

NGĀTI MUTUNGA O WHAREKAURI

and

*[Ngāti Mutunga o Wharekauri governance entity]*

and

THE CROWN

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**DEED OF SETTLEMENT SCHEDULE:**

**DOCUMENTS**

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### 1. STATEMENT OF ASSOCIATION

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### 1: STATEMENT OF ASSOCIATION

#### General Overview of Associations with Wharekauri

The entire rohe of Wharekauri is of special cultural, historical and spiritual importance for all Ngāti Mutunga o Wharekauri people.

In 1835 a number of Ngāti Mutunga migrated to the Chatham Islands seeking to live in security under their own te tino rangatiratanga. They commenced the establishment of cultural, historical and spiritual associations by the takhi of 1836, and have lived on Wharekauri ever since with ever-deepening ancestral connection. Ngāti Mutunga o Wharekauri understand that their te tino rangatiratanga does not impinge on the interests of any other groups.

Evidence of the widespread and fine-scale nature of these associations is provided by the density of place names conferred or used by Ngāti Mutunga o Wharekauri tupuna. (see appended list of place names, which Ngāti Mutunga o Wharekauri consider were te reo Māori names, which include place names on the “Map of the Chatham Islands from Surveys by S.P. Smith and John Robertson, 1868 & 1883”, published in 1887 [and an annotated version of this map.]) The schedule of place names and maps are included in Part 6 of the attachments schedule.

Within these hundreds of localities, different Ngāti Mutunga o Wharekauri whanau have unique associations but all Ngāti Mutunga o Wharekauri people when standing anywhere on Wharekauri are powerfully aware of the fact that they are standing on their tūrangawaewae; a tūrangawaewae that was secured and maintained collectively by a history that connects the various sub-identities within Ngāti Mutunga o Wharekauri through a common history including the great joint heke from Te Whanganui-a-Tara.

The unique association between Ngāti Mutunga o Wharekauri and their Wharekauri rohe continues to evolve and deepen with the passing of time. The site-specific details of those associations have been, and will be, conducted according to Ngāti Mutunga o Wharekauri values and principles. Inherent therein is the right of Ngāti Mutunga o Wharekauri to evolve the details of those associations within their rohe in the light of new opportunities and challenges.

The public conservation land subject to the Deed of Recognition comprises a small part of the Ngāti Mutunga o Wharekauri rohe. The boundaries and area of that rohe is independent of the land title structure within it.

#### *Overview of associations with customary marine area*

The coastal marine area has special cultural and historical importance for Ngāti Mutunga o Wharekauri who were aware of the existence of the outlying islands and their respective toroa and tītī nesting grounds when deciding to migrate there. Before leaving Te Whanganui-a-Tara in 1835, rights over The Sisters (Rangitutahi), Pitt (Rangiauria) South East (Rangatira) and Mangere Islands had already been allocated to particular chiefs. Te Wharepa reinforced his claim to Pitt and the surrounding islands by naming his new waka ‘Rangiauria’. This is significant because, in contrast, the parallel agreement over land on Wharekauri was that rights over particular areas were to be determined only after Ngāti Mutunga o Wharekauri were established there.

The chiefly claims over the outer islands of Rangiauria such as Rangatira and Mangere were extensions of the chiefly interests over Rangiauria itself, confirmed by the takahi of

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1836. The subsequent exercise of autonomy and self-determination reflected te tino rangatiratanga of Ngāti Mutunga o Wharekauri there. Ngāti Mutunga o Wharekauri exercised the responsibilities of kaitaikitanga and manaakitanga in accordance with tikanga weighing of the interests of present and future generations.

Neither Rangiauria nor its outer islands were the object of permanent settlement by Ngāti Mutunga o Wharekauri in the 1830s and 1840s and the takahi of those areas did not involve any conflict as they were uninhabited in 1836.

The practical exercise of te tino rangatiratanga initially entailed oversight and control of European whaling and farming activities. Rangatira was the site of a shore whaling venture with associated farming and trading activities. In 1841, 50 saxon merino sheep were introduced to Rangatira which later became an important foundation strain in Pitt and Chatham Island sheep farming. Although not resident on Wharekauri, the Ngāti Mutunga o Wharekauri rangatira Wharepa exercised rights energetically over Mangere and Rangatira and insisted that all activities there were subject to his approval. During an inspection trip Wharepa undertook around Pitt Island, Mangere and Rangatira (South East) in about 1845, he evicted a shore whaling gang from Rangatira. Wharepa also burned timber German missionaries had spent months cutting and pit-sawing at Waipaua on Pitt Island without his permission.

#### ***Birding and Fishing***

From the 1830s, Ngāti Mutunga o Wharekauri were regular visitors to Rangatira and Mangere and other locations on birding expeditions.

The waka brought to Wharekauri were poorly suited for the task of birding on the smaller islets but were able to visit Rangatira and Mangere safely. However, all of the large waka towed to Wharekauri by the *Rodney* (including 'Rangiauria') were destroyed by the *Heroine* in 1838 as a reprisal for the loss of the French whaling vessel *Jean Bart*. After that time all birding expeditions were carried out in whaleboats, acquired by trade. These whaling boats were quite numerous as indicated by the destruction of 5 such boats at Owenga by the tsunami of 1868.

Ngāti Mutunga o Wharekauri autonomy meant that they conducted birding and fishing on the islands, islets, and reefs after 1835 in accordance with their te tino rangatiratanga. Evidence shows that some Ngāti Mutunga o Wharekauri birding expeditions included other residents of the Chatham Islands. There is evidence of traditional karakia of Ngāti Mutunga o Wharekauri and other participants being given before such expeditions.

#### **Customary Interests and Legal Title**

In 1870, the ownership of the entirety of Pitt Island was awarded by the Native Land Court to seven Ngāti Mutunga o Wharekauri rangatira. They were Wiremu Wharepa, Toenga te Poki, Hamuera Koteriki, Wiremu Naera Pomare, Apitea Punga, Remihana Tapae and Wi Tahuhu. Ngāti Mutunga o Wharekauri consider that the customary interests of these rangatira who were awarded titles extended out beyond the shores of Pitt Island to neighbouring islands, islets and reefs.

The Native Land Court issued legal titles to Ngāti Mutunga o Wharekauri for Rangitutahi in 1885, Motuhara (The 44s) in 1887, Mangere in 1900, Tapuaenuku in 1900 and Rangatira in 1900. By the early years of the 20<sup>th</sup> century, Inia Tuhata was the

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representative for the Ngāti Mutunga o Wharekauri owners of both Mangere and Rangatira.

All of the islands discussed above, except Mangere and Rangatira remain in Ngāti Mutunga o Wharekauri whanau ownership today. Rangatira remained in Ngāti Mutunga o Wharekauri whanau ownership until 1954 and Mangere until 1967. Ngāti Mutunga o Wharekauri consider the interests of the iwi do not override or replace the rights of the whānau owners.

Although the legal title to Rangatira and Mangere is held by the Crown today, their cultural and historical significance for Ngāti Mutunga o Wharekauri remains extremely high and undiminished. They were conquered by Ngāti Mutunga o Wharekauri in 1836, and, after the legal ownership of Ngāti Mutunga o Wharekauri was recognised by the Crown in 1900, remained in exclusive Ngāti Mutunga o Wharekauri ownership for approximately 54 and 67 years respectively.

These islands are auspicious conservation areas of national significance - home to many endangered Chatham Island species including the Chatham Island Black Robin. Ngāti Mutunga o Wharekauri are very mindful that these two islands are fragile areas prone to erosion, damage from storm action and invasion by pests. For instance, it was Ngāti Mutunga o Wharekauri who, in 1915/16 eliminated the wild goat population on Rangatira which had been there since the abandonment of a shore whaling station in the 1840s.

***Sheep Farming***

The permanent settlement of these two islands by Ngāti Mutunga o Wharekauri persons occurred in association with sheep farming from the mid nineteenth century to mid-twentieth century. For instance, Thomas McClurg leased Rangatira for a 16-year term in 1915 for sheep grazing from his uncle, Inia Tuhata who was also acting as trustee for May Inia, alias Te Haumarewa, Edmond Inia alias Tiaki, Toenga Inia alias Kake and Rere Tawhangawhanga. He, his wife Bertha Paynter and his family lived part-time on Rangatira and the remainder at their main residence in Rangiauria. Their daughter Lucy Dora McClurg was born on Rangatira on 7.8.1923 (died Christchurch 25.8.1946 of tuberculosis). This is the only recorded birth on Rangatira since the 1840s (and may be the last).

The Hough whānau of Ngāti Mutunga o Wharekauri were early pioneers of farming on Mangere Island.

***Significance for the mana and reputation of Ngāti Mutunga o Wharekauri***

The exercise of te tino rangatiratanga and kaitiakitanga on Mangere, Rangatira, and islands, provided resources that helped underpin the exercise of manaakitanga both on and off Wharekauri, upholding the mana of the iwi and its reputation within Taranaki and Te Ao Māori. In the 1870s and 80s most Ngāti Mutunga o Wharekauri (with the notable exception of Rakatau) were committed supporters of Te Whiti and the Parihaka community. Those Ngāti Mutunga o Wharekauri who remained on Wharekauri and those who managed to find their way back there in the 1870s and 80s were strong supporters of Parihaka sending enormous quantities of food to Parihaka. As well as preserved birds (tītī, albatross and duck) large quantities of duck and albatross feathers were also sent for mattress stuffing. Most symbolically, three soft white feathers taken from under the

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### 1: STATEMENT OF ASSOCIATION

wing of the albatross were adopted by Te Whiti as the Raukura that together signify "Glory to God on High, Peace on Earth and Goodwill to all Mankind". The raukura is the badge of the followers of Te Whiti to this day.

The raukura is an example of how the customary and cultural significance of the connections between Mangere, Rangatira and the other small islands and islets of Wharekauri are not just a legacy of kaitiakitanga and customary gathering of food also but symbolize more deeply the triumphs and tragedies of a unique iwi history that provide the living threads of Ngāti Mutunga o Wharekauri identity today and in the future.

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2: DEED OF RECOGNITION

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**2. DEED OF RECOGNITION**

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2: DEED OF RECOGNITION

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**DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION**

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### 2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

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 –
  - 1.1.1 Ngāti Mutunga o Wharekauri (the **settling group**); and
  - 1.1.2 [governance entity] (the **governance entity**).
- 1.2 In the deed of settlement, the settling group made a statement of the settling group's particular cultural, spiritual, historical, and traditional association in relation to the recognition area which comprises the following sites (shown on deed plan TTW-063-03):
  - 1.2.1 Cannon – Peirce Scenic Reserve:
  - 1.2.2 Chudleigh Conservation Area:
  - 1.2.3 Hāpūpū / J M Barker Historic Reserve:
  - 1.2.4 Harold Peirce Memorial Scenic Reserve:
  - 1.2.5 Henga Scenic Reserve:
  - 1.2.6 Manauea / Ocean Mail Scenic Reserve:
  - 1.2.7 Mangape Creek Conservation Area:
  - 1.2.8 Mangere Island Nature Reserve:
  - 1.2.9 Marginal Strip – Hanson Bay North:
  - 1.2.10 Marginal Strip – Hanson Bay South:
  - 1.2.11 Marginal Strip – Lake Huro:
  - 1.2.12 Marginal Strip – Lake Kaingarahu:
  - 1.2.13 Marginal Strip – Lake Makuku:
  - 1.2.14 Marginal Strip – Lake Taia:
  - 1.2.15 Marginal Strip – Owenga:
  - 1.2.16 Marginal Strip – Pacific Ocean:
  - 1.2.17 Marginal Strip – Petre Bay:
  - 1.2.18 Marginal Strip – Pitt Strait:
  - 1.2.19 Marginal strip – Te Awainanga River – Te Whanga Lagoon:

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### 2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

- 1.2.20 Marginal Strip – Te Whanga Lagoon:
- 1.2.21 Marginal Strip – Waikawa Islands:
- 1.2.22 Marginal Strip – Waitangi:
- 1.2.23 Nikau Bush Conservation Area:
- 1.2.24 Part Tikitiki Hill Conservation Area:
- 1.2.25 Rangatira Nature Reserve:
- 1.2.26 Scenic Reserve – Chudleigh:
- 1.2.27 Scenic Reserve – Lake Rotokawau:
- 1.2.28 Scenic Reserve – Lower Nikau Bush:
- 1.2.29 Scenic Reserve – Owenga:
- 1.2.30 Scenic Reserve – Punakokowai/Tangepu:
- 1.2.31 Scenic Reserve – Tioriori/Green Swamp:
- 1.2.32 Scenic Reserve – Wharekauri coastal strip:
- 1.2.33 Taia Bush Historic Reserve:
- 1.2.34 Te Awatea Scenic Reserve:
- 1.2.35 Te One Base:
- 1.2.36 Te One Conservation Area:
- 1.2.37 Thomas Mohi Tuuta (Rangaika) Scenic Reserve:
- 1.2.38 Tuku Nature Reserve:
- 1.2.39 Waikokopu / Canister Cove Scenic Reserve:
- 1.2.40 Waipaua Conservation Area:
- 1.2.41 Waipāua Scenic Reserve:
- 1.2.42 Waitangi Conservation Area.

1.3 The statement of association is –

- 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.

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### 2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

1.4 The Crown has acknowledged the statement of association in the Ngāti Mutunga o Wharekauri Claims Settlement 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 the recognition area, consult and have regard to the views of the governance entity concerning the settling group's association with that recognition area as described in a statement of association.

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 the recognition 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;
  - (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 the recognition area that is a river; and
- 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 the recognition 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.

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### 2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

#### 4 TERMINATION

- 4.1 This deed terminates in respect of the recognition 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
  - 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 –

Department of Conservation  
Conservation House  
Whare Kaupapa Atawhai  
18 Manners Street  
Wellington 6011  
PO Box 10420  
The Terrace  
Wellington 6143.

#### 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 –

**Conservation area** has the same meaning as conservation area in section 2(1) of the Conservation Act 1987; and

**Conservation land** means land that is: vested in the Crown or held in fee simple by the Crown; and held, managed, or administered by the Department of Conservation under conservation legislation; and

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### 2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

**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 [date] 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

**Minister** means the Minister of Conservation; and

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

**recognition area** means the area comprised of the sites listed in clause 1.2, the general location of which is shown on deed plan TTW-063-03) referred to in relation to the area, but which does not establish the precise boundaries of the recognition area; and

**settling group** and **Ngāti Mutunga o Wharekauri** 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 the 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

**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 those 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.

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### 2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

- 9.6 One gender includes the other genders.
- 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.

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**2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION**

**SIGNED** as a deed on [date]

**SIGNED** for and on behalf of  
**THE CROWN** by

The Minister of Conservation  
in the presence of:

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Signature of Witness

Witness Name

Occupation

Address

The Director-General of Conservation  
in the presence of:

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Signature of Witness

Witness Name

Occupation

Address

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### 2: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

## SCHEDULE

### Copies of Statement of Association

In relation to the area comprised of the sites listed in clause 1.2, the general location of which is shown on deed plan TTW-063-03) referred to in relation to the area, but which does not establish the precise boundaries of the recognition area

*[statement of association]*

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### 3. PROTOCOLS

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### 3.1: CROWN MINERALS PROTOCOL

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#### 3.1 CROWN MINERALS PROTOCOL

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## DOCUMENTS

### 3.1: CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR RESOURCES  
REGARDING CONSULTATION WITH NGĀTI MUTUNGA O WHAREKAURI BY THE MINISTRY  
OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN  
OWNED MINERALS

#### 1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between the trustees of the [ ] ("[ ]") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Resources (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out how the Ministry of Business, Innovation and Employment (the "**Ministry**") will consult with Ngāti Mutunga o Wharekauri on matters specified in the Protocol.
- 1.2 Both the Ministry and Ngāti Mutunga o Wharekauri are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the "**Act**") requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that [ ] is the governance entity of Ngāti Mutunga o Wharekauri and represents the interests of Ngāti Mutunga o Wharekauri.
- 1.5 Ngāti Mutunga o Wharekauri are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area (attached at Attachment A).

#### 2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Ngāti Mutunga o Wharekauri and the Ministry in relation to minerals 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 [the governance entity] 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 PROTOCOL AREA

- 3.1 This Protocol applies to the area shown on the map in Attachment A and does not go beyond the sovereign territory of New Zealand.

#### 4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [ ] of [ ] (the "**Settlement Legislation**") that implements clause [ ] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

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

## 5 CONSULTATION

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

### **New minerals programmes**

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

### **Petroleum exploration permit block offers**

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

### **Other petroleum permit applications**

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

### **Amendments to petroleum permits**

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

### **Permit block offers for Crown owned minerals other than petroleum**

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

### **Other permit applications for Crown owned minerals other than petroleum**

(f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(e) or where the application relates to newly available acreage;

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**3.1: CROWN MINERALS PROTOCOL**

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**Newly available acreage**

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

**Amendments to permits for Crown owned minerals other than petroleum**

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

**Gold fossicking areas**

(i) when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

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

**6 IMPLEMENTATION AND COMMUNICATION**

6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with [the governance entity] in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Ngāti Mutunga o Wharekauri.

6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Ngāti Mutunga o Wharekauri in each case are:

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

**7 DEFINITIONS**

7.1 In this Protocol:

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

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**3.1: CROWN MINERALS PROTOCOL**

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

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

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

**Deed of Settlement** means the Deed of Settlement dated [ ] between the Crown and Ngāti Mutunga o Wharekauri;

**Hapū** has the meaning set out in clause [ ] of the Deed of Settlement;

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

**Minister** means the Minister for Resources;

**Ministry** means the Ministry of Business, Innovation and Employment;

**Ngāti Mutunga o Wharekauri** has the meaning set out in clause 9.9 of the Deed of Settlement;

**newly available acreage** is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013

**petroleum** means—

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

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

**Protocol** means a statement in writing, issued by the Crown through the Minister to [ ] under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

**DOCUMENTS**  
**3.1: CROWN MINERALS PROTOCOL**

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**ISSUED ON [ ]**

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

**WITNESS**

Name \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

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3.1: CROWN MINERALS PROTOCOL

ATTACHMENT A  
PROTOCOL AREA MAP



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### 3.1: CROWN MINERALS 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 or [the PSGE entity] may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and [the PSGE entity].

#### 2. Noting

- 2.1 A summary of the terms of this Protocol must be:

- 2.1.1 added to a register of protocols maintained by the Chief Executive;
  - 2.1.2 published on a website maintained by the Ministry.

but the addition:

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

#### 3. Limits

- 3.1 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 (including the Crown Minerals Act 1991) and government policy, including:
    - (a) introducing legislation; or
    - (b) changing government policy; or
    - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section [ ]); or
  - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of [ ] or a representative entity (section [ ]); or
  - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [ ]); or

## DOCUMENTS

### 3.1: CROWN MINERALS PROTOCOL

- 3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [ ]).]
- 3.2 In this summary of the Terms of Issue, “**representative entity**” has the same meaning as it has in the Deed of Settlement.

**4. Breach**

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

DOCUMENTS

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**3.2: PRIMARY INDUSTRIES PROTOCOL**

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**3.2 PRIMARY INDUSTRIES PROTOCOL**

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## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF AGRICULTURE, THE MINISTER FOR BIOSECURITY, THE MINISTER FOR OCEANS AND FISHERIES, THE MINISTER FOR FOOD SAFETY AND THE MINISTER OF FORESTRY REGARDING INTERACTION BETWEEN xxx AND THE MINISTRY FOR PRIMARY INDUSTRIES**

#### 1 INTRODUCTION

1.1 Under the Deed of Settlement dated [insert date] between xxx and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Agriculture, the Minister for Biosecurity, the Minister for Oceans and Fisheries, the Minister for Food Safety and the Minister of Forestry (the “**Ministers**”) would issue a Primary Industries Protocol (the “**Protocol**”) setting out how the Ministry for Primary Industries (the “**Ministry**”) will interact with the xxx (the “**Governance Entity**”) in relation to matters specified in the Protocol. These matters are:

- 1.1.1 recognition of the interests of xxx in all species of fish, aquatic life or seaweed that exist within the Fisheries Area that are subject to the Fisheries Act 1996;
- 1.1.2 input into and participation in the Ministry’s national fisheries plans;
- 1.1.3 participation in iwi fisheries forums;
- 1.1.4 customary non-commercial fisheries management;
- 1.1.5 contracting for services;
- 1.1.6 employment of Ministry staff with customary non-commercial fisheries responsibilities;
- 1.1.7 rāhui;
- 1.1.8 information exchange, including but not limited to the following matters relating to the Ministry’s role in respect of agriculture, forestry, biosecurity, animal health and welfare, and food safety:
  - (a) marine and terrestrial biosecurity and the protection of Wharekauri from pests and diseases that are present in New Zealand but not on Wharekauri;
  - (b) development of agriculture and other primary sector-based land use options;
  - (c) food safety, particularly in the development of new products;
  - (d) animal welfare (on farm and during transportation); and
  - (e) access to expertise and funding;

## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

- (f) provision of service and research in respect of the branches of the Ministry specified in this subclause; and
- 1.1.9 changes to policy and legislation affecting this Protocol which is initiated by any branch of the Ministry.
- 1.2 The Minister and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. The 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 the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters under this Protocol.
- 1.3 The Protocol applies to the Ministry's functions in relation to this Protocol. The Protocol does not cover those processes relating to the allocation of aquaculture space or the Treaty settlement processes established for those assets held by the Ministry's Crown Forestry unit.
- 1.4 The Ministry will advise the Governance Entity whenever it proposes to consult with another Post Settlement Governance Entity with interests inside the Protocol Area on matters that could affect the interests of xxx.

## 2 PRINCIPLES UNDERLYING THIS PROTOCOL

- 2.1 The Ministry and xxx 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 the Protocol. The relationship created by the 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.
- 2.2 The parties to this protocol will:
  - 2.2.1 take into account the unique features of the Wharekauri/Chatham Islands' ecology and the effects of the isolation from mainland New Zealand on that ecology when implementing the protocol, and recognise that the unique island ecology will, at times, warrant a specialised approach;
  - 2.2.2 work in a spirit of cooperation;
  - 2.2.3 ensure early engagement on issues of recognised mutual interest;
  - 2.2.4 operate on a 'no surprises' approach;
  - 2.2.5 acknowledge that the relationship is evolving, not prescribed;
  - 2.2.6 respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - 2.2.7 recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.

## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

#### 3. TERMS OF ISSUE

- 3.1 The Protocol is issued pursuant to section 27 of the Ngāti Mutunga o Wharekauri Claims Settlement Act (the “**Settlement Legislation**”) and clause 5.7 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 The Protocol must be read subject to the terms of issue set out in **Attachment B**.

#### 4. IMPLEMENTATION AND COMMUNICATION

- 4.1 The Ministry will meet with the Governance Entity to provide a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
  - 4.1.1 any matters raised in the Protocol, as set out in clause 1.1 above;
  - 4.1.2 reporting processes to be put in place;
  - 4.1.3 the development of an implementation plan that sets out the Ministry’s obligations to the Governance Entity arising from the Protocol. The implementation plan would identify the relevant Ministry branch that is responsible for delivering each obligation, and any agreed actions and timeframes; and
  - 4.1.4 review processes for this Protocol.
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.
- 4.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:
  - 4.3.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details;
  - 4.3.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff (as might be agreed in the implementation plan); and
  - 4.3.3 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 Protocol Area.
- 4.4 The Ministry will:
  - 4.4.1 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and
  - 4.4.2 as far as reasonably practicable, inform fisheries and other stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

#### 5 TAONGA SPECIES

- 5.1 The Ministry recognises that xxx has a customary non-commercial interest in all species of fish, aquatic life and seaweed managed under the Fisheries Act 1996 within the Protocol Area.
- 5.2 The Ministry will recognise and provide for the input and participation of xxx into the development of the Ministry's relevant national fisheries plans. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through a Fisheries Forum where any relevant national fisheries plans include matters relating to Taonga Species management that affects the Protocol Area.
- 5.3 The Minister will have particular regard to how xxx exercise kaitiakitanga as an expression of te tino rangatiratanga of Ngāti Mutunga o Wharekauri acknowledged in this Settlement when making certain sustainability decisions that relate to the management of any Taonga Species. In considering any proposal affecting the Taonga Species in the Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of xxx in the Taonga Species are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult with the Governance Entity on any proposal concerning the Taonga Species in accordance with clause 12.
- 5.4 The Ministry recognises that xxx have an interest in the research relating to tuna/eels. Where xxx seek to conduct research on tuna/eels, the Ministry will meet with the Governance Entity in any 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 Protocol Area.
- 5.5 The Ministry acknowledges that xxx have an interest in the possible enhancement of the tuna/eel fishery through the transfer of elvers and the possibility of farming tuna/eels.
- 5.6 The Ministry will explore with the Governance Entity how it might assist, within existing policy and legal frameworks and with available resources, any xxx proposals for the enhancement of the tuna/eel fishery. Such proposals may include proposals for special permits to take tuna/eels from waterways within the Protocol Area as part of any enhancement or aquaculture project.
- 5.7 The Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm tuna/eels will be granted.

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

- 6.1 xxx are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed, that relate to the Protocol Area. The Ministry's national fisheries plans will reflect the high-level goals and outcomes for one or more fisheries. 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.

## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

6.2 Where it is intended that any sustainability measures will be set or varied that relate to the Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of xxx 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 Protocol Area.

7.2 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 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 XXX to have input and participate in any Iwi Fisheries Forums relating to the Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The Ministry will provide assistance, within the available resources, to the iwi participating in the forum to develop a forum fisheries plan. In the case of Wharekauri there are only two iwi. Each iwi has a Post Settlement Governance Entity which would be the only participants in any Iwi Fisheries Forum established or maintained by MPI. The Governance Entities would be solely responsible for the selection and appointment of their respective representatives on any Iwi Fisheries Forum.

## 9 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

9.1 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 and their required replacement as set out in this Deed of Settlement (The Chatham Islands Customary Fisheries Regulations). This information and assistance may include, but is not limited to:

9.1.1 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 and their intended replacement (The Chatham Islands Customary Fisheries Regulations) to be developed under the terms of a separate protocol within the Protocol Area; and

9.1.2 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

## 10 CONTRACTING FOR FISHERIES SERVICES

10.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of fisheries services that may impact on the management of customary fisheries within the Protocol Area if the Ministry is proposing to enter into such a contract.

## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

- 10.2 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 xxx, and may be achieved by one or more of the following:
  - 10.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;
  - 10.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and
  - 10.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.
- 10.3 If the Governance Entity is contracted for fisheries services then clause [10.1] will not apply in relation to those fisheries services.

## 11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 11.1 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 xxx in relation to the Protocol Area.
- 11.2 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 xxx, and may be achieved by one or more of the following:
  - 11.2.1 consultation on the job description and work programme;
  - 11.2.2 direct notification of the vacancy;
  - 11.2.3 consultation on the location of the position; and
  - 11.2.4 input into the selection of the interview panel.

## 12 CONSULTATION

- 12.1 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:
  - 12.1.1 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;
  - 12.1.2 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;
  - 12.1.3 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

## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

Governance Entity in relation to any of the matters that are the subject of the consultation; and

- 12.1.4 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.
- 12.2 Where the Ministry has consulted with the Governance Entity in relation to this Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

## 13 RĀHUI

- 13.1 The Ministry recognises that rāhui is a traditional use and management practice of xxx and supports their rights to place traditional rāhui over their customary fisheries.
- 13.2 Outside of the particular provisions under the proposed Chatham Island Customary Fisheries Regulations, the Ministry and Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by xxx over their customary fisheries, and also the reasons for the rāhui.
- 13.3 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 xxx over their customary fisheries, in a manner consistent with the understandings outlined in clause [13.2] above.
- 13.4 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 xxx 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.

## 14 INFORMATION EXCHANGE

- 14.1 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 exchange any information that is of relevant mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and general law.
- 14.2 At the request of the Governance Entity, the Ministry will:
  - 14.2.1 make available 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 Protocol; and/or
  - 14.2.2 where it is reasonably practicable, provide a representative to attend a meeting with the Governance Entity.

## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

14.3 In consideration of a request made under clause 15.2 for information or advice, the Ministry will have regard to the following:

14.3.1 whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;

14.3.2 whether making the information available would contravene the provisions of an enactment;

14.3.3 the time and cost involved in researching, collating, and providing the information or advice; and

14.3.4 whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.

14.4 In consideration of a request made under clause 15.2 for the Ministry to attend a meeting with the Governance Entity:

14.4.1 the Ministry will determine the appropriate representative to attend; and

14.4.2 in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:

(a) the number and frequency of such requests the Ministry has received from the Governance Entity;

(b) the time and place of the meeting and the adequacy of notice given; and

(c) the time and cost involved in complying with the request.

## 15 PROVISION OF NON-FISHERIES SERVICES AND RESEARCH

15.1 Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.

15.2 Where the Ministry undertakes contracts for non-fisheries related services or research in those areas specified in clauses 1 and 4 of this protocol, and where the parties consider the services or research to have a direct impact on the Protocol Area, the Ministry will:

15.2.1 notify the Governance Entity of its intention to do so and provide the Governance Entity with an opportunity to be involved in the planning for services or research, as appropriate;

15.2.2 where applicable, invite the Governance Entity to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;

15.2.3 advise the Governance Entity of the provider it has chosen;

## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

15.2.4 at the Ministry's discretion, require any research provider to engage with the Governance Entity, and

15.2.5 provide the Governance Entity with the results of that research, as appropriate.

## 16 NGĀTI MUTUNGA O WHAREKAURI VIEWS ON BIOSECURITY

16.1 In any interactions with xxx in relation to biosecurity, the Ministry acknowledges the following views of Ngāti Mutunga o Wharekauri:

16.1.1 the indigenous biodiversity of Wharekauri/Chatham Islands is a core part of the natural and cultural heritage of Ngāti Mutunga o Wharekauri over which it has rights and responsibilities inherent in te tino rangatiratanga secured and guaranteed by the Crown under Article II of the Treaty of Waitangi. In exercising kaitiakitanga, Ngāti Mutunga o Wharekauri is mindful of the fact that the preservation of this rich natural and cultural heritage is important to the social and economic well-being of all residents of Wharekauri/Chatham Islands;

16.1.2 pests and diseases not currently present on Wharekauri/Chatham Islands could pose a serious threat to Ngāti Mutunga o Wharekauri cultural values and limit future opportunities to provide for the social and economic wellbeing of residents of Wharekauri/Chatham Islands;

16.1.3 despite the significant physical distance between Wharekauri/Chatham Islands and mainland New Zealand, threats to biodiversity from pests and diseases are still possible and measures to enhance protection for Wharekauri/Chatham Islands may need to be considered, including threats from the mainland of New Zealand as well as other Countries;

16.1.4 biosecurity threats to Wharekauri/Chatham Islands can be posed by species and or organisms that are present, or even cultivated, on the mainland of New Zealand and which are not considered pests there. The benefits of guarding against biosecurity threats to Wharekauri/Chatham Islands have the potential to include the islands becoming a source of disease-free flora and fauna that could be of benefit to mainland New Zealand.

## 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 17.1, the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;

## DOCUMENTS

### 3.2: PRIMARY INDUSTRIES PROTOCOL

- 17.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses 17.1.1 and 17.1.2 having been followed, the Ministry and 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 17.1, the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and xxx are, in accordance with clause 2.1 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 xxx on policy development or any proposed legislative amendment 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 xxx will be consulted; and
  - 18.1.2 make available to the Governance Entity the information provided to xxx 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.

## 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;

**Governance Entity** means the xxx;

**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 Protocol;

**Protocol Area** means the area shown in the map at **Attachment A**;

**DOCUMENTS**

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**3.2: PRIMARY INDUSTRIES PROTOCOL**

**Settlement Date** means [ ].

DOCUMENTS

3.2: PRIMARY INDUSTRIES PROTOCOL

ISSUED on [ ]

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

\_\_\_\_\_  
Signature

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

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

\_\_\_\_\_  
Signature

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

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

\_\_\_\_\_  
Signature

**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

DOCUMENTS

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3.2: PRIMARY INDUSTRIES PROTOCOL

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

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Signature

**WITNESS**

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Name:

Occupation:

Address:

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

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Signature

**WITNESS**

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Name:

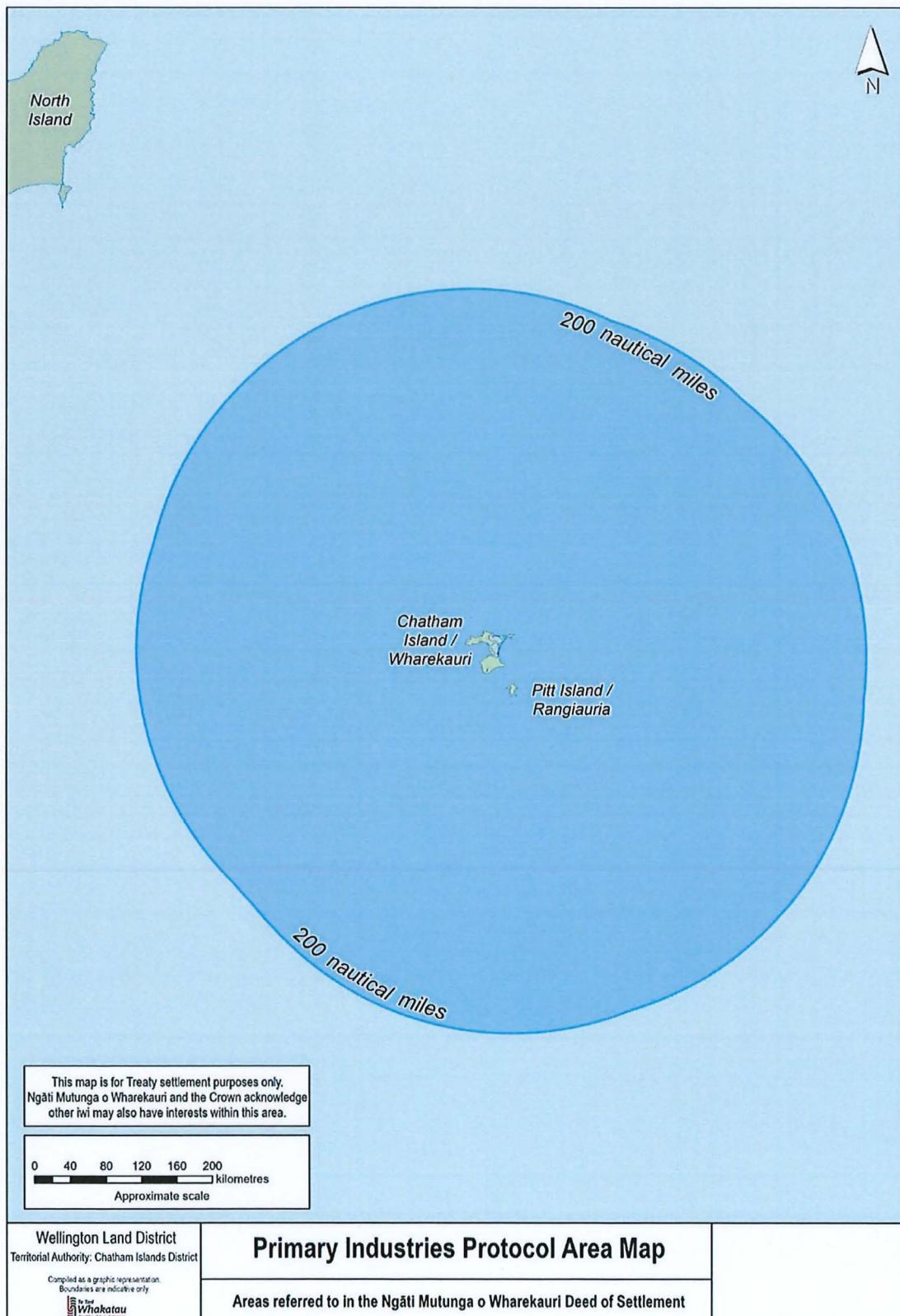
Occupation:

Address:

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### 3.2: PRIMARY INDUSTRIES PROTOCOL

#### ATTACHMENT A PROTOCOL AREA



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### 3.2: PRIMARY INDUSTRIES PROTOCOL

#### ATTACHMENT B TERMS OF ISSUE

##### 1. Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that [ ].

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

2.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]*

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

3.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]*

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapū, marae, whānau or other representatives of tangata whenua.

##### 4. Noting of Protocols

4.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]*

##### 5. Enforceability of Protocols

5.1 Section [ ] of the Settlement Legislation provides that:

*[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]*

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

##### 6. Limitation of rights

6.1 Section [ ] of the Settlement Legislation provides that: *[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]*

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### 4. WHAKAAETANGA TIAKI TAONGA

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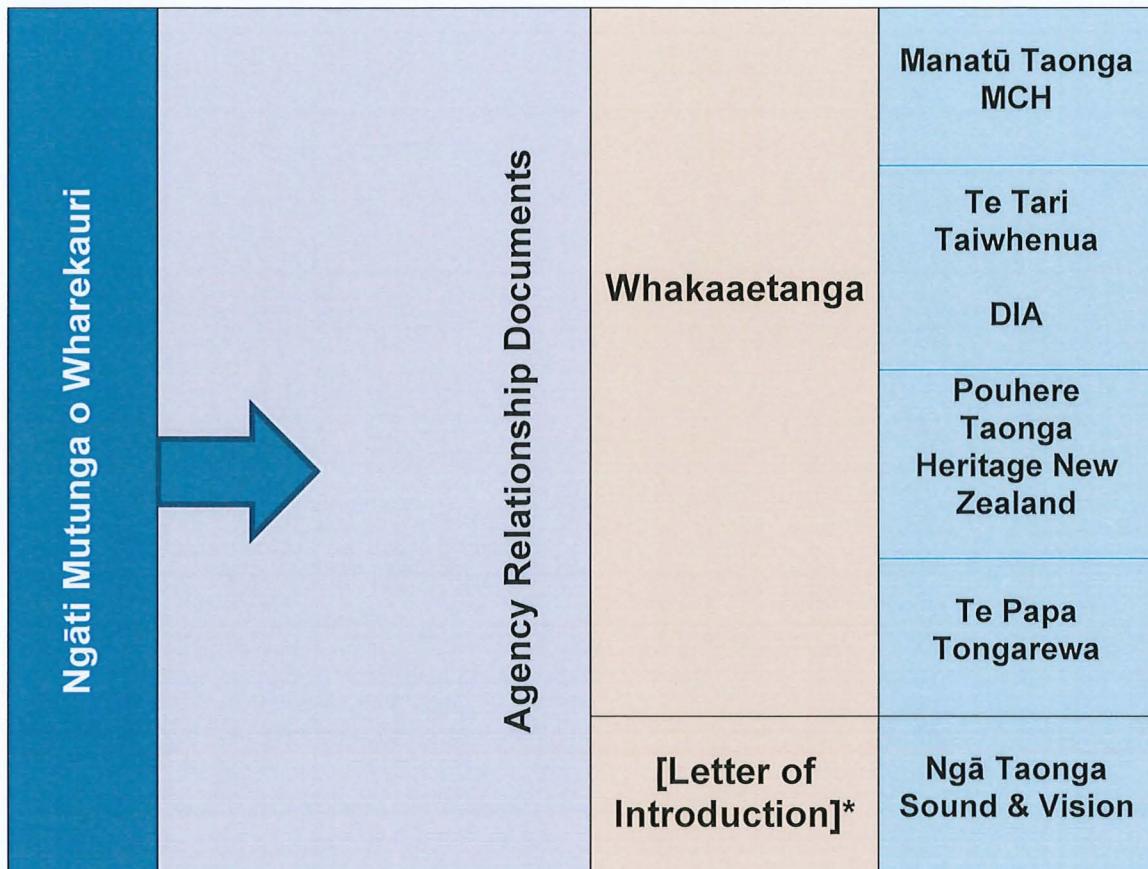
*Whakaaetanga Tiaki Taonga*

Relationship Agreement between the  
Culture and Heritage agencies and [Ngāti  
Mutunga o Wharekauri Iwi Trust]

DATE: 06 August 2024

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4: WHAKAAETANGA TIAKI TAONGA

**Whakaaetanga Tiaki Taonga - Overarching Relationship Agreement**



\*An agreement outside of Treaty settlement process.

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

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

**DOCUMENTS**  
**4: WHAKAAETANGA TIAKI TAONGA**

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# *Whakaaetanga Tiaki Taonga*

## **The Parties**

The Parties to this Whakaaetanga Tiaki Taonga ("Whakaaetanga") are:

- [Ngāti Mutunga o Wharekauri Trust], the post settlement governance entity;
- Te Tari Taiwhenua, Department of Internal Affairs ("DIA") , the agency responsible for:
  - the National Library Te Puna Mātauranga o Aotearoa ("National Library"); and
  - Archives New Zealand Te Rua Mahara o Te Kāwanatanga ("Archives New Zealand")
- The Museum of New Zealand Te Papa Tongarewa ("Te Papa");
- Heritage New Zealand Pouhere Taonga ("Pouhere Taonga"); and
- Manatū Taonga, Ministry for Culture and Heritage ("MCH").

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

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

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

## **Introduction**

Under the Deed of Settlement dated [X] between Ngāti Mutunga o Wharekauri and the Crown (the "Deed of Settlement"), the Parties agreed to the development of a:

1. Whakaaetanga between the Culture and Heritage Parties and the [Ngāti Mutunga o Wharekauri Trust] to facilitate:
  - 1.1. the care, management, access, use, development and revitalisation of Ngāti Mutunga o Wharekauri taonga; and
  - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Mutunga o Wharekauri.
2. The Parties have entered into this Whakaaetanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
3. The Parties wish to record in this Whakaaetanga their common commitment relating to the care and management, use, development and revitalisation of, and access to, Ngāti Mutunga o Wharekauri taonga (whether held by Ngāti Mutunga o Wharekauri whānau and hapū, or Culture and Heritage Parties).

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4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Ngāti Mutunga o Wharekauri.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of [the governance entity].

### Purpose

6. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngāti Mutunga o Wharekauri taonga, whether held by Ngāti Mutunga o Wharekauri whānau and hapū or Culture and Heritage Parties.
7. Those Parties who have responsibilities for taonga recognise the following, which will guide them in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the joint work plans:
  - 7.1. the significance of Ngāti Mutunga o Wharekauri taonga to the maintenance and development of Ngāti Mutunga o Wharekauri culture and to enriching the cultural life of New Zealand;
  - 7.2. that Ngāti Mutunga o Wharekauri taonga is held and looked after by Ngāti Mutunga o Wharekauri whānau and hapū, and also by the Culture and Heritage Parties to this Whakaaetanga;
  - 7.3. Ngāti Mutunga o Wharekauri cultural and spiritual authority in relation to Ngāti Mutunga o Wharekauri taonga;
  - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Ngāti Mutunga o Wharekauri in the care and management, use, development and revitalisation of, and access to, Ngāti Mutunga o Wharekauri taonga is required as agreed in the joint work plans;
  - 7.5. that innovative and technological solutions are required to provide opportunities for Ngāti Mutunga o Wharekauri youthful population, and [a percentage] of that population who are living outside the traditional tribal rohe, to connect with Ngāti Mutunga o Wharekauri culture and identity; and
  - 7.6. the need for an enduring and collaborative relationship to be developed between [Ngāti Mutunga o Wharekauri Trust] and the Culture and Heritage Parties.
8. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the work plans:
  - 8.1. the significance of wāhi tapu and wāhi tūpuna, land-based Māori heritage, structures and monuments to enriching the cultural life of New Zealand; the significance that place-based taonga such as marae, wāhi tapu and wāhi tūpuna, ancestral footprints in archaeology, and others have for iwi/hapū and the cultural life of New Zealand;
  - 8.2. that said place-based taonga are looked after by Ngāti Mutunga o Wharekauri whānau and hapū;
  - 8.3. Ngāti Mutunga o Wharekauri cultural and spiritual authority in relation to their place-based taonga

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- 8.4. that active and meaningful engagement by the Pouhere Taonga with Ngāti Mutunga o Wharekauri the identification, protection, preservation and conservation of their place-based taonga are required as agreed in the work plans; and
- 8.5. the need for an enduring and collaborative relationship to be developed between the [Ngāti Mutunga o Wharekauri Trust] and Pouhere Taonga.

## Vision

9. The Culture and Heritage Parties recognise and respect [the governance entity]'s vision which is that the cultural, historical and artistic heritage of the iwi is hence forth presented as far as possible within the context of te tino rangatiratanga o Ngāti Mutunga o Wharekauri. The creation, presentation and preservation of that heritage are all expressions of te tino rangatiratanga that, only the iwi can define or deliver. The challenge is to rescue the surviving heritage of Ngāti Mutunga o Wharekauri from interpretations or portrayals that are not respectful of this principle nor the obligation of the Crown to secure and guarantee te tino rangatiratanga over such taonga.
10. This vision is intended to facilitate access to Ngāti Mutunga o Wharekauri taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Ngāti Mutunga o Wharekauri historical and cultural heritage.
11. Where taonga are found on Wharekauri that have uncertain provenance, then Cultural and Heritage Parties will support the application of an agreed protocol, between all Parties involved, to address that issue.
12. The vision of [Ngāti Mutunga o Wharekauri Trust] is built upon the already existing relationships between Ngāti Mutunga o Wharekauri and the Culture and Heritage Parties. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tūpuna and land-based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.

## Principles

13. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:
  - 13.1. working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - 13.2. working with a 'no surprises' approach;
  - 13.3. working in a spirit of co-operation;
  - 13.4. acknowledging that the relationship is flexible and evolving;
  - 13.5. respecting the independence of the Parties, their individual mandates and roles and responsibilities, including budgetary limitations and resourcing constraints;
  - 13.6. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.

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14. [Ngāti Mutunga o Wharekauri Trust] and the Culture and Heritage Parties have entered into this Whakaaetanga in good faith and in the spirit of partnership. [Ngāti Mutunga o Wharekauri Trust] and the Culture and Heritage Parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

## **Effect**

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

## **Development of specific pieces of work**

20. When requested by the [Ngāti Mutunga o Wharekauri Trust], each of the Culture and Heritage Parties will confirm joint work plans (work plans) with [Ngāti Mutunga o Wharekauri Trust], in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:
  - 20.1. provide the detail of the commitments agreed by [Ngāti Mutunga o Wharekauri Trust] and each respective Culture and Heritage Party;
  - 20.2. set out a timetable and milestones for delivering on any agreed commitments;
  - 20.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
  - 20.4. identify a process for resolving any issues or disputes;
  - 20.5. identify key contact persons for the parties;
  - 20.6. provide for mutually agreed outcomes; and
  - 20.7. provide for the work plans to be reviewed at the annual meeting.

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21. Final topics for the work plans will be mutually agreed by [Ngāti Mutunga o Wharekauri Trust] and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
22. When developing work plans, Culture and Heritage Parties and the PSGE may invite any other parties to be involved in discussions about the work plan. Parties must engage with one another before issuing any such invitation.

### Work Plan Topics Shared by all Parties

23. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.
  - 23.1. Care and Management of Ngāti Mutunga o Wharekauri taonga held by Culture and Heritage Parties and of land based Māori heritage structures and monuments:
    - a. to provide access, advice and guidance on taonga and cultural heritage issues;
    - b. to work collaboratively with [Ngāti Mutunga o Wharekauri Trust] as far as reasonably practicable, to develop and maintain inventories for Ngāti Mutunga o Wharekauri taonga including Ngati Mutunga o Wharekauri taonga in overseas collections or institutions;
    - c. to provide the [Ngāti Mutunga o Wharekauri Trust] with the inventories of Ngāti Mutunga o Wharekauri taonga held by collections or institutions no later than 6 months after the Ngāti Mutunga o Wharekauri Claims Settlement Bill receives Royal Assent;
    - d. to work in good faith to support and facilitate the repatriation of Ngati Mutunga o Wharekauri taonga to Aotearoa where effective Ngāti Mutunga o Wharekauri kaitiakitanga can be re-established. For example, providing support for the repatriation of very significant Ngāti Mutunga o Wharekauri taonga presently held by the Natural History Museum in Rouen, France,
    - e. to work collaboratively with [Ngāti Mutunga o Wharekauri Trust] to research Ngāti Mutunga o Wharekauri taonga;
    - f. to work with [Ngāti Mutunga o Wharekauri Trust] to develop metadata for Ngāti Mutunga o Wharekauri taonga;
    - g. to work collaboratively with [Ngāti Mutunga o Wharekauri Trust] on taonga care, management, and storage;
    - h. to develop mutually beneficial research projects that enhance the understanding of Ngāti Mutunga o Wharekauri taonga and Ngāti Mutunga o Wharekauri culture; and
    - i. to work collaboratively with [Ngāti Mutunga o Wharekauri Trust] on the identification, preservation and protection of their land based Māori heritage, structures and monuments.
  - 23.2. Sharing knowledge and expertise associated with Ngāti Mutunga o Wharekauri cultural heritage in order to:
    - a. share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;

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

23.3. Opportunities for increased learning and capacity building relating to Ngāti Mutunga o Wharekauri taonga through:

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

24. Final topics for the work plans will be mutually agreed by [Ngāti Mutunga o Wharekauri Trust] and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Whakaetanga includes potential topics for work plans between [Ngāti Mutunga o Wharekauri Trust] and each of the Culture and Heritage Parties.

## **Ongoing Relationships**

- 25. The Parties agree to meet (“hui of the Parties”) if requested by either party, at a date to be mutually agreed.
- 26. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.
- 27. Each party will meet its own cost of attending the hui of the Parties.

## **Communication**

- 28. The Parties commit to:
  - 28.1. maintain effective communication with one another on any concerns and issues arising from this Whakaetanga and its implementation;
  - 28.2. as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
  - 28.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Whakaetanga and the practical tasks which flow from it;
  - 28.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Whakaetanga and future amendments; and

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- 28.5. include a copy of this Whakaaetanga on the Culture and Heritage Parties' websites.
29. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Whakaaetanga shall be resolved after taking into account the [Ngāti Mutunga o Wharekauri Trust] vision and principles.

## **Changes to Policy and Legislation Affecting this Whakaaetanga**

30. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with the [Ngāti Mutunga o Wharekauri Trust] on legislative and policy development or review which potentially affects Ngāti Mutunga o Wharekauri taonga and provide for opportunities for the [Ngāti Mutunga o Wharekauri Trust] to contribute to such developments.
31. If any of the Culture and Heritage Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Culture and Heritage Parties operate, and which impacts on the purpose of this Whakaaetanga, the Culture and Heritage Parties shall:
  - 31.1. notify the [Ngāti Mutunga o Wharekauri Trust] of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
  - 31.2. make available to the [Ngāti Mutunga o Wharekauri Trust] the information provided to Māori as part of the consultation process referred to in this clause; and
  - 31.3. advise the [Ngāti Mutunga o Wharekauri Trust] of the final outcome of any such consultation.
32. Where the Culture and Heritage Parties are required to consult under this Whakaaetanga, the basic principles that will be followed in consulting with [Ngāti Mutunga o Wharekauri Trust] trustees in each case are:
  - 32.1. ensuring that [Ngāti Mutunga o Wharekauri Trust] trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage party of the proposal or issues to be the subject of the consultation;
  - 32.2. providing [Ngāti Mutunga o Wharekauri Trust] trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;
  - 32.3. ensuring that sufficient time is given for the participation of [Ngāti Mutunga o Wharekauri Trust] trustees in the decision making process including the preparation of submissions by Ngāti Mutunga o Wharekauri Trust trustees in relation to any of the matters that are the subject of the consultation;
  - 32.4. ensuring that the Culture and Heritage party will approach the consultation with [Ngāti Mutunga o Wharekauri Trust] trustees with an open mind, and will genuinely consider the submissions of [Ngāti Mutunga o Wharekauri Trust] trustees in relation to any of the matters that are the subject of the consultation; and
  - 32.5. reporting back to [Ngāti Mutunga o Wharekauri Trust] trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

## Dispute Resolution

33. In the event that the parties cannot agree on the interpretation or implementation of this Whakaaetanga, or agree revised terms following a review of the Whakaaetanga, then a meeting will be convened between the [Ngāti Mutunga o Wharekauri Trust] and the Chief Executive of, or relevant Minister for, the Culture and Heritage Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board). Any Party that makes a request for a meeting will give one months' notice to the other parties.
34. Where the dispute has not been resolved within a reasonable period of time through a meeting under [clause 32] then either party may require the dispute to be referred to mediation as follows:
  - 34.1. the party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
  - 34.2. the parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in [clause 33.1] mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
    - a. familiar with tikanga based dispute resolution; and
    - b. independent of the dispute.
  - 34.3. the mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.
35. Where a mediator is appointed through the process described in [clause 24], the costs of the mediation will be met jointly by the Parties.

## Review Provision

36. This Whakaaetanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Culture and Heritage Parties that have the potential to affect the matters included in this Whakaaetanga. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered into in the Whakaaetanga remain relevant and continue to capture the purpose of the Whakaaetanga.
37. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at [clause 24] and may sign an amended Whakaaetanga that reflects the changes which will take effect upon signing.

## Definitions

<b>“the Area”</b>	means the Ngāti Mutunga o Wharekauri Area of Interest as defined at Appendix D
<b>“Culture and Heritage parties”</b>	has the same meaning given to it in “the Parties” section of this Whakaaetanga
<b>“Deaccessioned”</b>	means the permanent removal of an item from the collections of Te Papa

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### 4: WHAKAAETANGA TIAKI TAONGA

<b>“Found”</b>	has the same meaning as in section 2 of the Protected Objects Act 1975
<b>“Inventories”</b>	means list of information
<b>“Whakaaetanga”</b>	means this Whakaaetanga Tiaki Taonga
<b>“National Library”</b>	includes the Alexander Turnbull Library
<b>“Settlement Date”</b>	has the same meaning as in the Deed of Settlement.
<b>“Taonga”</b>	Taonga includes (but is not limited to) artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images, wāhi tapu, wāhi tapu areas, wāhi tūpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga.
<b>“Tiaki Taonga”</b>	means the care and management, use, development and revitalisation of, and access to, taonga; whether held by iwi, whānau and hapū or the Crown parties

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**4: WHAKAAETANGA TIAKI TAONGA**

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[Issued on [ ]]

## **Signing parties**

(Name)  
Chief Executive/Chair  
**[Ngāti Mutunga o Wharekauri Trust]**  
Date:

**WITNESS**

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Name:  
Occupation:  
Address:

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

**WITNESS**

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Name:  
Occupation:  
Address:

Leaunae Laulu Mac Mac Leauanae  
Secretary and Chief Executive  
**Ministry for Culture and Heritage Manatū Taonga**  
Date:

**WITNESS**

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Name:  
Occupation:  
Address:

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

**WITNESS**

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Name:  
Occupation:  
Address:

Arapata Hakiwai  
Kaihautū  
**Museum of New Zealand Te Papa Tongarewa**

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**4: WHAKAAETANGA TIAKI TAONGA**

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Date:

**WITNESS**

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Name:  
Occupation:  
Address:

Andrew Coleman  
Chief Executive  
**Heritage New Zealand Pouhere Taonga**  
Date:

**WITNESS**

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Name:  
Occupation:  
Address:

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

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

### Te Tari Taiwhenua Department of Internal Affairs

#### National Library Te Puna Mātauranga o Aotearoa

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

#### Archives New Zealand Te Rua Mahara o Te Kāwanatanga

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

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### 4: WHAKAAETANGA TIAKI TAONGA

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

### Museum of New Zealand Te Papa Tongarewa

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

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- iii) Ngāti Mutunga o Wharekauri taonga held overseas;
- b) to actively facilitate Ngāti Mutunga o Wharekauri relationships with New Zealand and international museums, galleries and heritage organisations; and
- c) to actively facilitate opportunities for access and reconnection of [Ngāti Mutunga o Wharekauri Trust] taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations:

11. In the future Te Papa and [Ngāti Mutunga o Wharekauri Trust] will work together on:

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

### **Pouhere Taonga Heritage New Zealand– Māori Heritage**

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

### **WHAKAORANGA TAONGA MARAE - MĀORI BUILDINGS CONSERVATION PROGRAMME**

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

14. These services include:

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

### **MAHI HURA WHENUA - MĀORI HERITAGE AND ARCHAEOLOGY**

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

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

**MAHI RĀRANGI KŌRERO - MĀORI HERITAGE AND THE LIST**

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

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

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

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

### **RELATIONSHIP PRINCIPLES**

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

### **WHAKAAETANGA PROVISIONS**

3. The Ministry for Culture and Heritage ("MCH") agrees to comply with all of its obligations to [Ngāti Mutunga o Wharekauri Trust] set out in the body of the Whakaaetanga.

### **PROTECTED OBJECTS ACT 1975**

4. The Chief Executive has certain functions, powers and duties in terms of the Protected Objects Act 1975 (formerly known as the Antiquities Act 1975) and will consult, notify and provide information to [Ngāti Mutunga o Wharekauri Trust] trustees within the limits of the Act.
5. The Protected Objects Act 1975 regulates:
  - a) the export of protected New Zealand objects;
  - b) the illegal export and import of protected New Zealand and foreign objects; and
  - c) the sale, trade and ownership of taonga tūturu, including what to do if you find a taonga or Māori artefact.

### **NOTIFICATION OF TAONGA TŪTURU**

6. From the date this Whakaaetanga is issued the Chief Executive will:
  - a) notify [Ngāti Mutunga o Wharekauri Trust] in writing of any Taonga Tūturu found within the Area or identified as being of Ngāti Mutunga o Wharekauri origin found anywhere else in New Zealand;
  - b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Ngāti Mutunga o Wharekauri origin found anywhere else in New Zealand;
  - c) notify [Ngāti Mutunga o Wharekauri Trust] in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Ngāti Mutunga o Wharekauri origin found anywhere else in New Zealand;
  - d) notify [Ngāti Mutunga o Wharekauri Trust] in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or

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custody of any Taonga Tūturu found within the Area or identified as being of Ngāti Mutunga o Wharekauri origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

- e) notify [Ngāti Mutunga o Wharekauri Trust] in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Ngāti Mutunga o Wharekauri origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

### OWNERSHIP OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF NGĀTI MUTUNGA O WHAREKAURI ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

7. If [Ngāti Mutunga o Wharekauri Trust] lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Area or identified as being of Ngāti Mutunga o Wharekauri 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.
8. If there is a competing claim or claims lodged in conjunction with [Ngāti Mutunga o Wharekauri Trust]'s claim of ownership, the Chief Executive will consult with [Ngāti Mutunga o Wharekauri Trust] for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
9. If the competing claims for ownership of any Taonga Tūturu found within the Area or identified as being of Ngāti Mutunga o Wharekauri origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of [Ngāti Mutunga o Wharekauri Trust] may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

### CUSTODY OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF NGĀTI MUTUNGA O WHAREKAURI ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

10. If [Ngāti Mutunga o Wharekauri Trust] does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Ngāti Mutunga o Wharekauri origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
  - a) consult [Ngāti Mutunga o Wharekauri Trust] before a decision is made on who may have custody of the Taonga Tūturu; and
  - b) notify [Ngāti Mutunga o Wharekauri Trust] in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

### EXPORT APPLICATIONS - EXPERT EXAMINERS

11. For the purpose of seeking an expert opinion from [Ngāti Mutunga o Wharekauri Trust] trustees on any export applications to remove any Taonga Tūturu of Ngāti Mutunga o Wharekauri origin from New Zealand, the Chief Executive will register [Ngāti Mutunga o Wharekauri Trust] trustees on the MCH Register of Expert Examiners.

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12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Mutunga o Wharekauri origin from New Zealand, the Chief Executive will consult [Ngāti Mutunga o Wharekauri Trust] trustees as an Expert Examiner on that application, and notify the [Ngāti Mutunga o Wharekauri Trust] trustees in writing of their decision.

### THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

13. The Minister has functions, powers and duties under the Protected Objects Act 1975 and may consult, notify and provide information to [Ngāti Mutunga o Wharekauri Trust] within the limits of the Act. In circumstances where the Chief Executive originally consulted [Ngāti Mutunga o Wharekauri Trust] as an Expert Examiner, the Minister may consult with [Ngāti Mutunga o Wharekauri Trust] where a person appeals the decision of the Chief Executive to:
  - a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
14. MCH will notify [Ngāti Mutunga o Wharekauri Trust] in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where [Ngāti Mutunga o Wharekauri Trust] was consulted as an Expert Examiner.

### REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

15. The Chief Executive will register [Ngāti Mutunga o Wharekauri Trust] trustees as a Registered Collector of Taonga Tūturu.

### BOARD APPOINTMENTS

16. The Chief Executive shall:
  - a) notify [Ngāti Mutunga o Wharekauri Trust] trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
  - b) add [Ngāti Mutunga o Wharekauri Trust] trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
  - c) notify [Ngāti Mutunga o Wharekauri Trust] trustees of any ministerial appointments to Boards which the Minister to, where these are publicly notified.

### NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

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

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#### HISTORY PUBLICATIONS RELATING TO Ngāti Mutunga o Wharekauri

19. The Chief Executive shall:

- a) provide [Ngāti Mutunga o Wharekauri Trust] trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Ngāti Mutunga o Wharekauri; and
- b) where reasonably practicable, consult with [Ngāti Mutunga o Wharekauri Trust] trustees on any work MCH undertakes that relates substantially to Ngāti Mutunga o Wharekauri:
  - i) from an early stage;
  - ii) during the process of undertaking the work; and
  - iii) before making the final decision on the material of a publication.

20. [Ngāti Mutunga o Wharekauri Trust] trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by [Ngāti Mutunga o Wharekauri Trust] trustees, is entitled to make the final decision on the material of the historical publication.

#### PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

21. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Mutunga o Wharekauri within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

22. Where appropriate, the Chief Executive will consider using [Ngāti Mutunga o Wharekauri Trust] trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in [clause 22 and 23] of Appendix B is subject to the Government Procurement Rules, all government good practice policies and guidelines, and MCH's purchasing policy.

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**4: WHAKAAETANGA TIAKI TAONGA**

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## **Appendix C: Background information of the agencies**

### **Te Tari Taiwhenua (Department of Internal Affairs)**

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

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

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

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- (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;
- (b) supplementing and furthering the work of other libraries in New Zealand; and
- (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.

9. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:

- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;
- (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
- (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

**Archives New Zealand (Te Rua Mahara o te Kāwanatanga)**

10. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.

11. Archives New Zealand works to achieve the following outcomes:

- (a) Full and accurate records are kept by public sector agencies;
- (b) Public archives are preserved and well-managed; and
- (c) Public archives are accessible and used.

12. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards.

13. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.

14. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.

15. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.

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16. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department's role and responsibility. The regional offices provide local communities with access to records of local significance. Together we support government recordkeeping and Māori, iwi and hapū with the care and management of archives.

#### **Museum of New Zealand Te Papa Tongarewa (Te Papa)**

17. The Museum of New Zealand Te Papa Tongarewa ("Te Papa") is an autonomous Crown Entity under the Crown Entities Act 2004. It was established by the Museum of New Zealand Te Papa Tongarewa Act 1992, replacing the former National Museum and National Art Gallery.

18. Te Papa's purpose, as stated in the Museum of New Zealand Te Papa Tongarewa Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present and meet the challenges of the future".

19. Under the Act, in performing its functions, Te Papa shall:

- (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
- (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity;
- (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.

20. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to the Te Papa website:  
<https://www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents>

#### **Manatū Taonga – Ministry for Culture and Heritage**

21. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.

22. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.

23. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand's culture and kaitiaki of New Zealand's taonga. The Ministry's work prioritises cultural outcomes and also supports educational, economic and social outcomes, linking with the work of a range of other government agencies.

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### 4: WHAKAAETANGA TIAKI TAONGA

24. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

#### **Heritage New Zealand Pouhere Taonga**

25. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust, is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.

26. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the Crown Entities Act 2004. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the Heritage New Zealand Pouhere Taonga Act 2014.

27. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the Resource Management Act 1991, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.

28. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.

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**4: WHAKAAETANGA TIAKI TAONGA**

**Appendix D: Ngāti Mutunga o Wharekauri Area of Interest**



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## 5. RELATIONSHIP AGREEMENTS

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**5.1 RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

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## CONSERVATION RELATIONSHIP AGREEMENT

agreed by

the Minister of Conservation and the Director-General of Conservation

and

**Ngāti Mutunga o Wharekauri Post-Settlement Governance Entity**

**through the Ngāti Mutunga o Wharekauri Deed of Settlement**

### 1. PARTIES

- 1.1 The parties to this Conservation Relationship Agreement (“**Agreement**”) are:
  - (a) The trustee of the Ngāti Mutunga o Wharekauri post-settlement governance entity, who represent the iwi of Ngāti Mutunga o Wharekauri; and
  - (b) The Minister of Conservation and the Director-General of Conservation (Director-General), who represent the Crown and the Department of Conservation / Te Papa Atawhai (Department).

### 2. PREAMBLE

- 2.1 The flora and fauna of Wharekauri and its associated islands is unique, diverse and threatened. Wharekauri and its associated islands contain a number of ecologically significant habitats with threatened and uncommon plant and bird life, are home to 30% of New Zealand’s threatened species, and have the highest level of endemism in the New Zealand biogeographic region (18 bird species, 47 plants and fungi, 10 seaweeds, one lizard and 50 invertebrates).
- 2.2 The Department is the central government agency charged with responsibility for managing and promoting conservation of the natural and historic resources of Wharekauri and its associated islands (and the rest of New Zealand) under the Conservation Act 1987 and the statutes listed in Schedule 1 of that Act (“**Conservation Legislation**”).
- 2.3 The Department acknowledges that for Ngāti Mutunga o Wharekauri:
  - (a) all Wharekauri land is ancestral land that is imbued with cultural, spiritual, traditional and historic values that are taonga secured by Te Tiriti o Waitangi; and
  - (b) there are no natural resources on Wharekauri over which they do not have strong and continuing kaitiaki responsibilities and rights.
- 2.4 The Department further acknowledges that Ngāti Mutunga o Wharekauri experience a strong sense of grievance, that is still held today, and that Ngāti Mutunga o Wharekauri considers that the Department has not:

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### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (a) appropriately recognised the association of Ngāti Mutunga o Wharekauri with all Wharekauri land when it has engaged with them prior to undertaking conservation management activities on Wharekauri and its associated islands; nor
- (b) followed the principle of non-exclusivity and mutual respect when it has considered the relative interests of others with cultural and historical interests on Wharekauri and its associated islands.

2.5 How this Agreement, and the wider conservation redress package, respond to these historic and ongoing grievances is summarised at section 4-6 of the main body of this Agreement.

### 3. PURPOSE

3.1 The purpose of this Agreement is to assist in resetting the relationship between the iwi of Ngāti Mutunga o Wharekauri and the Department in light of significant Crown breaches of Te Tiriti o Waitangi since 1840 including that the annexation of Wharekauri in 1842 represented a profound failure by the Crown to give appropriate recognition and respect to the mana and te tino rangatiratanga of Ngāti Mutunga o Wharekauri. This Agreement represents a first step towards developing a mutually beneficial and Te Tiriti o Waitangi / the Treaty of Waitangi consistent relationship between the Parties moving into the future.

3.2 This Agreement should be read subject to the Ngāti Mutunga o Wharekauri Deed of Settlement (“**Deed of Settlement**”).

3.3 This Agreement will apply within the Ngāti Mutunga o Wharekauri Area of Interest, as shown in Schedule 1 to this Agreement (“**Area of Interest**”).

### 4. WIDER SETTLEMENT CONTEXT

4.1 This Agreement is part of a wider conservation redress package for Ngāti Mutunga o Wharekauri.

4.2 The Deed of Settlement and the [proposed joint redress deed of settlement] include redress that is intended to acknowledge the special relationship that Ngāti Mutunga o Wharekauri have with Wharekauri land and species, including:

- (a) The ability to nominate a member to the Chatham Islands Conservation Board.
- (b) A deed of recognition over the recognition area which comprises certain sites shown on deed plan OMC-063-03 (also listed in Schedule 2). By its terms, a deed of recognition requires the Minister of Conservation and the Department to consult with Ngāti Mutunga o Wharekauri and have regard to their views concerning their association with the recognition area as described in the Statement of Association when undertaking identified activities.
- (c) A statement of interest in specified islands, islets, and reefs (“**island interests statement**”) covering 18 small islands, islets, and reefs offshore from Wharekauri and Pitt Island. This is the first time an islands interests statement has been offered in a Treaty settlement. The specified islands, islets, and reefs are identified by name and position in the map at Schedule 3. The island interests statement will allow Ngāti Mutunga o Wharekauri to describe their ancestral, spiritual, cultural and historical associations with the islands, islets, and reefs.

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### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

(d) The island interests statement will be attached to the Conservation Management Strategy, to give it maximum visibility. The Director-General will be required to consult with Ngāti Mutunga o Wharekauri and have regard to the islands interests statement when proposing operational activities on the specified islands, islets, and reefs.<sup>1</sup> The Department will provide an opportunity for Ngāti Mutunga o Wharekauri and the Department to identify opportunities for Ngāti Mutunga o Wharekauri to be involved in any proposed activities.

(e) [The joint vesting, in Ngāti Mutunga o Wharekauri and Moriori, of the bed of Te Whanga Lagoon and related sites<sup>2</sup>, along with the establishment of a joint management board (“**Board**”), with membership from Ngāti Mutunga o Wharekauri, Moriori, the Chathams Island Council, and the Department. The Board will be responsible for coordinating and overseeing the management of Te Whanga Lagoon and related sites, which comprises approximately 20% of the land area of Wharekauri].

4.3 This Agreement also has elements that are intended to respond to the sense of grievance experienced by Ngāti Mutunga o Wharekauri in relation to past engagement by the Department:

- (a) Clause 5.1 of the body of this Agreement sets out relationship principles that the Parties agree will guide their future engagement.
- (b) Clause 6.1 of the body of this Agreement commits the parties to hold a wānanga as soon as possible after settlement date as part of their shared commitment to developing and maintaining a mutually beneficial and Te Tiriti o Waitangi / the Treaty of Waitangi consistent relationship between the Parties.
- (c) Schedule 2 of this Agreement contains more kaupapa specific processes for ensuring that:
  - (1) Ngāti Mutunga o Wharekauri’s voice is heard by the Department at a senior level (e.g. 1.1-1.5 – strategic objectives);
  - (2) Ngāti Mutunga o Wharekauri’s voice is heard by the Department at an operational level (e.g. 1.6-1.12 – business planning, 3 – marine mammal strandings, and 5 – statutory authorisations);
  - (3) Ngāti Mutunga o Wharekauri’s views are sought when, in parallel with consultation under the Deed of Recognition, the Department is undertaking planning for identified activities on any conservation land acquired after the date of the deed of settlement (refer Schedule 4, clauses 1.16-1.17);
  - (4) Ngāti Mutunga o Wharekauri’s connection to, and interest in, all of Wharekauri, including the specified islands, islets, and reefs, is recognised during the wide range of activities undertaken by the Department (e.g. 4 – statutory planning, 5 – statutory authorisations, and 9 – species and habitat protection); and
  - (5) Ngāti Mutunga o Wharekauri can see themselves in, on and in relation to all the land of Wharekauri.

<sup>1</sup> Operational activity means any on-site work undertaken by, or on behalf of, the Director-General or Department of Conservation and includes (but is not limited to) restoration work, capital projects, maintenance projects, pest and weed control, and species management.

<sup>2</sup> Being part sections 1 and 2 Blk VII Rekohu Survey District and sites 110-114 ex-Wharekauri Station

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### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

4.4 Attached as schedule 5 to this Agreement is a table that outlines how the conservation redress package, and this Agreement, relate to the Department's annual business planning process and annual work programme.

## 5. RELATIONSHIP PRINCIPLES

5.1 The Parties agree that the following principles will guide their relationship, the implementation of this Agreement and the exercise of their respective roles and functions under this Agreement:

- (a) as Treaty partners, the Parties are equals in the Treaty relationship;
- (b) as Treaty partners, the relationship is guided by the provisions of Te Tiriti o Waitangi/the Treaty of Waitangi, including as the principles of Te Tiriti o Waitangi/the Treaty of Waitangi as they are developed over time;
- (c) adopting a positive and collaborative approach and acting in good faith, fairly and reasonably in all aspects of their relationship;
- (d) acknowledging that the relationship is evolving, not prescribed;
- (e) committing to an enduring relationship;
- (f) engaging early with the other Party at the appropriate level on issues that affect the interests of the other Party and operating with a "no surprises" approach;
- (g) recognising that to Ngāti Mutunga o Wharekauri all Wharekauri land is ancestral land imbued with cultural, spiritual, traditional and historic values that are taonga secured to Ngāti Mutunga o Wharekauri by Te Tiriti o Waitangi; and
- (h) recognising that the Department has a statutory responsibility under section 4 of the Conservation Act 1987 to interpret and administer the Conservation Legislation so as to give effect to the principles of the Treaty of Waitangi.

## 6. WĀNANGA

6.1 The parties have committed, through this agreement and the wider redress package, to develop and maintain a mutually beneficial and Te Tiriti o Waitangi / the Treaty of Waitangi consistent relationship.

6.2 As part of achieving that, the parties will hold a wānanga as soon as possible after settlement date.

6.3 The wānanga will provide an opportunity for the parties to discuss the health of the relationship, as well as initiatives or processes that might help to improve or maintain it going forward. This may, in turn, lead to revisions to the agreed strategic objectives (refer 1.1-1.5 of Schedule 4) or to the development of proposals to be considered as part of annual business planning discussions (refer 1.6-1.12 of Schedule 4).

6.4 The wānanga will include discussion of the aspirations that underpinned the development of the wider conservation redress package, how the various redress mechanisms (including this agreement) are intended to work in response to the aspirations and historical context.

## DOCUMENTS

### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

#### 7. COMMUNICATION & CONSULTATION

7.1 The Department and the Governance Entity will maintain effective and efficient communication with each other on an ongoing basis by:

- (a) maintaining up to date contact details;
- (b) meeting on issues of shared interest that relate to the Area of Interest:
  - (i) in accordance with the commitments in this Agreement; and
  - (ii) as agreed from time to time on an ongoing basis by the Governance Entity and the Department; and
- (c) advising each other of any other matters relating to the Area of Interest that each party considers would reasonably be of significance to the other party.

7.2 As part of ongoing dialogue, the Department and the Governance Entity will advise each other of:

- (a) any significant changes that have occurred or are actively being considered including organisational, legislative, policy or administrative changes regarding how either party is or might be working in the Area of Interest; and
- (b) potential opportunities for applying for funding for conservation purposes (either jointly or individually with the support of the other party).

7.3 Where consultation is required under this Agreement, the Department will:

- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the matter to be the subject of the consultation;
- (b) provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are the subject of the consultation;
- (c) approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and
- (d) report back to the Governance Entity on any decision that is made.

#### 8. DISPUTE RESOLUTION

8.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe. Subject to that requirement, the parties may by mutual agreement vary the process set out in clauses 8.2 to 8.4 below.

8.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

8.3 If, following the process in clause 8.2, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.

## DOCUMENTS

### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

8.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

#### 9. REVIEW & AMENDMENT

9.1 The Department and the Governance Entity agree that this Agreement is a living document that should be reviewed and adapted to take account of future developments and additional opportunities.

9.2 At any time the parties may agree to carry out a full or partial review of this Agreement.

#### 10 TERMS OF AGREEMENT

10.1 This Agreement is entered into pursuant to sections [ ] of the [ ] Act and clause [ ] of the Ngāti Mutunga o Wharekauri Deed of Settlement. The Agreement does not override or limit:

- (a) Legislative or legal rights, powers or obligations;
- (b) the functions, duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department;
- (c) the ability of the Department to vest, under section 26 of the Reserves Act 1977, land in Ngāti Mutunga o Wharekauri in future;
- (d) the ability of the Department to enter into management agreements with Ngāti Mutunga o Wharekauri over conservation land under section 53(2)(i) of the Conservation Act 1987; or
- (e) the ability of the Crown to introduce legislation and change government policy.

10.2 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:

- (a) land or any other resource held, managed or administered under Conservation Legislation;
- (b) flora or fauna managed or administered under Conservation Legislation; or
- (c) rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.

10.3 A breach of this Agreement is not a breach of the Ngāti Mutunga o Wharekauri Deed of Settlement.

10.4 If the Crown breaches this Agreement without good cause, the Governance Entity may:

- (a) seek a public law remedy, including judicial review; or
- (b) subject to the Crown Proceedings Act 1950, seek to enforce the Agreement but in either case damages or compensation (with the exception of court costs) may not be awarded.

10.5 Clause 10.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.

**DOCUMENTS**

**5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

**AGREED** on [ ]

**SIGNED** by the **Minister of Conservation**:

**WITNESS:**

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

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

**WITNESS:**

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

**SIGNED** for and on behalf of **Ngāti Mutunga o Wharekauri Post-Settlement Governance Entity** by [the Chair]:

**WITNESS:**

Name: \_\_\_\_\_

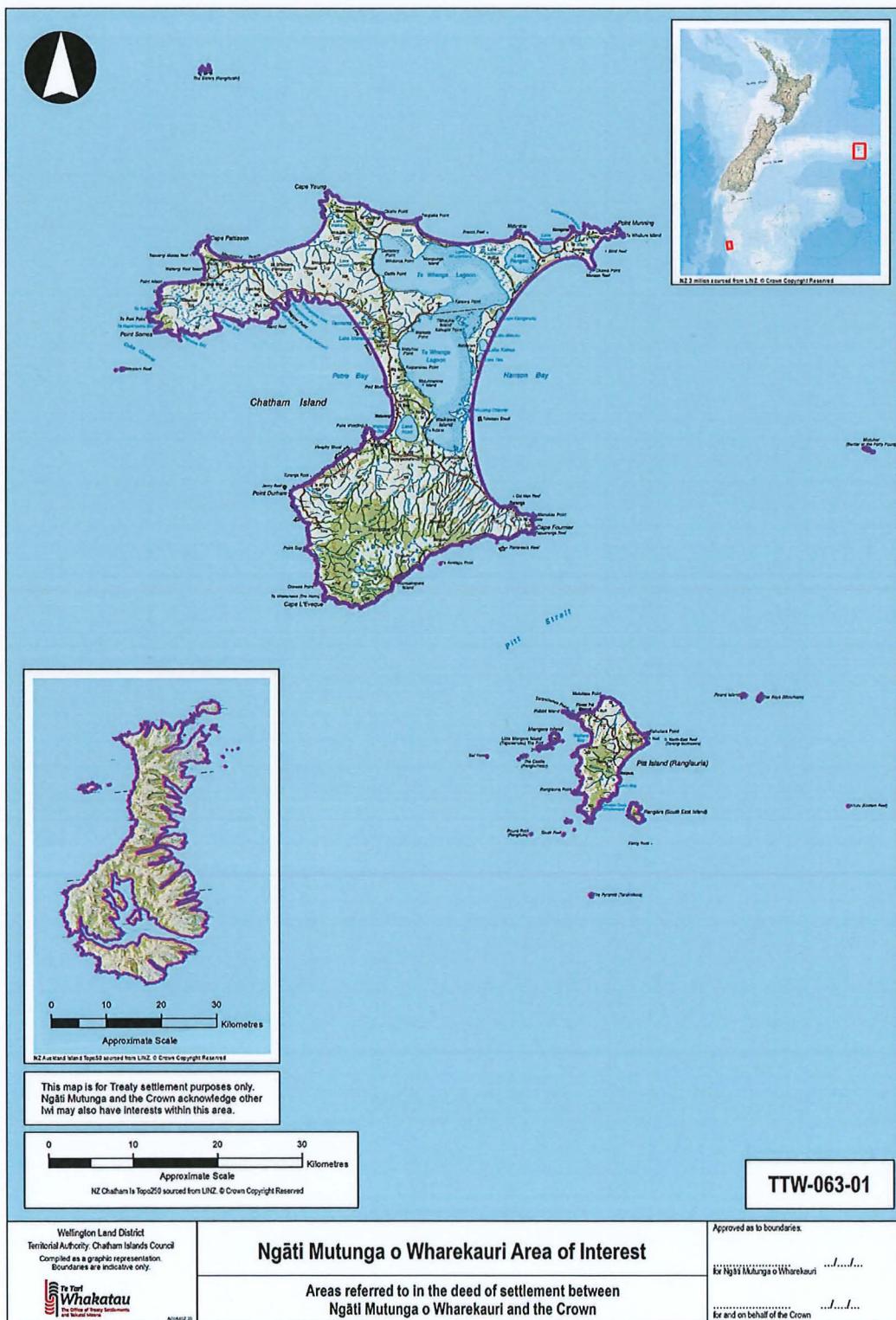
Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

## DOCUMENTS

### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

#### SCHEDULE 1 [THE NGĀTI MUTUNGA O WHAREKAURI AREA OF INTEREST]

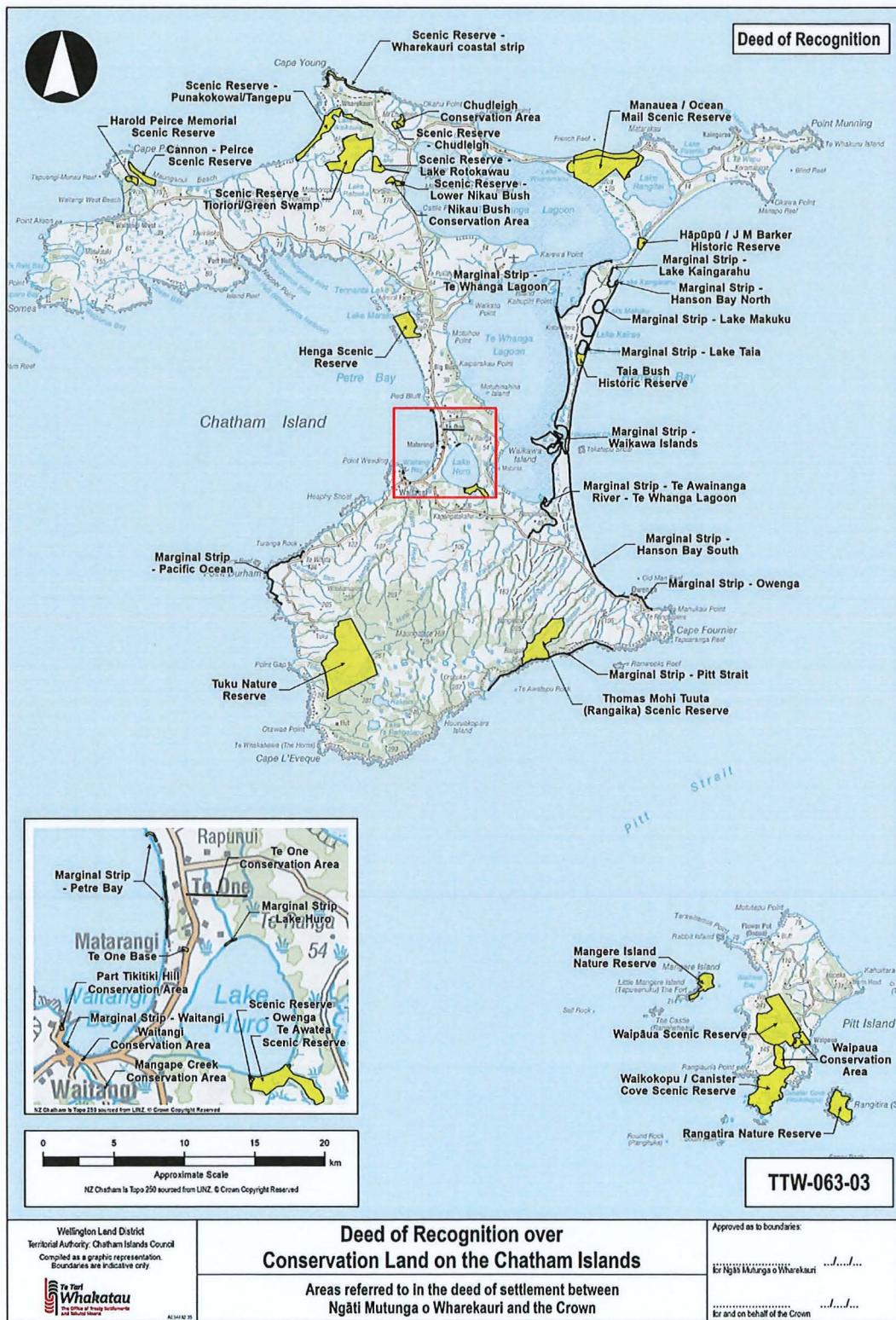


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## 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

## SCHEDULE 2

## Map showing, and table listing, conservation land covered by the Deed of Recognition



## DOCUMENTS

### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

**Table: conservation land subject to Deed of Recognition**

<b>Site</b>
1. Cannon - Peirce Scenic Reserve
2. Chudleigh Conservation Area
3. Hāpūpū / J M Barker Historic Reserve
4. Harold Peirce Memorial Scenic Reserve
5. Henga Scenic Reserve
6. Manauea / Ocean Mail Scenic Reserve
7. Mangape Creek Conservation Area
8. Mangere Island Nature Reserve
9. Marginal Strip – Hanson Bay North
10. Marginal Strip – Hanson Bay South
11. Marginal Strip – Lake Huro
12. Marginal Strip – Lake Kaingarahu
13. Marginal Strip – Lake Makuku
14. Marginal Strip – Lake Taia
15. Marginal Strip – Owenga
16. Marginal Strip – Pacific Ocean
17. Marginal Strip – Petre Bay
18. Marginal Strip – Pitt Strait
19. Marginal Strip – Te Awainanga River – Te Whanga Lagoon
20. Marginal Strip – Te Whanga Lagoon
21. Marginal Strip – Waikawa Islands
22. Marginal Strip - Waitangi
23. Nikau Bush Conservation Area
24. Part Tikitiki Hill Conservation Area
25. Rangatira Nature Reserve
26. Scenic Reserve – Chudleigh
27. Scenic Reserve - Lake Rotokawau
28. Scenic Reserve – Lower Nikau Bush
29. Scenic Reserve – Owenga
30. Scenic Reserve - Punakokowai/Tangepu
31. Scenic Reserve - Tioriori/Green Swamp
32. Scenic Reserve - Wharekauri coastal strip

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### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

Site
33. Taia Bush Historic Reserve
34. Te Awatea Scenic Reserve
35. Te One Base
36. Te One Conservation Area
37. Thomas Mohi Tuuta (Rangaika) Scenic Reserve
38. Tuku Nature Reserve
39. Waikokupu / Canister Cove Scenic Reserve
40. Waipaua Conservation Area
41. Waipāua Scenic Reserve
42. Waitangi Conservation Area

## DOCUMENTS

### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

#### SCHEDULE 3

##### Map of islands, islets, and reefs covered by island interests statement



## DOCUMENTS

### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

#### SCHEDULE 4 Specific kaupapa

##### 1. BUSINESS PLANNING & COLLABORATION

###### *Strategic objectives*

- 1.1 As soon as is practicable after the signing of this Agreement the Department and the Governance Entity will meet to agree long-term Strategic Objectives for their relationship across the Area of Interest (“**Strategic Objectives**”). For the Department this would involve District Operations Managers and Regional Operations Director or Directors (or Tier 3 and 4 equivalent).
- 1.2 It is expected that within the Area of Interest the Strategic Objectives will guide the Department and the Governance Entity towards an effective relationship by establishing a framework of high level priorities for their relationship. The Strategic Objectives will include:
  - (a) identifying ways in which Ngāti Mutunga o Wharekauri can exercise rangatiratanga and kaitiakitanga over ancestral lands, natural and historic resources and other taonga on lands managed by the Department;
  - (b) ensuring early engagement with Ngāti Mutunga o Wharekauri on any proposed activities by the Department relating to the specified islands, islets, and reefs, and identifying opportunities for participation by Ngāti Mutunga o Wharekauri;
  - (c) ensuring that, where possible, early engagement under this Agreement (e.g. the annual business planning meeting) is aligned with, but not limited to, consultation on identified activities under the deed of recognition (e.g. in relation to the preparation of the annual work programme);
  - (d) determining appropriate engagement on, and categories for, Statutory Authorisations and Statutory Land Management Activities;
  - (e) determining potential opportunities for the Governance Entity to obtain Statutory Authorisations on conservation land; and
  - (f) identifying any opportunities (including any potential funding sources) for the Governance Entity to undertake operational management activities on conservation land on Wharekauri.
- 1.3 Additional matters may also be covered, such as:
  - (a) establishing aims for freshwater fisheries and habitats; and
  - (b) determining the strategic outcomes sought for pest control programmes; and
  - (c) progress towards a mutually beneficial and Te Tiriti o Waitangi / the Treaty of Waitangi consistent relationship between the Parties.

###### *Engagement at a senior level*

- 1.4 Thereafter, the Governance Entity will meet with senior staff of the Department within the Area of Interest at least once a year. The frequency of these meetings may be a matter considered as part of the wānanga discussed at clauses 6.1-6.4 of the main body of this Agreement.

**5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

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

*Business planning*

- 1.7 The parties acknowledge that each of them undertake separate business planning processes prior to the beginning of each new financial year or relevant planning period. These business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year or relevant planning period. For the Department, the initial business planning processes where forward work programmes are identified largely sit with the District Operations Managers (or Tier 4 equivalent).
- 1.8 To ensure that the Governance Entity has an opportunity to identify areas for strategic collaboration and to identify their priorities for conservation management for the annual Departmental work programmes, the relevant District Managers (or Tier 4 equivalent) and representatives of the Governance Entity will meet at an early stage in their annual business planning or relevant planning period processes to:
  - (a) discuss priorities and commitments being considered by each party for the new financial year;
  - (b) discuss timeframes for the development of annual work programmes; and
  - (c) identify potential specific projects to be undertaken together or separately that are consistent with the Strategic Objectives for the relationship. If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.
- 1.9 The annual business planning meeting will be a key means by which the Department can meet its obligations, under both the Deed of Recognition and the Island Interests Statement, with respect to the preparation of the Department's annual work programme for the Chatham Islands.
- 1.10 After the Department has confirmed its annual business plan, it will advise the Governance Entity of the confirmed annual work programme for items discussed at the annual business planning meeting.
- 1.11 Through the annual business planning process, the Department and the Governance Entity will create actions to progress the Strategic Objectives.
- 1.12 The Department retains discretion over which operational activities are funded by the Department and the level of financial commitment.

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### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- 1.13 Each year, the Department and the Governance Entity will report to each other on the work (in a format agreed between the parties at the annual business planning meeting) that it has carried out in that financial year to achieve the Strategic Objectives for the relationship.
- 1.14 The Governance Entity may advise the Department when it considers that input from specific people or hapū is required on particular issues.

#### *New conservation land*

- 1.15 As noted in clause 4.2(b) of the main body of this Agreement, the Deed of Settlement includes a deed of recognition over all conservation land on Wharekauri (the Chatham Islands) as at the date of the Deed of Settlement, excluding any conservation land proposed to transfer as shared redress.
- 1.16 Earlier in this Agreement, the Department acknowledged that all Wharekauri land is ancestral land for Ngāti Mutunga o Wharekauri, and that Ngāti Mutunga o Wharekauri have a strong sense of grievance that the Department has not appropriately recognised the association of Ngāti Mutunga o Wharekauri with all Wharekauri land.
- 1.17 When, in accordance with clause 2.2 of the deed of recognition, the Department is consulting with Ngāti Mutunga o Wharekauri on preparation of a non-statutory plan, strategy, programme or survey, the Department will also, in parallel:
  - (a) Inform Ngāti Mutunga o Wharekauri of any conservation land that has been acquired since the last consultation under clause 2.2 of the deed of recognition; and
  - (b) seek and consider the views of Ngāti Mutunga o Wharekauri on their association with the new conservation land.
- 1.18 When the Department is consulting with Ngāti Mutunga o Wharekauri under the above clause, the Department must provide Ngāti Mutunga o Wharekauri with sufficient information to make informed decisions.

## 2. FRESHWATER FISHERIES

- 2.1 The Governance Entity and the Department share aspirations for, and will co-operate in, the conservation of freshwater fisheries and habitats within the Area of Interest. These aspirations will be reflected in the Strategic Objectives.
- 2.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational (non-commercial) freshwater fisheries and freshwater fish habitats. The Department is responsible for the regulation of whitebait fishing under the applicable regulations. Its work also focuses on national priority fisheries and habitats that are located on conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act 1991 processes.
- 2.3 Establishing aims for freshwater fisheries and freshwater fish in the Strategic Objectives will ensure that actions towards these are integrated into the annual business planning processes. These actions may include:

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### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (a) areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and
- (b) the development or implementation of research and monitoring programmes.

#### 3. MARINE MAMMALS STRANDINGS

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

#### 4. STATUTORY PLANNING DOCUMENTS

- 4.1 The Department has obligations under the Conservation Legislation to prepare, review and amend planning documents, including conservation management strategies, national park management plans and conservation management plans ("Statutory Planning Documents").
- 4.2 The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngāti Mutunga o Wharekauri at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Area of Interest.
- 4.3 These steps (in the preceding clauses) are in addition to the deed of recognition over conservation land administered by the Department<sup>3</sup> included in the Ngāti Mutunga o Wharekauri Deed of Settlement. The deed of recognition requires the Minister of Conservation and Director-General to consult with, and have regard to, the views of the Governance Entity about Ngāti Mutunga o Wharekauri's association with a deed of recognition site when preparing the Chatham Islands Conservation Management Strategy.

#### 5. STATUTORY AUTHORISATIONS

- 5.1 The Minister, Director-General and their delegates (as the case may be) may grant concessions, permits and other authorisations under the Conservation Legislation ("Statutory Authorisations").
- 5.2 As part of the Strategic Objectives, the Department and the Governance Entity will identify categories of Statutory Authorisations that may impact on the cultural, spiritual, traditional

<sup>3</sup> Except for those sites subject to shared redress.

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### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

or historic values of Ngāti Mutunga o Wharekauri. These categories will be reviewed on a continuing basis. In the identified categories the Department will:

- (a) advise and encourage all prospective applicants whose application is within the Area of Interest to consult the Governance Entity before filing their application; and
- (b) consult the Governance Entity at an early stage, on such categories of authorisations or renewal of authorisations within the Area of Interest.

5.3 The Department and the Governance Entity have identified, as one such category, authorisations:

- (a) under the Wildlife Act 1953, to hunt, kill, or possess protected wildlife from Mangere Island Nature Reserve, Rangatira Nature Reserve, or the other specified islands, islets, and reefs of Wharekauri covered by the Islands Interest Statement; and
- (b) under the Reserve Act 1977 to take a specimen for scientific or educational purposes, or the taking or killing of fauna, from Mangere Island Nature Reserve and Rangatira Nature Reserve.

5.4 Until such time as additional identified categories are agreed, the Department will consult the Governance Entity on Statutory Authorisations when required by the Conservation Legislation.

5.5 As the Department works within time limits to process Statutory Authorisations applications, at the earliest opportunity it will notify the Governance Entity of the time frames for providing advice on impacts on the cultural, spiritual, traditional or historic values of Ngāti Mutunga o Wharekauri.

5.6 Before issuing Statutory Authorisations to carry out activities on land managed by the Department within the Area of Interest, the Department will encourage communication between the applicant for the Statutory Authorisation and the Governance Entity.

5.7 When considering applications for Statutory Authorisations the Department must apply the relevant statutory and other legal considerations in a way that gives effect to the principles of the Treaty of Waitangi. This involves applying the relevant Treaty principles to the facts of the particular case

5.8 When issuing or renewing Statutory Authorisations that give authority for third parties to carry out activities on land administered by the Department, the Department will:

- (a) require the third parties to manage the land according to the standards of conservation best practice;
- (b) require the third parties to carry out the activities according to appropriate conservation standards; and
- (c) encourage third parties to consult the Governance Entity before using cultural information of Ngāti Mutunga o Wharekauri.

5.9 This is in addition to the deed of recognition included in the Ngāti Mutunga o Wharekauri Deed of Settlement that requires the Minister of Conservation and Director-General to consult with, and have regard to, the views of the Governance Entity about Ngāti Mutunga o Wharekauri's association with a deed of recognition site when preparing a non-statutory plan to:

- (a) assess current and future visitor activities; or

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### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- (b) identify the appropriate number and type of concessions.

#### 6. STATUTORY LAND MANAGEMENT ACTIVITIES

- 6.1 The Department manages conservation land in accordance with the Conservation Legislation and other relevant statutory obligations. As part of this statutory function, the Department carries out various activities to help achieve conservation gains (“**Statutory Land Management Activities**”). These include:
  - (a) vestings or management appointments for reserves;
  - (b) other management arrangements with third parties;
  - (c) changing reserve classifications; and
  - (d) disposal of conservation land.
- 6.2 In accordance with the Strategic Objectives, the Department and the Governance Entity will identify the categories of Statutory Land Management Activities that have potential to affect the cultural, spiritual, traditional or historic values or sites of significance of Ngāti Mutunga o Wharekauri where consultation is appropriate.
- 6.3 The Department and the Governance Entity have identified, as one such category, authorisations relating to:
  - (a) vestings or management appointments for reserves; and
  - (b) disposal of conservation land.
- 6.4 Before vesting or making an appointment to control and manage a reserve under the Reserves Act 1977 within the Area of Interest, the Department will discuss with the Governance Entity whether it wishes to be given an opportunity to be considered for such a vesting or appointment subject to agreed conditions (if any).

#### 7. CULTURAL MATERIALS

- 7.1 Conservation Legislation requires authorisation for the gathering or the possession of plants and plant material removed from land managed by the Department, and the possession of protected dead fauna. Those materials which are of cultural significance to Ngāti Mutunga o Wharekauri are referred to in this Agreement as “**Cultural Materials**”.
- 7.2 The Department will work in partnership with the Governance Entity to develop and agree a process to authorise members of Ngāti Mutunga o Wharekauri to access and use Cultural Materials within the Area of Interest in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted.

#### 8. SITES OF SIGNIFICANCE

- 8.1 The Department recognises that there are wāhi tapu and wāhi taonga and other places of cultural and historical significance to Ngāti Mutunga o Wharekauri within the Area of Interest. The terms, wāhi tapu and wāhi taonga, refer to places that are sacred or significant to Ngāti Mutunga o Wharekauri.
- 8.2 The Department will work with the Governance Entity to respect Ngāti Mutunga o Wharekauri values, rangatiratanga, tikanga and kaitiakitanga attached to wāhi tapu and

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### 5.1: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

other places of significance that have been identified on lands administered by the Department within the Area of Interest by:

- (a) discussing with the Governance Entity practical ways in which Ngāti Mutunga o Wharekauri can exercise kaitiakitanga over sites of significance and surrounding land and waters;
- (b) managing, in co-operation with the Governance Entity, sites of historic significance to Ngāti Mutunga o Wharekauri according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983 and other operating standards;
- (c) informing the Governance Entity if *kōiwi* or *taonga tūturu* are found within the Area of Interest; and
- (d) assisting in recording and protecting *wāhi tapu* and other places of cultural significance to Ngāti Mutunga o Wharekauri and seeking to ensure they are not desecrated or damaged.

8.3 The parties will develop a process for the Governance Entity to advise the Department of sites of significance and *wāhi tapu*. Information relating to *wāhi tapu* will be treated in confidence by the Department, unless otherwise agreed by the Governance Entity, but subject to the Official Information Act 1982 and other relevant legislation.

8.4 The Department will consult the Governance Entity before carrying out work on conservation land in the Area of Interest where appropriate either because of the nature of the work, or its location in relation to a site of significance identified under clause 11.3.

### 9. SPECIES & HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES & PEST CONTROL)

9.1 The Department and the Governance Entity share aspirations of protecting ecosystems and indigenous flora and fauna within the Area of Interest. These aspirations will be reflected in the Strategic Objectives.

*Specified islands, islets, and reefs*

9.2 Ngāti Mutunga o Wharekauri have strong ancestral, spiritual, cultural and historical associations with the specified islands, islets, and reefs of Wharekauri. These are outlined in the Ngāti Mutunga authored statement of interest in specified islands, islets, and reefs (Islands Interest Statement) that is included at Part 7 of the [Documents Schedule] of the Ngāti Mutunga o Wharekauri Deed of Settlement.

9.3 Clause 5.26 of the Ngāti Mutunga o Wharekauri Deed of Settlement provides for the Islands Interest Statement to be attached to the Chatham Islands Conservation Management Strategy, and for the Department to consult with Ngāti Mutunga o Wharekauri, and have regard to the Islands Interest Statement when proposing to undertake operational activities on the islands, islets, and reefs. This will include identifying any opportunities for Ngāti Mutunga o Wharekauri to be involved in any proposed activities.

*National programmes*

9.4 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened

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species, in particular those most at risk of extinction. This work involves a number of national programmes.

- 9.5 In recognition of the cultural, spiritual, traditional or historic associations of Ngāti Mutunga o Wharekauri with indigenous flora and fauna within the Area of Interest for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Ngāti Mutunga o Wharekauri to participate in these programmes.
- 9.6 This is in addition to the deed of recognition included in the Ngāti Mutunga o Wharekauri Deed of Settlement that requires the Minister of Conservation and Director-General to consult with, and have regard to, the views of the Governance Entity about Ngāti Mutunga o Wharekauri's association with a site when preparing a non-statutory plan relating to the identification and protection of wildlife or indigenous plants.

#### *Pest control*

- 9.7 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of the Department's work to protect the unique biodiversity of New Zealand, subject to available resources and conservation priorities.
- 9.8 It is envisaged that the agreed Strategic Objectives will guide the parties to determine the strategic outcomes sought from pest control programmes within the Area of Interest, including:
  - (a) monitoring and assessment of programmes;
  - (b) early consultation with the Governance Entity on pest control activities particularly the use of pesticides within the Area of Interest; and
  - (c) co-ordination of pest control where the Governance Entity is the adjoining landowner.
- 9.9 This is in addition to the deed of recognition included in the Ngāti Mutunga o Wharekauri Deed of Settlement that requires the Minister of Conservation and Director-General to consult with, and have regard to, the views of the Governance Entity about Ngāti Mutunga o Wharekauri's association with a site when preparing a non-statutory plan relating to the eradication of pests, weeds, or introduced species.

### 10 VISITOR & PUBLIC INFORMATION

- 10.1 The Governance Entity and the Department wish to share knowledge about natural and historic heritage within the Area of Interest with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 10.2 The Department and the Governance Entity also wish to encourage respect for, and awareness of, the cultural, spiritual, traditional and historic associations of Ngāti Mutunga o Wharekauri with the land, waters and indigenous flora and fauna within the Area of Interest, and the responsibility of Ngāti Mutunga o Wharekauri as kaitiaki under tikanga Māori to preserve, protect and manage the natural and historic resources within that area.
- 10.3 The Department and the Governance Entity will do this by:

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- (a) raising public awareness of positive conservation relationships developed between them, (including, subject to the consent of the Governance Entity, making available to the public the historical association and account of Ngāti Mutunga o Wharekauri to, in and on Wharekauri);
- (b) engaging with each other in the development of accurate visitor and public information published by either party that relates to Ngāti Mutunga o Wharekauri values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Mutunga o Wharekauri sites of significance and aspirations to the land;
- (c) the Department obtaining from the Governance Entity an assurance that information relating to Ngāti Mutunga o Wharekauri to be contained in any publication of the Department is accurate and appropriate;
- (d) the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Ngāti Mutunga o Wharekauri values, subject to the Official Information Act 1982 and other applicable legislation; and
- (e) the Department consulting the Governance Entity before use of information about Ngāti Mutunga o Wharekauri values for new interpretation panels, signs and other visitor publications.

### 11 CONSERVATION ADVOCACY IN RESOURCE MANAGEMENT ACT 1991 PROCESSES

- 11.1 From time to time, the Governance Entity and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 ("RMA").
- 11.2 Areas of common concern include:
  - (a) protection of coastal and marine areas;
  - (b) protection and maintenance of wetland areas and reserves;
  - (c) management of rivers, streams and waterways; and
  - (d) the effects of activities on biodiversity.
- 11.3 From time to time the Department and the Governance Entity will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and the Governance Entity may continue to make separate submissions in any RMA processes (which, if made in relation to a matter identified as being of mutual interest or concern, shall be shared by and between the parties hereto).

### 12 CROSS-ORGANISATIONAL OPPORTUNITIES

- 12.1 As part of the annual business planning process, the Department and the Governance Entity will discuss:
  - (a) opportunities and processes to share scientific and cultural resources and information, including data and research material (including to assist Ngāti Mutunga o Wharekauri to exercise their role as kaitiaki);
  - (b) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Area of

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Interest. Options may include wānanga, education, training, development and secondments; and

- (c) opportunities to be involved, or to nominate individuals to take part, in relevant training initiatives run by either party, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Area of Interest. The Governance Entity may propose candidates for these roles or opportunities.

12.2 Where appropriate, and subject to its procurement obligations, the Department will consider approaching the Governance Entity for recommendations for individuals or entities as providers of professional services (such as oral history and interpretation projects).

## SCHEDULE 5

How the conservation redress package, and this Agreement, relate to the Department's annual business planning process

	Relationship Agreement	Wider settlement package
Strategic direction setting	<ul style="list-style-type: none"> <li>Commits to agreeing strategic objectives to guide relationship (1.1 of schedule 4)</li> <li>Includes already agreed objectives relating to engagement on: proposed operational activities on specified islands, islets, and reefs (1.2b), ensuring alignment between RA engagement and DOR consultation (1.2c), proposed vestings and disposals (6.3), and wildlife authorisations relating to specified islands, islets, and reefs (5.3)</li> </ul>	<p><i>Chatham Islands Conservation Board</i></p> <ul style="list-style-type: none"> <li>Nominate a member to Conservation Board</li> </ul> <p><i>Deed of Recognition</i></p> <ul style="list-style-type: none"> <li>MOC/DG must, when preparing a Conservation Management Strategy, consult the PSGE and have regard to the PSGE's views concerning Ngāti Mutunga o Wharekauri's association with a DOR site, as described in the Statement of Association (2.2.1)</li> </ul>
Annual business planning	<ul style="list-style-type: none"> <li>Commits DOC/PSGE to engage early in their respective annual business planning processes, and to discuss priorities and commitments being considered by each party for the next FY.</li> <li>Provides PSGE with opportunity to identify areas/projects for strategic collaboration and for PSGE to identify its priorities for conservation management for DOC's annual work programme (1.8)</li> <li>The annual business planning meeting will be a key means by which the Department can meet its obligations, under both the Deed of Recognition and the Islands Interest Statement, with respect to the preparation of the Department's annual work programme for the Chatham Islands (1.9).</li> <li>When undertaking consultation under the DOR, DOC will, in parallel: <ul style="list-style-type: none"> <li>Inform the PSGE of any new areas of conservation land</li> <li>Provide the PSGE with sufficient information to make an informed decision (1.17)</li> <li>Seek and consider the views of the PSGE on Ngāti Mutunga o Wharekauri's association with the land (1.16)</li> </ul> </li> </ul>	<p><i>Deed of Recognition</i></p> <ul style="list-style-type: none"> <li>DG must consult the PSGE and have regard to the PSGE's views concerning Ngāti Mutunga o Wharekauri's association with a DOR site, as described in the Statement of Association, when preparing a non-statutory programme for specified purposes including (2.2.3): <ul style="list-style-type: none"> <li>To identify and protect wildlife or indigenous plants</li> <li>To eradicate pests, weeds, or introduced species</li> </ul> </li> <li>DG must provide the PSGE with sufficient information to make informed decisions (2.3)</li> </ul> <p><i>Islands Interest Statement</i></p> <ul style="list-style-type: none"> <li>DG must consult the PSGE and have regard to the Islands Interest Statement, when proposing operational activities on the specified islands, islets, and reefs.</li> </ul>

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Budget setting	<ul style="list-style-type: none"> <li>DOC retains full discretion over which operational activities are funded and the level of financial commitment (1.11)</li> </ul>	<p><i>Deed of Recognition</i></p> <ul style="list-style-type: none"> <li>The DOR does not require the Crown to undertake or increase identified activities, or prevent the Crown from not undertaking or ceasing to undertake an activity (3.1)</li> </ul>
Annual work programme	<ul style="list-style-type: none"> <li>Once DOC has completed its annual business planning process, DOC will advise the PSGE of the confirmed annual work programme for items discussed at the annual business planning meeting. (1.9)</li> </ul>	
Conservation activity (during year)		<p><i>Deed of Recognition</i></p> <ul style="list-style-type: none"> <li>DG must consult the PSGE and have regard to the PSGE's views concerning Ngāti Mutunga o Wharekauri's association with a DOR site, as described in the Statement of Association, when locating or constructing structures, signs, or tracks - if the 'consult and have regard' requirement for the relevant activity has not already been met as part of the annual business planning discussion</li> </ul> <p><i>Islands Interest Statement</i></p> <ul style="list-style-type: none"> <li>DG must consult the PSGE and have regard to the Islands Interest Statement when proposing operational activities on the specified islands, islets, and reefs - if the 'consult and have regard' requirement for the activity has not already been met as part of the annual business planning discussion</li> </ul>

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**5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND HEALTH  
NEW ZEALAND**

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**5.2 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND  
HEALTH NEW ZEALAND**

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**5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND HEALTH  
NEW ZEALAND**

**RELATIONSHIP AGREEMENT**

Between

**NGĀTI MUTUNGA O WHAREKAURI**

and

**PSGE**

and

**The Ministry of Health | Manatū Hauora**

And

**Health New Zealand | Te Whatu Ora**

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### 5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND HEALTH NEW ZEALAND

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#### TĪMATANGA KŌRERO

[*For consideration: A karakia / tauparapara / mihihi or guiding principles could be included here]*

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### 5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND HEALTH NEW ZEALAND

#### 1 THE PARTIES

1.1 The Parties to this Relationship Agreement are:

- (a) [PSGE], being the post settlement governance entity for Ngāti Mutunga o Wharekauri;
- (b) The Ministry of Health | Manatū Hauora; and
- (c) Health New Zealand | Te Whatu Ora

#### 2 BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between [PSGE] and the Crown (the "Deed of Settlement"), the Parties agreed to develop an agreement to facilitate improvements to the wellbeing of the whānau and hapū of Ngāti Mutunga o Wharekauri.

2.2 The purpose of this relationship agreement is to:

- (a) acknowledge the importance of Ngāti Mutunga o Wharekauri values and regard Ngāti Mutunga o Wharekauri values as a basis for developing the relationship between Ngāti Mutunga o Wharekauri and the Crown;
- (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting the Ministry of Health and Health New Zealand with Ngāti Mutunga o Wharekauri; and
- (c) facilitate revitalisation of Ngāti Mutunga o Wharekauri through support in the development and implementation of the Ngāti Mutunga o Wharekauri social transformation strategy.

2.3 To this end, the Parties:

- (a) agree the success of their relationship depends on developing a values-based relationship of mutual understanding and respect, informed and underpinned by Ngāti Mutunga o Wharekauri values and the Treaty of Waitangi/Te Tiriti o Waitangi;
- (b) acknowledge that the relationship is continually evolving, growing and is not prescribed; and agree in good faith, to give life to Ngāti Mutunga o Wharekauri values as set out in this agreement.

#### 3 RELATIONSHIP PRINCIPLES

##### *NGĀTI MUTUNGA O WHAREKAURI STATEMENT OF ASPIRATIONS AND VALUES*

3.1 The vision of the iwi is that the Treaty Settlement will contribute to the development and support of a healthy and economically sustainable community of Ngāti Mutunga o Wharekauri people on Wharekauri that continues to strengthen and deepen the cultural connections between Ngāti Mutunga o Wharekauri and the rohe of Wharekauri for ever. This vision is captured by an analogy of maintaining and expanding a whare for the iwi that is supported by four pillars (pou).

##### **Nga Pou o te Hanga Whare o Ngāti Mutunga o Wharekauri**

- **Tatou Ake** (focus on our iwi)

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- **Herenga Moana, Herenga Motu, Herenga Tangata** (reconnection to sea, land and people)
- **Ngāti Mutungatanga** (cultural revitalisation and development)
- **Hanga te Whare o Ngāti Mutunga** (economic development)

In turn, these strong pillars and the whare they support form a place of iwi unity, iwi identity, iwi growth and development and the ongoing expression of te tino rangatiratanga by Ngāti Mutunga o Wharekauri.

- **Kia mana te tupu o Ngāti Mutunga**

*Hei paihere i te rangatiratanga me te oranga o te iwi.*

This speaks to the ongoing and certain growth of Ngāti Mutunga o Wharekauri, united and self-determining for our long term wellbeing.

- **Mutunga tuputupu nunui, Mutunga tuputupu roroa, Mutunga rau tāpātu**

This speaks to the growth and dynamism of Ngāti Mutunga o Wharekauri and captures the desire for Ngāti Mutunga uri to be united, strong in our identity, to grow together and for Mutungatanga to be widespread among our whānau.

- **Mutunga reo tuku, Mutunga mouri ora**

This reflects the importance of our reo, our mita and our voice (influence) to provide life and wellbeing.

3.2 Health Services that support good health outcomes are integral to the realisation of that vision for a thriving community of which the profile of Ngāti Mutunga o Wharekauri are a large part on Wharekauri. This requires a relationship between Ngāti Mutunga o Wharekauri and the Combined Health Sector Agencies of the Crown to be guided by the findings as set out by the Waitangi Tribunal in the WAI 2575 report *"Hauora: Report on Stage One of the Health Services and Outcomes Kaupapa Inquiry"*:

- (a) The guarantee of te tino rangatiratanga made to Te Tiritio Waitangi, which provides for Māori self-determination and mana motuhake in the design, delivery and monitoring of health and disability services;
- (b) The principle of equity, which requires the Crown to commit to achieving equitable health outcomes for Māori; and
- (c) The principle of active protection, which requires the Crown to act, to the fullest extent practicable, to achieve equitable health outcomes for Māori. This includes ensuring that it, its agents and its Treaty partner are well informed on the extent, and nature of, both Māori health outcomes and efforts to achieve Māori health equity.

3.3 The principle of options, which requires the Crown to provide for and properly resource Kaupapa Māori health and disability services. Furthermore, the Crown is obliged to ensure that all health and disability services are provided in a culturally appropriate way that recognises the supports the expression of Hauora Māori models of care.

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- 3.4 The principle of partnership, which requires the Crown and Māori to work in partnership in the governance, design, delivery and monitoring of health and disability services. Māori must be co-designers, with the Crown of the primary health system for Māori.
- 3.5 The Combined Health Sector Agencies must be guided by the health sector principles set out in section 7 of the Pae Ora Act.
- 3.6 The principles identified by the Tribunal are to be applied in a Wharekauri context that has particular acknowledged challenges. The Wharekauri community is the most isolated community of its size in Aotearoa with exceptionally high transportation costs to access mainland services, specialists and facilities. Although relatively small, the community includes all ages and therefore requires a full suite of accessible health services from pre-natal to end of life. The nature of Wharekauri employment has an usually high proportion of the workforce engaged in the relatively dangerous agriculture and fisheries sectors providing additional demand for medical services, as does the residual dependence on customary food harvesting in an unforgiving environment.
- 3.7 With all aspects of existence on Wharekauri, the provision of health services requires enhanced anticipation of issues, timely precautions to avoid issues or, at least, the early remediation of issues because of the inescapable difficulties in responding to serious unexpected events after the fact in such an isolated locality. This 'precautionary approach' to health care and well-being requires exceptionally close levels of engagement between Crown agencies and Ngāti Mutunga o Wharekauri about the appropriate customisation of services to deliver equitable outcomes of at least cost.
- 3.8 The Parties also agree that their engagement will also demonstrate the following relationship principles:
  - (a) upholding the spirit of Te Tiriti o Waitangi/Treaty of Waitangi;
  - (b) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
  - (c) working together in co-operation and collaboration, including acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability;
  - (d) working with a 'no surprises' approach by ensuring early engagement on issues of known mutual interest;
  - (e) acknowledging that the relationship is flexible and evolving;
  - (f) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise;
  - (g) respecting the independence of the Parties and their individual roles and responsibilities;
  - (h) give effect to the principles of Māori data sovereignty and Ngāti Mutunga o Wharekauri rights and interests in mātauranga Māori and data; and
  - (i) ensuring accountability for agreed decisions and actions through monitoring and review.

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#### 4 NGĀTI MUTUNGA O WHAREKAURI ASPIRATIONS FOR THE RELATIONSHIP WITH MINISTRY OF HEALTH/HEALTH NEW ZEALAND

4.1 Ngāti Mutunga o Wharekauri enters into this Relationship Agreement with the Crown entities with following aspirations for relationship to:

- (a) uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
- (b) ensure the exercise of Ngāti Mutunga o Wharekauri rangatiratanga and decision-making, in conjunction with 4.1(a), rests with Ngāti Mutunga o Wharekauri as it is foundational to revitalisation of Ngāti Mutunga o Wharekauri;
- (c) recognise Ngāti Mutunga o Wharekauri values as basis for developing the relationship between Ngāti Mutunga o Wharekauri and the Crown; and
- (d) support development and implementation of the social transformation strategy.

4.2 Ngāti Mutunga o Wharekauri intent is that the work programmes that arise from the Relationship Agreement will contribute to realising outcomes:

#### 5 ENGAGEMENT

5.1 The Parties will work together in good faith to identify where a policy or programme within Ministry of Health/Health New Zealand responsibilities will have a direct impact on Ngāti Mutunga o Wharekauri.

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

- (a) attend an annual strategic relationship hui as set out in clauses 5.4 to 5.10;
- (b) progress work on agreed mutual priorities through operational level engagement as set out in clauses 5.11 and 5.12; and
- (c) collaborate and develop a work plan as set out in clauses 5.13 to 5.18.

5.3 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

#### *ANNUAL STRATEGIC RELATIONSHIP HUI*

5.4 The Parties agree that a [senior] representative of the Governance Entity and the Ministry of Health/Health New Zealand will participate in an annual relationship meeting;

5.5 The Ministry of Health/Health New Zealand representative at the annual relationship meeting will be a member of the Ministry of Health/Health New Zealand Leadership Team, who is delegated to make decisions upon the Ministry of Health/Health New Zealand behalf.

5.6 Before each relationship meeting held in accordance with clause 5.4, representatives of the Governance Entity and Ministry of Health/Health New Zealand will agree to administrative arrangements for the meeting including the agenda.

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- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 5.8 The first relationship meeting will take place within [three] months of a written request by the Governance Entity.
- 5.9 The Parties may, over certain periods of time, mutually agree not to hold annual relationship meetings.
- 5.10 Ministry of Health officials will assist the Governance Entity with any request for the Minister of Health and relevant Associate Ministers to attend an annual relationship meeting or special meeting as necessary.

#### *OPERATIONAL LEVEL ENGAGEMENT*

- 5.11 The Parties agree that ongoing engagement is needed to operationalise the work plan developed as set out in clauses 5.13 [to x].
- 5.12 Operational level engagement will involve:
  - (a) coordinating the organisation of the annual strategic relationship hui;
  - (b) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
  - (c) mitigating issues and risks;
  - (d) explore further opportunities for collaboration as they arise;
  - (e) working with Governance Entity to identify matters that are subject to engagement; and
  - (f) monitoring progress against agreed indicators.

#### *WORK PLAN*

- 5.13 As a result of the annual relationship meetings, held in accordance with clause 5.4, and as part of other relationship meetings held in accordance with clause 5.3, the Parties shall develop a work plan within 12 months of the settlement date. Following initial workplan development, the parties agree to meet at intervals convenient to them both but in any event no later than every 18 months thereafter to review implementation and delivery of the workplan.
- 5.14 The Parties may be interested to include, but are not limited to, the following projects and topics in the work plan:
  - (a) considering ways to provide for decision making opportunities for Ngāti Mutunga o Wharekauri;
  - (b) considering opportunities to collaborate on issues and initiatives of mutual priority;
  - (c) sharing information which is of mutual benefit;
  - (d) creating opportunities for increased learning and capacity building;

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- (e) setting out a timetable and milestones for delivering on any agreed commitments;
- (f) confirming the responsibilities for the Parties to meet any agreed commitments; and
- (g) setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of agreed indicators;
- (h) confirming the responsibilities for the Parties to meet any agreed commitments; and
- (i) setting out a timetable for monitoring, reporting, and reviewing work plans informed by monitoring of agreed indicators.

5.15 When developing work plans under this agreement, the Ministry of Health/Health New Zealand may invite any other relevant party to be involved in discussions about the work plan. The Ministry of Health and Health New Zealand will engage with the Ngāti Mutunga o Wharekauri Governance Entity before issuing any such invitation.

5.16 Work plans will be mutually agreed by the Governance Entity and the Ministry of Health/Health New Zealand and will reflect the priorities, resources, and the specific functions and duties of the Parties.

5.17 The Parties have agreed the following topics are priority for initial discussions, and may result in an initial work plan:

- (a) building capability through intern and recruitment opportunities;
- (b) developing data sharing opportunities to support monitoring; and

5.18 Monitoring of agreed indicators will inform development and review of the work plan.

## 6 COLLABORATIVE AGENCY FORUM

6.1 The Collaborative Agency Framework is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work on cross-cutting issues collaboratively where it is mutually beneficial to do so, on matters of common interest within the rohe of Ngāti Mutunga o Wharekauri.

6.2 The Agency will participate in the activities of the Collaborative Agency Framework when it is in the mutual interests of the Ministry of Health/Health New Zealand and the Governance Entity to do so.

## 7 INFORMATION SHARING

7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.

7.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and the Ministry of Health/Health New Zealand will use their best endeavours to share information in relation to, but not limited to:

- (a) information related to services funded by the Health New Zealand the Ngāti Mutunga o Wharekauri area of interest/relationship;

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- (b) aggregated and anonymised data about people who are clients of the Ministry of Health/Health New Zealand who either identify as a descendant of Ngāti Mutunga o Wharekauri or who reside in the Ngāti Mutunga o Wharekauri area of interest/relationship/settlement redress;
- (c) employment and labour market intelligence (including any potential opportunities for joint initiatives); and
- (d) data on outcomes and indicators in the Ngāti Mutunga o Wharekauri area of interest/relationship/settlement redress.

## 8 COMMUNICATION

8.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:

- (a) engaging in accordance with clause 5 of this agreement;
- (b) information sharing in accordance with clause 7;
- (c) maintaining information on the Parties' office holders, their addresses and contact details;
- (d) providing a primary contact at the Ministry of Health/Health New Zealand for the Governance Entity who will act as a liaison person with other Ministry of Health/Health New Zealand staff;
- (e) providing reasonable opportunities for the Governance Entity to meet with senior staff of the Ministry of Health/Health New Zealand to discuss and (if possible) resolve any issues that may arise;
- (f) informing relevant Ministry of Health/Health New Zealand staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for the Governance Entity to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to the Governance Entity on any decision that is made that relates to the agreement.

## 9 CONTACTS

9.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is:

- (a) Deputy Director-General, Māori Health; or

## DOCUMENTS

### 5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND HEALTH NEW ZEALAND

(b) equivalent senior lead.

9.2 The contact person for Health New Zealand for all matters relating to this Relationship Agreement is:

- (a) Regional Deputy Chief Executive, Health New Zealand;
- (b) National Director Hauora Māori Services, Health New Zealand; or
- (c) equivalent senior leader within Health New Zealand.

9.3 The contact person for the iwi for all matters relating to this Relationship Agreement is the [Chief Executive] of the Governance Entity.

9.4 The contact persons named in clauses 9.1, 9.2 and 9.3 may change from time to time and the Ministry of Health/Health New Zealand and the Governance Entity agree to update each other as and when this occurs.

### 10 OFFICIAL INFORMATION

10.1 The Ministry of Health/Health New Zealand is subject to the requirements of the Official Information Act 1982 ("OIA").

10.2 The Ministry of Health/Health New Zealand may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

10.3 The Ministry of Health/Health New Zealand will where possible notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry of Health/Health New Zealand in a timely fashion, so that the Ministry of Health/Health New Zealand is able to meet the statutory timeframes for responding to the relevant request for information.

### 11 RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

11.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.

11.2 In accordance with the principles described in clause 3, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

11.3 The commitments of the Ministry of Health/Health New Zealand under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry of Health/Health New Zealand and of the government of the day.

11.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.

## DOCUMENTS

### 5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND HEALTH NEW ZEALAND

11.5 For the avoidance of doubt, this relationship agreement is not legally binding on parties to this relationship agreement and will not commit or restrain any legal rights or obligations or functions, duties and powers of Ministers, Chief Executives, Governance of Crown Entities and officials, nor will it be contrary to public finance policy.

## 12 SPECIAL CONDITIONS

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

## 13 REVIEW AND AMENDMENT

13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.

13.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.

13.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause [xx] and may sign a variation to this Relationship Agreement which will take effect upon signing. The Parties may agree in writing to review or vary the provisions of this agreement.

## 14 DISPUTE RESOLUTION PROCESS

14.1 If a dispute arises in connection with this agreement that cannot be resolved by the relevant persons from each party, it shall be escalated to their respective management to resolve. From this point, if the dispute is unable to be resolved, then the matter shall be escalated to the Chief Executives (or their delegates) of the Parties.

## 15 DEFINITIONS

“the Area” means the Ngāti Mutunga o Wharekauri Area of Interest as defined at Appendix A

“Settlement Date” has the same meaning as in the Deed of Settlement.

DOCUMENTS

**5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND HEALTH  
NEW ZEALAND**

**SIGNED** for and on behalf of the  
**MINISTRY OF HEALTH/HEALTH  
NEW ZEALAND**

in the presence of:

)  
)  
)  
)

\_\_\_\_\_

Signature of Witness

Witness Name

Occupation

Address

**SIGNED** by for and on behalf of the trustee  
of **GOVERNANCE ENTITY**  
by the Chair, in the presence of:

)  
)  
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

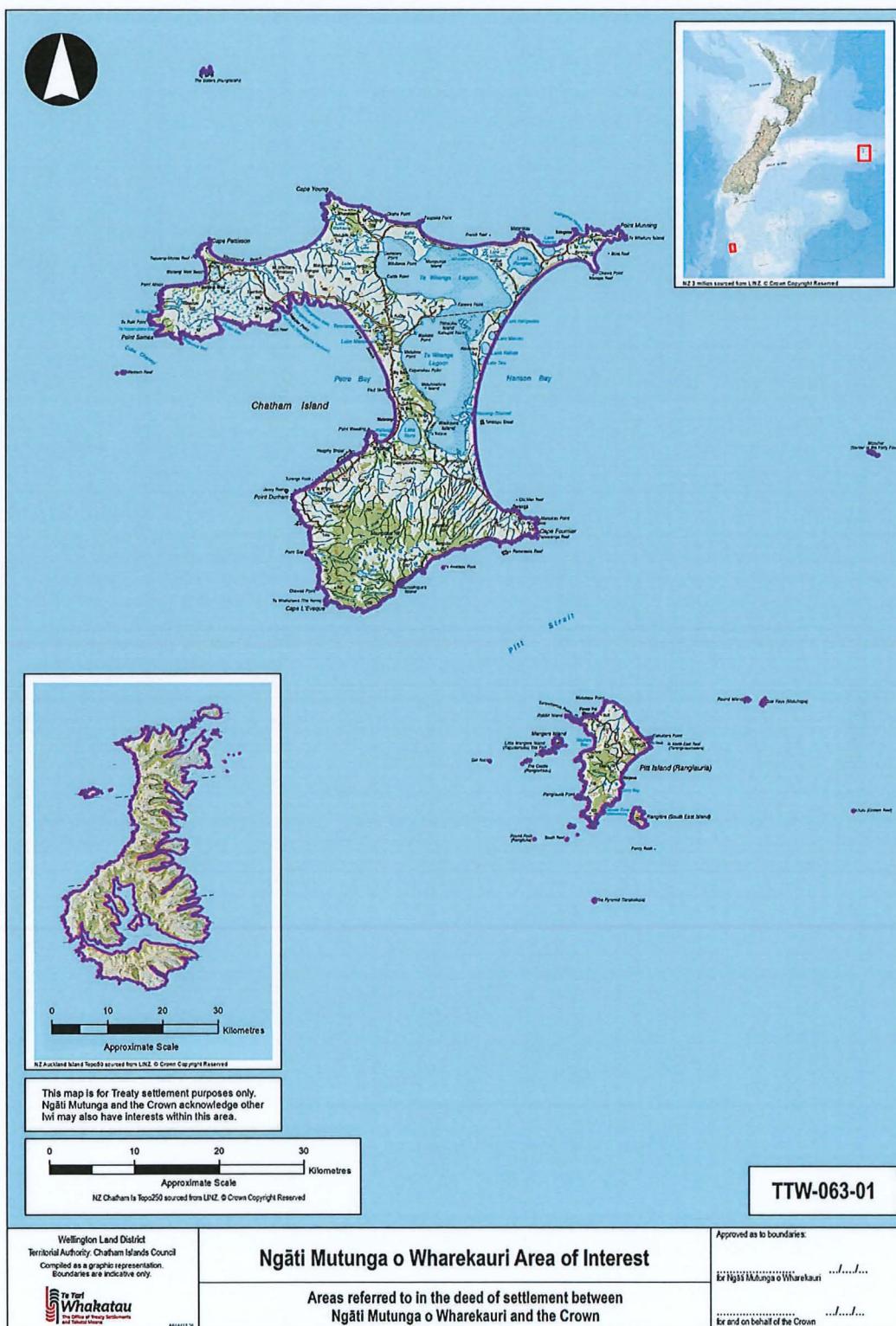
Occupation

Address

## DOCUMENTS

### 5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HEALTH AND HEALTH NEW ZEALAND

#### APPENDIX A – NGĀTI MUTUNGA O WHAREKAURI AREA OF INTEREST



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**5.3 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN  
DEVELOPMENT - TE TŪĀPAPA KURA KAINGA**

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## RELATIONSHIP AGREEMENT

Between

NGĀTI MUTUNGA O WHAREKAURI

And

MINISTRY OF HOUSING AND URBAN DEVELOPMENT

– TE TŪĀPAPA KURA KĀINGA

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APPENDIX A – NGĀTI MUTUNGA O WHAREKAURI AREA OF INTEREST11

## [TĪMATANGA KŌRERO]

[For consideration: A karakia / tauparapara / mihihi or guiding principles could be included here]

### 1 PARTIES AND PURPOSE

- 1.1 This **Relationship Agreement ("Agreement")** formalises the relationship between Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development ("Te Tūāpapa Kura Kāinga") and Ngāti Mutunga o Wharekauri through the trustee of Ngāti Mutunga o Wharekauri PSGE ("Governance Entity"), (together referred to as "the Parties").
- 1.2 The purpose of this agreement is to establish a framework to enable the parties to maintain a positive and enduring working relationship.

### 2 NGĀTI MUTUNGA O WHAREKAURI STATEMENT OF ASPIRATIONS AND VALUES

- 2.1 The vision of the iwi is that the Treaty Settlement will contribute to the development and support of a healthy and economically sustainable community of Ngāti Mutunga o Wharekauri people on Wharekauri that continues to strengthen and deepen the cultural connections between Ngāti Mutunga o Wharekauri and the rohe of Wharekauri for ever. This vision is captured by an analogy of maintaining and expanding a whare for the iwi that is supported by four pillars (pou).

#### Nga Pou o te Hanga Whare o Ngāti Mutunga o Wharekauri

- **Tatou Ake** (focus on our iwi)
- **Herenga Moana, Herenga Motu, Herenga Tangata** (reconnection to sea, land and people)
- **Ngāti Mutungatanga** (cultural revitalisation and development)
- **Hanga te Whare o Ngāti Mutunga** (economic development)

In turn, these strong pillars and the whare they support form a place of iwi unity, iwi identity, iwi growth and development and the ongoing expression of te tino rangatiratanga by Ngāti Mutunga o Wharekauri.

- **Kia mana te tupu o Ngāti Mutunga**

*Hei paihere i te rangatiratanga me te oranga o te iwi.*

This speaks to the ongoing and certain growth of Ngāti Mutunga o Wharekauri, united and self-determining for our long- term wellbeing.

- **Mutunga tuputupu nunui, Mutunga tuputupu roroa, Mutunga rau tāpau**

This speaks to the growth and dynamism of Ngāti Mutunga o Wharekauri and captures the desire for Ngāti Mutunga uri to be united, strong in our identity, to grow together and for Mutungatanga to be widespread among our whānau.

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### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

- **Mutunga reo tuku, Mutunga mouri ora**

This reflects the importance of our reo, our mita and our voice (influence) to provide life and wellbeing.

- 2.2 The development and support of a healthy and economically sustainable community of Ngāti Mutunga o Wharekauri people on Wharekauri that continues to strengthen and deepen the cultural connections between Ngāti Mutunga o Wharekauri and the rohe of Wharekauri for ever represents their essential aspiration.
- 2.3 The comfortable housing of that iwi community, which comprises all ages and roles, is integral to the realisation of that vision. A strategy and programmes that can meet those diverse housing needs requires a closer relationship between Ngāti Mutunga o Wharekauri and the Crown than has been recorded in the Agreed Historical Account which recognised historical reasons contributing to the existing deficit in quantity and quality of housing on Wharekauri.
- 2.4 The relationship between Te Tūāpapa Kura Kāinga and Ngāti Mutunga o Wharekauri must take as a starting point the unique challenges of establishing and maintaining adequate housing on Wharekauri including the lack of infrastructure, high construction costs, harsh environment, lifestyle demands and the particular lending policies of private sector house finance providers. Our aspiration is that the purpose of this partnership is to overcome these unique challenges rather than to succumb to them.
- 2.5 The aspirations of Ngāti Mutunga o Wharekauri are that the effective and enduring relationship between Te Tūāpapa Kura Kāinga and Ngāti Mutunga o Wharekauri will ensure:
  - (a) There is urgency in responding to the limited housing supply within the rohe of Ngāti Mutunga o Wharekauri;
  - (b) There are resources and opportunities available for Ngāti Mutunga o Wharekauri PSGE to lead affordable housing solutions;
  - (c) There are local solutions for people experiencing homelessness within the rohe of Ngāti Mutunga o Wharekauri including adequate supply of public housing and affordable rentals;
  - (d) There is support for providers of services to respond to both the physical realities of being without a home, and also to the cultural, emotional and spiritual disconnection from kāinga and whenua; and
  - (e) There is support for the Ngāti Mutunga o Wharekauri PSGE to develop its capacity and capability to work across the housing sector in a way that responds effectively to suit the needs of Ngāti Mutunga o Wharekauri people within the rohe with a particular focus on accessibility to suitable housing in remote areas, building resilience and adapting to the impacts of climate change including rising sea-levels or coastal inundation and housing affordability.

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### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

#### 3 HOUSING PRINCIPLES

3.1 Ngāti Mutunga o Wharekauri and Te Tūāpapa Kura Kāinga agree that the Parties will be guided by the following relationship principles identified in the MAIHI Ka Ora – National Māori Housing strategy, (**MAIHI Ka Ora**). Maihi Ka Ora takes Te Maihi o te Whare Māori – Māori and Iwi Housing Innovation Framework for Action (**MAIHI**) which is a whole of system approach and elevates it to provide the strategic direction for the whole Māori housing system.

3.2 The MAIHI principles identify Te Mauri o te Whānau at the centre of Crown responses – that is the life force of the whānau being central to building strength and resilience from within, and includes:

MAIHI Principles	Principles applied to the relationship
<b>Mauri:</b> enabling the life force, an essence for revival and fulfilment to be sustained in wellbeing	We prioritise a whānau-centred approach that places whānau at the heart of our actions, services and programmes. Working together for this common goal means we can achieve more housing aspirations and outcomes for New Zealand than if we act alone.
<b>Tikanga:</b> doing things right, being in the right place at the right time	Tikanga provides a platform and approach for the way we agree to work together. It embraces the spirit of co-operation, respectful and honest behaviour and a 'no surprises' approach that preserves and strengthens the integrity of our relationship. It also means that we agree to <i>not do anything</i> that would cause the other Party to breach applicable laws.
<b>Whanaungatanga:</b> delivery services for Māori through a whakapapa lens	We recognise the importance of whānau, kinship ties, intergenerational connections and enduring relationships that lead to the provision of practical support. Together we will support this foundation that enables whānau to flourish, grow and experience love, support and protection.
<b>Manaakitanga:</b> key mechanisms of engaging and building relationships	We aim to build high-trust and strategic partnerships so that whānau aspirations are enhanced and they can live in a safe, secure, warm and comfortable home. This approach is built on demonstrating respect, generosity and caring for others.
<b>Whakamana:</b> empowering whānau intergenerationally	We will actively seek to include the experience and voices of whānau in the design and delivery of programmes and services. Our collaborative efforts will be anchored in positive impacts and outcomes

## DOCUMENTS

### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

	for whānau that restores and enhances their mana.
<b><i>Tino Rangatiratanga</i></b> : self-determination of self-sufficiency through creating your own sense of belonging	We agree to work together to ensure that whānau are in the 'driver's seat' and supported to determine their future housing aspirations and how their needs are met, in a way that makes sense for them.

## 4 RELATIONSHIP PRINCIPLES

### 4.1 The Parties agree to progress and sustain a positive, co-operative and enduring relationship, and agree to abide by the following relationship principles:

- (a) kia mau ki te wairua o te Tiriti o Waitangi/the Treaty of Waitangi: upholding the spirit of te Tiriti o Waitangi/the Treaty of Waitangi;
- (b) co-operating in partnership with a spirit of whakawhanaungatanga, good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability to achieve shared outcomes;
- (c) maintaining a 'no surprises' approach and ensuring early engagement on issues of known interest to the Parties;
- (d) respecting the independence of the Parties and their respective mandates, roles and responsibilities;
- (e) recognising and acknowledging that the Parties all benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (f) acknowledging that the relationship is flexible and evolving; and
- (g) addressing issues in a timely manner and discussing disagreements openly, directly, and confidently when they arise.

## 5 COMMUNICATION AND ENGAGEMENT

### 5.1 The Parties will maintain effective and efficient communication with each other on a continuing basis through:

- (a) relationship meetings;
- (b) the Governance Entity providing a primary contact at the Governance Entity for Te Tūāpapa Kura Kāinga who will act as a liaison person with other Governance Entity staff;
- (c) Te Tūāpapa Kura Kāinga providing a primary contact at Te Tūāpapa Kura Kāinga for the Governance Entity who will act as a liaison person with other Te Tūāpapa Kura Kāinga staff;
- (d) regular 'kanohi ki te kanohi' engagement as the preferred method of engagement; and

## DOCUMENTS

### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

(e) Te Tūāpapa Kura Kāinga informing relevant staff of the contents of this Agreement and their responsibilities and roles under it.

#### 5.2 The Parties commit to -

(a) engaging with each other through the following mechanisms:

- (i) an annual strategic relationship meeting as set out in clauses 6.1 to 6.6 of this Agreement;
- (ii) a work plan as set out in clauses 7.1 to 7.5 of this Agreement; and

(b) progressing work on agreed mutual priorities through **operational level engagement** as set out in clauses 8.1 to 8.5 of this Agreement.

#### 5.3 The Parties will hold meetings as required at both strategic and operational levels as mutually agreed.

### 6 ANNUAL STRATEGIC RELATIONSHIP MEETING

#### 6.1 The Parties agree that a senior representative of the Governance Entity and Te Tūāpapa Kura Kāinga will participate in an annual relationship meeting.

#### 6.2 Before each relationship meeting is held, representatives of the Parties will agree administrative arrangements for the meeting including the agenda.

#### 6.3 The purpose of this meeting is to:

- (a) report on progress in achieving objectives of the work plan;
- (b) mandate such matters as required by the work plan or otherwise;
- (c) address any concerns any of the Parties has about the relationship; and
- (d) any other matters of mutual interest.

#### 6.4 Each party will meet the costs and expenses of its representatives attending the annual relationship meetings, unless otherwise agreed by the Parties.

#### 6.5 The first relationship meeting will take place within 12 months of a written request by the Governance Entity.

#### 6.6 Following the first relationship meeting, the Parties may, over certain periods of time, mutually agree not to hold annual relationship meetings.

### 7 WORK PLAN

#### 7.1 The Parties acknowledge each other's strategies and priorities.

#### 7.2 The Parties agree they will work together to support these strategies and priorities through a jointly agreed work plan.

#### 7.3 The work plan will contain:

## DOCUMENTS

### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

- (a) the work to be done;
- (b) the persons that will carry out that work; and
- (c) the timeframes for that work to be carried out in.

7.4 Within 6 months of signing of this Agreement the Parties will meet to develop the work plan. To that extent:

- (a) The work plan will be co-designed by the Parties;
- (b) The work plan will include, amongst other things:
  - (i) provision for the exchange of information and identification of opportunities for improving and achieving the housing outcomes of Ngāti Mutunga o Wharekauri;
  - (ii) priorities for action to improve and achieve the housing aspirations of Ngāti Mutunga o Wharekauri; and
  - (iii) processes for identifying and agreeing funding and resources required to successfully deliver the work plan.
- (c) The work plan may include, amongst other things:
  - (i) key indicators to be used for measuring success in achieving the objectives of the work plan;
  - (ii) strategies and programmes that will assist with building Ngāti Mutunga o Wharekauri capability and capacity for delivering projects to achieve housing outcomes;
  - (iii) provisions for the acknowledgement and protection of the data sovereignty of Ngāti Mutunga o Wharekauri;
  - (iv) methods for developing a data platform to support evidence-based reporting; and
  - (v) identification of joint projects to address priorities for action in improving the housing of Ngāti Mutunga o Wharekauri.
- (d) The work plan may be modified from time to time as agreed between the Parties.

7.5 When developing work plans under this agreement, Te Tūāpapa Kura Kāinga may invite any other Party to be involved in discussions about the work plan. Te Tūāpapa Kura Kāinga will engage with Ngāti Mutunga o Wharekauri before issuing any such invitation.

## 8 OPERATIONAL LEVEL ENGAGEMENT

8.1 The Parties agree that ongoing engagement is needed to operationalise the work plan developed as set out in clauses 7.3 to 7.5.

8.2 Operational level engagement will involve:

- (a) coordinating the organisation of the annual strategic relationship hui;

## DOCUMENTS

### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

- (b) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
- (c) mitigating issues and risks;
- (d) exploring further opportunities for collaboration as they arise;
- (e) working with the Governance Entity to identify matters that are subject to engagement; and
- (f) monitoring progress against Ngāti Mutunga o Wharekauri aspirations.

8.3 This dialogue and collaboration may include meetings as mutually agreed from time to time between Te Tūāpapa Kura Kāinga staff and the representatives of Governance Entity. This may occur at different levels as required to advance the work plan.

8.4 The Parties will make their best endeavours to attend meetings requested by any one of them, subject to resourcing and work programme requirements.

8.5 Where such further meetings are required, each party will meet the costs and expenses of its representatives attending the meetings, unless otherwise agreed by the Parties.

## 9 INFORMATION SHARING

9.1 The Parties recognise the mutual benefit of information exchange.

9.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to:

- (a) sharing meaningful and relevant details of its ongoing work programmes for the purpose of informing each other of their current activities and for seeking out further opportunities to partner for shared outcomes;
- (b) sharing information relating to entities being funded within Ngāti Mutunga o Wharekauri area of interest as set out in **Appendix A** and statistics and other data of relevance to Ngāti Mutunga o Wharekauri, subject to clause 12 of this Agreement;
- (c) providing up-to-date information about changes to their work programmes in a transparent and timely manner;
- (d) acknowledging the data sovereignty of the iwi, hapū and whānau of Ngāti Mutunga o Wharekauri;
- (e) supporting Ngāti Mutunga o Wharekauri to build its own processes and procedures for collection, storage, use and management of data as it relates to Ngāti Mutunga o Wharekauri, so that they can better understand the housing needs and aspirations of the iwi, hapū and whānau of Ngāti Mutunga o Wharekauri; and
- (f) providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this Agreement.

## DOCUMENTS

### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

#### 10 CONTACTS

- 10.1 The contact people for Te Tūāpapa Kura Kāinga for all matters relating to this Agreement is:
  - (a) Jessica Smith, Deputy Chief Executive Māori Crown Relations, Jessica.Smith@hud.govt.nz.
- 10.2 The contact person for the Governance Entity for all matters relating to this Agreement is the Kaiwhakahaere of the Governance Entity.
- 10.3 The contact persons named in clauses 10.1 and 10.2 may change over time as Te Tūāpapa Kura Kāinga and the Governance Entity and their relationships evolve. The parties agree to update each other as and when this occurs.

#### 11 LIMITATIONS

- 11.1 Nothing in this Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.
- 11.2 In accordance with the principles described in clause 4, nothing in this Agreement precludes either party from agreeing to explore opportunities beyond the express terms of this Agreement.
- 11.3 The Parties acknowledge that the commitments under this Agreement are limited to the extent that they are within the statutory limitations, capability, resourcing, mandated work programme and/or priorities of the government of the day.
- 11.4 The Parties agree the terms of the relationship agreement are not legally binding and enforceable by either Party.

#### 12 SPECIAL CONDITIONS

- 12.1 The provisions in this Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable laws, including the Privacy Act 2020, Public Finance Act 1989 or their successors.

#### 13 OFFICIAL INFORMATION

- 13.1 Te Tūāpapa Kura Kāinga is subject to the requirements of the Official Information Act 1982 ("OIA").
- 13.2 Te Tūāpapa Kura Kāinga and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Agreement and the arrangements under it (e.g. relationship meeting minutes or correspondence).
- 13.3 Te Tūāpapa Kura Kāinga will, where possible, notify the Governance Entity and seek its views before releasing any information relating to this Agreement or the arrangements under it. To avoid doubt, any comments the Governance Entity wishes to make must be

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### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

provided to Te Tūāpapa Kura Kāinga in a timely fashion, so that Te Tūāpapa Kura Kāinga is able to meet the statutory timeframes for responding to the relevant request for information.

#### 14 DISPUTE RESOLUTION

14.1 If a dispute arises in relation to this Agreement that cannot be resolved by the contact persons at clauses 10.1 and 10.2 it shall be escalated to their respective managers to resolve. If the managers are unable to resolve the problem at an operational level, then the matter shall be escalated to the Chief Executives of the Parties.

#### 15 REVIEW

15.1 The Parties may agree to review the operation of this Agreement from time to time.

#### 16 AMENDMENT

16.1 The Parties may agree in writing to vary the provisions of this Agreement.

## DOCUMENTS

### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

**SIGNED** for and on behalf of [the trustee of      )  
GOVERNANCE ENTITY by the Chair] in      )  
the presence of:      )  
                            )

\_\_\_\_\_  
Signature of Witness

[NAME]  
Chair

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for an on behalf of **TE TŪĀPAPA**      )  
**KURA KĀINGA** by the Chief Executive      )  
in the presence of:      )  
                            )

\_\_\_\_\_  
Signature of Witness

Brad Ward  
Acting Chief Executive

\_\_\_\_\_  
Witness Name

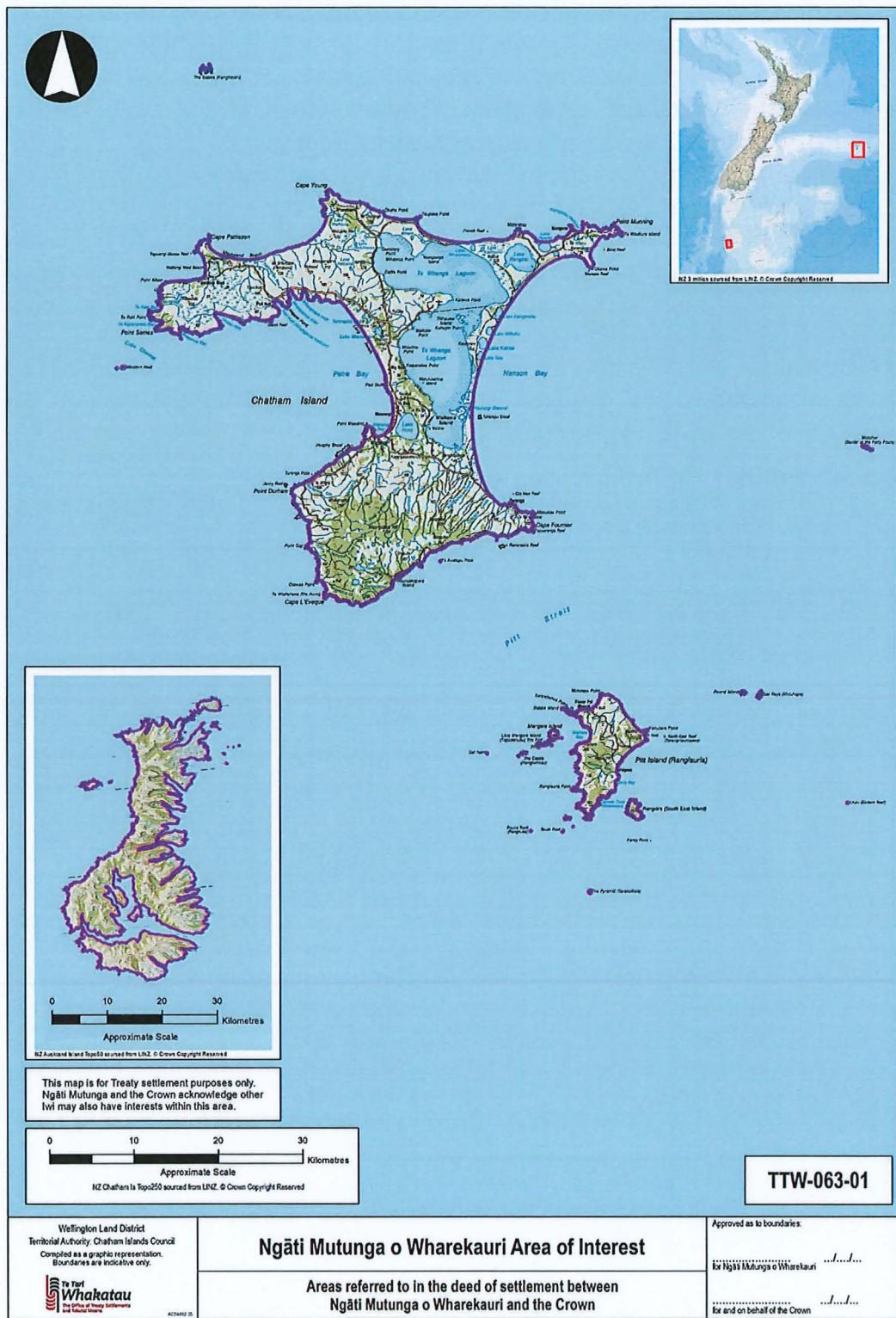
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Occupation

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Address

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### 5.3: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF HOUSING AND URBAN DEVELOPMENT -TE TŪĀPAPA KURA KĀINGA

## APPENDIX A – NGĀTI MUTUNGA O WHAREKAURI AREA OF INTEREST



DOCUMENTS

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**5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES**

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**5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES**

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5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

[PARTNERSHIP AGREEMENT

Between

NGĀTI MUTUNGA O WHAREKAURI

and

KĀINGA ORA – HOMES AND COMMUNITIES

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

#### [TIMATA]

[A karakia/tauparapara could be included here by Ngāti Mutunga o Wharekauri]

#### 1. PARTIES AND PURPOSE

- 1.1 The Parties to this Partnership Agreement are:
  - (a) [PSGE], being the post settlement governance entity for Ngāti Mutunga o Wharekauri; and
  - (b) Kāinga Ora – Homes and Communities (Kāinga Ora) a Crown entity established under Section 8 of the Kāinga Ora – Homes and Communities Act 2019.
- 1.2 The purpose of this agreement is to establish a framework to enable the parties to maintain a positive and enduring working relationship.

#### 2. NGĀTI MUTUNGA O WHAREKAURI STATEMENT OF ASPIRATIONS AND VALUES

- 2.1 The vision of the iwi is that the Treaty Settlement will contribute to the development and support of a healthy and economically sustainable community of Ngāti Mutunga o Wharekauri people on Wharekauri that continues to strengthen and deepen the cultural connections between Ngāti Mutunga o Wharekauri and the rohe of Wharekauri for ever. This vision is captured by an analogy of maintaining and expanding a whare for the iwi that is supported by four pillars (pou).

##### **Nga Pou o te Hanga Whare o Ngāti Mutunga o Wharekauri**

- **Tatou Ake** (focus on our iwi)
- **Herenga Moana, Herenga Motu, Herenga Tangata** (reconnection to sea, land and people)
- **Ngāti Mutungatanga** (cultural revitalisation and development)
- **Hanga te Whare o Ngāti Mutunga** (economic development)

In turn, these strong pillars and the whare they support form a place of iwi unity, iwi identity, iwi growth and development and the ongoing expression of te tino rangatiratanga by Ngāti Mutunga o Wharekauri.

- **Kia mana te tupu o Ngāti Mutunga**

*Hei paihere i te rangatiratanga me te oranga o te iwi.*

This speaks to the ongoing and certain growth of Ngāti Mutunga o Wharekauri, united and self-determining for our long- term wellbeing.

## 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- **Mutunga tuputupu nunui, Mutunga tuputupu roroa, Mutunga rau tāpatu**

This speaks to the growth and dynamism of Ngāti Mutunga o Wharekauri and captures the desire for Ngāti Mutunga o Wharekauri uri to be united, strong in our identity, to grow together and for Mutungatanga to be widespread among our whānau.

- **Mutunga reo tuku, Mutunga mouri ora**

This reflects the importance of our reo, our mita and our voice (influence) to provide life and wellbeing.

2.2 The vision of the iwi is for the development and support of a healthy and economically sustainable community of Ngāti Mutunga o Wharekauri people on Wharekauri that continues to strengthen and deepen the cultural connections between Ngāti Mutunga o Wharekauri and the rohe of Wharekauri for ever.

2.3 The comfortable, safe and affordable housing of that Iwi community, which comprises all ages and roles, is integral to the realisation of that vision. A strategy and programmes that can meet those diverse housing needs requires a closer relationship between Ngāti Mutunga o Wharekauri and the Crown than has been recorded in the Agreed Historical Account which recognised historical reasons contributing to the existing deficit in quantity and

2.4 The relationship between Kāinga Ora – Homes and Communities and Ngāti Mutunga o Wharekauri must take as a starting point the unique challenges of establishing and maintaining adequate housing on Wharekauri including the lack of infrastructure, high construction costs, harsh environment, lifestyle demands and the particular lending policies of private sector house finance providers. Our aspiration is that the purpose of this partnership is to collaboratively overcome these unique challenges rather than to succumb to them.

2.5 The aspirations of Ngāti Mutunga o Wharekauri are that the effective and enduring relationship between Kāinga Ora – Homes and Communities and Ngāti Mutunga o Wharekauri will ensure:

- a) There is urgency in responding to responding to the limited housing supply within the rohe of Ngāti Mutunga o Wharekauri.
- b) There are resources and opportunities available for Ngāti Mutunga o Wharekauri PSGE to lead affordable and safe housing solutions – suitable for the people and the entire community.
- c) There are local solutions for people experiencing homelessness within the rohe of Ngāti Mutunga o Wharekauri including adequate supply of public housing and affordable rentals.
- d) There is support for providers of services to respond to both the physical realities of being without a home, and also to the cultural, emotional and spiritual disconnection from kāinga and whenua; and

## DOCUMENTS

### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- e) There is support for the Ngāti Mutunga o Wharekauri PSGE to develop its capacity and capability to work across the housing sector in a way that responds effectively to suit the needs of Ngāti Mutunga o Wharekauri people within the rohe with a particular focus on accessibility to suitable housing in remote areas, building resilience and adapting to the impacts of climate change including rising sea-levels or coastal inundation and housing affordability.

### 3. KĀINGA ORA VALUES

- 3.1 Kāinga Ora – Homes and Communities is a special name and it's significant because of the mahi it is set up to do and the new ways it is being expected to do it, by working in partnership with Māori. To Kāinga Ora –
  - (a) Kāinga Ora is about a home, rather than a whare (house).
  - (b) Kāinga Ora is about well-being.
  - (c) Kāinga Ora means: wellbeing through places and communities.
- 3.2 When discussions for this Agreement began, the 2023-24 Statement of Performance Expectations set out what activities Kāinga Ora will undertake for the year. It refers to Te Rāutaki Māori o Kāinga Ora: Kāinga Ora Māori Strategy 2021-2026 and Kāinga Ora Strategy 2030, where Māori are given prominent focus.
- 3.3 In addition, the Ministry of Housing and Urban Development's Whai Kāinga Whai Ora was established to work with iwi and hapū to build new homes for whānau. These strategies lay a foundation for the expression and realization of Māori aspirations for housing. Co-designing Te Rautaki Māori demonstrates and prioritises Partnership under te Tiriti o Waitangi.
- 3.4 The Values of Rautaki Māori include:
  - (a) Mana Motuhake: Māori autonomy
  - (b) Te Tiriti o Waitangi: Māori and Crown partner to deliver better outcomes for whānau
  - (c) He kura kāinga, he kura whānau: Whānau at the centre
  - (d) He waka hourua: Authentic and equitable partnerships
  - (e) Kia manawaroa: Persistence and resilience
  - (f) He mana tō te kupu: Consistent and timely follow-through
- 3.5 The goals of te Rautaki Māori o Kāinga Ora are:
  - (a) All Māori are housed in safe and affordable homes
  - (b) Significant and efficient scaling of increased housing options for Māori
  - (c) Māori-led solutions to Māori issues with the support of government

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#### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

3.6 Kāinga Ora must act consistently with a set of operating principles that includes working with iwi and Māori to build and support genuine, meaningful and enduring partnerships that enable opportunities for Māori to both lead, deliver and contribute to housing solutions on their whenua, and to participate in urban development projects.

3.7 During this time of change, our Interim Strategic Direction guides our organisational decision-making until we have the certainty around our settings to enable the evolution of our broader strategic framework. Our focus is on delivering our core functions, our commitments, and cost savings.

3.8 We have six key activity areas including:

- (a) Delivering our build programme
- (b) Optimising our operating model
- (c) Optimising the use of our assets
- (d) Strengthening management of rent debt and disruptive behaviour
- (e) Delivering our funded urban development functions
- (f) Delivering to budget

3.9 We will focus our resource and activity in the near-term on delivering our build programme. That means we will deliver in line with planning intentions, within our financial metrics, and using the method that makes the most commercial sense (highest and best use) in that location.

3.10 When undertaking that activity, we will use our legislative obligations to support and enhance our partnerships with iwi groups when we intend to divest a property subject to RFR.

#### 4. ROLES AND RESPONSIBILITIES

4.1 The Parties acknowledge that they are at the starting point of what is intended to be an enduring relationship. Both Parties agree to work towards developing a mutually beneficial relationship that is shown in meaningful and easy dialogue. To hasten that work, Kāinga Ora sets out here its purpose and focus areas.

4.2 The current vision of Kāinga Ora is ‘: Building better, brighter homes, communities and lives’. The core purpose of Kāinga Ora as an organisation is to make a positive difference in people’s lives.

4.3 The relationship Kāinga Ora has with Māori is bound by existing district and other administrative boundaries of central and local government which cross Māori rohe (i.e. geographic area of interest).

4.4 Kāinga Ora is working towards its focus areas of:

*Tenancy Management and Urban Development*

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- (a) Kāinga Ora provides tenancy services to nearly 200,000 customers and their whānau and owns, manages and maintains some 70,000 public houses while also providing home ownership products on behalf of the Crown. Kāinga Ora is focusing on prioritising customers' wellbeing, and provide customers with good quality, warm, dry and healthy homes.
- (b) Kāinga Ora is also focused on delivering quality urban developments that connect homes with jobs, transport, open spaces and the facilities that communities need. This includes accelerating the availability of build-ready land, and building a mix of housing including public housing, affordable housing, homes for first home buyers and market housing of different types, sizes and tenures.

#### *Partnering*

- (c) Kāinga Ora cannot do this alone. Kāinga Ora partners with others, including councils, government agencies, local government, Māori, infrastructure providers, private developers, and community housing providers. Kāinga Ora will enable and complement, rather than compete with, the private market. One of the key functions is to understand, support and enable Māori aspirations for urban development. This means operating in a way that provides for early and meaningful engagement with Māori when doing urban development, understanding Maori perspectives and the active pursuit of opportunities for Māori to participate in urban development.

#### *Kāinga Ora relationship with other key Crown organisations*

- 4.5 Kāinga Ora and the Ministry of Housing and Urban Development have complementary roles in housing and urban development. The Ministry is responsible for leadership in the housing and urban development system, policy, monitoring and advising the Government on strategic direction. Kāinga Ora also works closely with the Ministry of Social Development, which is responsible for working with people who need housing, income and employment support and helping people access and sustain long-term accommodation, and help meet the cost of short-term, emergency accommodation.

## 5. BACKGROUND AND PURPOSE

- 5.1 Under the Deed of Settlement dated [X] between [PSGE] and the Crown (the "Deed of Settlement"), the Parties agreed to develop an agreement to facilitate improvements to the wellbeing of the whānau and hapū of Ngāti Mutunga o Wharekauri.

- 5.2 The purpose of this partnership agreement is to:

- (a) acknowledge the importance of Ngāti Mutunga o Wharekauri values as a basis for resetting the relationship between Ngāti Mutunga o Wharekauri and the Crown;
- (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting

## DOCUMENTS

### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

Kāinga Ora – Homes and Communities with Ngāti Mutunga o Wharekauri;

- (c) facilitate revitalisation of Ngāti Mutunga o Wharekauri through support in the development and implementation of the Ngāti Mutunga o Wharekauri social transformation strategy.

5.3 To this end, the Parties agree:

- (a) the success of their relationship depends on developing a values-based relationship of mutual understanding and respect, informed and underpinned by Ngāti Mutunga o Wharekauri values o Waitangi/Treaty of Waitangi; and
- (b) therefore, in good faith, to give life to Ngāti Mutunga o Wharekauri values as set out in this agreement.

### 6. PARTNERSHIP AND RELATIONSHIP PRINCIPLES

6.1 The Parties also agree that their engagement will also demonstrate the following relationship and partnership principles:

- (a) upholding the spirit of Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (c) working together in co-operation and collaboration, including acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability;
- (d) working with a 'no surprises' approach by ensuring early engagement on issues of known mutual interest;
- (e) acknowledging that the relationship is flexible and evolving;
- (f) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise;
- (g) respecting the independence of the Parties and their individual roles and responsibilities;
- (h) give effect to the principles of Māori data sovereignty and Ngāti Mutunga o Wharekauri rights and interests in mātauranga Māori and data; and
- (i) ensuring accountability for agreed decisions and actions through monitoring and review.

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**5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES**

**7. NGĀTI MUTUNGA O WHAREKAURI ASPIRATIONS FOR THE RELATIONSHIP WITH KĀINGA ORA – HOMES AND COMMUNITIES**

7.1 Ngāti Mutunga o Wharekauri enters into this Partnership Agreement with Kāinga Ora – Homes and Communities with the following aspirations for the relationship to:

- (a) uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown and other Crown agencies across all levels and where appropriate, management levels;
- (b) ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Mutunga o Wharekauri as it is foundational to revitalisation of Ngāti Mutunga o Wharekauri;
- (c) recognise Ngāti Mutunga o Wharekauri values as basis for resetting the relationship between Ngāti Mutunga o Wharekauri and the Crown; and
- (d) support development and implementation of the social transformation strategy.

7.2 Ngāti Mutunga o Wharekauri's intent is that the work programmes that arise from the Partnership Agreement will contribute to realising outcomes:

- (a)

**8. ENGAGEMENT**

8.1 The Parties will work together in good faith to identify where a policy or programme within Kāinga Ora responsibilities will have a direct impact on Ngāti Mutunga o Wharekauri.

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

- (a) attend an **annual strategic relationship hui** as set out in clauses [x to x]
- (b) progress work on agreed mutual priorities through **operational level engagement** as set out in clauses [x to x]
- (c) collaborate and develop a **work plan** as set out in clauses [x to x]

8.3 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

*ANNUAL STRATEGIC RELATIONSHIP HUI*

8.4 The Parties agree that a senior representative of the Governance Entity and Kāinga Ora will participate in an annual relationship meeting;

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- 8.5 The Kāinga Ora – Homes and Communities representative at the annual relationship meeting will be a member of the Kāinga Ora – Homes and Communities, who is delegated to make decisions on behalf of Kāinga Ora – Homes and Communities.
- 8.6 Before each relationship meeting held in accordance with clause [x], representatives of the Governance Entity and Kāinga Ora – Homes and Communities will agree to administrative arrangements for the meeting including the agenda.
- 8.7 Agenda items should include:
  - (a) the annual workplan for the Kāinga Ora – Homes and Communities including any legislative or policy developments of interest to or affecting the interests represented by the Governance Entity;
  - (b) considering ways to provide for decision making opportunities for Ngāti Mutunga o Wharekauri;
  - (c) discuss and agree priority initiatives or areas of collaboration that will strengthen the health of the relationship between Parties and support work on mutual priorities;
  - (d) review of any work plan developed under clause [x];
  - (e) any other matters of mutual interest; and
  - (f) next steps, including any further meeting dates required to review aspects of the Kāinga Ora work programme or any new policies or processes that may be of interest to the Governance Entity.
- 8.8 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 8.9 The first relationship meeting will take place within [three] months of a written request by the Governance Entity.
- 8.10 The Parties may, over certain periods of time, mutually agree not to hold annual relationship meetings.

### *OPERATIONAL LEVEL ENGAGEMENT*

- 8.11 The Parties agree that ongoing engagement is needed to operationalise the work plan developed as set out in clauses [x to x].
- 8.12 Operational level engagement will involve:
  - (a) coordinating the organisation of the annual strategic relationship hui;
  - (b) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
  - (c) mitigating issues and risks;
  - (d) explore further opportunities for collaboration as they arise;

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- (e) working with Governance Entity to identify matters that are subject to engagement; and
- (f) monitoring progress against agreed indicators.

#### WORK PLAN

- 8.13 As a result of the annual relationship meetings, held in accordance with clause [x], and as part of other relationship meetings held in accordance with clause [x], the Parties may develop a work plan. [Parties to negotiate frequency and/or process eg not less than every two years...]
- 8.14 The Parties may be interested to include, but are not limited to, the following projects and topics in the work plan:
  - (a) considering ways to provide for decision making opportunities for Ngāti Mutunga o Wharekauri;
  - (b) considering opportunities to collaborate on issues and initiatives of mutual priority;
  - (c) sharing information which is of mutual benefit;
  - (d) creating opportunities for increased learning and capacity building;
  - (e) setting out a timetable and milestones for delivering on any agreed commitments;
  - (f) confirming the responsibilities for the Parties to meet any agreed commitments; and
  - (g) setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of agreed indicators.
- 8.15 When developing work plans under this agreement, Kāinga Ora – Homes and Communities may invite any other party to be involved in discussions about the work plan. Kāinga Ora – Homes and Communities will engage with the [Governance Entity] before issuing any such invitation.
- 8.16 Work plans will be mutually agreed by Ngāti Mutunga o Wharekauri and Kāinga Ora – Homes and Communities and will reflect the priorities, resources and the specific functions and duties of the Parties.
- 8.17 The Parties have agreed the following topics are priority for initial discussions, and may result in an initial work plan:
  - (a) building capability through intern and recruitment opportunities;
  - (b) developing data sharing opportunities to support monitoring;
- 8.18 Monitoring of agreed indicators will inform development and review of the work plan.

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

#### 9. COLLABORATIVE AGENCY FORUM

- 9.1 The Collaborative Agency Forum is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work on cross-cutting issues collaboratively where it is mutually beneficial to do so, on matters of common interest within the rohe of Ngāti Mutunga o Wharekauri.
- 9.2 Kāinga Ora may participate in the activities of the Collaborative Agency Forum when it is in the mutual interests of Kāinga Ora and the Governance Entity to do so.

#### 10. INFORMATION SHARING

- 10.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 10.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and Kāinga Ora will use their best endeavours to share information in relation to, but not limited to:
  - (a) information related to services funded by the Crown and / or Kāinga Ora within the Ngāti Mutunga o Wharekauri [area of interest/relationship];
  - (b) aggregated and anonymised data about people who are public housing tenants, ideally who identify as a descendant of Ngāti Mutunga o Wharekauri or, otherwise who reside in the Ngāti Mutunga o Wharekauri area of [interest/relationship/settlement redress];
  - (c) employment and labour market intelligence (including any potential opportunities for joint initiatives); and
  - (d) data on outcomes and indicators in the Ngāti Mutunga o Wharekauri area of [interest/relationship/settlement redress].

#### 11. COMMUNICATION

- 11.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
  - (a) engaging in accordance with clause [x] of this agreement;
  - (b) information sharing in accordance with clause [x];
  - (c) maintaining information on the Parties' office holders, their work addresses and work contact details;
  - (d) providing a primary contact at Kāinga Ora for the Governance Entity who will act as a liaison person with other Kāinga Ora people;
  - (e) providing reasonable opportunities for the Governance Entity to meet with senior people of Kāinga Ora to discuss and (if possible) resolve any issues that may arise;

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- (f) informing relevant Kāinga Ora people of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for the Governance Entity to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to the Governance Entity on any decision that is made that relates to the agreement.

### 12. CONTACTS

- 12.1 The contact person for Kāinga Ora for all matters relating to this Relationship Agreement is:
  - (a) Paul Commons, DCE Southern, Christchurch; and
  - (b) Anj [xx] [from Te Kurutao], Southern, Christchurch (or equivalent).
- 12.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the [Chief Executive] of the Governance Entity.
- 12.3 The contact persons named in clauses 12.1 and 12.2 may change from time to time and Kāinga Ora and the Governance Entity agree to update each other as and when this occurs.

### 13. OFFICIAL INFORMATION

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

### 14. RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 14.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

- 14.2 In accordance with the principles described in clause [x], nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 14.3 The commitments of Kāinga Ora under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Kāinga Ora and of the government of the day.
- 14.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.
- 14.5 For the avoidance of doubt, this relationship agreement is not legally binding on parties to this relationship agreement and will not commit or restrain any legal rights or obligations or functions, duties and powers of Ministers, Chief Executives, Boards of Crown Entities and officials, nor will it be contrary to public finance policy.

### 15. SPECIAL CONDITIONS

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

### 16. REVIEW AND AMENDMENT

- 16.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 16.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 16.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause [xx] and may sign a variation to this Relationship Agreement which will take effect [upon signing]. The Parties may agree in writing to review or vary the provisions of this agreement.

### 17. DISPUTE RESOLUTION PROCESS

- 17.1 If a dispute arises in connection with this agreement, a meeting will be convened between the [Governance Entity] and Kāinga Ora within [two weeks] of dispute arising (or as otherwise agreed by the Parties). At the meeting every effort will be made in good faith to resolve matters directly with each other and within a reasonable timeframe and to endeavour to find a resolution to the matter. (This initial stage may involve more than one meeting.)
- 17.2 If the dispute is not resolved after following the process above, and the parties agree that the matter is of such significance that it requires escalation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Chief Executive of Kāinga Ora.

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## 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

17.3 Where the dispute has not been resolved within [one month] (or as otherwise agreed by the Parties) through a meeting under [clause 15.2] then a party may require the dispute to be referred to mediation as follows:

- (a) the party seeking the dispute to be referred to mediation must provide written notice outlining the reasons for seeking mediation to the other party or parties.
- (b) the Parties will seek to agree upon a mediator and, failing agreement within [15 working days] of the date of the notice described in [clause xx], a mediator will be appointed by the Tumuaki of Te Hunga Rōia Māori o Aotearoa. If, for any reason, this is not possible, a mediator will be appointed by President of the New Zealand Law Society. The mediator will be:
  - (i) familiar with tikanga based dispute resolution; and
  - (ii) independent of the dispute.
- (c) the mediator will not have the power to determine the dispute but may offer

17.4 Unless otherwise agreed, where a mediator is appointed through the process described in [clause xx], the costs of the mediation will be met jointly by the Parties.

18 DEFINITIONS

**“the Area”** means the Ngāti Mutunga o Wharekauri Rohe/Area of Interest as defined at Appendix A

**“Settlement Date”** has the same meaning as in the Deed of Settlement

**SIGNED** for and on behalf of the )  
**KĀINGA ORA – HOMES AND COMMUNITIES** )  
in the presence of: )  
)

**Signature of Witness**

Witness Name

### Occupation

### Address

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

**SIGNED** by for and on behalf of the trustees of **[GOVERNANCE ENTITY]** by the Chair, in the presence of: ) ) ) \_\_\_\_\_

Chairperson/Deputy Chairperson

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Witness Name

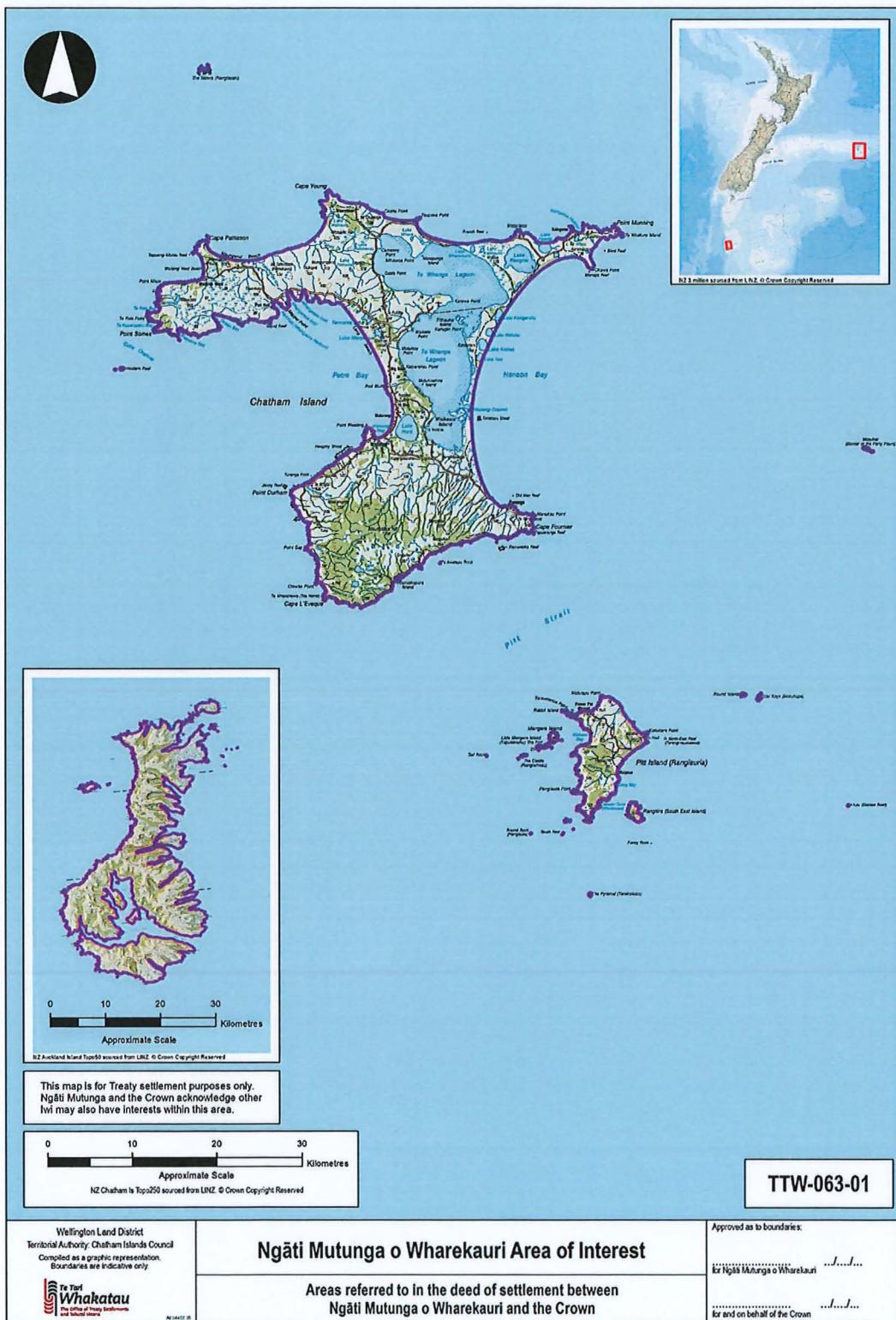
\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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### 5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

#### APPENDIX A – NGĀTI MUTUNGA O WHAREKAURI ROHE/AREA OF INTEREST



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5.4 RELATIONSHIP AGREEMENT WITH KĀINGA ORA – HOMES AND COMMUNITIES

APPENDIX – THE ROLE OF KĀINGA ORA – HOMES AND COMMUNITIES

[Placeholder if needed] ]

DRAFT rapid discussion

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### 5.5 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

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#### 5.5 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

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[Title]

### 1. Purpose

This Relationship Agreement formalises the relationship between the Ministry for the Environment (the “**Ministry**”) and [Ngāti Mutunga o Wharekauri governance entity] (the “[**governance entity**]”), and establishes a framework to enable these parties to maintain a positive and enduring working relationship.

### 2. Guiding Values

[Insert context as outlined on behalf of iwi]

The guiding values listed below are intended to guide how the Ministry and the [governance entity] will work together. These being:

[Insert values as outlined on behalf of iwi]

The Ministry and the [Iwi Entity] will whenever possible endeavour to conduct this relationship in a manner consistent with the above values.

The Ministry acknowledges that:

- [Insert acknowledgements sought by [Iwi Entity] and agreed by the Ministry]

### 3. Relationship Principles

In implementing the Relationship Agreement, the Ministry and the [Iwi entity] agree to act consistently with the following relationship principles:

- be guided by Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- work in a spirit of co-operation;
- ensure early engagement on issues of known mutual interest;
- operate a ‘no surprises’ approach;
- that the relationship is evolving, not prescribed;
- respect the independence of the parties and their individual mandates, roles and responsibilities;
- recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- [any relationship principles outlined by iwi]

### 4. Scope

This Relationship Agreement applies to all functions, powers, responsibilities and actions of the Ministry in relation to environmental management within, or that affect, the [Ngāti Mutunga o Wharekauri] Area of Interest as defined in the [Insert iwi and [Iwi Entity name]

and the Crown Deed of Settlement for Historical Claims, and attached as Appendix A to this Relationship Agreement.

The Relationship Agreement does not extend to the Ministry's role in appointing officials and statutory officers, and their roles and responsibilities.

The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

The commitments of the [Iwi entity] under this Relationship Agreement are limited to the extent that they are within the capability, resources and priorities of the iwi.

### 5. Communication

The Ministry will seek to establish and maintain effective and efficient communication with the [Iwi Entity] on a continuing basis through:

- (a) relationship meetings held in accordance with section 6.
- (b) providing a primary Ministry contact who will act as a liaison person with other Ministry staff who will:
  - (iii) follow up on any requests for information from the [Iwi entity];
  - (iv) ensure that the Ministry maintains up-to-date information on the [Iwi entity]'s office holders, and their addresses and contact details;
  - (v) act as a liaison person with other Ministry staff;
  - (vi) facilitate Ministry staff awareness and understanding of the contents of this Relationship Agreement and their responsibilities and roles under it; and
  - (vii) ensure that any actions arising from relationship meetings held under section 6 are appropriately recorded and assigned for follow-up.
- (c) providing reasonable opportunities for the [Iwi entity] to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
- (d) providing information in a timely manner on upcoming opportunities for submissions on legislative or policy developments of interest to Ngāti Mutunga o Wharekauri.

### 6. Relationship Meetings

It is intended that relationship meetings will be held on a biennial basis and include representatives of the [Iwi entity] and the Ministry.

The parties will agree the agenda before each relationship meeting. Agenda items could include:

- (a) any legislative or policy developments of interest to Ngāti Mutunga o Wharekauri, including but not limited to reform of the Resource Management Act 1991 ("RMA"), Climate Change Response Act 2002, freshwater issues, renewable energy, marine and

EEZ management and development of new resource management tools (in particular, national policy statements and national environmental standards);

- (b) opportunities for capability building, networking and training;
- (c) a discussion on the management of the waterways within [name of rohe] and participation in resource and freshwater management planning processes;
- (d) local authority performance (and training requirements) within [name of rohe] in implementing Te Tiriti o Waitangi / the Treaty of Waitangi provisions in the RMA; and
- (e) any other matters of mutual interest.

Each party will meet the costs and expenses of its representatives attending relationship meetings.

The first relationship meeting will take place within 3 months of a written request by the Trust, or earlier by mutual agreement.

Relationship meetings may be undertaken as part of a wider [Insert name of relationship forum if relevant] relationship forum by mutual agreement.

Other meetings may be held from time to time between Ministry staff and the [Iwi entity] as agreed.

## 7. Iwi Management Plans

If the [Iwi entity] requests it, the Ministry will support the development of an iwi management plan for Ngāti Mutunga o Wharekauri by providing advice, information and review.

Support provided by the Ministry will be technical in nature and does not include financial support.

## 8. Information Sharing

### Contestable funds

The Ministry administers a number of contestable funds that the [Iwi entity] may be interested in applying for to complete projects in the [Ngāti Mutunga o Wharekauri] Area of Interest. The Ministry will provide the [Iwi entity] with up-to-date information on funding rounds and funding criteria on request.

### Local Government Performance

The Minister for the Environment (the “Minister”) has the function of monitoring the effect and implementation of the RMA (refer section 24 RMA). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27 RMA).

The way in which the Ministry exercises these functions and powers varies from time to time. At the date of signing the Relationship Agreement, the Ministry, on behalf of the Minister,

surveys all local authorities about their processes under the RMA through the National Monitoring System (the NMS). The NMS includes questions relating to Māori participation.

The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.

Before each relationship meeting held under section 6 if requested by the [Iwi entity], the Ministry will provide the [Iwi entity] with:

- (a) access to the most recent published information from the NMS as may be relevant to [Ngāti Mutunga o Wharekauri]; and
- (b) details of any published state of the environment monitoring, as it relates to the [Ngāti Mutunga o Wharekauri] Area of Interest.

Capability building, networking opportunities and training

If requested, the Ministry will provide advice and information to the [Iwi entity] on training environmental commissioners, and how people endorsed by the [Iwi entity] can access this training.

### **9. Dispute Resolution Process**

If a dispute arises in connection with the relationship agreement, every effort will be made in good faith to resolve matters at the primary contact level within a reasonable timeframe to endeavour to find a resolution to the matter.

If this process is not successful, the matter may be escalated to a meeting between a member of the Ministry's Executive Leadership Team and a nominated representative(s) of the [Iwi entity] who will meet within a reasonable timeframe.

### **10. Official Information**

The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").

The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).

The Minister will notify the [Iwi entity] and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, the [Iwi entity] must provide any comments to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

### **11. Review and Amendment**

The parties may agree in writing to review, vary or terminate the provisions of this Relationship Agreement.

## DOCUMENTS

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**SIGNED** for and on behalf of the )  
[AGENCY/ENTITY] )  
in the presence of: )  
 ) \_\_\_\_\_

Signature of Witness

Witness Name

Occupation

Address

**SIGNED** by for and on behalf of the trustees )  
of [GOVERNANCE ENTITY] )  
by the Chair, in the presence of: )

Chairperson/Deputy Chairperson

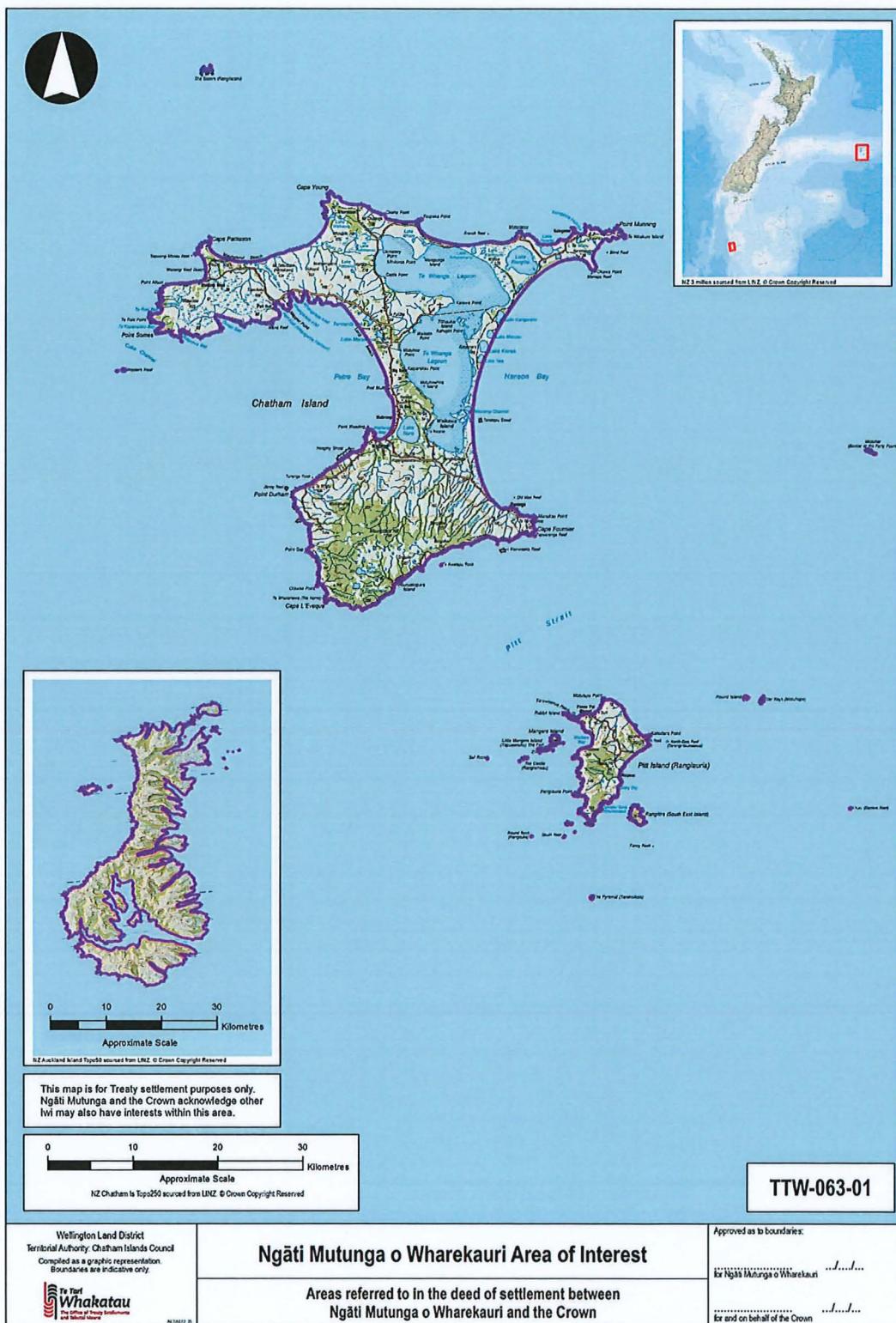
Signature of Witness

Witness Name

Occupation

Address

APPENDIX A – NGĀTI MUTUNGA O WHAREKAURI AREA OF INTEREST



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**6. NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION**

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### 6: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION



[Date]

Honiana Love  
«Role»  
Ngā Taonga Sound & Vision  
70 Molesworth Street  
Thorndon  
Wellington 6011

Tēnā koe Honiana

#### **Ngāti Mutunga o Wharekauri Treaty Settlement – Letter of introduction**

On [date] the Crown signed a Deed of Settlement with Ngāti Mutunga o Wharekauri to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The [name] Bill is scheduled to be introduced/first/second/third reading in the House on [date].

Please find a summary of the Ngāti Mutunga o Wharekauri Deed of Settlement attached as **Appendix One** for your information.

As part of the Ngāti Mutunga o Wharekauri settlement, the Culture and Heritage agencies ("Te Ara Taonga") and the post-settlement governance entity for Ngāti Mutunga o Wharekauri, [PSGE], entered into a relationship agreement called the Whakaaetanga Tiaki Taonga ("Whakaaetanga").

The Whakaaetanga records commitments relating to the care, management, access, use, development and revitalisation of Ngāti Mutunga o Wharekauri taonga and the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Mutunga o Wharekauri.

Ngā Taonga, as a charitable trust, is not a signatory to the Whakaaetanga but participates as one of the Te Ara Taonga agencies by actively engaging with other Culture and Heritage agencies work to support iwi and their taonga aspirations.

The Crown agreed to write this letter to formally introduce Ngā Taonga to [PSGE] as an invitation to develop a relationship with Ngāti Mutunga o Wharekauri similar to the Whakaaetanga, based on a mutually agreed set of principles for working together.

Ngāti Mutunga o Wharekauri is an iwi, whose area of interest covers the entire Chatham Islands, as shown in the attached map in **Appendix Two**. I attach a background statement prepared by

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### 6: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION

Ngāti Mutunga o Wharekauri in **Appendix Three**, which further describes who the people of Ngāti Mutunga o Wharekauri are and Ngāti Mutunga o Wharekauri values.

As a first step, I would appreciate it if you would contact Ngāti Mutunga o Wharekauri through [PSGE] to explore the best ways in which to engage in the future areas of mutual interest. The aim is to establish a healthy relationship between the two parties in light of Ngāti Mutunga o Wharekauri social, cultural and economic aspirations.

Contact details are:

[PSGE]

[name]

[email]

[Postal address]

If you have any further questions, please contact The Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau, at [tearawhiti.govt.nz](http://tearawhiti.govt.nz) or on 04 494 9800.

Nāku noa, nā

**[Name of Tumu Whakarae]**

**Tumu Whakarae – Chief Executive**

The Office of Treaty Settlements and Takutai Moana: Te Tari Whakatau

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6: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION

APPENDIX ONE: SUMMARY OF NGĀTI MUTUNGA O WHAREKAURI DEED OF SETTLEMENT

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**6: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION**

**APPENDIX TWO: NGĀTI MUTUNGA O WHAREKAURI AREA OF INTEREST**



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6: NGĀ TAONGA SOUND & VISION LETTER OF INTRODUCTION

APPENDIX THREE: NGĀTI MUTUNGA O WHAREKAURI VALUES

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**7. STATEMENT OF INTEREST IN SPECIFIED ISLANDS, ISLETS,  
AND REEFS**

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### 7: STATEMENT OF INTEREST IN SPECIFIED ISLANDS, ISLETS, AND REEFS

#### TE KAITIAKITANGA O NGĀTI MUTUNGA O WHAREKAURI

##### **Statement of Interests for Ngāti Mutunga o Wharekauri relating to islands, islets, and reefs.**

###### ***Occupation***

Ngāti Mutunga o Wharekauri migrated to Wharekauri in 1835 seeking to live under their own te tino rangatiratanga. Ngāti Mutunga o Wharekauri understand that their te tino rangatiratanga does not impinge on the interests of any other groups.

All of the islands, islets, and reefs of Wharekauri have special cultural and historical importance for Ngāti Mutunga o Wharekauri who were aware of the existence of the outlying islands and their respective toroa and tītī nesting grounds when deciding to migrate there. Before leaving Te Whanganui-a-Tara in 1835, rights over The Sisters (Rangitutahi), Pitt (Rangiauria) South East (Rangatira) and Mangere Islands had already been allocated to particular chiefs. Te Wharepa re-inforced his claim to Pitt and the surrounding islands by naming his new waka 'Rangiauria'. This is significant because, in contrast, the parallel agreement over land on Wharekauri was that rights over particular areas were to be determined only after Ngāti Mutunga o Wharekauri were established there.

The chiefly claims over the outer islands of Rangiauria such as Rangatira and Mangere were extensions of the chiefly interests over Rangiauria itself, confirmed by the takahi of 1836. The subsequent exercise of autonomy and self-determination reflected te tino rangatiratanga of Ngāti Mutunga o Wharekauri there. Ngāti Mutunga o Wharekauri exercised the responsibilities of kaitiakitanga and manaakitanga in accordance with tikanga weighing of the interests of present and future generations.

Neither Rangiauria nor its outer islands were the object of permanent settlement by Ngāti Mutunga o Wharekauri in the 1830s and 1840s and the takahi of those areas did not involve any conflict as they were uninhabited in 1836.

The practical exercise of te tino rangatiratanga initially entailed oversight and control of European whaling and farming activities. Rangatira was the site of a shore whaling venture with associated farming and trading activities. In 1841, 50 saxon merino sheep were introduced to Rangatira which later became an important foundation strain in Pitt and Chatham Island sheep farming. Although not resident on Wharekauri, the Ngāti Mutunga o Wharekauri rangatira Wharepa exercised rights energetically over Mangere and Rangatira and insisted that all activities there were subject to his approval. During an inspection trip Wharepa undertook around Pitt Island, Mangere and Rangatira (South East) in about 1845, he evicted a shore whaling gang from Rangatira. Wharepa also burned timber German missionaries had spent months cutting and pit-sawing at Waipaua on Pitt Island without his permission.

###### ***Birding and Fishing***

From the 1830s, Ngāti Mutunga o Wharekauri were regular visitors to Rangatira and Mangere and other locations on birding expeditions.

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### 7: STATEMENT OF INTEREST IN SPECIFIED ISLANDS, ISLETS, AND REEFS

The waka brought to Wharekauri were poorly suited for the task of birding on the smaller islets but were able to visit Rangatira and Mangere safely. However, all of the large waka towed to Wharekauri by the *Rodney* (including '*Rangiauria*') were destroyed by the *Herione* in 1838 as a reprisal for the loss of the French whaling vessel *Jean Bart*. After that time all birding expeditions were carried out in whaleboats, acquired by trade. These whaling boats were quite numerous as indicated by the destruction of 5 such boats at Owenga by the tsunami of 1868.

Ngāti Mutunga o Wharekauri autonomy meant that they conducted birding and fishing on the islands, islets, and reefs after 1835 in accordance with their te tino rangatiratanga. Evidence shows that some Ngāti Mutunga o Wharekauri birding expeditions included other residents of the Chatham Islands. There is evidence of traditional karakia of Ngāti Mutunga o Wharekauri and other participants being given before such expeditions.

#### **Customary Interests and Legal Title**

In 1870, the ownership of the entirety of Pitt Island was awarded by the Native Land Court to seven Ngāti Mutunga o Wharekauri rangatira. They were Wiremu Wharepa, Toenga te Poki, Hamuera Koteriki, Wiremu Naera Pomare, Apitea Punga, Remihana Tapae and Wi Tahuhi. Ngāti Mutunga o Wharekauri consider that the customary interests of these rangatira who were awarded titles extended out beyond the shores of Pitt Island to neighbouring islands, islets and reefs.

The Native Land Court issued legal titles to Ngāti Mutunga o Wharekauri for Rangitutahi in 1885, Motuhara (The 44s) in 1887, Mangere in 1900, Tapuaenuku in 1900 and Rangatira in 1900. By the early years of the 20<sup>th</sup> century, Inia Tuhata was the representative for the Ngāti Mutunga o Wharekauri owners of both Mangere and Rangatira.

All of the islands discussed above, except Mangere and Rangatira remain in Ngāti Mutunga o Wharekauri whanau ownership today. Rangatira remained in Ngāti Mutunga o Wharekauri whanau ownership until 1954 and Mangere until 1967. Ngāti Mutunga o Wharekauri consider the interests of the iwi do not override or replace the rights of the whānau owners.

Although the legal title to Rangatira and Mangere is held by the Crown today, their cultural and historical significance for Ngāti Mutunga o Wharekauri remains extremely high and undiminished. They were conquered by Ngāti Mutunga o Wharekauri in 1836, and, after the legal ownership of Ngāti Mutunga o Wharekauri was recognised by the Crown in 1900, remained in exclusive Ngāti Mutunga o Wharekauri ownership for approximately 54 and 67 years respectively.

These islands are auspicious conservation areas of national significance - home to many endangered Chatham Island species including the Chatham Island Black Robin. Ngāti Mutunga o Wharekauri are very mindful that these two islands are fragile areas prone to erosion, damage from storm action and invasion by pests. For instance, it was Ngāti Mutunga o Wharekauri who, in 1915/16 eliminated the wild goat population on Rangatira which had been there since the abandonment of a shore whaling station in the 1840s.

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### 7: STATEMENT OF INTEREST IN SPECIFIED ISLANDS, ISLETS, AND REEFS

#### ***Sheep Farming***

The permanent settlement of these two islands by Ngāti Mutunga o Wharekauri persons occurred in association with sheep farming from the mid nineteenth century to mid-twentieth century. For instance, Thomas McClurg leased Rangatira for a 16-year term in 1915 for sheep grazing from his uncle, Inia Tuhata who was also acting as trustee for May Inia, alias Te Haumarewa, Edmond Inia alias Tiaki, Toenga Inia alias Kake and Rere Tawhangawhanga. He, his wife Bertha Paynter and his family lived part-time on Rangatira and the remainder at their main residence in Rangiauria. Their daughter Lucy Dora McClurg was born on Rangatira on 7.8.1923 (died Christchurch 25.8.1946 of tuberculosis). This is the only recorded birth on Rangatira since the 1840s (and may be the last).

The Hough whānau of Ngāti Mutunga o Wharekauri were early pioneers of farming on Mangere Island.

#### **Significance for the mana and reputation of Ngāti Mutunga o Wharekauri**

The exercise of te tino rangatiratanga and kaitiakitanga on Mangere, Rangatira, and islands, provided resources that helped underpin the exercise of manaakitanga both on and off Wharekauri, upholding the mana of the iwi and its reputation within Taranaki and Te Ao Māori. In the 1870s and 80s most Ngāti Mutunga o Wharekauri (with the notable exception of Rakatau) were committed supporters of Te Whiti and the Parihaka community. Those Ngāti Mutunga o Wharekauri who remained on Wharekauri and those who managed to find their way back there in the 1870s and 80s were strong supporters of Parihaka sending enormous quantities of food to Parihaka. As well as preserved birds (tītī, albatross and duck) large quantities of duck and albatross feathers were also sent for mattress stuffing. Most symbolically, three soft white feathers taken from under the wing of the albatross were adopted by Te Whiti as the Raukura that together signify "Glory to God on High, Peace on Earth and Goodwill to all Mankind". The raukura is the badge of the followers of Te Whiti to this day.

The raukura is an example of how the customary and cultural significance of the connections between Mangere, Rangatira and the other small islands and islets of Wharekauri are not just a legacy of kaitiakitanga and customary gathering of food also but symbolize more deeply the triumphs and tragedies of a unique iwi history that provide the living threads of Ngāti Mutunga o Wharekauri identity today and in the future.

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**8. RIGHT OF FIRST REFUSAL DEED OVER QUOTA**

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**DOCUMENTS**  
**8: QUOTA DEED**

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**BETWEEN**

**Xxx (the Governance Entity).**

**AND**

**HER MAJESTY THE QUEEN** in right of New Zealand acting by the Minister for Oceans and Fisheries (the **Crown**).

**BACKGROUND**

- A. xxx and the Crown are parties to a deed of settlement to settle the Historical Claims of dated [date of the Deed of Settlement] (the **Deed of Settlement**).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over certain Quota.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
  - by the Crown in satisfaction of its obligations referred to in clauses 6.8 of the Deed of Settlement; and
  - by the Governance Entity in satisfaction of its obligations under clause 6.9 of the Deed of Settlement.

**IT IS AGREED** as follows:

**1. THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND**

- 1.1 This Deed applies only if, during the period of 50 years from the Settlement Date:
  - 1.1.1 the Minister of Fisheries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and
  - 1.1.2 the Minister of Fisheries nominates that species as an 'applicable species', meaning one to which the Governance Entity wishes to have a right of first refusal (**RFR**); and
  - 1.1.3 the Minister of Fisheries sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a **TACC**) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the RFR Area (an **Applicable TACC**).

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**8: QUOTA DEED**

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**2. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC**

2.1 This Deed applies only to Quota (Applicable Quota) that:

2.1.1 relates to an Applicable TACC; and

2.1.2 has been allocated to the Crown as either:

(a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or

(b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

**3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY**

3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase the Required Minimum Amount or more of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

**4. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED**

4.1 Where:

4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[ \frac{2}{5} \times \frac{1}{2} \times A \right]$$

4.2 Where:

**DOCUMENTS**  
**8: QUOTA DEED**

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- 4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and
- 4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of } \left[ \frac{2}{5} \times \frac{1}{2} \times C \right] \text{ or } \left[ \frac{1}{2} \times B \right]$$

- 4.3 For the purposes of this clause:

“A” is the total amount of Quota relating to the relevant Applicable TACC;

“B” is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

“x” is the Required Minimum Amount of Applicable Quota to be offered.

## **5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA**

### **Crown must give RFR Notice**

- 5.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an RFR Notice) to the Governance Entity which offers to sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice. The Crown may withdraw an RFR Notice.

### **Crown has no obligation in relation to balance of Applicable Quota**

- 5.2 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

## **6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY**

- 6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

- 6.1.1 by notice in writing to the Crown; and

**DOCUMENTS**  
**8: QUOTA DEED**

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6.1.2 by the relevant Expiry Date.

**7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY**

7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date,

the Crown:

7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but

7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, within the two year period, give written notice to the Governance Entity of that fact and disclose the terms of that agreement, and the iwi would have the opportunity to match that price and terms;

7.1.5 If, having rejected the iwi bid made under its RFR, does not obtain a higher bid from another party for the quota within the two year period, the Crown is obliged to sell the quota to iwi at the original price bid; but

7.1.6 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

**8. RE-OFFER REQUIRED**

8.1 If:

8.1.1 the Crown gives the Governance Entity an RFR Notice; and

8.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

**DOCUMENTS**  
**8: QUOTA DEED**

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8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

**9. EFFECT OF THIS DEED**

9.1 Nothing in this Deed will require the Crown to:

- 9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;
- 9.1.2 introduce any of the Applicable Species into the Quota Management System.

9.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

- 9.3.1 any requirement at common law or under legislation that:
  - (a) must be complied with before any Applicable Quota is sold to the Governance Entity; or
  - (b) the Crown must Sell the Applicable Quota to a third party; and
- 9.3.2 any legal requirement that:
  - (a) prevents or limits the Crown's ability to Sell the Applicable Quota to the Governance Entity; and
  - (b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

**DOCUMENTS**  
**8: QUOTA DEED**

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**10. THIS DEED DOES NOT APPLY IN CERTAIN CASES**

10.1 Neither clause 3 nor clause 5.1 apply, if the Crown is Selling Applicable Quota to the Governance Entity.

**11. TIME LIMITS**

11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.

11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

**12. ENDING OF RIGHT OF FIRST REFUSAL**

**RFR for a particular fishstock ends on Sale which complies with this Deed**

12.1 The obligations of the Crown set out in this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

**RFR ends after 50 years**

12.2 The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.

**13. NOTICES**

13.1 The provisions of this clause apply to Notices under this Deed:

**Notices to be signed**

13.1.1 the Party giving a Notice must sign it;

**Notice to be in writing**

13.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

**Addresses for notice**

13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

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The Crown:

Governance Entity:

The Solicitor-General  
Crown Law Office  
Level 3, Justice Centre  
19 Aitken Street  
(PO Box 5012)  
WELLINGTON

Facsimile No: 04 473 3482

**Delivery**

13.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

**Timing of delivery**

13.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or
- (c) sent by facsimile will be treated as having been received on the day of transmission; and

**Deemed date of delivery**

13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

**14. AMENDMENT**

14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

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**15. NO ASSIGNMENT**

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

**16. DEFINITIONS AND INTERPRETATION**

**Definitions**

16.1 In this Deed, unless the context otherwise requires:

**Applicable Quota** means Quota of the kind referred to in clause 2;

**Applicable Species** means a species which the Minister of Fisheries nominates as one to which the Governance Entity wishes to have a right of first refusal (RFR), under circumstances set out in clause 1;

**Applicable TACC** has the meaning given to that term by clause 1.1.2;

**Business Day** means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Chatham Islands and Wellington;

**Crown** has the meaning given to that term by section 2(1) of the Public Finance Act 1989;

**Deed** means this Deed giving a right of first refusal over Shellfish Quota;

**Deed of Settlement** has the meaning given by clause A of the Background to this Deed;

**Expiry Date**, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by the Governance Entity;

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

**Individual Transferable Quota** has the same meaning as in section 2(1) of the Fisheries Act 1996;

**Minister of Fisheries** means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

**Party** means the Governance Entity or the Crown;

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**Provisional Individual Transferable Quota** has the same meaning as under section 2(1) of the Fisheries Act 1996;

**Quota** means quota under the Fisheries Legislation in relation to an Applicable Species (being a species referred to in clause 1);

**Quota Management Area** means any area declared by or under the Fisheries Legislation to be a quota management area;

**Quota Management System** means a quota management system established under Part IV of the Fisheries Act 1996;

**Quota Share** has the same meaning as in the Fisheries Act 1996;

**Required Minimum Amount**, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

**RFR Area** means the area identified in the map included in schedule 1; and

**RFR Notice and Notice** means a notice under clause 5.1;

**Sell** means to transfer ownership of Quota for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

**Settlement Date** means the date which is 40 Business Days after the Deed of Settlement becomes unconditional;

**Total Allowable Commercial Catch** or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

16.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

#### **Interpretation**

16.3 In the interpretation of this Deed, unless the context requires otherwise:

- 16.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;
- 16.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;
- 16.3.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

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- 16.3.4 the singular includes the plural and vice versa;
- 16.3.5 words importing one gender include the other genders;
- 16.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 16.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.3.8 a reference to a schedule is a schedule to this Deed;
- 16.3.9 a reference to a monetary amount is to New Zealand currency;
- 16.3.10 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 16.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.3.12 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 16.3.13 where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 16.3.14 a reference to time is to New Zealand time.

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**SIGNED** as a Deed on [*Insert date*]

**SIGNED** by [*Name of trustee*] as a [*trustee of the governance entity*], in the presence of:

---

[*Name of trustee*]

Signature of Witness:

---

Name:

---

Occupation:

---

Address

---

**SIGNED** by [*Name of trustee*] as a [*trustee of the governance entity*], in the presence of:

---

[*Name of trustee*]

Signature of Witness:

---

Name:

---

Occupation:

---

Address

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**SIGNED** by [Name of trustee] as a [trustee of the governance entity], in the presence of:

---

[Name of trustee]

Signature of Witness:

---

Name:

---

Occupation:

---

Address

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**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN** in right of  
New Zealand by the Minister of Fisheries,  
in the presence of:

---

The Hon [Name of Minister]

Signature of Witness:

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Name:

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Occupation:

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Address

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SCHEDULE 1 – MAP OF RFR AREA

