenance

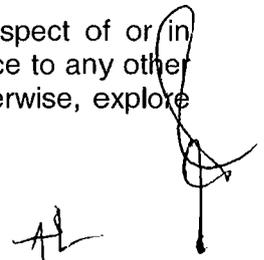
3. The Grantee shall at its cost keep in good order, repair and condition the right of way over the Easement Land **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to the Easement Land which was the sole result of the Grantor's negligent use of the Easement Land.
4. When carrying out any repairs, maintenance or improvements to the tracks under clause 3, the Grantee shall not:
- (a) widen the access tracks; or
 - (b) alter the location of the access tracks; or
 - (d) change the nature of the surface of the access tracks; or
 - (e) park or store equipment or material on the Servient Land,
- without the Grantor's prior written approval, such approval not to be unreasonably withheld or delayed.
5. If the Grantor or the Grantee desire to upgrade the right of way for the convenience of its servants, agents and lawful visitors then it shall first obtain the approval in writing from the other party and then proceed to carry out such works and future maintenance of those works at its own cost.
7. The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any vegetation on the Servient Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
8. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement.

Tracks and Equipment Property of Grantee

9. The tracks and any equipment or structure constructed or installed on the Easement Land shall remain the property of the Grantee and may at any time be removed by it **PROVIDED THAT** any damage caused by such removal shall immediately be remedied by the Grantee at its cost. If within six (6) months after the date when written notice of such damage is provided to the Grantee by the Grantor, it fails to remedy such damage, the Grantor may, after first having given the Grantee at least one (1) month's written notice of its intention to do so, remedy all or any of the damage and recover the cost for this from the Grantee.

Dispute Resolution

10. (a) In the event of any dispute arising between the parties in respect of or in connection with this Easement, the parties shall, without prejudice to any other right or entitlement they may have under this Easement or otherwise, explore



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: WAIPAPAKAURI BEACH SITE RIGHT OF WAY EASEMENT

whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of LEADR (Lawyers Engaged in Alternative Dispute Resolution).

- (b) In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

Notices

11. All notices and communications under this Easement shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

No Power to Terminate

12. There is no implied power in this Easement for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Easement for any other reason, it being the intention of the parties that the easement rights will continue forever unless surrendered.

Access

13. The Grantee acknowledges that despite the terms of this Easement for so long as the Servient Land remains subject to the Reserves Act 1977, the Grantor and members of the public have (in accordance with the Reserves Act 1977) full and unencumbered access to pass and re-pass at all times on foot across and along the Easement Land.

Definitions and Interpretation

- 14.1 **Definitions:** In this Easement unless the context otherwise requires:

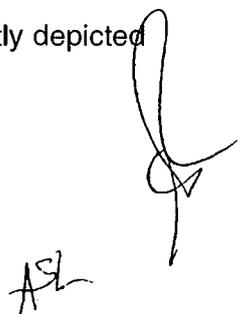
"Easement" means this easement;

"Easement Land" means that part of the Servient Land over which the right of way under this Easement is granted marked red on OTS-073-32 (Subject to survey);

"Grantee" means the owners of Computer Freehold Registers NA78D/973, NA78D/974, NA78D/975, NA77D/959, NA77D/960, NA77D/961, NA77D/962, and NA77D/963;

"Grantor" means the [the trustees of Te Rūnanga o NgāiTakoto] and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns; and

"Servient Land" means all the land in [computer freehold register [] currently depicted on OTS-073-32].



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NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

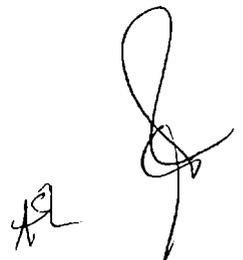
6.4: WAIPAPAKAURI BEACH SITE RIGHT OF WAY EASEMENT

"**access tracks**" means all tracks, pavings, paths and established routes on the Servient Land and includes all materials which form part of such routes.

"**Vehicles**" means road construction vehicles, four wheel drive vehicles, quad bikes or other similar vehicles required by the Grantee to carry plant, materials and equipment onto the Easement Land for the purposes of exercising its rights under this Easement]

14.2 **Interpretation:** In the interpretation of this Easement, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Easement;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

6.4: WAIPAPAKAURI BEACH SITE RIGHT OF WAY EASEMENT

Annexure
Schedule 2

SIGNED as a Deed on [date]

SIGNED by
[insert trustee names of]
[Te Rūnanga o Ngāi Takoto] as
Grantor in the presence of:

Signature

(_____
Witness signature

Full name

Address

Occupation

SIGNED by
[insert names of the owners of
Computer Freehold Registers
NA78D/973, NA78D/974,
NA78D/975, NA77D/959,
NA77D/960, NA77D/961,
NA77D/962, and NA77D/963] as
Grantee in the presence of:

Signature

(_____
Witness signature

Full name

Address

Occupation

AS 

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7. LEASES FOR LEASEBACK PROPERTIES

(

12



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7.1 LEASE WITH THE MINISTRY OF EDUCATION

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NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

7.1: LEASE WITH MINISTRY OF EDUCATION

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[]

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

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

Lessor

[]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest

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

Fee simple

Lease Memorandum Number *(if applicable)*

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and terms of lease

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

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

ASL



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

7.1: LEASE WITH MINISTRY OF EDUCATION

Attestation

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

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NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

7.1: LEASE WITH MINISTRY OF EDUCATION

BACKGROUND

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

SCHEDULE A

ITEM 1 THE LAND

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

ITEM 2 START DATE

[*insert start date*].

ITEM 3 ANNUAL RENT

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

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

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NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

7.1: LEASE WITH MINISTRY OF EDUCATION

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each with the first renewal date being the 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.

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NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

7.1: LEASE WITH MINISTRY OF EDUCATION

ITEM 10

CLAUSE 16.5 NOTICE

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

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("the Lessee")*

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

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

[]

[Form of execution by Lender]

[Date]

AS



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

7.1: LEASE WITH MINISTRY OF EDUCATION

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 6011 ("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:

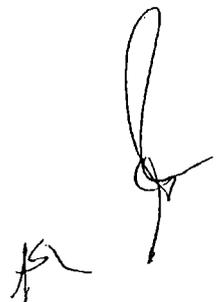
- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and*
- (ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.*

SCHEDULE

[]

[Form of execution by Lender]

[Date]



NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE

7.1: LEASE WITH MINISTRY OF EDUCATION

SCHEDULE B

1 Definitions

1.1 The term "Lessor" includes and binds:

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

1.2 The term "Lessee" includes and binds:

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

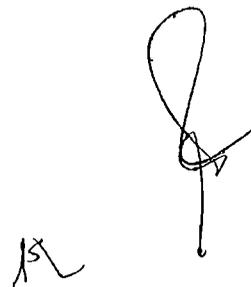
1.3 "Business Day" means a day that is not:

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

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

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise; and

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**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

7.1: LEASE WITH MINISTRY OF EDUCATION

- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

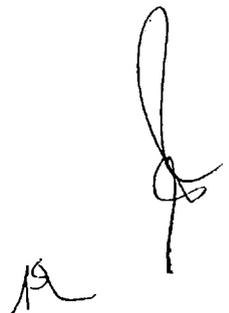
2 Payment of Annual Rent

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at [6%] of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 Rent Review

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

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of [6%] of the lesser of:
 - (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on [x]% growth per annum of the Transfer Value of the Land; or



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

7.1: LEASE WITH MINISTRY OF EDUCATION

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

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**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

7.1: LEASE WITH MINISTRY OF EDUCATION

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

4 Payment of Lessee Outgoings

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

5 Valuation Roll

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

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**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

7.1: LEASE WITH MINISTRY OF EDUCATION

6 Utility Charges

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

7 Goods and Services Tax

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

8 Interest

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

9 Permitted Use of Land

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

10 Designation

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

11 Compliance with Law

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

12 Hazards

- 12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.
- 12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

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**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

7.1: LEASE WITH MINISTRY OF EDUCATION

13 Damage or Destruction

13.1 Total Destruction

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

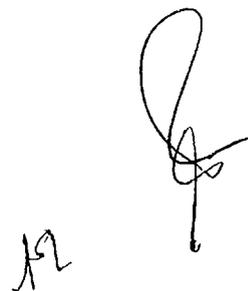
13.2 Partial Destruction

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
 - (i) the repair and reinstatement of the Land have been completed; and
 - (ii) the Lessee can lawfully occupy the Land.
- (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



**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

7.1: LEASE WITH MINISTRY OF EDUCATION

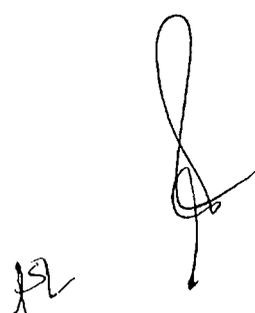
- (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
 - (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
 - (i) the relevant clause has applied for a period of 6 months or more; or
 - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.
- 13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.
- 13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:
- (a) assert that this lease has terminated; or
 - (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

14 Contamination

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

15 Easements

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

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**NGĀITAKOTO DEED OF SETTLEMENT
DOCUMENTS SCHEDULE**

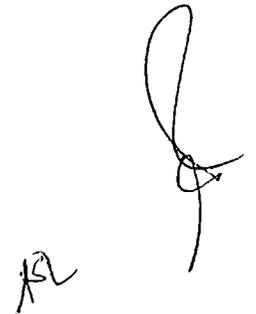
7.1: LEASE WITH MINISTRY OF EDUCATION

16 Lessee's Improvements

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

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18 Signs

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

19 Insurance

19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 Fencing

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 Quiet Enjoyment

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 Assignment

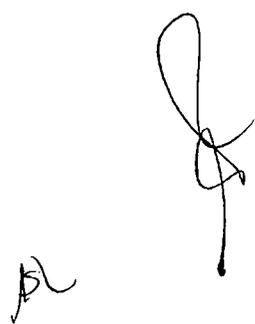
22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

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

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

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23 **Subletting**

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

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

24 **Occupancy by School Board of Trustees**

24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.

24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

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

25 **Lessee Break Option**

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

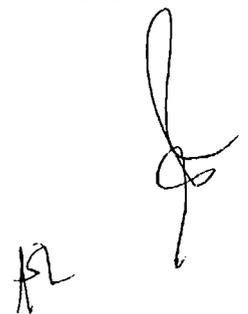
26 **Breach**

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

27 **Notice of Breach**

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

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



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

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

28 Renewal

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

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

29 Right of First Refusal for Lessor's Interest

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

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

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

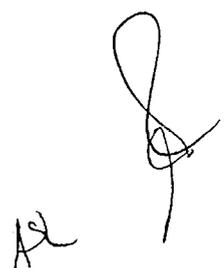
29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4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

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

30 Exclusion of Implied Provisions

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

- (a) Clause 11 - Power to inspect premises.

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31 **Entire Agreement**

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

32 **Disputes**

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

33 **Service of Notices**

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

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

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

[insert contact details]

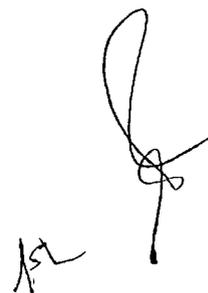
- 33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

34 **Registration of Lease**

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

35 **Costs**

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

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