

**NGĀ HAPŪ O NGĀTI RANGINUI**

**and**

**NGĀI TE RANGI**

**and**

**NGĀTI PŪKENGĀ**

**and**

**TAURANGA MOANA IWI COLLECTIVE LIMITED PARTNERSHIP**

**and**

**THE CROWN**

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**TAURANGA MOANA IWI COLLECTIVE DEED:  
DOCUMENTS**

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## 1 STATEMENTS OF ASSOCIATION

The statements of association of Tauranga Moana iwi are set out below. This is a statement of the particular cultural, spiritual, historical and traditional association of Tauranga Moana iwi with identified areas.

### Ridge lines over the Kaimai Range

The Kaimai Range is an iconic land feature that forms the western edge of the Tauranga basin and the mountains, lands and waterways within the ranges are spiritually, traditionally and historically connected to Ngāi Te Rangi, Ngāti Ranginui and Ngāti Pūkenga.

The historical and traditional association of Tauranga Moana iwi extends from the Mamaku Plateau, in the south east, through to Hautere, the central range, and on to Te Hunga (official name is Te Hanga Ridge) that reaches through from the Wairere Falls through to Hikurangi maunga and the Waiau River.

The Kaimai Range is an integral part of the traditional spiritual, cultural and economic resource base for Tauranga Moana iwi. The inland forests on these ranges provided an abundant supply of natural resources to Tauranga Moana iwi, including eels in the waterways, native birds such as kereru that were harvested from the forests and plants that were collected for medicinal purposes and forest fruits that were gathered in season. Many traditional kāinga, nohonga, waahi tapu, pā, cultivation sites and harvesting areas were located within the Kaimai Range and these areas were vital to the seasonal migrations of whānau and hapū between the sea and the forests. The prestige of Tauranga Moana and mana of Tauranga iwi was enhanced by the abundance of resources found on these ranges.

The abundance of resources illustrates the health of the Kaimai Range environment.

The Kaimai Range also contained a number of tracks and pathways, such as Wairere, Te Tuhi, Ara Pohatu and Te Kahakaha which were traditionally used to gain access to and from the Waikato and Hauraki Plains. These tracks and pathways were important both for travel and trading of goods between inland and coastal areas. Forested areas also offered places of refuge during times of war and enabled Tauranga Moana iwi, hapū and whānau safe areas in which to rest and protect themselves.

### Ridge lines from Otawa to Pūwhenua

According to the traditions of Tauranga Moana iwi, Otawa is a Tipuna Maunga and is spiritually, traditionally and historically connected to Ngāi Te Rangi, Ngāti Ranginui and Ngāti Pūkenga.

Otawa is a sacred mountain and pā site for Tauranga Moana iwi that stands on the south eastern border of the Tauranga basin. The mountain was and is still a rich source of food and other resources.

According to Tauranga Moana iwi legends, Otawa gave its name also to the mountain range that our old people referred to as 'Te Pae o Otawa' which runs from the trig along the backbone incorporating the Te Whaaro complex near Reids road and the numerous pā sites along its length including Hikutawatawa and Karamuramu (Karangaumu) and others.

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1: STATEMENTS OF ASSOCIATION

This range is important in as much as it was the defining divide between Takakopiri's grandsons Te Iwikoroke (the elder) and Kūmaramāoa (the junior), the former inheriting his grandsire's estate on the Te Puke / Maketu side of the range and the latter the Tauranga side which originally stretched to the Waimapu River (recorded name is Waimapu Stream) and Mauao maunga (the current recorded name of which is Mount Maunganui). Many of the descendants of Kumaramaoa today are found among the hapū o Ngāti Pūkenga, Ngāti Ranginui and Ngāi Te Rangi mainly residing near and around the Rangataua Bay.

Following the Tauranga Moana iwi traditional harvesting patterns, Otawa was occupied on a seasonal basis as iwi and hapū moved from their kāinga near the sea to their kāinga in inland forest areas.

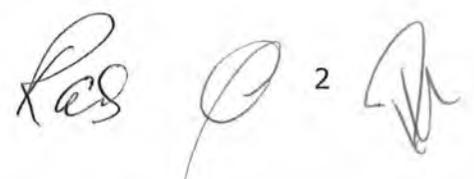
Pūwhenua is a Tupuna Maunga (ancestral mountain) and is spiritually, traditionally and historically important to Ngāi Te Rangi, Ngāti Ranginui and Ngāti Pūkenga.

Pūwhenua plays an integral part of the legend of Mauao and the love Pūwhenua had for Otanewainuku eventually led to the journey of Mauao to his current resting place at the Tauranga harbour entrance.

Ngāti Ranginui hapū hold Pūwhenua in particular high regard because of the feats of Tamatea Arikinui (captain of the Takitimu waka) upon his arrival in Tauranga.

It is said that when the Takitimu waka arrived in Tauranga Tamatea Arikinui performed the ritual of implanting the mauri under Te-Toka-a-Tirikawa (the current recorded name of which is North Rock) at the base of Mauao, Tamatea Arikinui then recited karakia at the top of Mauao. He cast his eye to the south towards the maunga which he named Pūwhenua after a tree from the ancestral homeland of the Takitimu waka. The Pūwhenua tree formed part of the Takitimu waka. Tamatea Arikinui travelled to Pūwhenua maunga where he implanted the mauri of Aukoromoerangi through planting of flax brought from Taputapuatea.

Pūwhenua is a sacred area and historically was a place where hapū and whānau resided in pā sites and kāinga and utilised the area for food gathering where kereru (native wood pigeon) were particularly bountiful. Pūwhenua is also a resting place for rangātira that are buried there.

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## 2 STATEMENT BY TAURANGA MOANA IWI OF THEIR RELATIONSHIP WITH TAURANGA MOANA

### Te Hono Moana, Te Tauranga o Ngā Waka, Tauranga Moana

Nō te orokohanga, nō te hā o Rangī matua e tū nei rāua ko Papatuanuku e takoto nei, ka whānau mai ngā tama ariki. Ko Tangaroa whakamau tai tēnā, ko Hinemoana tērā, ko Wainui tērā, arā ko ngā tūpuna tēnā o ngā ika, o ngā taniwha, o ngā mātaimai, o ngā ngāngara, o te tini o roto, o runga i ngā kare o te tai moana.

Nā Rangī rāua ko Papatuanuku ka puta:

Ko Tāne  
Ko Tāne-tūturi  
Ko Tāne-pēpeke  
Ko Tāne-ueha  
Ko Tāne-uetika  
Ko Tāne-takoto  
Ko Ioiowhenua  
Ko Te Aomātinitini  
Ko Tangaroa-i-te-rupetū  
Ko Māui-tikitiki-a-Taranga

Ko Māui i poipoia e tōna tupuna e Tangaroa ka whakangungua ki ngā kawa tapu o ngā ariki, ki ngā karakia tapu onamata.

Nā Māui te ika roa i hī ake i te takere o papa moana, pūea rawa ake ko te ika roa e takoto nei! Nānā tēnei ika, nā ōna tūākana i haehae, kīhei i rukutia ki te ruku tawhito! Nā Māui i waiho iho te tamaiti a tana pōtiki a Te Papatitiraumaewa hei pupuri i te mauri o tana ika whenua.

Nā Māui Tikitiki a Taranga  
Ko Te Papatitiraumaewa  
Ko Tiwakawaka  
Ko Taranui  
Ko Tararoa  
Ko Ngāi-nui  
Ko Ngāi-roa  
Ko Ngāi-whare-kiki  
Ko Ngāi-whare-kaka  
Ko Ngāi-roki  
Ko Ngāi-raka  
Ko Ngāi-peha  
Ko Ngāi-te-hurumanu  
Ko Toitehuatahi

Ko Toi te tangata o tēnei motu, nōna te ingoa nui o tēnei wāhanga o te moana mai i Moehau tae atu ki Tihirau-mai-tawhiti. Kāore i ārikarika te awe o tōna mana!

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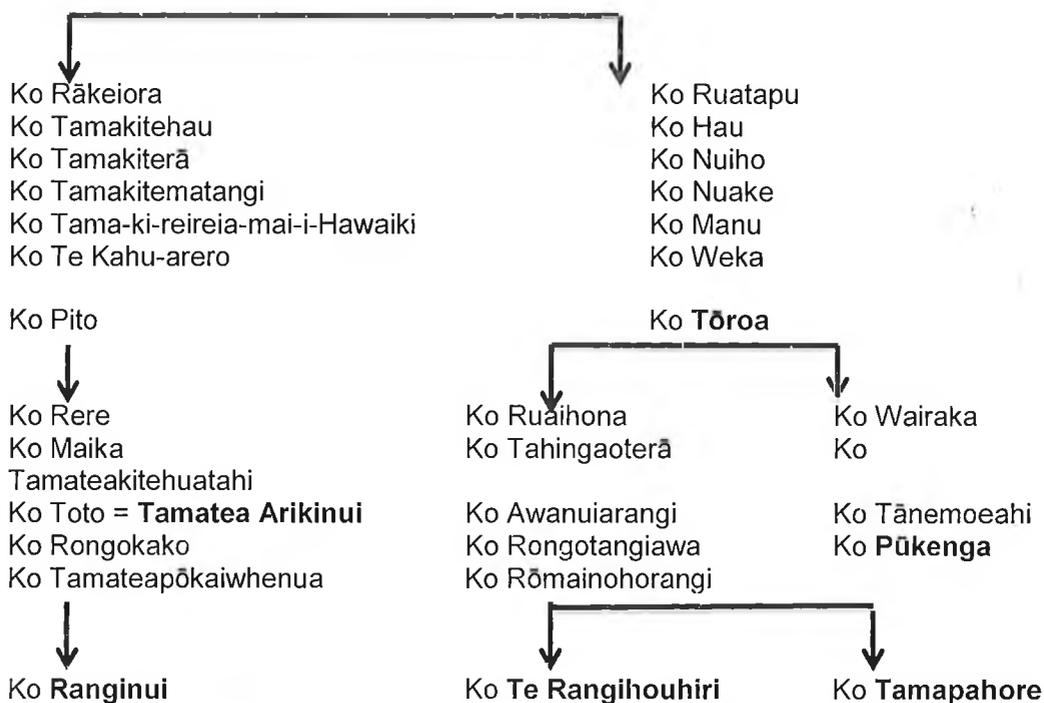
2: STATEMENT BY TAURANGA MOANA IWI OF THEIR  
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Nā Toi ka puta:

Ko Rauru  
Ko Whātonga

Ko Whātonga i tere mai i Tawhiti pāmamao, i Rangiatea, i te marae tapu o Taputapuātea.

Nā Whātonga  
Ko Tahatiti



Ko Tamatearikinui te tupuna i hautū i te waka tapu o Tākitimu i Hawaiki nui, ko ōna taniwha maha tērā ki te awatea, ko Hinekōrako ki te pō.

I ū mai ki Tauranga Moana, ki te take o Mauao, ki Te Awaiti ka tau. Ka poua iho te mauri ki runga o Mauao, ka tapā te maunga ko Maunganui. He ingoa nō Hawaiki mai, i pikitia e Tānenuiarangi ki ngā Rangi puhi, i kaketia e Tāwhaki ki ngā Rangi mamao. Ranginui, Kinonui ngā tāngata matua, ka hora ko te mana ki uta, ki tai.

I ū mai Mataatua, ka rere mai a Muriwai, ka paremo ana māhanga ki te moana, ka puta te kupu kōrero, 'Mai i Ngā Kurī a Whārei ki Tihirau, tēnā te tapu o Muriwai.

Haere mai a Pūkenga rāua ko Āhuru ki Tauranga Moana, 'nāna te kī, ko koe ki te tuawhenua, ko au ki te takutai moana'.

Ko te aitanga a Te Rangihouhiri tērā i hoe mai ki roto ki te moana ki Te Awanui, he ara mahue nō te maunga i mau i te ao. Ko Tamapahore ki roto o Rangataua. Ka rere Tauwhao ki waho ki ngā motu e tere mai rā, ko Tūhua, ko Mōtītī.

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2: STATEMENT BY TAURANGA MOANA IWI OF THEIR  
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Aku wai kaukau, hoenga waka, wai tohi ariki me he pounamu tōna rite. Tēnā te māra a Taiaho e mahora ake nei i ngā roa one tahua i Whareroa, kokonga tūangi nō Tūpaea.

Kotahi tonu tēnei kaharoa, kotahi pou ki Ōtāwhiwhi, kotahi pou ki Tūhua, kotahi ki Wairākei e hao nei i te moana, e hao nei i te tangata. Tauranga Moana, Tauranga Whenua, Tauranga Tangata e.

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### 3 TE KŪPENGA FRAMEWORK

The following is a statement made by Tauranga Moana Iwi of their association with Tauranga Moana:

#### TE KŪPENGA

##### Te Orokohanganga ki Tauranga Moana

Ko te Pū

Ko te Weu

Ko te More

Ko te Aka

Ko te Rea

Ko te Waonui

Ko te Kune

Ko te Whē

Ko te Kore

Ko te Pō

Ko Ranginui e tū iho nei

Ko Papatuanuku e takoto nei

Nāna ka puta ko Tāwhiri Matea nāna ngā hau mirimiri, ngā hau hūkerikeri. Ko Tangaroa nāna te tini ika moana, tōna marae horahora kei ngā tuatea o Wainui, ko Tūmatauenga nāna te riri, nāna te tangata, ko Rongomaraeroa nāna te kura kūmara, nāna te rongo mau ki tarā whare. Nā Tāne Mataaho ngā manu o te wao, nāna ngā kīrehe. Nā Tāne Mahuta, nāna te rākau, nāna te waka eke noa. Ko Tānenuiarangi nāna te wānanga i poua iho ki wharekura, ko Tāne Toko Rangi nāna i toko ake ko Rangi ki runga ko Papa ki raro kia puta ko te ao mārama. Nā Tāne Te Waiora nāna te one kura i kurawaka i poke kia whakaea manawa ai te ira tangata ki te ao. Tihē mauri ora!

Nā Ranginui rāua ko Papatuanuku ka puta ko Tangotango, nānā ko Te Rā, ko Hiwa, ko Matariki, ko Te Aomātinitini, ko Tangaroa i te rupe tū, ko Māui Tikitiki a Taranga nāna te Ika Roa e takoto nei i hī ake. Nā Māui ka puta ko Te Papatitiraumāewa, ko Tiwakawaka, ko Taranui, ko Tararoa, ko Ngāinui, ko Ngāi Roa, ko Ngāiwharekikī, ko Ngāiwharekakā, ko Ngāi Roki, ko Ngāi Raka, ko Ngāi Peha, ko Ngāi Taketake, ko Ngāi Te Hurumanu, ko Toi Te Huatahi te tangata o Te Motu nei ka puta ko ngā ariki o runga i ngā waka Tamatea nō runga Tākitimu i ū mai ki Te Awaiti, ki Tirikawa, ko Ranginui ka noho ki Pukewhanake. Ngā Kurī a Tarawhata, he tupua nō Hawaiki mai, ana tūahu tapu kei ngā pīnakitanga o Maunganui, kei raro ko Te Toka Tapu kei ngā wai whakarewanga kauri. Ko Toroa nāna a Mataatua i hautū mai kia puta ko ngā uri a Rōmainohorangi, te aitanga a Pūkenga, kei Ngā Pāpaka o Rangataua he kauika taramea, paenga tohorā nō namata. Pahemo ana Te Arawa he

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taunahatanga mō Waitaha-nui-a-Hei. Tērā Hoturoa, tōna waka ko Tainui, mahue kau noa Te Rātahi, Te Kuia me te tini o Ngā Mārama.

Mai i Ngā Kurī-a-Whārei ki Tihirau te moana i tapu i a Muriwai, kei uta ko te Pae o Kaimai e tāhu ana mai, me ko Te Kūpenga a Kahukura tōna hao i te whenua, tōna hao i te tangata. Poua iho te pou ki Ōtawa, te pou ki Waianuanu, ki Te Aroha-a-Tai, ki Hikurangi, ki Ngā Kurī a Whārei ki Wairākei. Tēnā te kaha raro ka karihi atu ki Tūhua te motu koia i hinga ai te mana o Poutini, ki Mōtītī te papa i tapu ai i a Ngātoroirangi, ki Kārewa te nōhanga o te tini o Taurikura. Waiho Matakana hei parepare i ngā tai o Kiwa. ko Rangiwaea, ko Panepane hei moenga ariki mō tuauki mā.

E huri ō mata ki uta ki te Hautere, ki Ōtānewainuku, ki Pūwhenua ko te nohanga nui o Ngāi Tūrehu, o Ngāti Patupaiarehe, ko te iwi tērā nāna te pononga maunga nei i ariki ai e tū nei Mauao i te kōngutu o Te Awanui taku mātārangi atu ki waho ki te paehuakai, taku mātārangi ki uta ki te whenua houkura o aku tūpuna, Nō mua iho nō Rangi mai anō tōku mana, nō ngā kāwai tapu o nehe mā. Ko Tauranga te moana kūititanga o ngā wai e rau, Waiorooro ki Wairoa, Waikareao, Waimapu ki Waitao kotahi au, kotahi moana, kotahi tangata e hō!

Ko te hā tēnei o tōku reo e tiu atu nei i runga i ngā hau o te rangi, inā tēnei mana tupu ake taketake nō te tūpuna kotahi nei a Rangi rāua ko Papatuanuku. I whakanohongia ai au ki tēnei whenua hei pāwhakawairua, hei kahu tauawhi i te mauri o taiao, o te whenua, o te moana, o ngā wai, otirā o ngā uri katoa o Ranginui rāua ko Papatuanuku.

Nō te mārama o Aperira i te tau 1840 ka waitohungia e o mātau tūpuna me Te Karauna te kawenata e kīa nei ko te Tiriti o Waitangi. Nō ngā tau i muri mai ka ekengia Te Moana o Tauranga e te manua, e te hoia o Kuini, e te pū i pakū ki runga o Pukehinahina o Te Ranga. Ka mauria mai te ture tango whenua ka taoro te hōari a Te Karauna, ka hahae i te kiriwai o Papatuanuku, ka wāhia mōna ngā painga, ka riro ngā whenua i te rau o te patu pene, ka takahia te mana o te kawenata e kīa nei ko Te Tiriti o Waitangi.

Kotahi rau e whitu tekau mā rua tau i muri mai i tērā kua noho tahi anō Te Karauna me ngā iwi o Tauranga Moana ki te waitohu kawenata hou. Ka noho ko tēnei kawenata, tēnei kī taurangi hei paihere i Te Karauna ki ngā iwi o Tauranga Moana kia taurite ai ngā tikanga a ōku tūpuna Māori me wā Te Karauna tikanga whakahaere i ngā whenua me ngā taonga kei ngā whakahaere a Te Papa Atawhai i tēnei wā. Mā te mahi tahi i ngā wāwahanga katoa o te kaupapa nei e toe tonu ai te mauri o ngā marae o ngā tūpuna atua. Mā konei e uru ai te ora ki taiao, e uru ai te ora ki te tangata, e hoki mai anō ai tētehi wāhanga o te mananga o ngā kī taurangi i roto i Te Tiriti o Waitangi.

1. **Governing Principles of Tauranga Moana Iwi**

1.1 Every action or activity of Tauranga Moana iwi and hapū is sourced in principles set down by tūpuna Māori. In negotiating a settlement over conservation lands, Tauranga Moana iwi and hapū have sought to give effect to key principles that influence the relationship between Tauranga Moana iwi and hapū and their environment, including:

- (a) Wairuatanga/Mauri: Acknowledging and understanding the existence of Mauri and a spiritual dimension to our natural resources that requires regular attention and nourishment.
- (b) Mana: Each iwi and hapū has its own mana and autonomy to operate within their respective rohe in accordance with manawhenua, manatupuna and manamoana from which emanates the right to participate at all levels of decision making concerning the matters that affect their respective rohe.

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- (c) Kaitiakitanga: Activity of caring for the health and well-being of our natural resources for present and future generations.
  - (d) Whanaungatanga: Developing and maintaining relationships based on reciprocity and good faith engagement.
2. **Background**
- 2.1 Tauranga Moana iwi negotiations were premised on the principle "I riro whenua atu, me hoki whenua mai" ("land which was lost must be returned").
- 2.2 Tauranga Moana iwi and hapū were concerned to achieve a level of redress which satisfies the mana and integrity of Tauranga Moana iwi and hapū. Tauranga Moana iwi and hapū were concerned that adequate provision was made to recognise the interests of Tauranga Moana iwi and hapū in conservation land. These lands form the mountains, rivers and significant places of Tauranga Moana iwi and hapū ancestors.
- 2.3 The approach of Tauranga Moana iwi and hapū stems from the grievance of raupatu and the subsequent Crown actions and policies that have impacted on the relationship of Tauranga Moana iwi and hapū to their ancestral lands, waters and taonga. The Waitangi Tribunal acknowledges such impacts in the Tauranga Moana Report 1886-2006 and goes further to state that "where the wider public also have a strong interest in taonga, as is the case most obviously with Tauranga Moana, significant waterways, and the forests of the Kaimai Range, it is most appropriate to explore the possibilities for joint management".
- 2.4 Tauranga Moana iwi initially sought all 50,000 hectares of public conservation land in Tauranga Moana to be returned. The Crown and iwi have agreed to transfer certain areas of public conservation land to iwi and to enter into a co-governance arrangement over all remaining conservation land within the area of interest of Tauranga Moana iwi.
- 2.5 Te Kūpenga is a metaphor which encapsulates all areas of public conservation land in Te Kūpenga Area including the Kaimai Ranges to the west and the tupuna maunga (ancestral mountains); Pūwhenua, Otanewainuku and Otawa to the South (see map attached in Appendix 1 and described as Te Kūpenga Area). Te Kūpenga Framework has been co-created by Tauranga Moana iwi and the Crown to capture the significance of public conservation land and conservation taonga to Tauranga Moana iwi and hapū.
3. **Relationship Principles**
- 3.1 Tauranga Moana iwi and hapū, the Minister and the Director-General shall:
- (a) give effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi;
  - (b) respect the autonomy of the parties and their individual mandates, roles and responsibilities;
  - (c) actively work together using shared knowledge and expertise;
  - (d) co-operate in partnership with a spirit of good faith, integrity, honesty, transparency and accountability;
  - (e) engage early on issues of known interest to either of the parties;

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- (f) enable and support the use of mātauranga Māori; and
- (g) acknowledge that the parties' relationship is evolving.

4. **Te Kūpenga Framework**

4.1 Te Kūpenga Framework provides for the Department of Conservation and Tauranga Moana iwi and hapū to work together to enhance conservation lands in Te Kūpenga Area and consists of the following elements:

- (a) a Conservation Partnership Forum:
- (b) Conservation Principles Document:
- (c) Conservation Management Plan for Ngatukituki:
- (d) engagement with Minister of Conservation:
- (e) engagement with the relevant conservation board:
- (f) engagement with the Local Area Office:
- (g) transfer to iwi of specific decision making functions:
- (h) Wāhi Tapu Management Plans:
- (i) Cultural Materials Plan:
- (j) Wānanga Areas:
- (k) relationship and operational matters.

**Conservation Partnership Forum**

4.2 The wording in clauses 4.3 to 4.5 below will also be reflected in the collective legislation.

4.3 A Conservation Partnership Forum (the '**Forum**') will be established in relation to Te Kūpenga Area.

4.4 The purpose of the Forum is to promote, enhance and protect the health and wellbeing of conservation lands in Te Kūpenga Area for present and future generations.

4.5 The functions of the Forum will be to:

4.5.1 develop, approve and review a Conservation Principles Document in accordance with clauses 4.19 to 4.24;

4.5.2 identify the vision and objectives in the Conservation Principles Document for public conservation lands covered by Te Kūpenga;

4.5.3 recommend strategies for achieving the vision and objectives in the Conservation Principles Document for public conservation lands covered by Te Kūpenga;

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- 4.5.4 discuss with the Department of Conservation how Tauranga Moana iwi and hapū and the Department of Conservation (Local Area Office) will work together when preparing, reviewing and amending local conservation strategic and annual business planning documents that affect Te Kūpenga Area;
- 4.5.5 discuss with the Department of Conservation how Tauranga Moana iwi and hapū may be involved in activities that the Department of Conservation (Local Area Office) undertakes in the Te Kūpenga Area, relating to;
- (a) monitoring activities; and
  - (b) concessions processes and monitoring of concessions;
- 4.5.6 engage with and involve Tauranga Moana iwi and hapū in matters that affect their respective interests in Te Kūpenga Area;
- 4.5.7 seek funding to support the Forum in the development and implementation of projects that are consistent with the purposes of the Forum, which may include:
- (a) programmes that seek to enhance the relationship between the Department of Conservation and Tauranga Moana iwi and hapū;
  - (b) an inventory of sites of significance on public conservation lands in Te Kūpenga Area; and
  - (c) projects that promote the conservation of natural and physical resources and historical and cultural heritage;
- 4.5.8 provide advice and recommendations to the Minister of Conservation, the Director-General and the relevant conservation board on conservation matters covered by Te Kūpenga;
- 4.5.9 perform other functions to achieve the purpose of the Forum, such as forming relationships with relevant organisations and groups to undertake initiatives; and
- 4.5.10 within 3 years of the effective date, discuss with the Department ways that Tauranga Moana iwi and hapū could participate in Conservation Management Strategy and Plan processes.

**Appointment of Forum Members**

- 4.6 The wording in clauses 4.7 to 4.17 below will be reflected in the collective legislation.
- 4.7 The Forum will comprise of six members being:
- 4.7.1 one member appointed by each of the three Tauranga Moana Iwi; and
  - 4.7.2 three members appointed by the Director-General;
- 4.8 The chair of the Forum will be appointed from time to time by the members of the Forum and that person must be an existing member of the Forum.

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- 4.9 The Forum is to commence its business at its first meeting which is to be held no later than six months after settlement date.
- 4.10 The members of the Forum:
- 4.10.1 will be appointed for a term of five years;
- 4.10.2 may be replaced during that five year term at the discretion of the appointer;  
and
- 4.10.3 may be reappointed.
- 4.11 An appointer will give notice in writing to the other appointers of any appointment under clause 4.7.
- 4.12 The Director-General will give public notice of any appointment under clause 4.7 by way of notice in the *Gazette*.

**Forum Procedures**

- 4.13 The Forum may regulate its own procedure, subject to:
- 4.13.1 any appointer of a member of the Forum having the right, by giving prior written notice to appoint a person to attend a meeting in the place of another member that they have appointed;
- 4.13.2 the Forum operating on the basis of consensus decision making, so that decisions may only be made by the Forum where there is agreement among all of the members present and voting at a meeting;
- 4.13.3 where consensus has not been achieved any member of the Forum may institute a disputes resolution process where that member considers it necessary and appropriate to resolve the matter;
- 4.13.4 the Forum meeting as necessary as agreed by the members of the Forum in order to carry out its functions, but no less than twice a year unless all members agree otherwise;
- 4.13.5 the Director General must meet the costs of its appointees on the Forum, and fifty percent of the administrative costs of the Forum;
- 4.13.6 the Tauranga Moana iwi must meet the costs of their appointees on the Forum, and an equal share of the remaining fifty percent of the administrative costs of the Forum;
- 4.13.7 the quorum of the Forum will consist of no less than one of each of the Tauranga Moana iwi appointees and one of the Director-General's appointees;  
and
- 4.13.8 if the Chair is absent from the meeting those other members attending the meeting must appoint a Chair for that meeting;
- 4.14 The existence of the Forum does not limit the ability for the Crown to consult with or take advice from any person or organisation in relation to Te Kūpenga Area.

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- 4.15 Where the Minister of Conservation or Director-General consults with and seeks the advice of the Forum:
- 4.15.1 the Minister of Conservation or Director-General must state a reasonable time period within which the Forum may provide advice; and
- 4.15.2 the Minister of Conservation or Director-General is required to have regard to any advice of the Forum which is provided within that time period;
- 4.16 Where clause 4.15 does not apply, and where on its own initiative the Forum provides advice to the Minister of Conservation or Director-General, the Minister of Conservation or Director-General will consider that advice.
- 4.17 To avoid doubt, section 56 of the Conservation Act 1987 and section 9 of the Reserves Act 1977 do not apply to the Forum.

**CONSERVATION PRINCIPLES DOCUMENT**

- 4.18 The wording in clauses 4.19 to 4.24 below will be reflected in the collective legislation.
- 4.19 The purpose of a Conservation Principles Document is to promote the conservation of natural and physical resources and historical and cultural heritage across Te Kūpenga Area.
- 4.20 The Conservation Principles Document will:
- 4.20.1 identify the significant conservation issues for public conservation land covered by Te Kūpenga from the perspective of the Forum as informed by Tauranga Moana iwi and hapū and the Department of Conservation;
- 4.20.2 identify the vision and objectives for public conservation lands covered by Te Kūpenga and the principal reasons for adopting the vision and objectives;
- 4.20.3 recommend strategies for implementing the vision and objectives identified pursuant to clause 4.20.2; and
- 4.20.4 ensure the contents of the Conservation Principles Document are consistent with and further the purpose of the Forum.
- 4.21 After its first meeting, the Forum will:
- 4.21.1 commence the preparation of a draft Conservation Principles Document no later than six months after the first meeting; and
- 4.21.2 complete the draft Conservation Principles Document no later than three years after the first meeting.
- 4.22 Before commencing the preparation of a draft Conservation Principles Document, the Forum must confirm a process that provides for input from Tauranga Moana hapū during the preparation of the Conservation Principles Document.
- 4.23 During the preparation of a draft Conservation Principles Document the Forum may:
- 4.23.1 consult with any other person or organisation; and

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4.23.2 seek any information, commission any reports or take any other action considered appropriate by the Forum.

4.24 The Conservation Principles Document will acknowledge that the Tauranga Moana Framework has been established over the waters and Coastal Marine Area of Tauranga Moana by Local Government and Tauranga Moana iwi and the Nga Tai Ki Mauao framework document has, or is being, developed by the Tauranga Moana Governance Group.

**CONSERVATION MANAGEMENT STRATEGY**

4.25 The wording in clauses 4.26 to 4.32 below will be reflected in the collective legislation.

4.26 When preparing, reviewing or amending any Conservation Management Strategy under section 17F, section 17H or section 17I of the Conservation Act 1987 that affects Te Kūpenga Area the Director-General must consult with and have particular regard to any advice of the Forum under section 17F(a) of the Conservation Act 1987 prior to the preparation of the draft conservation management strategy.

4.27 In developing any Conservation Management Strategy that affects Te Kūpenga Area, the relevant conservation board must have particular regard to the Conservation Principles Document.

4.28 In developing and approving any Conservation Management Plan that affects Te Kūpenga, the relevant conservation board and the Department of Conservation must have particular regard to the Conservation Principles Document.

4.29 The Director-General must send a copy of the summary of submissions and the revised conservation management strategy to the Forum at the same time that those documents are sent to the relevant conservation board under section 17F(i) of the Conservation Act 1987.

4.30 No later than two months after receiving the documents referred to in clause 4.29, the Forum may provide advice directly to the relevant conservation board on those documents and the relevant conservation board must have particular regard to any such advice.

4.31 In the preparation or review of any relevant Conservation Management Strategy the Director-General and Tauranga Moana iwi will engage at the earliest opportunity to discuss any relevant issues and how they might be resolved, including the views of Tauranga Moana iwi and hapū, on the inter-relationship between the Conservation Management Strategy and the Conservation Management Plan for Ngatukituki.

4.32 To avoid doubt, nothing in clauses 4.26 to 4.31 prevent the Tauranga Moana iwi or hapū from making a submission on a draft conservation management strategy under section 17F(c) of the Conservation Act 1987.

**NATIONAL PARK PROPOSAL AND NATIONAL PARK PLAN**

4.33 If there is any National Park proposals or National Park Plans proposed within Te Kūpenga Area, the Director-General and Tauranga Moana iwi will engage at the earliest opportunity to discuss any relevant issues and how they might be resolved, including the views of Tauranga Moana iwi and hapū, on the relationship between

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Te Kūpenga Framework and any relevant National Park proposal and/or National Park Plan.

**CONSERVATION MANAGEMENT PLAN FOR NGATUKITUKI**

- 4.34 Te Kūpenga Framework and the collective legislation will provide for the joint development of a Conservation Management Plan for Ngatukituki (see map attached in Appendix 1 and described as Ngatukituki) by the Director General and the Forum's joint working party, on the terms set out in clauses 4.35 to 4.42 below.

**Joint development of Conservation Management Plan**

- 4.35 Before the Director-General commences the preparation, review or amendment of the Conservation Management Plan for Ngatukituki in accordance with clause 3.4 of the deed of settlement, the Director-General must notify the Forum to convene a Joint Working Party; and
- 4.36 The Joint Working Party must consist of not more than 6 members, comprising:
- 4.36.1 3 members nominated by the Director-General; and
  - 4.36.2 3 members nominated by Tauranga Moana iwi;
- 4.37 Tauranga Moana iwi members of the Joint Working Party convened pursuant to clause 4.35 must include at least one member nominated by the Tauranga Moana iwi and hapū with interests in Ngatukituki.
- 4.38 Members appointed in accordance with clauses 4.36 and 4.37 must be appointed having regard for the knowledge, skills and experience relevant to the tasks to be carried out by the Joint Working Party.
- 4.39 The purpose of the Joint Working Party will be to develop and advise the Director-General on issues and objectives for a Conservation Management Plan for Ngatukituki that may include:
- 4.39.1 the principal conservation management issues in Ngatukituki;
  - 4.39.2 objectives for:
    - (a) providing for Tauranga Moana iwi tikanga and matauranga Maori in conservation management;
    - (b) implementing any Conservation Management Strategy that affects this area;
    - (c) preserving and enhancing the natural character of the environment;
    - (d) integrating and coordinating the management of natural, historical, and traditional resources within Ngatukituki;
    - (e) maintaining and enhancing indigenous biological diversity and the biological diversity of the environment;
    - (f) protecting and enhancing the identified habitats of significance for customary activities; and

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(g) protecting conservation values.

- 4.40 Within 3 months of the Joint Working Party being convened, the Joint Working Party will submit a report on the issues and objectives in relation to the draft Conservation Management Plan to the Director-General.
- 4.41 The Director General will prepare the draft Conservation Management Plan having regard to the Joint Working Party report and following legislative requirements.
- 4.42 The Director-General will discuss the draft Conservation Management Plan with the Joint Working Party before submitting to the Conservation Board for approval under 17G of the Conservation Act.
- 4.43 The Department of Conservation will bear the costs of the Joint Working Party associated with developing the Conservation Management Plan.
- 4.44 The Minister and Director-General agree to engage with and consider the views of Tauranga Moana iwi and hapū in relation to any matters regarding or otherwise affecting the current and future status of Ngatukituki.

**ENGAGEMENT WITH THE MINISTER OF CONSERVATION**

- 4.45 Tauranga Moana iwi leaders may request a meeting with the Minister of Conservation or senior delegate to discuss the on-going relationship with between Tauranga Moana iwi and the Department or to seek a resolution to any issues arising from the relationship with the Department of Conservation.
- 4.46 The request for a meeting must be in writing and state the nature and reasons for the meeting.

**ENGAGEMENT WITH THE RELEVANT CONSERVATION BOARD**

- 4.47 The wording in clauses 4.48 to 4.52 below will also be reflected in the collective legislation and will set out a process for engagement between the Partnership Forum and the relevant conservation board which will be as follows.
- 4.48 The Director-General will provide to the Forum an annual meeting schedule for the relevant conservation board.
- 4.49 Where the Partnership Forum wishes to discuss a matter of regional or national importance in relation to conservation land or natural resources in Tauranga Moana iwi area of interest, the Forum may make a request to address a regular scheduled meeting of the relevant conservation board.
- 4.50 Where the Forum wishes to discuss, present or make a presentation on the Conservation Principles Document to the relevant conservation board, the Forum may make a request to address a regular scheduled meeting of the relevant conservation board.
- 4.51 Where the Forum make a request to attend a scheduled meeting of the relevant conservation board that request:
- 4.51.1 must be in writing;

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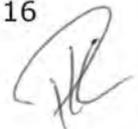
- 4.51.2 must set out the matter of regional or national importance that the Forum wish to discuss or the matter of the presentation on the Conservation Principles Document; and
- 4.51.3 must be given to the relevant conservation board not less than 20 business days prior to the date of a scheduled meeting.
- 4.52 The relevant conservation board must respond to the Forum not less than 10 business days prior to that scheduled meeting stating that the Forum will be able to:
  - 4.52.1 attend that scheduled meeting; or
  - 4.52.2 attend a subsequent scheduled meeting.

**ENGAGEMENT WITH THE LOCAL AREA OFFICE**

- 4.53 The wording below will also be reflected in the collective legislation which will set out a process for engagement between the Partnership Forum and the Local Area Office as follows:
  - 4.53.1 in the preparation or review of any relevant annual strategic and business plans for the Local Area Office, the Local Area Manager will meet with the Forum at the earliest opportunity to discuss any relevant matters;
  - 4.53.2 prior to the progressing the annual business planning documents for the Local Area for approval, the Local Area Manager will provide the Forum with the annual business planning documents for comment. The Department of Conservation has the final approval for these plans;
  - 4.53.3 the Local Area Manager and Tauranga Moana iwi and hapū will discuss opportunities for collaborative approaches to how conservation land vested in iwi and/or hapū in settlement legislation could be managed;
  - 4.53.4 within 12 months from effective date, the Local Area Manager and the Forum shall jointly develop and agree a procedure for involvement of Tauranga Moana iwi and hapū in concessions processes; and
  - 4.53.5 for these purposes, "**Local Area Office**" means the Tauranga Office or any replacement office that has responsibility for preparing or reviewing annual documents for the Tauranga Area and "**Local Area Manager**" has a corresponding meaning.

**TRANSFER TO IWI OF A SPECIFIC DECISION MAKING FUNCTION TO AUTHORISE THE COLLECTION OF CULTURAL FLORA**

- 4.54 The wording in clause 4.54.1 below will also be reflected in the collective legislation and will provide for the transfer of a specific decision making function for decisions regarding:
  - 4.54.1 the taking of flora material from conservation protected areas for cultural use by Tauranga Moana iwi and hapū members in accordance with the cultural materials plan.

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- 4.55 The Department of Conservation and Tauranga Moana iwi and hapū shall review, if necessary, the transfer of the decision making function in relation to any outcomes from WAI 262 claims settlement.

**CULTURAL MATERIALS PLAN**

- 4.56 The Partnership Forum and the Director-General will jointly prepare and agree a plan covering the cultural take of flora material within conservation protected areas in Te Kupenga Area ("**cultural materials plan**").

- 4.57 The cultural materials plan will:

4.57.1 provide a tikanga perspective on cultural materials;

4.57.2 identify species of flora from which material may be taken;

4.57.3 identify sites for cultural take of flora material within conservation protected areas;

4.57.4 identify permitted methods for and quantities of cultural take of flora material within those areas;

4.57.5 identify monitoring requirements;

4.57.6 include any other matters relevant to the cultural take of flora materials agreed between the Forum and the Director-General; and

4.57.7 include the following matters relating to relevant species:

- (a) taxonomic status;
- (b) threatened status or rarity;
- (c) the current state of knowledge;
- (d) whether the species is the subject of a species recovery plan; and
- (e) other similar and relevant information.

- 4.58 The Forum in close conjunction with Tauranga Moana hapū and the Director-General will jointly prepare and agree the first cultural materials plan by the effective date

- 4.59 The Forum and the Director-General will commence a review of the first agreed version of the cultural materials plan no later than 24 months after the effective date.

- 4.60 The Forum and the Director-General may commence subsequent reviews of the cultural materials plan from time to time as agreed between the parties, but at intervals of no more than five years from the completion of the last review.

- 4.61 Each Tauranga Moana iwi member of the Forum may issue a written authorisation to a member of that Forum member's iwi to take flora materials:

4.61.1 in accordance with the cultural materials plan; and

4.61.2 in consultation with the hapū of the area that the authorisation relates to; and

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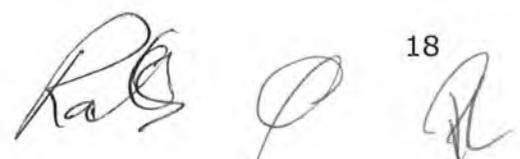
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- 4.61.3 without the requirement for a permit or other authorisation under the Conservation Act 1987 or the Reserves Act 1977.
- 4.62 Where the Forum or the Director-General identify any conservation issue arising from or affecting the take of flora material pursuant to the cultural materials plan, the Forum and the Director-General will:
- 4.62.1 engage for the purposes of seeking to address that conservation issue; and
- 4.62.2 endeavour to develop solutions to address that conservation issue, which may include:
- (a) the Director-General and the Forum considering restricting the granting of authorisations for the taking of flora materials; and
  - (b) the Director-General and the Forum agreeing to amend the cultural materials plan.
- 4.63 Where the Director-General is not satisfied that any conservation issue has been appropriately addressed following the process set out in clause 4.62:
- 4.63.1 the Director-General may give notice to the Forum that any identified component of the cultural materials plan is suspended; and
- 4.63.2 from the date set out in the notice under clause 4.63.1, clause 4.61 will not apply in respect of any component of the cultural materials plan that has been suspended.
- 4.64 Where the Director-General takes action under clause 4.63, the Forum and the Director-General will continue to engage and will seek to resolve any conservation issue so that any suspension can be revoked by the Director-General as soon as is practicable

**WĀHI TAPU MANAGEMENT AGREEMENTS**

- 4.65 The wording in clauses 4.69 to 4.77 will be reflected in the collective legislation and will provide for Wāhi Tapu Management Agreements.
- 4.66 Wāhi tapu have special significance to Tauranga Moana iwi and hapū and are repositories of the most sacred physical, religious, traditional, ritual, mythological and spiritual aspects of Māori culture. These sacred places are comprised of areas such as, but not limited to:
- 4.66.1 sites of significance associated with iwi and hapū atua (gods/spiritual beings) and tribal legends;
- 4.66.2 burial sites;
- 4.66.3 battles sites where blood was spilt;
- 4.66.4 sites where sacred objects are stored;
- 4.66.5 sites (or altars) where prayer and other sacred activities occur and areas that have been established as places of healing; and

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- 4.66.6 sites that are of spiritual or cultural significance to Tauranga Moana iwi and hapū.
- 4.67 The Department of Conservation and Tauranga Moana iwi and hapū have agreed to work together to develop management agreements for the management of wāhi tapu including, where appropriate, management by the relevant hapū and/or iwi.
- 4.68 The process set out below is intended to provide the basis for the Wāhi Tapu Management Agreements, and to ensure that annual conservation planning documents reflect the role of the Wāhi Tapu Management Agreements.

**Wāhi Tapu Management Agreements**

- 4.69 The Forum may provide to the Director-General:
- 4.69.1 a description of the general locations of wāhi tapu on conservation land in the relevant area of interest; and
- 4.69.2 further information in relation to wāhi tapu on conservation land, which may include, but is not limited to:
- (a) a description of specific locations of wāhi tapu;
  - (b) the nature of the wāhi tapu;
  - (c) associated iwi and/or hapū kaitiaki.
- 4.70 The Forum may give notice to the Director-General that a wāhi tapu management agreement between Tauranga Moana iwi or hapū and the Director-General is to be developed in relation to wāhi tapu identified under clause 4.69, in accordance with clauses 4.71 to 4.77.
- 4.71 If the Forum gives notice under clause 4.70 the Forum, the relevant Tauranga Moana iwi and/or hapū and the Director-General, will discuss and agree a wāhi tapu management agreement in relation to that wāhi tapu.
- 4.72 The wāhi tapu management agreement agreed between the Forum, iwi and/or hapū and the Director-General may:
- 4.72.1 include such details relating to wāhi tapu on public conservation land as the parties consider appropriate; and
- 4.72.2 provide for the persons identified by the iwi and/or hapū to undertake management activities on conservation land in relation to specified wāhi tapu.
- 4.73 Where in accordance with clause 4.72.2 a wāhi tapu management agreement includes an agreement for persons authorised by the relevant iwi and/or hapū to undertake management activities, the agreement:
- 4.73.1 must specify the scope and duration of the work that may be undertaken; and
- 4.73.2 will constitute lawful authority for the work specified in clause 4.72.1 to be undertaken, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.

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- 4.74 A wāhi tapu management agreement will be:
- 4.74.1 prepared in a manner agreed between the Forum, iwi and/or hapū and the Director-General and without undue formality;
  - 4.74.2 the management agreement for the area it covers as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987;
  - 4.74.3 reviewed at intervals to be agreed between the Forum, iwi and/or hapū and the Director-General; and
  - 4.74.4 made publicly available if the parties consider that appropriate.
- 4.75 Any Conservation Management Strategy that affects Te Kūpenga Area will:
- 4.75.1 acknowledge the role of wāhi tapu management agreements;
  - 4.75.2 reflect the relationship between the iwi and/or hapū and wāhi tapu; and
  - 4.75.3 reflect the importance of the protection of wāhi tapu.
- 4.76 The discussion between the Forum, iwi and/or hapū and the Director-General in relation to annual planning referred to in the relationship agreement will include a discussion of:
- 4.76.1 management activities in relation to wāhi tapu; and
  - 4.76.2 any relevant wāhi tapu management agreement.
- 4.77 Where the iwi and/or hapū provide any information relating to wāhi tapu to the Director-General in confidence, the Director-General will respect that obligation of confidence to the extent that the Director-General is able to do under the relevant statutory frameworks.

**WĀNANGA SITES**

- 4.78 The wording below will also be reflected in the collective legislation and will provide for:
- 4.78.1 the creation of the wānanga sites to enable members of Tauranga Moana iwi and hapū to temporarily occupy such sites for educational purposes without requiring a concession under Part 3B of the Conservation Act 1987;
  - 4.78.2 the creation of the wānanga sites does not override other statutory requirements relating to the use of the sites and the activity carried out on the sites;
  - 4.78.3 neither the Minister of Conservation nor the Director-General is to issue hunting permits to hunt or kill or carry firearms on a wānanga site;
  - 4.78.4 a total of up to 9 wānanga sites to be operational at any one time;
  - 4.78.5 the location of the wānanga sites and any replacement wānanga sites to be identified by the Forum in consultation with the Tauranga Moana iwi and hapū;

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- 4.78.6 allowing each wānanga site to be used no more than four times in any calendar year for no longer than 7 days for each time of use;
- 4.78.7 requiring the Forum to give the Director-General at least 10 business days' notice of when a wānanga site is to be used;
- 4.78.8 while a wānanga site is in use no other person except an agent of the Crown or other persons empowered by statute and undertaking a statutory power may enter the land occupied by the wānanga site;
- 4.78.9 while a wānanga site is in use Department of Conservation staff and contractors engaged by the Department are not to enter the wānanga site except in the case of an emergency, including fire control, search and rescue operations or for law enforcement purposes;
- 4.78.10 while a wānanga site is in use the user authorised by the Forum may erect camping shelters or similar temporary accommodation;
- 4.78.11 when each period of use under clause 4.78.6 of a wānanga site ceases the authorised user must remove such shelters or temporary accommodation and leave the wānanga site in substantially the same condition it was in before the use commenced;
- 4.78.12 except for the use authorised above the existence of a wānanga site does not of itself provide evidence of any estate or interest in, or any rights of any kind relating to the wānanga site;
- 4.78.13 except as provided in 4.78.8 the existence of a wānanga site does not affect the lawful rights or interests of any other person;
- 4.78.14 the Minister of Conservation may after consulting the Forum and then by written notice to the Forum terminate a wānanga site if:
- (a) the land on which the wānanga site is located ceases to be owned by the Crown;
  - (b) the land on which the wānanga site is located is destroyed or permanently detrimentally affected by a natural event;
  - (c) the rights relating to the use the wānanga site have been breached and, if in the Minister of Conservation's opinion the breach:
    - (i) is capable of being remedied then, after the Minister has given the Forum written notice specifying the breach, the remedy the Minister requires to remedy the breach and the timeframe to complete the remedy and the breach has not been remedied in the timeframe; or
    - (ii) is not capable of being remedied.
- 4.78.15 if a wānanga site is terminated under clause 4.78.14 the Minister of Conservation in consultation with the Forum must take reasonable steps to provide a replacement wānanga site on public conservation land within Te Kūpenga Area.

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**RELATIONSHIP AND OPERATIONAL MATTERS**

- 4.79 The collective legislation will provide for Tauranga Moana iwi and the Minister of Conservation and the Director-General to enter into a Relationship Agreement covering Te Kūpenga Area, in the form set out in Appendix Two.
- 4.80 The Relationship Agreement shall cover the following matters:
- 4.80.1 engagement in departmental business and management planning processes;
  - 4.80.2 input into specific conservation activities/projects;
  - 4.80.3 communication processes including timeframes, meetings and information sharing on operational and planning matters;
  - 4.80.4 pest control;
  - 4.80.5 marine mammal strandings;
  - 4.80.6 species/research projects;
  - 4.80.7 freshwater quality and freshwater fisheries and habitat;
  - 4.80.8 new protected areas;
  - 4.80.9 visitor and public information;
  - 4.80.10 Resource Management Act 1991;
  - 4.80.11 review of legislation;
  - 4.80.12 contracting for services;
  - 4.80.13 conservation capacity building;
  - 4.80.14 concession opportunities and applications; and
  - 4.80.15 change of place names.
- 4.81 Tauranga Moana iwi and the Director-General acknowledge:
- 4.81.1 that they will work together, on an ongoing basis, to:
    - (a) continue to improve their relationship; and
    - (b) find practical ways to give effect to Te Kūpenga and the Relationship Agreement; and
  - 4.81.2 that the Relationship Agreement:
    - (a) is the first version of that agreement; and
    - (b) may need to be amended from time to time to reflect improvements agreed between the parties as the relationship develops.

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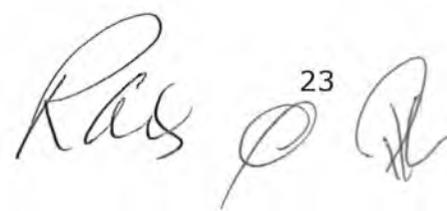
- 4.82 Tauranga Moana iwi and the Director-General must commence a joint review of the implementation of Te Kūpenga Framework including the Relationship Agreement, in consultation with the hapū, no later than two years after the effective date. Thereafter, the implementation of Te Kūpenga Framework, including the Relationship Agreement, will be reviewed on a two yearly basis at the annual business planning meeting. Additional reviews may take place at the option of either party in the event of any material changes to the legislation, policies, or circumstances relevant to the agreement.

**DISPUTE RESOLUTION**

- 4.83 The dispute resolution procedure applies as follows:
- 4.83.1 to any dispute arising between Tauranga Moana iwi and the Director-General at any stage in the process when preparing any Conservation Management Strategy;
  - 4.83.2 to any dispute arising between Tauranga Moana iwi and the Director-General at any stage in the process when preparing a conservation management plan in Te Kūpenga Area;
  - 4.83.3 to any dispute arising between the Forum and the Local Area Office at any stage in the process during the engagement in clause 4.53;
  - 4.83.4 to any dispute arising within the Forum at any stage in the process when preparing and approving the Conservation Principles Document; and
  - 4.83.5 if, at any stage in that process, a party refers a dispute for resolution, the calculation of any prescribed period of time is stopped until the dispute is resolved and the parties resume the process at the point where it was interrupted.
- 4.84 The dispute resolution procedure is set out in clauses 4.85 to 4.92.

**Notice of Dispute**

- 4.85 if, at any stage in the process referred to in clause 4.83 Tauranga Moana iwi and the Director-General are not able to resolve a dispute within a reasonable time, either party may:
- 4.85.1 give written notice to the other of the issues in dispute ('notice'); and
  - 4.85.2 require the process under clauses 4.86 to 4.92 to be followed.
- 4.86 Within 15 business days of the date of the notice given under clause 4.85 a representative of Tauranga Moana iwi and a representative of the Director-General based in the East Coast Bay of Plenty conservancy must meet in good faith to seek to resolve the dispute.
- 4.87 A resolution reached under this section is valid only to the extent that it is not inconsistent with the statutory obligations of the parties.

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**Mediation**

- 4.88 If resolution is not reached within a reasonable time under clause 4.86, either of Tauranga Moana iwi or the Director-General may require the dispute to be referred to mediation by giving written notice to the other party ("**mediation notice**").
- 4.89 The parties must seek to agree on one or more persons to conduct a mediation or, if agreement is not reached within 15 business days of the mediation notice, the person who gave notice must notify the President of the New Zealand Law Society in writing, requesting the appointment of a mediator to assist the parties to reach a settlement of the dispute.
- 4.90 A mediator appointed under clause 4.89:
- 4.90.1 must be familiar with tikanga Māori;
  - 4.90.2 must be independent of the dispute; and
  - 4.90.3 does not have the power to determine the dispute, but may give non-binding advice.
- 4.91 Tauranga Moana iwi and the Director-General must participate in good faith in the mediation.
- 4.92 Tauranga Moana iwi and the Director-General must:
- 4.92.1 share the costs of a mediator and related expenses equally; but
  - 4.92.2 in all other respects, meet their own costs and expenses in relation to the mediation.

**DEFINITIONS**

- 4.93 For the purposes of this Framework:
- 4.93.1 "**conservation protected area**" in relation to the cultural take of flora material means an area above the line of mean high water springs that is:
    - (a) a conservation area under the Conservation Act 1987;
    - (b) a reserve administered by the Department of Conservation under the Reserves Act 1977; or
    - (c) a wildlife refuge, wildlife sanctuary or wildlife management reserve under the Wildlife Act 1953; and
  - 4.93.2 "**cultural take**" means the take and use of flora materials for cultural purposes; and
  - 4.93.3 "**Director-General**" includes any person acting under delegated authority of the Director-General; and
  - 4.93.4 "**flora**" means any member of the plant kingdom, and includes any alga, bacterium or fungus, and any plant or seed or spore from any plant; and

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- 4.93.5 "**flora material**" means parts of plants taken in accordance with the cultural materials plan; and
- 4.93.6 "**Forum**" means the Conservation Partnership Forum established under clause 4.2; and
- 4.93.7 "**relevant conservation board**" means the conservation board whose area of jurisdiction includes Te Kūpenga Area; and
- 4.93.8 "**Tauranga Moana hapū**" and "**hapū**" means the hapū of Tauranga Moana iwi; and
- 4.93.9 "**Tauranga Moana iwi**" means Ngāi Te Rangi, Ngāti Ranginui and Ngāti Pūkenga; and
- 4.93.10 "**Te Kūpenga**" and "**Te Kūpenga Framework**" means the arrangements relating to Te Kūpenga Area set out in this part 3, summarised in clause 2.5; and
- 4.93.11 "**Te Kūpenga Area**" means the area shown on Appendix 1; and
- 4.93.12 "**Wāhi Tapu Management Agreement**" means a lawful authority for the work specified to be undertaken, as if an agreement had been entered into with the Director-General under section 53 of the Conservation Act 1987.

3: TE KŪPENGA FRAMEWORK

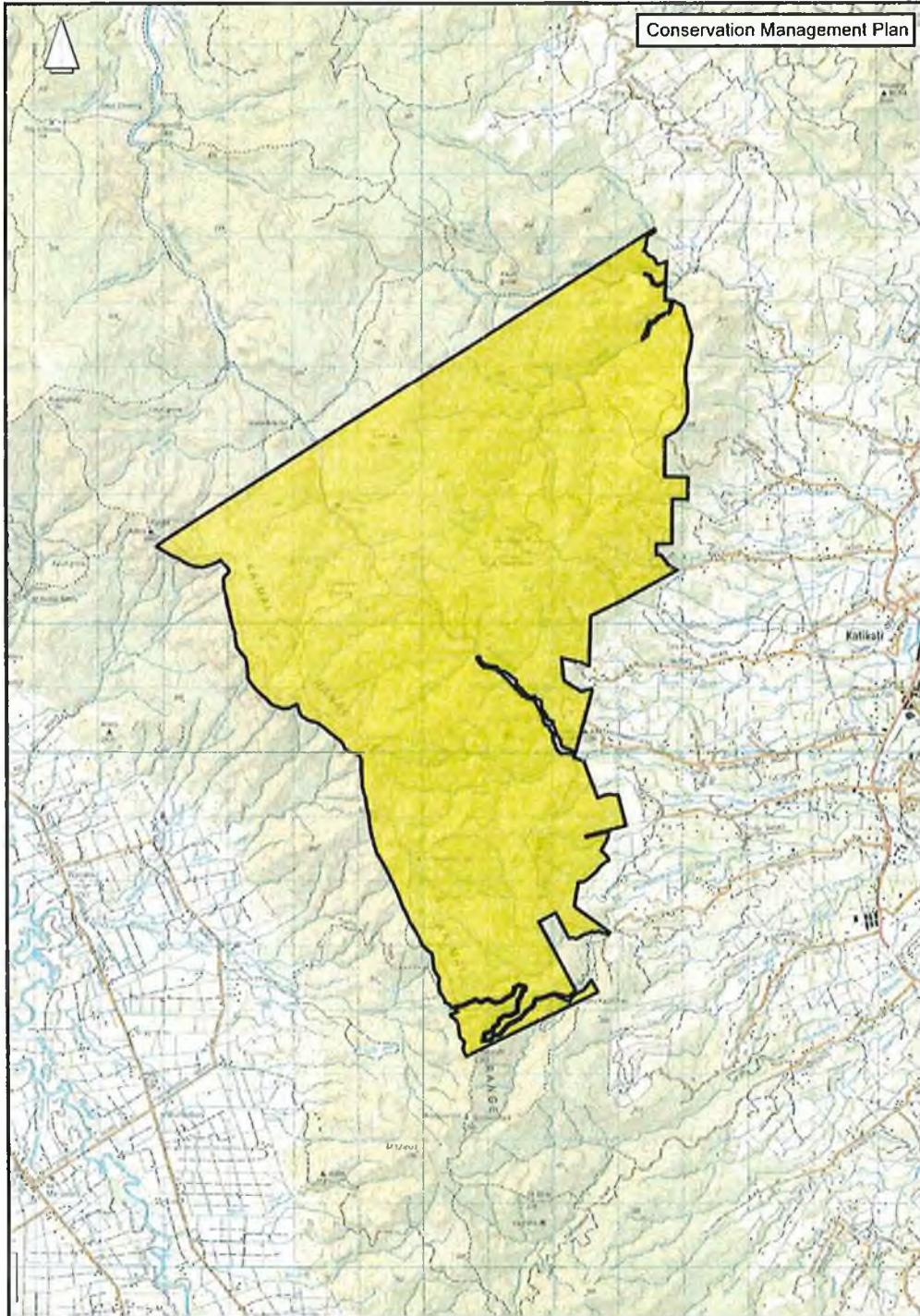
Appendix 1  
Te Kūpenga Area



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3: TE KŪPENGA FRAMEWORK

Appendix 2  
RELATIONSHIP AGREEMENT

This RELATIONSHIP AGREEMENT is made between

THE MINISTER OF CONSERVATION

and

THE DIRECTOR-GENERAL OF CONSERVATION

and

TAURANGA MOANA IWI

1. **Background**

1.1 The purpose of this relationship agreement is to:

1.1.1 provide a basis for the parties to develop and maintain a positive, co-operative and enduring relationship that supports the implementation of Te Kūpenga Framework; and

1.1.2 provide for a process to progress other priority matters within Te Kūpenga Area.

1.2 The parties agree that:

1.2.1 the success of Te Kūpenga Framework is dependent on effective relationships;

1.2.2 the parties will work together to ensure that their relationships support Te Kūpenga Framework;

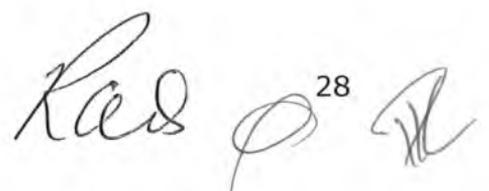
1.2.3 notwithstanding anything in this agreement, where the Department of Conservation is exercising its functions and powers under the Conservation Act 1987 and its Schedule 1 Acts, the Department will engage, where practicable, with iwi at an early stage in the exercise of those powers and functions to be able to appropriately consider the views of Tauranga Moana iwi and/or hapū;

1.2.4 the engagement when exercising the Departments powers and functions includes, within Schedule 1 Acts, particular areas of interest for iwi relating to the Marine Mammals Protection Act 1978, Marine Reserves Act 1971, Wildlife Act 1953, Reserves Act 1977, National Parks Act 1980; and

1.2.5 "Te Kūpenga Framework" are the arrangements set out in part 3 of the documents schedule of the Tauranga Moana collective deed dated [ ] and terms defined in the Framework have the same meaning when used in this agreement.

2. **Business and Planning Processes**

2.1 The Department's annual business planning process (informed by such things as the Government's policy directives, the Department's Statement of Intent and Strategic Direction and available funding) determines the Department's conservation work priorities.

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- 2.2 The Department and Tauranga Moana iwi will meet annually at an early stage in the Department's business planning cycle to discuss the following activities, within the Tauranga Moana iwi area of interest:
- 2.2.1 planning and budget priorities;
  - 2.2.2 work plans and projects; and
  - 2.2.3 proposed areas of cooperation in conservation projects, and the nature of that cooperation.
- 2.3 In the course of the annual business planning process, Tauranga Moana iwi will be able to request specific projects to be undertaken by the Department. Such requests will be taken forward into the business planning process and considered by the Department when it determines its overall priorities.
- 2.4 If a specific project is agreed, the Department and Tauranga Moana iwi will agree the nature of their collaboration on that project which may include finalising a work plan for the project. If a specific project is not undertaken, the Department will advise Tauranga Moana iwi of the reasons for this.
- 3. Input into Specific Conservation Activities and Projects**
- 3.1 The Department will endeavour to support Tauranga Moana iwi to undertake its own conservation-related projects, for instance by identifying other funding sources or by providing technical advice for those projects.
- 4. Communication**
- 4.1 The Department and Tauranga Moana iwi will seek to maintain effective and open communication with each other on an ongoing basis including by:
- 4.1.1 discussing operational issues, as required, at the initiative of either party;
  - 4.1.2 the Department and Tauranga Moana iwi hosting meetings on an alternating basis; and
  - 4.1.3 sharing of information in an open manner as requested by either party, subject to constraints such as the Official Information Act or Privacy Act.
- 4.2 As part of ongoing communication, the Department and Tauranga Moana iwi may agree to review the implementation of Te Kūpenga.
- 4.3 The Department and Tauranga Moana iwi will brief relevant staff and Conservation Board members on the content of Te Kūpenga.
- 5. Pest Control**
- 5.1 Within the first year of the operation of this relationship agreement, the Department and Tauranga Moana iwi will discuss:
- 5.1.1 species of pest plant and pest animals of particular concern within Te Kūpenga;

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- 5.1.2 the extent to which those pest species may impact on sites of significance to Tauranga Moana iwi and hapū;
- 5.1.3 ways in which those pest species may be controlled or eradicated.
- 5.2 In relation to the species and sites identified, the Department will, as part of its annual business planning processes:
  - 5.2.1 facilitate consultation with Tauranga Moana iwi and hapū on proposed pest control activities that it intends to undertake within Te Kūpenga particularly in relation to the use of poisons;
  - 5.2.2 provide Tauranga Moana iwi and hapū with opportunities to provide feedback on programmes and outcomes; and
  - 5.2.3 seek to coordinate its pest control programmes with those of Tauranga Moana iwi and hapū, particularly where Tauranga Moana iwi and hapū are the adjoining landowner.
- 6. **Marine Mammal Strandings**
  - 6.1 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
  - 6.2 Within 12 months from the effective date, the Department will work with the Forum in consultation with hapū to develop and agree a procedure for dealing with marine mammal strandings within the Tauranga Moana iwi area of interest.
- 7. **Species/Research Projects**
  - 7.1 Tauranga Moana iwi and hapū will identify species of particular significance to Tauranga Moana iwi and hapū and the Department will engage with the Partnership Forum to discuss opportunities for Tauranga Moana iwi and hapū to provide input and participate in:
    - 7.1.1 developing, implementing and/or amending the application of national species recovery programmes for those species within Tauranga Moana; and
    - 7.1.2 any research and monitoring projects that are, or may be, carried out (or authorised) by the Department for those species within Tauranga Moana.
  - 7.2 For species that have not been identified as being of particular significance to Tauranga Moana iwi and hapū, the Department will keep Tauranga Moana iwi and hapū informed of the national sites and species recovery programmes on which the Department will be actively working within Te Kūpenga Area.

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8. **Freshwater Quality and Fisheries**

***Freshwater Quality***

- 8.1 The Department and Tauranga Moana iwi and hapū have a mutual concern to ensure effective riparian management and water quality management in Tauranga Moana and that freshwater bodies are free from contamination. For Tauranga Moana iwi and hapū, the health and wellbeing of rivers within the Tauranga Moana and other waterways is of primary importance.
- 8.2 The Department will take all reasonable steps to prevent the pollution of waterways and the wider environment as a result of the Department's management activities (e.g. ensuring provision of toileting facilities).

***Freshwater Fisheries and Habitat***

- 8.3 Tauranga Moana iwi have identified that freshwater habitat and all indigenous freshwater species that were historically or are presently within Tauranga Moana (including fish and other aquatic life), are of high cultural value and to which they have a close association and interest.
- 8.4 The parties to this relationship agreement will identify common issues in the conservation of freshwater fisheries and freshwater habitats. Objectives for freshwater fisheries and habitats will be integrated into the annual business planning process. Actions may include: areas for cooperation in the protection, restoration and enhancement of riparian vegetation and habitats (including marginal strips); and the development or implementation of research and monitoring programmes within Tauranga Moana.

9. **New Protected Areas**

- 9.1 If the Department proposes to establish;
- 9.1.1 a new, or to reclassify existing, conservation land
- 9.1.2 a marine protected area under the Department's jurisdiction (e.g. a marine reserve or a marine mammal sanctuary)
- 9.2 the Department will notify the Forum at an early stage and engage with the Tauranga Moana iwi and hapū to ascertain their views on the on the proposal.

10. **Visitor and Public Information**

- 10.1 The promotion of Tauranga Moana iwi and hapū values will include the following measures:
- 10.1.1 seeking to raise public awareness of positive conservation partnerships developed by Tauranga Moana iwi and hapū, the Department and other stakeholders, for example, by way of publications, presentations and seminars;
- 10.1.2 consulting with Tauranga Moana iwi and hapū on how Tauranga Moana iwi and hapū tikanga, spiritual and historic values are respected in the provision of visitor facilities, public information and Departmental publications;

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10.1.3 taking reasonable steps to respect Tauranga Moana iwi and hapū tikanga spiritual and historic values in the provision of visitor facilities, public information and Departmental publications;

10.1.4 ensuring the appropriate use of information about Tauranga Moana iwi and hapū in the provision of visitor facilities and services, public information and Department publications by:

- (a) obtaining the consent of Tauranga Moana iwi and hapū prior to disclosure of information obtained in confidence from Tauranga Moana iwi and/or hapū;
- (b) consulting with Tauranga Moana iwi and hapū, before the Department uses information relating to Tauranga Moana iwi and hapū values;
- (c) encouraging Tauranga Moana iwi and hapū participation in the Department's volunteer and conservation events programmes by informing Tauranga Moana iwi and hapū of these programmes; and
- (d) encouraging any concessionaire proposing to use information provided by or relating to Tauranga Moana iwi and hapū to obtain the agreement (including on any terms and conditions) of Tauranga Moana iwi and hapū.

**11. Resource Management Act**

11.1 Tauranga Moana iwi and hapū and the Department both have interests in the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats.

11.2 Tauranga Moana iwi and hapū and the Department will seek to, wherever practicable, identify issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.

**12. Review of legislation**

12.1 The Department undertakes to keep Tauranga Moana iwi and hapū informed of any public reviews of the conservation legislation administered by the Department.

12.2 Tauranga Moana iwi and hapū may suggest and submit to the Minister of Conservation proposals for amendments to, or for, the review of conservation legislation.

**13. Contracting for services**

13.1 Where appropriate, the Department will consider using Tauranga Moana iwi and hapū as a provider of professional services.

13.2 Where contracts are to be tendered for conservation management within Tauranga Moana the Department will inform Tauranga Moana iwi and hapū.

13.3 The Department will, subject to available resourcing, and if requested by Tauranga Moana iwi and hapū, provide advice on how to achieve the technical requirements to become a provider of professional services.

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13.4 In accordance with standard administrative practice, wherever Tauranga Moana iwi individuals or entities are applying to provide services, appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision making process.

**14. Conservation Capacity Building**

14.1 The Department and the Forum will work together to identify opportunities for conservation capacity building for Tauranga Moana iwi and hapū and the Department's staff.

14.2 The Department and the Forum will inform each other of any conservation related educational or training opportunities. These could include opportunities for the Department's staff to learn about Tauranga Moana iwi and hapū tikanga and mātauranga and for members of Tauranga Moana iwi and hapū to learn about the Department's conservation knowledge and skills through being involved in the Department's work programmes and/or training initiatives.

14.3 When opportunities for conservation capacity building are available, the Department and the Forum will seek to ensure that the other's staff or members are able to participate.

14.4 The conservation capacity building is subject to the availability of resources that the Tauranga Moana iwi and the Department of Conservation have available.

**15. Concession Opportunities and Applications**

15.1 The Tauranga Area Office and the Forum will discuss possible concession opportunities on iwi owned reserves and public conservation land.

15.2 The Department will ensure that Tauranga Moana iwi are engaged at any early stage in any relevant concession proposals on public conservation land in the Tauranga Moana area of interest.

**16. Change of Departmental Place Names**

16.1 Subject to legislation, the Department will consult with Tauranga Moana iwi and hapū prior to any name changes for reserves or conservation areas within Tauranga Moana being submitted to the New Zealand Geographic Board by the Department.

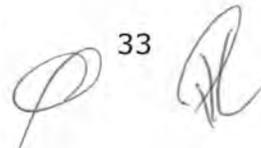
16.2 The Department will consult Tauranga Moana iwi and hapū on any new or amended office (e.g. Area Office) names.

**17. Limits of Relationship Agreement**

17.1 This relationship agreement does not:

17.1.1 restrict the Crown from exercising its powers or performing its functions and duties in good faith, and in accordance with the law and government policy, including:

- (a) introducing legislation;
- (b) changing government policy;

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- (c) making submissions on RMA applications and processes; or
- (d) issuing a similar relationship document to, or interacting or consulting with, anyone the Crown considers appropriate including any iwi, hapū, marae, whānau or representatives of tangata whenua;
- (e) restrict the responsibilities of the Minister or Department or the legal rights of Tauranga Moana iwi and hapū; or
- (f) grant, create or provide evidence of an estate or interest in or rights relating to:
  - (i) land held, managed or administered under conservation legislation; or
  - (ii) flora managed or administered under conservation legislation.

**18. Breach**

18.1 A breach of this relationship agreement is not a breach of the deed of settlement.

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