

**NGATI POROU**

**and**

**TE RUNANGANUI O NGATI POROU TRUSTEE LIMITED as trustee of  
TE RUNANGANUI O NGATI POROU**

**and**

**THE CROWN**

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**DEED TO AMEND  
DEED OF SETTLEMENT OF HISTORICAL CLAIMS**

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*Ruth*  
J.P.

**DEED TO AMEND NGATI POROU DEED OF SETTLEMENT**

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**DEED TO AMEND NGATI POROU DEED OF SETTLEMENT**

**THIS DEED** is made on the 28th day of October 2023

**BETWEEN**

**NGATI POROU**

**AND**

**TE RUNANGANUI O NGATI POROU TRUSTEE LIMITED** as trustee of **TE RUNANGANUI O NGATI POROU (the governance entity)**

**AND**

**THE CROWN**

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Ruk.

## BACKGROUND

- A. Ngati Porou and the Crown are parties to a Deed of Settlement dated 22 December 2010 (the **Deed of Settlement**).
- B. Ngati Porou, the governance entity, and the Crown wish to enter into this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 7.1 of the General Matters Schedule to the Deed of Settlement.

## AGREEMENT

IT IS AGREED as follows:

### EFFECTIVE DATE OF THIS DEED

- 1.1. This deed takes effect from the date the Nga Hapu o Te Whanau a Apanui Claims Settlement Act is enacted.

### AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2. The Deed of Settlement:
  - 1.2.1. is amended by making the amendments set out in Schedules 1 and 2 to this deed; but
  - 1.2.2. remains unchanged except to the extent provided by this deed.

### SETTLEMENT LEGISLATION

- 1.3. The Crown intends to propose for introduction the Nga Hapu o Te Whanau a Apanui Claims Settlement Bill, which will provide for any amendments to the Ngati Porou Claims Settlement Act 2012 (**Ngati Porou Claims Settlement Act**) that are needed to give effect to this deed. The form of any provisions amending the Ngati Porou Claims Settlement Act must be agreed with the governance entity prior to introduction.
- 1.4. If a Bill is introduced under clause 1.3, the governance entity must support the passage of that Bill through Parliament insofar as the provisions of the Bill affect the Ngati Porou Claims Settlement Act.

### RAUKUMARA ARRANGEMENTS

- 1.5. This deed provides for the following amendments to be made to the Deed of Settlement, General Matters Schedule and Attachments:
  - 1.5.1. the revised Raukumara conservation management strategy drafting set out at Schedule 1 to this deed; and
  - 1.5.2. the revised definitions set out in Schedule 2.
- 1.6. Attachment 2 of this deed includes part of the Raukumara section of the Nga Hapu o Te Whanau a Apanui deed of settlement. Ngati Porou and the Crown have agreed to include this extract as an attachment to this deed to ensure Ngati Porou are able to access in one place all information regarding the conservation arrangements that affect them.

## DEED TO AMEND NGATI POROU DEED OF SETTLEMENT

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### DEFINITIONS AND INTERPRETATION

- 1.7. Unless the context otherwise requires:
- 1.7.1. terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and
  - 1.7.2. the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.
- 1.8. In this deed, **Nga Hapu o Te Whanau a Apanui deed of settlement** means the deed of settlement of historical claims to be entered into by Nga Hapu o Te Whanau a Apanui and the Crown.

### COUNTERPARTS

- 1.9. This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the original or same counterpart.

<sup>2</sup> 17P  
Rudt.

DEED TO AMEND NGATI POROU DEED OF SETTLEMENT

SIGNED as a deed on the 28 day of October ~~28~~ 2023

SIGNED for and on behalf of  
THE CROWN by the Minister for Māori  
Crown Relations: Te Arawhiti, in the  
presence of:

)  
)  
) [Signature]  
[name]

[Signature]  
Signature of Witness

Jaz Nathan  
Witness Name

Private Secretary  
Occupation

Parliament Buildings, Wellington  
Address

DEED TO AMEND NGATI POROU DEED OF SETTLEMENT

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SIGNED by the directors of  
TE RUNANGANUI O NGATI POROU )  
TRUSTEE LIMITED as trustee of )  
TE RUNANGANUI O NGATI POROU )



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Ta Selwyn Tanetoa Parata, KNZM  
Director



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Rei Mokena Kohere  
Director

<sup>4</sup> SYP  
Rmk.

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**SCHEDULE 1**

**AMENDMENTS TO THE DEED OF SETTLEMENT**

- 1.1. The Deed of Settlement is amended by removing the heading 'Nga Whakahaere Takirua ("dual authority")' and amending clause 5.17 as follows:

~~As at the date of the deed of settlement,~~ Ngati Porou and the Crown ~~have agreed~~ on a strategic partnership, which ~~included~~ the preparation of a separate section of the East Coast Bay of Plenty (subsequently the East Coast Hawke's Bay) conservation management strategy to be known as nga Whakahaere Takirua mo nga Paanga Whenua o Ngati Porou (**nga Whakahaere Takirua**) that ~~is to apply~~applied to nga Paanga Whenua o Ngati Porou.

- 1.2. Clauses 5.18 to 5.22 of the Deed of Settlement will no longer apply.

- 1.3. The Deed of Settlement is amended by replacing clause 5.23 as follows:

5.23 The Nga Hapu o Te Whanau a Apanui settlement legislation will amend the Ngati Porou Claims Settlement Act to:

- 5.23.1 amend the interpretation provisions in section 21, as required;
- 5.23.2 repeal sections 23 to 36 relating to Nga Whakahaere Takirua; and
- 5.23.3 give effect to clauses 5.23A to 5.23AY.

- 1.4. The Deed of Settlement is amended by adding the following provisions after clause 5.23:

5.23A Ngati Porou, nga hapu o Te Whanau a Apanui and the Crown have subsequently agreed on a strategic partnership in relation to Te Raukumara which includes:

- 5.23A.1 the establishment of a joint body, Te Whakahaere Takirua mo Te Raukumara; and
- 5.23A.2 the creation of a new conservation management strategy, the Raukumara CMS, which will apply to the Raukumara conservation management strategy area (as shown on deed plan OMCR-114-16 at part 2 of the attachments) (**CMS area**),

and this arrangement will supersede and apply in place of, nga Whakahaere Takirua mo nga Paanga Whenua o Ngati Porou.

**Te Raukumara**

5.23B For Ngati Porou, the Raukumara is:

- 5.23B.1 the tahuhu of their traditional lands;
- 5.23B.2 a place that has its own mana and mauri;
- 5.23B.3 a source of cultural, social and spiritual well-being;
- 5.23B.4 intrinsic to their history and identity;
- 5.23B.5 an indivisible and interconnected whole; and

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**SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT**

- 5.23B.6 a taonga protected by Te Tiriti o Waitangi / the Treaty of Waitangi.
- 5.23C In respect of the Raukumara:
- 5.23C.1 Ngati Porou are kaitieki over the part of Raukumara that falls within their traditional territory. Nga hapu o Te Whanau a Apanui are kaitieki over that part of Raukumara that falls within their traditional territory. The Crown recognises that Ngati Porou and nga hapu o Te Whanau a Apanui are kaitieki and have customary associations with certain parts of Raukumara;
- 5.23C.2 Ngati Porou and nga hapu o Te Whanau a Apanui consider that Te Tiriti o Waitangi / the Treaty of Waitangi requires a mana ki te mana relationship between Ngati Porou, nga hapu o Te Whanau a Apanui, and the Crown; and
- 5.23C.3 Ngati Porou and nga hapu o Te Whanau a Apanui consider that the roles provided for the relevant conservation boards and the New Zealand Conservation Authority in these arrangements are inconsistent with a mana ki te mana relationship. Ngati Porou and nga hapu o Te Whanau a Apanui consider that these roles should rest with the Director-General of Conservation (**Director-General**) or the Minister of Conservation, as the representative of the mana of the Crown in the relationship with Ngati Porou and nga hapu o Te Whanau a Apanui. The Crown acknowledges that these arrangements do not meet Ngati Porou and nga hapu o Te Whanau a Apanui expectations in this respect. Both iwi wish to have this concern addressed as part of any future conservation legislation reform.

**New Raukumara CMS**

- 5.23D. One of the functions of Te Whakahaere Takirua mo Te Raukumara will be to prepare, with the Director-General, a new Raukumara CMS for the CMS area.
- 5.23E. This arrangement replaces the current status quo where the Bay of Plenty Conservation Board and the East Coast Hawke's Bay Conservation Board are responsible for preparing, with the Director-General, separate conservation management strategies that apply to the CMS area. The role of those conservation boards in the preparation of the Raukumara CMS will be a consultative one under clause 5.23P.1.

**Raukumara CMS area**

- 5.23F. The Raukumara CMS will apply to the CMS area, which is an administrative boundary for the purposes of this deed and the Nga Hapu o Te Whanau a Apanui deed of settlement. The Raukumara CMS is not intended to create rights or interests in respect of the CMS area outside of those settlements and the Conservation Act 1987.
- 5.23G. The Raukumara CMS will apply to the CMS area and will include:
- 5.23G.1. objectives, policies and outcomes that apply to the CMS area as a whole, in order to implement the Conservation General Policy and establish objectives for integrated conservation management; and

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- 5.23G.2. objectives, policies and outcomes for places (within the meaning of the Conservation General Policy) within the CMS area which will only apply to those places.
- 5.23H. Consistent with clause 5.23C.1, Te Whakahaere Takirua mo Te Raukumara will, in accordance with the tikanga of Ngati Porou and nga hapu o Te Whanau a Apanui:
- 5.23H.1. engage directly with the governance entity when preparing that part of the Raukumara CMS that relates to the area that is solely within the rohe of Ngati Porou, including Nga Paanga Whenua o Ngati Porou;
- 5.23H.2. engage directly with Te Taumata o Nga Hapu o Te Whanau a Apanui when preparing that part of the Raukumara CMS that relates to the area that is solely within the rohe of Te Whanau a Apanui; and
- 5.23H.3. engage with both the governance entity and Te Taumata o Nga Hapu o Te Whanau a Apanui when preparing that part of the CMS that relates to the area that is shared by Ngati Porou and nga hapu o Te Whanau a Apanui.
- 5.23I. The hapu with acknowledged interests in Puhi Kai Iti (also known as Kaiti and shown on deed plan OMCR-114-16) are Ngati Oneone, Ngai Tawhiri and Te Whanau a Iwi, with the ahi kaa or mana whenua being held by Ngati Oneone, a hapu of Ngati Porou.
- 5.23J. To reflect this:
- 5.23J.1. Te Whakahaere Takirua mo Te Raukumara will engage directly with Ngati Oneone, Ngai Tawhiri and Te Whanau a Iwi when preparing the part of the Raukumara CMS that relates to Puhi Kai Iti; and
- 5.23J.2. the position of Ngati Oneone, as the hapu with ahi kaa and mana whenua over Puhi Kai Iti, will be recognised in any engagement undertaken with those hapu.

***Effect of conservation management strategy***

- 5.23K. The Raukumara CMS is a conservation management strategy for the purposes of section 17D of the Conservation Act 1987 and has the same effect as if it were a conservation management strategy prepared and approved under that Act.
- 5.23L. Except as otherwise provided for in the settlement legislation and this deed, the Conservation Act 1987 applies to the preparation and approval of the Raukumara CMS, including section 4 of the Conservation Act 1987.
- 5.23M. Sections 17F, 17H, and 17I of that Act do not apply to the preparation, approval, review, or amendment of the Raukumara CMS, but in all other respects the provisions of the Conservation Act 1987 apply to the Raukumara CMS.
- 5.23N. In clauses 5.23O to 5.23AY, references to the Minister of Conservation or Director-General include a delegate of that person.

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***Preliminary agreement***

- 5.23O. Before Te Whakahaere Takirua mo Te Raukumara and the Director-General commence preparation of the draft Raukumara CMS, they must meet to develop a plan covering:
- 5.23O.1. the principal matters to be addressed in the draft Raukumara CMS;
  - 5.23O.2. the manner in which those matters are to be addressed; and
  - 5.23O.3. the practical steps that Te Whakahaere Takirua mo Te Raukumara and the Director-General will take in preparing and seeking approval of the draft Raukumara CMS.

***Preparation of draft conservation management strategy***

- 5.23P. Not later than 12 months after settlement date, Te Whakahaere Takirua mo Te Raukumara and the Director-General must commence preparation of a draft Raukumara CMS in consultation with:
- 5.23P.1. the relevant conservation boards; and
  - 5.23P.2. any other persons or organisations that the parties agree are appropriate.
- 5.23Q. Te Whakahaere Takirua mo Te Raukumara and the Director-General may agree a later date to commence preparation of the draft Raukumara CMS.
- 5.23R. Despite clause 5.23P, the Raukumara CMS may be prepared by other persons or entities where that is agreed between Te Whakahaere Takirua mo Te Raukumara and the Director-General.
- 5.23S. The parties must use best endeavours to reach an agreement under clause 5.23R, including by using the mediation process set out in clause 5.23AP.

***Notification***

- 5.23T. As soon as is practicable, but not later than 12 months after the date when preparation of the draft Raukumara CMS commences, the Director-General must:
- 5.23T.1. notify the draft Raukumara CMS in accordance with section 49(1) of the Conservation Act 1987 as if the Director-General were the Minister of Conservation for the purposes of that section; and
  - 5.23T.2. give notice of the draft Raukumara CMS to appropriate regional councils, territorial authorities and iwi authorities.
- 5.23U. The notices under clause 5.23T must:
- 5.23U.1. state that the draft Raukumara CMS is available for inspection at the places and times specified in the notice; and
  - 5.23U.2. invite submissions from the public, to be lodged with the Director-General before the date specified in the notice, which must be at least 40 working days after the date of the notice.

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- 5.23V. The draft Raukumara CMS must continue to be available for public inspection after the date it is notified, at the places and times specified in the notice, with publicity to encourage public participation in the development of the draft Raukumara CMS.
- 5.23W. Te Whakahaere Takirua mo Te Raukumara and the Director-General may seek views on the draft Raukumara CMS from any person or organisation that they consider appropriate and, in doing so:
- 5.23W.1. may agree and determine any other processes they consider appropriate to promote awareness of, and obtain views on, the draft Raukumara CMS; and
- 5.23W.2. must keep a summary of any meetings held, and any views obtained.

***Submissions***

- 5.23X. Any person may lodge a written submission on the draft Raukumara CMS with the Director-General before the date specified in the notice referred to in clause 5.23U.2.
- 5.23Y. A submission may state that the submitter wishes to be heard in support of their submission.
- 5.23Z. The Director-General must provide copies of any submissions to Te Whakahaere Takirua mo Te Raukumara within five working days of receiving the submission.

***Hearings***

- 5.23AA. Persons wishing to be heard must be given a reasonable opportunity to appear before a meeting of representatives of:
- 5.23AA.1. Te Whakahaere Takirua mō Te Raukumara; and
- 5.23AA.2. the Director-General.
- 5.23AB. The relevant conservation boards may also join Te Whakahaere Takirua mō Te Raukumara and the Director General to hear submitters under clause 5.23W.
- 5.23AC. The representatives of Te Whakahaere Takirua mo Te Raukumara, the Director-General, and, if clause 5.23AB applies, the relevant conservation boards, may hear any other person or organisation whose views on the draft Raukumara CMS were sought under clause 5.23W.
- 5.23AD. The hearing of submissions must be concluded not later than 40 working days after the date specified in the notice referred to in clause 5.23U.2.
- 5.23AE. Te Whakahaere Takirua mo Te Raukumara and the Director-General must jointly prepare a summary of:
- 5.23AE.1. submissions on the draft Raukumara CMS; and
- 5.23AE.2. any other views on it made known to Te Whakahaere Takirua mo Te Raukumara and the Director-General pursuant to clause 5.23W.

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***Revision of draft conservation management strategy***

5.23AF. Te Whakahaere Takirua mo Te Raukumara and the Director-General must, after considering the submissions heard and other views received, revise the draft Raukumara CMS, if they consider it appropriate.

***Provision of draft conservation management strategy to relevant conservation boards***

5.23AG. Te Whakahaere Takirua mo Te Raukumara and the Director-General must, not later than six months after the hearing of submissions is concluded, provide to the relevant conservation boards:

5.23AG.1. the draft Raukumara CMS, including as revised in accordance with clause 5.23AF; and

5.23AG.2. the summary prepared under clause 5.23AE.

5.23AH. After considering the draft Raukumara CMS and the summary received under clause 5.23AG, the relevant conservation boards may request Te Whakahaere Takirua mo Te Raukumara and the Director-General to further revise the draft Raukumara CMS.

5.23AI. After receipt of a request under clause 5.23AH, Te Whakahaere Takirua mo Te Raukumara and Director-General must:

5.23AI.1. provide the relevant conservation boards with the revised draft (if one has been produced) and a summary of the changes made (or not) in response to their request; and

5.23AI.2. invite the relevant conservation boards to provide them with a summary of any matters that they consider remain unresolved.

***Provision of draft conservation management strategy to New Zealand Conservation Authority***

5.23AJ. Te Whakahaere Takirua mo Te Raukumara and the Director-General must send the draft Raukumara CMS to the New Zealand Conservation Authority for its approval, together with:

5.23AJ.1. a written statement on any matters that Te Whakahaere Takirua mo Te Raukumara, the Director-General and the relevant conservation boards are not able to agree; and

5.23AJ.2. a copy of the summary provided to the relevant conservation boards under clause 5.23AI.1.

5.23AK. Te Whakahaere Takirua mo Te Raukumara and the Director-General must send the draft Raukumara CMS to the New Zealand Conservation Authority not later than six months after that draft document was provided to the relevant conservation boards under clause 5.23AI, unless a later date is directed by the Minister of Conservation.

***Approval of conservation management strategy***

5.23AL. The New Zealand Conservation Authority:

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- 5.23AL.1. must consider the draft Raukumara CMS and any relevant information provided to it under clause 5.23AJ; and
- 5.23AL.2. may consult with any person or organisation that it considers appropriate, including:
- (a) Te Whakahaere Takirua mo Te Raukumara;
  - (b) relevant conservation boards; and
  - (c) the Director-General.
- 5.23AM. After considering the draft Raukumara CMS and any relevant information provided under clause 5.23AJ, the New Zealand Conservation Authority must:
- 5.23AM.1. make any amendments to the draft Raukumara CMS that it considers appropriate; and
- 5.23AM.2. provide the draft Raukumara CMS and other relevant information to the Minister of Conservation and Te Whakahaere Takirua mo Te Raukumara.
- 5.23AN. The Minister of Conservation and Te Whakahaere Takirua mo Te Raukumara must jointly:
- 5.23AN.1. consider the draft Raukumara CMS; and
- 5.23AN.2. return the draft Raukumara CMS to the New Zealand Conservation Authority with any written recommendations that the Minister of Conservation and Te Whakahaere Takirua mo Te Raukumara consider appropriate.
- 5.23AO. The New Zealand Conservation Authority, after having regard to any recommendations received under clause 5.23AN.2, must either:
- 5.23AO.1. make any amendments that it considers appropriate and then approve the draft Raukumara CMS; or
- 5.23AO.2. return it to the Minister of Conservation and Te Whakahaere Takirua mo Te Raukumara for further consideration in accordance with clause 5.23AN with any new information that the Authority wishes them to consider, before the draft Raukumara CMS is amended, if appropriate, and then approved.

***Mediation process***

- 5.23AP. At any time during the process set out in clauses 5.23P to 5.23AO, any of Te Whakahaere Takirua mo Te Raukumara, the relevant conservation boards or the Director-General may refer any matter of disagreement arising out of that process to a mediator, and the following conditions will apply to such a mediation process:
- 5.23AP.1. within 15 working days of the date of the notice given of a dispute under clause 5.23AP.4, the parties must meet in good faith to seek to resolve the dispute, and if the matter is not resolved the following clauses will apply;

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- 5.23AP.2. no later than 12 months after the settlement date, Te Whakahaere Takirua mo Te Raukumara, the relevant conservation boards and the Director-General will agree on a mediator to be used in the event of referral to mediation under this clause 5.23AP, and the parties may agree to change the mediator from time to time;
- 5.23AP.3. where a matter of disagreement arises, the relevant parties in dispute will seek to resolve that matter in a co-operative, open-minded and timely manner before resorting to the mediation process under this clause 5.23AP;
- 5.23AP.4. where one of Te Whakahaere Takirua mo Te Raukumara, the relevant conservation boards or the Director-General considers that it is necessary to resort to the mediation process under this clause 5.23AP, that party will give notice in writing of that referral to the other parties;
- 5.23AP.5. all parties will participate in a mediation process in a co-operative, open-minded and timely manner;
- 5.23AP.6. when participating in a mediation, the parties will have particular regard to the purpose of the Raukumara CMS redress provided under this deed and the conservation purpose for which the Raukumara is held;
- 5.23AP.7. where a matter of disagreement is referred to mediation under this clause 5.23AP, the mediation process must be completed no later than three months after the date upon which notice of referral is given under clause 5.23AP.4;
- 5.23AP.8. pending the resolution of any matter of disagreement, the parties will use their best endeavours to continue with the process for the preparation and approval of the Raukumara CMS;
- 5.23AP.9. the parties to the mediation process will bear their own costs in relation to the resolution of any matter of disagreement and the costs of the mediator (and associated costs) will be shared equally between the parties;
- 5.23AP.10. the period of time taken for a mediation process under this clause 5.23AP will not be counted for the purposes of the timeframes specified in clauses 5.23P to 5.23AO for the preparation and approval of the Raukumara CMS; and
- 5.23AP.11. to avoid doubt, the period of time referred to in clause 5.23AP.10 will not exceed three months.

***Other matters***

- 5.23AQ. On and from the day that the draft Raukumara CMS is approved under clause 5.23AO.1 and becomes operative:
- 5.23AQ.1. the Raukumara CMS will apply to the CMS area; and

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5.23AQ.2. those parts of the Bay of Plenty conservation management strategy and East Coast conservation management strategy that apply to the Raukumara CMS area will no longer apply to that area.

***Review procedure***

5.23AR. At any time, Te Whakahaere Takirua mo Te Raukumara and the Director-General may, after consulting with the relevant conservation boards, initiate a review of the Raukumara CMS as a whole or in part.

5.23AS. A review must be carried out in accordance with the process set out in clauses 5.23O to 5.23AO as if those provisions related to the review procedure, with any necessary modifications.

5.23AT. Te Whakahaere Takirua mo Te Raukumara and the Director-General must commence a review of the whole of the Raukumara CMS not later than 10 years after the date of its last approval, unless the Minister of Conservation, after consulting with the New Zealand Conservation Authority and Te Whakahaere Takirua mo Te Raukumara, extends the period within which the review must be commenced.

***Amendment procedure***

5.23AU. At any time, Te Whakahaere Takirua mo Te Raukumara and the Director-General may, after consulting with the relevant conservation boards, initiate amendments to the whole or a part of the Raukumara CMS.

5.23AV. Unless clauses 5.23AW or 5.23AX apply, amendments must be made in accordance with the process set out in clauses 5.23O to 5.23AO as if those provisions related to the amendment procedure with any necessary modifications.

5.23AW. If Te Whakahaere Takirua mo Te Raukumara and the Director-General consider that the proposed amendments would not materially affect the objectives, policies or outcomes of the Raukumara CMS or the public interest in the relevant conservation matters:

5.23AW.1. Te Whakahaere Takirua mo Te Raukumara and the Director-General must send the proposed amendments to the relevant conservation boards; and

5.23AW.2. the proposed amendments must be dealt with in accordance with clauses 5.23AL to 5.23AO, as if those provisions related to the amendment procedure.

5.23AX. If the purpose of the proposed amendments is to ensure the accuracy of the information in the Raukumara CMS required by section 17D(7) of the Conservation Act 1987 (which requires the identification and description of all protected areas within the boundaries of the Raukumara CMS managed by the Department of Conservation), the parties may amend the Raukumara CMS without following the processes prescribed under clauses 5.23AV or 5.23AW.

5.23AY. The Director-General must notify any amendments made under clause 5.23AX to the relevant conservation boards without delay.

**DEED TO AMEND NGATI POROU DEED OF SETTLEMENT**

**SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT**

- 1.5. The Deed of Settlement is amended by the following amendments to clause 5.24:
- 5.24 The Nga Hapu o Te Whanau a Apanui settlement legislation will amend section 37 of the Ngati Porou Claims Settlement Act to settlement legislation on the terms provided by section 37 of the draft settlement bill, provide that the New Zealand Conservation Authority, the conservation board, ~~and the Department of Conservation~~ and the Te Whakahaere Takirua mo Te Raukumara must have regard to any relevant part of a Ngati Porou plan, particularly:
- 5.24.1 when considering the Raukumara CMS ~~nga Whakahaere Takirua~~ for approval under the settlement legislation; and
- 5.24.2 when exercising functions under or relating to the Raukumara CMS ~~nga Whakahaere Takirua~~.
- 1.6. Part 2 of the Attachments to the Deed of Settlement is amended by inserting the deed plan for the CMS area set out in Attachment 1 to this deed.

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SCHEDULE 2

AMENDMENTS TO THE GENERAL MATTERS SCHEDULE

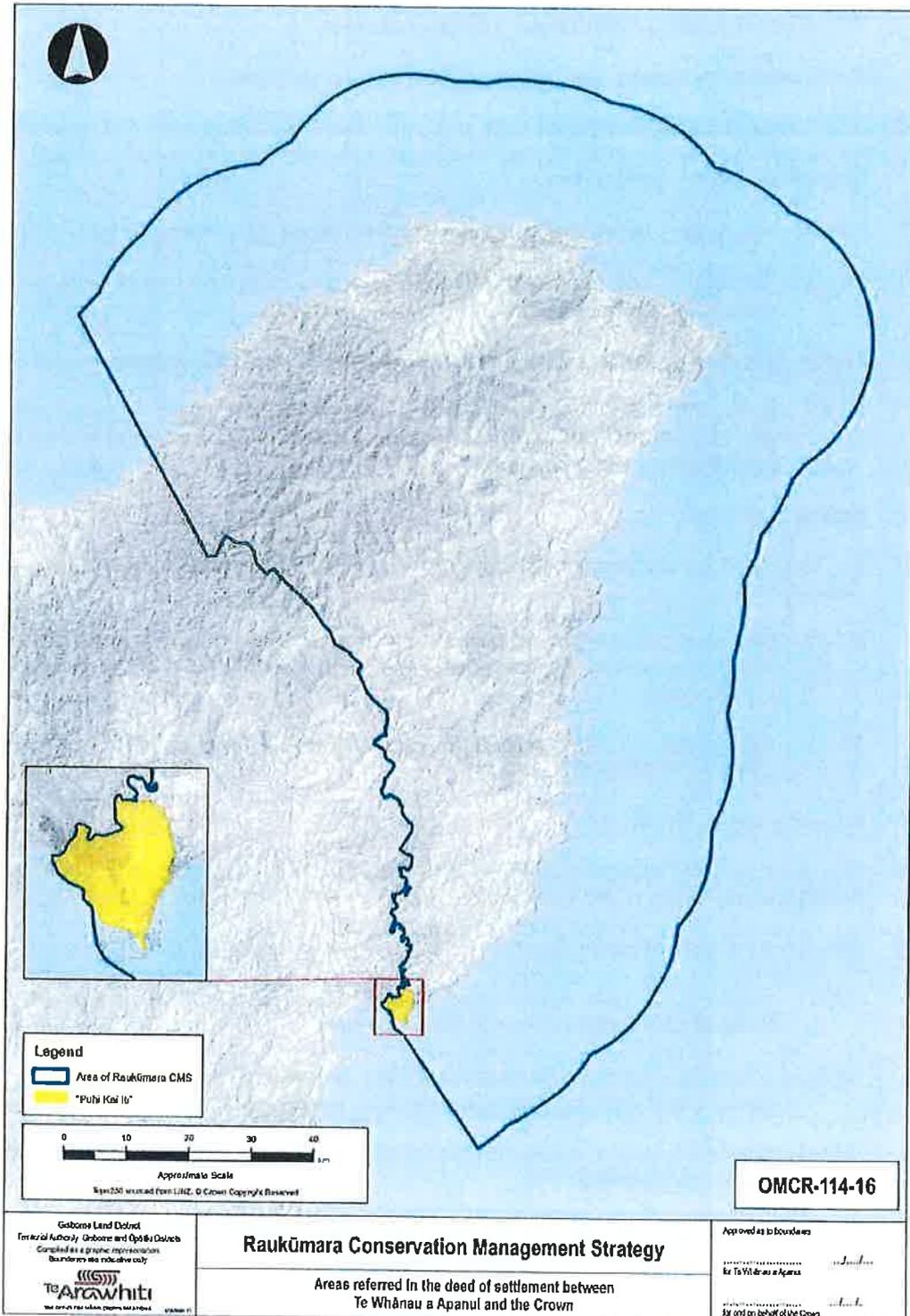
Current part and reference	Amendment
Part 8, paragraph 8.1	<p>After the definition of "<b>business day</b>", insert the following new definition:</p> <p><b>"Bay of Plenty conservation management strategy</b> means the conservation management strategy prepared under section 17D of the Conservation Act 1987 that applies in the Bay of Plenty region; and"</p>
Part 8, paragraph 8.1	<p>After the definition of "<b>dutiable gift</b>", insert the following new definition:</p> <p><b>"East Coast conservation management strategy</b> means the conservation management strategy prepared under section 17D of the Conservation Act 1987 that applies in the East Coast region; and"</p>
Part 8, paragraph 8.1	<p>After the definition of "<b>nga hapu o Ngati Porou</b>", insert the following three new definitions:</p> <p><b>"nga hapu o Te Whanau a Apanui</b> has the meaning given to it by paragraph 8.10 of the Nga Hapu o Te Whanau a Apanui deed of settlement general matters schedule; and"</p> <p><b>"Nga Hapu o Te Whanau a Apanui deed of settlement</b> means the deed of settlement of historical claims to be entered into by nga hapu o Te Whanau a Apanui and the Crown; and"</p> <p><b>"Nga Hapu o Te Whanau a Apanui deed of settlement general matters schedule</b> means the general matters schedule to the Nga Hapu o Te Whanau a Apanui deed of settlement; and"</p>
Part 8, paragraph 8.1	<p>Alter the definition of "<b>nga Paanga Whenua o Ngati Porou</b>" as follows:</p> <p><b>"nga Paanga Whenua o Ngati Porou</b> means the conservation lands listed in part 7 of the documents schedule, and <u>unless there is good reason to do otherwise, includes: any land included as nga Paanga Whenua o Ngati Porou in accordance with clause 5.19; and</u></p> <p>(a) <u>any conservation land that the Crown acquires in the area of interest after the settlement date; and</u></p> <p>(b) <u>conservation land in the area of interest that reverts to Crown management; and</u></p>
Part 8, paragraph 8.1	<p>Delete the definition of "<b>nga Whakahaere Takirua mo nga Paanga Whenua o Ngati Porou</b> and <b>nga Whakahaere Takirua</b>".</p>
Part 8, paragraph 8.1	<p>After the definition of "<b>Te Runanganui o Ngati Porou Trustee Limited</b>", insert the following new definition:</p>

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SCHEDULE 2: AMENDMENTS TO THE GENERAL MATTERS SCHEDULE

	<p><b>"Te Taumata o Nga Hapu o Te Whanau a Apanui"</b> means the trust known by that name and established as the post settlement governance entity for Nga Hapu o Te Whanau a Apanui; and"</p>
Part 8, paragraph 8.1	<p>After the definition of "<b>purchased deferred selection property</b>", insert the following two new definitions:</p> <p><b>"Raukumara conservation management strategy</b> means the conservation management strategy prepared under section 17D of the Conservation Act 1987 that applies in the Raukumara conservation management strategy area; and"</p> <p><b>"Raukumara conservation management strategy area</b> means the conservation management strategy area as shown on deed plan OMCR-114-16 at part 2 of the attachments; and"</p>
Part 8, paragraph 8.1	<p>After the definition of "<b>Te Tiriti o Waitangi</b>", insert the following new definition:</p> <p><b>"Te Whakahaere Takirua mo Te Raukumara</b> means the joint body defined in paragraph 13.6 of the Nga Hapu o Te Whanau a Apanui deed of settlement."</p>

ATTACHMENT 1  
RAUKUMARA CMS AREA



STP  
Rauk

ATTACHMENT 2

EXTRACT FROM NGA HAPU O TE WHĀNAU A APANUI DEED OF SETTLEMENT

TE WHAKAHAERE TAKIRUA MŌ TE RAUKŪMARA

Te Whakahaere Takirua mō Te Raukūmara to be established

- 13.6 The Crown, ngā hapū o Te Whānau a Apanui and Ngāti Porou agree to establish Te Whakahaere Takirua mō Te Raukūmara, a joint decision-making body in respect of the Raukūmara, in recognition that:
- 13.6.1 ngā hapu o Te Whānau a Apanui and Ngāti Porou are connected by whakapapa;
- 13.6.2 the rohe of ngā hapū o Te Whānau a Apanui and Ngāti Porou cover the vast majority of the Raukūmara;
- 13.6.3 the Raukūmara is a taonga to which both iwi have kaitiaki obligations; and
- 13.6.4 ngā hapū o Te Whānau a Apanui and Ngāti Porou wish to work with the Department of Conservation to restore and protect the environmental health of the Raukūmara and their rohe.

Raukūmara area

- 13.7 Te Whakahaere Takirua mō Te Raukūmara will be established on the settlement date in relation to:
- 13.7.1 the conservation areas, as defined in section 2 of the Conservation Act 1987, that are located within the area shown on deed plan OMCR-114-17 (**Raukūmara Lands**); and
- 13.7.2 the Raukūmara conservation management strategy area (as shown on deed plan OMCR-114-16) (**CMS area**).

Purpose and function

- 13.8 The purpose of Te Whakahaere Takirua mō Te Raukūmara is to restore and protect the health and well-being of the Raukūmara Lands for present and future generations.
- 13.9 The functions of Te Whakahaere Takirua mō Te Raukūmara will include:
- 13.9.1 preparing a new conservation management strategy for the CMS area (**Raukūmara CMS**) with the Director-General;
- 13.9.2 performing functions in relation to the preparation and joint approval of a conservation management plan over the Raukūmara Lands;
- 13.9.3 issuing an annual statement of priorities to the Director-General in relation to the Raukūmara Lands;
- 13.9.4 approving the annual operational plan prepared by the Director-General in relation to the Raukūmara Lands (**Raukūmara CMP**);

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### ATTACHMENT 2: EXTRACT FROM NGA HAPU O TE WHANAU A APANUI DEED OF SETTLEMENT

- 13.9.5 performing functions that are delegated by the Minister of Conservation or Director-General to Te Whakahaere Takirua mō Te Raukūmara in relation to the Raukūmara Lands;
- 13.9.6 providing advice to the Minister of Conservation, the Director-General, the New Zealand Conservation Authority and the conservation boards (**relevant conservation boards**) in relation to the Raukūmara Lands; and
- 13.9.7 performing any other relevant functions in accordance with the settlement legislation and this deed.

#### ***Appointment of members***

- 13.10 Te Whakahaere Takirua mō Te Raukūmara will consist of six members appointed by the Minister of Conservation comprising:
  - 13.10.1 two members nominated by the Te Taumata o Ngā Hapū o Te Whānau a Apanui;
  - 13.10.2 two members nominated by Te Rūnanganui o Ngāti Porou; and
  - 13.10.3 two members nominated by the Director-General.
- 13.11 In nominating members, each nominator must be satisfied that the nominated persons have the mana, standing in the community, skills, knowledge, and experience necessary to enable Te Whakahaere Takirua mō Te Raukūmara to fulfil its functions.
- 13.12 The chair of Te Whakahaere Takirua mō Te Raukūmara will be appointed by Te Taumata o Ngā Hapū o Te Whānau a Apanui and Te Rūnanganui o Ngāti Porou and must be an existing member of Te Whakahaere Takirua mō Te Raukūmara.
- 13.13 Each nominator will give notice in writing to the other nominators of any nomination under clauses 13.10 and 13.11.
- 13.14 Each member of Te Whakahaere Takirua mō Te Raukūmara:
  - 13.14.1 will be appointed for a term of five years;
  - 13.14.2 may be reappointed; and
  - 13.14.3 may be removed by the relevant appointer.
- 13.15 Where a member vacates their seat or is removed from Te Whakahaere Takirua mō Te Raukūmara, the relevant nominator must nominate a replacement person, to be appointed by the Minister of Conservation, for the remainder of the term.
- 13.16 The Director-General will give public notice of any appointment under clauses 13.10 to 13.15 by way of notice in the *Gazette*.

#### ***Funding and remuneration***

- 13.17 The members of Te Whakahaere Takirua mō Te Raukūmara are entitled to receive remuneration by way of salary, fees, or otherwise and travelling allowances or travelling expenses in accordance with the Fees and Travelling Allowances Act 1951 incurred in acting as members of Te Whakahaere Takirua mō Te Raukūmara, as if Te Whakahaere Takirua mō Te Raukūmara were a statutory board within the meaning of that Act.

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13.18 The Crown will meet the reasonable administrative costs and expenses of Te Whakahaere Takirua mō Te Raukūmara.

***Meetings and decision-making***

13.19 Te Whakahaere Takirua mō Te Raukūmara must:

13.19.1 hold its first meeting no later than six months after the settlement date;

13.19.2 meet as required to perform its functions, but there must be no fewer than two meetings each year unless Te Whakahaere Takirua mō Te Raukūmara agrees otherwise;

13.19.3 have a quorum for any meetings of a minimum of one member from each of the three nominators; and

13.19.4 only make decisions by consensus of the members who are present and voting at a meeting.

13.20 A nominator may designate an alternate member to attend a meeting in a member's place provided they are satisfied that the delegate meets the criteria in clause 13.11.

***Procedures***

13.21 Except as otherwise provided, Te Whakahaere Takirua mō Te Raukūmara may regulate its own procedures.

13.22 In exercising its functions under clause 13.9, Te Whakahaere Takirua mō Te Raukūmara will consider, as appropriate, the extent to which the specific areas concerned fall within the respective rohe of ngā hapū o Te Whānau a Apanui and Ngāti Porou.

***Provision of advice***

13.71 Te Whakahaere Takirua mō Te Raukūmara may provide written advice to one or more of the following entities or persons on any conservation matter that affects the Raukūmara Lands:

13.71.1 the Minister of Conservation;

13.71.2 the Director-General;

13.71.3 the New Zealand Conservation Authority; and

13.71.4 the relevant conservation boards.

13.72 The entities or persons referred to in clause 13.71 must have regard to any advice of Te Whakahaere Takirua mō Te Raukūmara on any conservation matter that affects the Raukūmara Lands.

13.73 Where the Minister of Conservation or Director-General consults with and seeks the advice of Te Whakahaere Takirua mō Te Raukūmara:

13.73.1 the Minister of Conservation or Director-General must state a reasonable time period within which Te Whakahaere Takirua mō Te Raukūmara may provide advice; and

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13.73.2 the Minister of Conservation or Director-General must have regard to any written advice of Te Whakahaere Takirua mō Te Raukūmara which is provided within that time period.

13.74 To avoid doubt:

13.74.1 the Minister of Conservation and Director-General may have regard to any written advice received from Te Whakahaere Takirua mō Te Raukūmara on a matter for which advice has not been requested; and

13.74.2 the Crown is not prevented from consulting, and receiving advice from, any other person or organisation in relation to the Raukūmara Lands.

**Raukūmara conservation management plan**

13.75 Te Whakahaere Takirua mō Te Raukūmara will perform functions related to the preparation of a Raukūmara CMP for the Raukūmara Lands, and jointly approve that CMP alongside the relevant conservation boards.

13.76 The Raukūmara CMP is a conservation management plan for the purposes of section 17E of the Conservation Act 1987 and has the same effect as if it were a conservation management plan prepared and approved under that Act.

13.77 Except as otherwise provided for in the settlement legislation and this deed, the Conservation Act 1987 applies to the preparation and approval of the conservation management plan, including section 4 of the Conservation Act 1987.

**Preparation**

13.78 The Director-General must commence preparation of the draft Raukūmara CMP no later than 6 months after the Raukūmara CMS is approved.

13.79 Each draft Raukūmara CMP must be prepared by the Director-General in consultation with Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards.

13.80 Despite clauses 13.78 and 13.79, the draft Raukūmara CMP may be prepared by other persons or entities where that is agreed between Te Whakahaere Takirua mō Te Raukūmara and the Director-General.

13.81 The parties must use best endeavours to reach an agreement under clause 13.80, including by using the mediation process at clause 13.61.

**Notification**

13.82 As soon as practicable, but not later than six months after the date when preparation of the draft Raukūmara CMP commences, the Director-General must notify that draft in accordance with section 49(1) of the Conservation Act 1987 (and that provision will apply as if notice were given by the Minister of Conservation), and to the appropriate regional councils, territorial authorities and iwi authorities.

13.83 A notice under clause 13.82 must:

13.83.1 state that the draft Raukūmara CMP is available for inspection at the places and times specified in the notice; and

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13.83.2 invite submissions from the public to be lodged with the Director-General before the date specified in the notice, being a date not less than 40 working days after the date of the notice.

***Submissions***

- 13.84 Any person or organisation may make written submissions to the Director-General on the draft Raukūmara CMP in the manner, and before the date specified, in the notice.
- 13.85 The Director-General may, after consultation with Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards, obtain public opinion of the draft Raukūmara CMP by any other means from any person or organisation.
- 13.86 On and from the date a notice was given under clause 13.84 until the date specified in the notice under clause 13.83.2, the draft Raukūmara CMP will be made available by the Director-General for public inspection during normal office hours, in such places and quantities as are likely to encourage public participation in the development of the plan.

***Hearing***

- 13.87 The Director-General will give every person or organisation who or which, in making any submissions on the draft Raukūmara CMP, asked to be heard in support of a submission, a reasonable opportunity of appearing before representatives of the Director-General, Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards.
- 13.88 Representatives of the Director-General, Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards may hear submissions from any other person or organisations consulted on the draft Raukūmara CMP under clause 13.85.
- 13.89 The hearing of submissions will be concluded no later than two months after the closing date for submissions identified in clause 13.83.2.
- 13.90 The Director-General will prepare a summary of the submissions received on the draft Raukūmara CMP and public opinion expressed on that plan.

***Revision of draft Raukūmara CMP***

- 13.91 After considering submissions and public opinion, the Director-General will:
- 13.91.1 in consultation with the representatives of Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards who heard the submissions, revise the draft Raukūmara CMP; and
- 13.91.2 no later than four months after the completion of the hearing of submissions, send the revised draft Raukūmara CMP and the summary of submissions to Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards.
- 13.92 On receipt of the draft Raukūmara CMP and the summary of submissions:
- 13.92.1 Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards will consider the revised draft Raukūmara CMP and the summary of submissions, and may, no later than four months after receiving those documents, request the Director-General to further revise the draft Raukūmara CMP; and
- 13.92.2 if a request is made under clause 13.92.1 the Director-General will further revise the draft Raukūmara CMP in accordance with that request, and, no later than two

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months after receiving a request, send to Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards the further revised draft Raukūmara CMP.

***Referral to New Zealand Conservation Authority and Minister of Conservation***

13.93 On receipt of the revised draft under clause 13.91 or a further revised draft under clause 13.92.2, Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards will refer the draft Raukūmara CMP and the summary of submissions to:

13.93.1 the New Zealand Conservation Authority for comments on matters relating to the national public conservation interest in the Raukūmara Lands; and

13.93.2 the Minister of Conservation for his or her comments.

13.94 The New Zealand Conservation Authority and the Minister of Conservation may provide any comments on the draft Raukūmara CMP to Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards no later than four months after receiving that draft plan for comment.

***Approval***

13.95 After considering any comments received from the New Zealand Conservation Authority and the Minister of Conservation, Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards will make any changes considered necessary and:

13.95.1 no later than two months after receiving any comments from the New Zealand Conservation Authority and the Minister of Conservation, approve the draft Raukūmara CMP; and

13.95.2 no later than two months after receiving any comments from the New Zealand Conservation Authority and the Minister of Conservation, refer any outstanding matter relating to the draft Raukūmara CMP to the New Zealand Conservation Authority for a recommendation on how to resolve that matter.

***Referral to New Zealand Conservation Authority for recommendation***

13.96 Where Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards refer any matter of disagreement to the New Zealand Conservation Authority, Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards will also provide a written statement of the outstanding matters and the reasons for such disagreement.

13.97 No later than three months after referral of the matter to it, the New Zealand Conservation Authority will make a recommendation on the outstanding matters, and notify that recommendation to Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards.

13.98 When making a recommendation under clause 13.97, the New Zealand Conservation Authority will:

13.98.1 give appropriate consideration to the purposes of Te Whakahaere Takirua mō Te Raukūmara and the Raukūmara CMP; and

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- 13.98.2 give effect to the principles of the Treaty of Waitangi as required by section 4 of the Conservation Act 1987.
- 13.99 After receiving and considering the recommendation of the New Zealand Conservation Authority, Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards will seek to resolve any outstanding matters, and will make any changes considered necessary to the draft Raukūmara CMP.
- 13.100 If Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards have not resolved any outstanding matters within two months of receiving the recommendation from the New Zealand Conservation Authority, the recommendation of the New Zealand Conservation Authority will become binding on Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards, and those parties will make any changes to the draft Raukūmara CMP that are considered necessary to implement that recommendation.
- 13.101 Where Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards have referred any outstanding matters to the New Zealand Conservation Authority under clause 13.95.1, Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards will approve the draft Raukūmara CMP no later than four months after receiving the recommendation of the New Zealand Conservation Authority under clause 13.97.

***Reviews of Raukūmara CMP***

- 13.102 The Director-General, after consultation with Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards, may at any time initiate a review of the Raukūmara CMP or any part of that plan.
- 13.103 Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards may at any time request that the Director-General initiate a review of the Raukūmara CMP or any part of that plan and the Director-General will consider that request.
- 13.104 Every review of the Raukūmara CMP will be carried out and approved in accordance with the provisions of clauses 13.75 to 13.101 and 13.61, which will apply with any necessary modifications.
- 13.105 The following provisions will also apply in relation to reviews of the Raukūmara CMP:
- 13.105.1 the Raukūmara CMP will be reviewed as a whole by the Director-General not later than 10 years after the date upon which the plan was last approved; and
- 13.105.2 the Minister of Conservation may, after consultation with Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards, extend that period of review.

***Amendments to Raukūmara CMP***

- 13.106 The Director-General, after consultation with Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards, may at any time initiate an amendment of the Raukūmara CMP, or any part of that plan.
- 13.107 Except as provided in clause 13.108, every amendment to the Raukūmara CMP will be carried out in accordance with the provisions of clauses 13.75 to 13.101 and 13.61, which will apply with any necessary modifications.

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- 13.108 Where the proposed amendment is of such a nature that the Director-General, Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards consider that it will not materially affect the objectives, policies or outcomes expressed in the Raukūmara CMP or the public interest in the area concerned:
- 13.108.1 the Director-General of Conservation will send the proposal to Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards;
- 13.108.2 Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards may decide to amend the Raukūmara CMP as set out in the proposal; and
- 13.108.3 if Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards decide to amend the Raukūmara CMP, they will approve the amended Raukūmara CMP no later than two months after receiving the proposal.

***Dispute resolution***

- 13.109 At any time during the process set out in clauses 13.78 to 13.108, any of Te Whakahaere Takirua mō Te Raukūmara, the relevant conservation boards or the Director-General may refer any matter of disagreement arising out of that process to a mediator.
- 13.110 If a referral is made under clause 13.109, the process set out in clause 13.61 will apply, with any necessary modifications.

***Annual Raukūmara statement of priorities and annual operational plan***

- 13.111 The operational management of the Raukūmara Lands will be undertaken by the Director-General in accordance with:
- 13.111.1 the relevant legislation;
- 13.111.2 the Raukūmara CMS (once a conservation management strategy has been approved);
- 13.111.3 the Raukūmara CMP (once a conservation management plan has been approved);
- 13.111.4 the statement of priorities (if one is provided); and
- 13.111.5 the annual operational plan.

***Statement of priorities***

- 13.112 No later than three months before 1 July each year (**operational year**), Te Whakahaere Takirua mō Te Raukūmara may provide the Director-General with an annual statement of Raukūmara priorities (**statement of priorities**).

***Annual Raukūmara operational plan***

- 13.113 An annual Raukūmara operational plan must be prepared and approved for the commencement of each operational year (**annual Raukūmara operational plan**).
- 13.114 The annual Raukūmara operational plan must include the following information for the relevant operational year:

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- 13.114.1 the sources and extent of funding for operational management;
  - 13.114.2 restoration work;
  - 13.114.3 capital projects;
  - 13.114.4 strategic, policy, and planning projects;
  - 13.114.5 maintenance and operational projects;
  - 13.114.6 pest control;
  - 13.114.7 species management;
  - 13.114.8 contracts for management or maintenance activities; and
  - 13.114.9 opportunities for iwi to participate in or undertake any of the above matters.
- 13.115 The first annual Raukūmara operational plan must be approved by the first day of July following settlement date unless otherwise agreed by the Director-General and Te Whakahaere Takirua mō Te Raukūmara.
- 13.116 No later than two months before the commencement of each operational year, or such later date as agreed by the Director General and Te Whakahaere Takirua mō Te Raukūmara, the Director-General must prepare a draft annual Raukūmara operational plan (**draft annual Raukūmara operational plan**) and provide that plan to Te Whakahaere Takirua mō Te Raukūmara.
- 13.117 The statement of priorities, if one has been provided, will guide the Director-General in preparing the draft annual Raukūmara operational plan.
- 13.118 Once the statement of priorities (if one is provided) and the draft annual Raukūmara operational plan have been provided, Te Whakahaere Takirua mō Te Raukūmara:
- 13.118.1 must consider the draft annual Raukūmara operational plan;
  - 13.118.2 must determine whether the draft annual Raukūmara operational plan is consistent with:
    - (a) the Raukūmara CMS (once a conservation management strategy has been approved);
    - (b) the Raukūmara CMP (once a conservation management plan has been approved); and
    - (c) the annual statement of priorities; and
    - (d) any other matters it considers relevant; and
  - 13.118.3 must:
    - (a) accept the draft annual Raukūmara operational plan in its entirety;
    - (b) accept part of the draft annual Raukūmara operational plan; or
    - (c) reject the draft annual Raukūmara operational plan in its entirety.

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- 13.119 Te Whakahaere Takirua mō Te Raukūmara must notify the Director-General of its decision as soon as practicable after receiving the draft Raukūmara annual operational plan, but no later than one month before the commencement of the operational year.
- 13.120 If Te Whakahaere Takirua mō Te Raukūmara accepts only part of, or rejects, the draft annual Raukūmara operational plan, Te Whakahaere Takirua mō Te Raukūmara must:
- 13.120.1 notify the Director-General of those parts of the plan that are accepted; or
  - 13.120.2 refer those parts of the plan that are not accepted to the Director-General for revision; and
  - 13.120.3 meet with the Director-General (or his or her delegate) to discuss the matters requiring revision.
- 13.121 Te Whakahaere Takirua mō Te Raukūmara and the Director-General will work together in an open and constructive manner to seek to resolve any disagreement over the draft annual Raukūmara operational plan, with the intention that the whole plan will be in a form acceptable to Te Whakahaere Takirua mō Te Raukūmara as soon as possible.
- 13.122 To avoid doubt, if an annual Raukūmara operational plan is not in place for the relevant operational year, the Director-General may continue to undertake operational management activities where that is required:
- 13.122.1 to preserve the ecological integrity of the Raukūmara Lands or the viability of indigenous species, having first consulted with and had regard to the views of Te Whakahaere Takirua mō Te Raukūmara; and
  - 13.122.2 In emergency circumstances or for the safety of the Raukūmara Lands or any person or group in the Raukūmara Lands.
- 13.123 If the parties are unable to reach agreement on two consecutive annual operational plans, either party may refer the matter to mediation, and the process set out in clause 13.61 will apply, with any necessary modification.

***Other matters***

- 13.124 Te Whakahaere Takirua mō Te Raukūmara and the Director-General and any other party retain full discretion and decision-making as to the operational funding (if any) to be contributed to the Raukūmara Lands, including any activities that may be included in an annual Raukūmara operational plan.
- 13.125 Where arrangements are agreed for iwi participation under clause 13.114.9, the Director-General will use section 53(2)(i) of the Conservation Act 1987 or other mechanisms that are available or may become available under legislation to give effect to any agreed arrangements.
- 13.126 An approved annual operational plan may be amended by agreement during its term to reflect any operational, structural, legislative, policy or administrative changes or other matters.

***Delegated decision-making***

- 13.127 The Minister of Conservation may delegate to Te Whakahaere Takirua mō Te Raukūmara any powers or functions of the Minister as if Te Whakahaere Takirua mō Te Raukūmara

**DEED TO AMEND NGATI POROU DEED OF SETTLEMENT**

**ATTACHMENT 2: EXTRACT FROM NGA HAPU O TE WHANAU A APANUI DEED OF SETTLEMENT**

was identified in section 57(1) of the Conservation Act 1987.

- 13.128 The Director-General may delegate to Te Whakahaere Takirua mō Te Raukūmara any powers or functions of the Director-General as if Te Whakahaere Takirua mō Te Raukūmara was identified in section 58(1) of the Conservation Act 1987.
- 13.129 The Minister of Conservation and Director-General will execute the initial delegation instrument no later than 30 working days after settlement date, including the delegations referred to in clauses 13.130 and 13.131.
- 13.130 The Minister of Conservation will delegate to Te Whakahaere Takirua mō Te Raukūmara all powers and functions relating to concession applications under Part 3B of the Conservation Act 1987 received after the settlement date.
- 13.131 The Director-General, will delegate to Te Whakahaere Takirua mō Te Raukūmara the decisions under section 38 of the Conservation Act 1987 in relation to hunting and associated activities, subject to this delegation:
- 13.131.1 being limited to non-protected exotic fauna; and
  - 13.131.2 not including decisions in relation to hunting permits for recreational purposes.
- 13.132 The delegations provided for in clauses 13.127 and 13.131:
- 13.132.1 apply to the Raukūmara Lands;
  - 13.132.2 do not prevent the Minister of Conservation or Director-General from revoking or modifying the delegations, subject to the Minister or Director-General first engaging with Te Whakahaere Takirua mō Te Raukūmara in relation to the proposed revocation or modification;
  - 13.132.3 do not remove or affect the need for permits to be obtained under the Wildlife Act 1953 or compliance with any other applicable legislation;
  - 13.132.4 do not prevent the Minister of Conservation or Director-General from exercising or performing those powers and functions; or
  - 13.132.5 do not prevent the Director-General from undertaking management or operational activities as provided for in the Conservation Act 1987.
- 13.133 Any exercise or performance of powers and functions under clause 13.132.4, and undertaking management or operational activities under clause 13.132.5, must be consistent with an agreed operational plan.

**Amendments to timeframes**

- 13.134 Any time frame set out in clauses 13.6 to 13.110 may be extended with the agreement of the Director-General, Te Whakahaere Takirua mō Te Raukūmara and the relevant conservation boards, and the Director-General will notify any person or organisation affected by an agreed extension.
- 13.135 The settlement legislation will provide for the matters set out in clauses 13.6 to 13.134 above.