

NGĀ HAPŪ O NGĀTI POROU

and

HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND

**DEED TO AMEND
DEED OF AGREEMENT**

*Ruek.
JW*

DEED TO AMEND THE DEED OF AGREEMENT

THIS DEED is made on the 9th day of August 2017

BETWEEN

NGĀ HAPŪ O NGĀTI POROU

AND

HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND

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Background

General

- A. On 31 October 2008 Ngā Hapū o Ngāti Porou and Her Majesty the Queen in Right of New Zealand ("**the parties**") entered into a deed of agreement in relation to the foreshore and seabed area of the rohe of Ngāti Porou.
- B. On 29 September 2008 the Ngā Rohe Moana o Ngā Hapū o Ngāti Porou Bill was introduced to Parliament.
- C. Since the signing of the deed of agreement, the Foreshore and Seabed Act 2004 has been repealed and replaced by the Marine and Coastal Area (Takutai Moana) Act 2011.
- D. The parties have agreed to revise the terms of the deed of agreement to reflect the changes in circumstances since 31 October 2008.
- E. Consequently, the parties have agreed to amend the deed of agreement in the manner set out in Appendix A of this deed to amend.

IT IS AGREED as follows:

EFFECTIVE DATE OF THIS DEED

- 1.1 This deed takes effect on the day following the date of this deed.

AMENDMENTS TO THE DEED OF SETTLEMENT

- 1.2 The deed of agreement:
 - 1.2.1 is amended by making the amendments set out in Appendix A to this deed to amend; but
 - 1.2.2 remains unchanged except to the extent provided by this deed to amend.

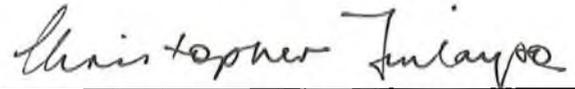
Rule
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COUNTERPARTS

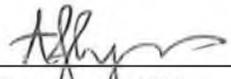
1.3 This deed to amend may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that the parties are not signatories to the original or same counterpart.

SIGNED as a deed on the 9th day of August 2017

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN IN RIGHT)
OF NEW ZEALAND by the Minister for)
Treaty of Waitangi Negotiations in the
presence of:



Honourable Christopher Finlayson QC



Signature of Witness
Zander Lyons (Alexander Lyons)

Witness Name
Private Secretary

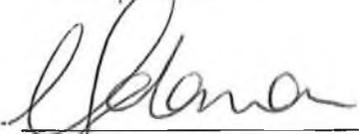
Occupation
11/42 Abel Smith St, Wellington

Address

SIGNED for and on behalf of)
HER MAJESTY THE QUEEN IN RIGHT)
OF NEW ZEALAND by the)
Minister for Māori Development
in the presence of:



Honourable Te Ururoa James William Ben Flavell



Signature of Witness
Naomi Solomon

Witness Name
Private Secretary

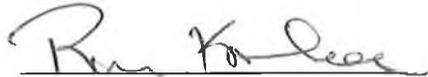
Occupation
65 Ngatitua St, Pongia

Address



SIGNED on behalf of NGĀ HAPŪ O NGĀTI POROU

SIGNED by Rei Mokena Kohere)
as authorised signatory of Pokitirua ki)
Whangaokena Takutai Kaitiaki Trust on
behalf of Potikirua ki Whangaokena
hapū in the presence of:



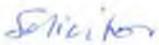
Rei Mokena Kohere



Signature of Witness



Witness Name



Occupation

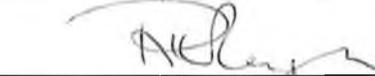


Address

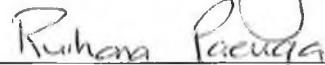
SIGNED by Nehe Mau Teki (Dick))
Turei as authorised signatory of)
Whangaokena ki Onepoto Takutai
Kaitiaki Trust on behalf of
Whangaokena ki Onepoto hapū in the
presence of:



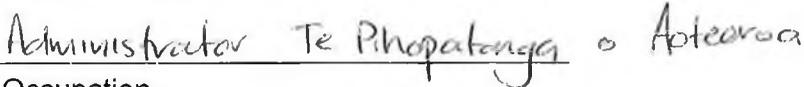
Nehe Mau Teki (Dick) Turei



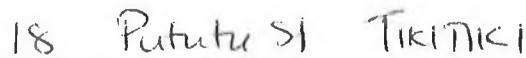
Signature of Witness



Witness Name



Occupation

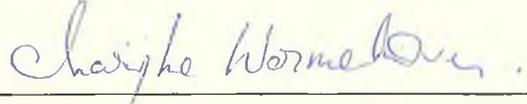


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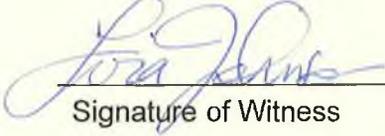


DEED TO AMEND THE DEED OF AGREEMENT

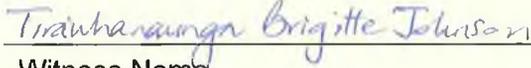
SIGNED by Marijke Adriana)
Warmenhoven as authorised signatory of)
Te Papatipu o Uepohatu me te Papatipu)
o te Ngaere Takutai Kaitiaki Trust on
behalf of Ōnepoto ki Rāhuimānuka hapū
in the presence of:



Marijke Adriana Warmenhoven



Signature of Witness



Witness Name

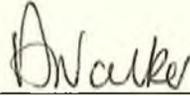


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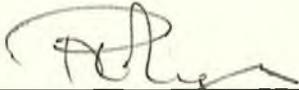


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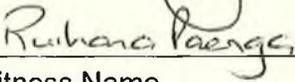
SIGNED by Agnes Lyn Walker as)
authorised signatory of Whanau Hapū of)
Te Aitanga a Mate Te Aowera and Te)
Whānau a Hinekehu Takutai Kaitiaki
Trust on behalf of Rāhuimānuka ki
Mataahu hapū in the presence of:



Agnes Lyn Walker



Signature of Witness



Witness Name



Occupation



Address

DEED TO AMEND THE DEED OF AGREEMENT

SIGNED by Wikitoria Gilvray as)
authorised signatory of Ngā Hapū o)
Waipiro Takutai Kaitiaki Trust on behalf
of Nga Hapū o Waipiro in the presence
of:



Signature of Witness

Tirāwhanau nga Brigitte Johnson

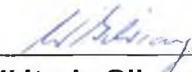
Witness Name

Editor

Occupation

Gisborne

Address



Wikitoria Gilvray

SIGNED by Nikki Searancke)
as authorised signatory of Ngāti)
Wakarara and Ngāti Hau Takutai
Kaitiaki Trust on behalf of Ngāti Hau
and Ngāti Wakarara hapū in the
presence of:



Signature of Witness

Tiket Te Ahuahu Pere

Witness Name

Secretary

Occupation

Gisborne

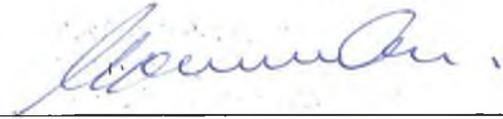
Address



Nikki Searancke

DEED TO AMEND THE DEED OF AGREEMENT

SIGNED by Harata (Charlotte) Gibson)
as authorised signatory of Ngati Oneone)
in the presence of:



Harata (Charlotte) Gibson



Signature of Witness

Tirahaurangi Brigitte Fison

Witness Name

Solitor

Occupation

Gisborne

Address

Other witnesses/people of ngā hapū o Ngāti Porou signed to indicate their support for the deed

L. Baird - Ngāti Horowhaki

D. King Te Whanau a Rua

D. King Te Whanau a - Tuntakairora

S. J. Parata Te Aitanga a mate

M. J. Parata Te Whanau a Pokai, Ngati Hau

M. J. Parata Te Whanau a Takimoana

T. Green Te Whanau a Tapuhi

T. Green Te Whanau a Takimoana

B. Banks Te Whanau a Pokai

N. T. Tibble Te Riu o Waiapu.

Audrey M. Pukipuki Ngati Wakarara

Miriam Green Gordon Ngati Hau

Stella W. Taylor - Ngati Wekarara,

Flora Lamoteo - Ngati Hau

M. J. Parata Ngati Hau

M. J. Parata Ngati Wakarara

APPENDIX A
AMENDMENTS TO THE DEED OF AGREEMENT

(amendments shown as track changes)

THIS DEED IS MADE BETWEEN

1. NGĀ HAPŪ O NGĀTI POROU

AND

2. HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND

BACKGROUND

General

- A. Prior to 1840, ngā hapū o Ngāti Porou were the iwi kaenga, and therefore the owners, of all of their coastal lands within their rohe (territory) that are contiguous to the ~~foreshore and seabed~~ marine and coastal area.
- B. Since 1840, ngā hapū o Ngāti Porou have retained ownership of a significant proportion of those coastal lands.
- C. Following the decision of the Court of Appeal in *Ngāti Apa & Ors v Attorney-General*, Te Rūnanga o Ngāti Porou, as well as particular whānau and hapū of Ngāti Porou, made applications to the Māori Land Court for orders declaring the foreshore and seabed in the Ngāti Porou rohe to be Māori customary land.
- D. At the same time the Crown announced that it proposed to introduce legislation to remove the Māori Land Court's jurisdiction to declare areas of foreshore and seabed to be Māori customary land and commenced a process of consultation and policy development towards achieving this objective.

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- E. At a series of hui-a-iwi (tribal meetings) commencing in August 2003, and at further hui (meetings) with various of the Ngāti Porou marae, hapū and taura here, support was given for Te Rūnanga o Ngāti Porou to enter into discussions with the Crown in order to ensure that the foreshore and seabed rights of ngā hapū o Ngāti Porou would continue to be recognised and protected.
- F. Te Rūnanga o Ngāti Porou, on behalf of ngā hapū o Ngāti Porou, commenced discussions with the Crown in order to ensure that, if the proposed legislation was enacted, the rights of ngā hapū o Ngāti Porou would continue to be recognised and protected.
- G. On 1 November 2004 the Crown and Te Rūnanga o Ngāti Porou, on behalf of ngā hapū o Ngāti Porou from Pōtikirua to Te Toka a Taiau, entered into terms of negotiation, which set out the scope, objectives and procedures for negotiations between the Crown and the Rūnanga in order to reach an agreement on the foreshore and seabed rights of ngā hapū o Ngāti Porou.
- H. On 24 November 2004 the Foreshore and Seabed Act 2004 ~~(the Act)~~ was passed into law. Despite the Rūnanga publicly expressing opposition to the Act, including in particular section 13(1), negotiations continued.
- I. On 30 September 2005 a statement of position and intent was signed by the Crown and the Rūnanga. This document recorded the progress that had been made in the negotiations up to that date, the proposed content of a final deed of agreement between the parties and the further steps required before a deed of agreement could be concluded.
- J. In December 2005 and January 2006 the Rūnanga, through a series of 17 hui, conducted a further mandating process to ascertain which hapū continued to support the negotiations with the Crown and which hapū did not support the negotiations. The statement of position and intent was used as the basis for reporting to the hapū about the negotiations and the progress being made on their behalf. The result of the further mandating process was that a large majority of hapū expressed clear and continued support for the negotiations. However, a number of hapū did not support the negotiations, were unclear in their position, or deferred making a decision.
- K. As a consequence of the further mandating process, the negotiations continued, but only in respect of the territorial customary rights claims of those hapū that had expressed clear support for the negotiations.

- L. In 2011 the Foreshore and Seabed Act 2004 was repealed and replaced by the Marine and Coastal Area (Takutai Moana) Act 2011. The Marine and Coastal Area (Takutai Moana) Act 2011 restored any customary interests extinguished by the Foreshore and Seabed Act. Under the Marine and Coastal Area (Takutai Moana) Act 2011, applicant groups, be they whānau, hapū, or iwi, can apply to have certain customary interests, including customary marine title, recognised in accordance with that Act.
- M. In place of the tests for territorial customary rights, Te Rūnanganui o Ngāti Porou, on behalf of ngā hapū o Ngāti Porou, and the Crown have agreed to apply the legal tests for customary marine title as set out in sections 58 and 59 of the Marine and Coastal Area (Takutai Moana) Act 2011. Te Rūnanganui o Ngāti Porou, on behalf of ngā hapū o Ngāti Porou, and the Crown have agreed to amend this deed to align it with the Marine and Coastal Area (Takutai Moana) Act 2011 where appropriate.

Position of Ngā Hapū o Ngāti Porou

- ~~L.N.~~ Ngā hapū o Ngāti Porou assert ownership to ngā rohe moana o ngā hapū o Ngāti Porou based on the common law, statute and tikanga and, amongst other things, point to unbroken occupation, the continued exercise of ancestral mana, and the fact that title to ngā rohe moana o ngā hapū o Ngāti Porou has never been ceded to the Crown. This ownership predates the signing of te Tiriti o Waitangi/the Treaty of Waitangi.
- ~~M.O.~~ Consistent with their assertion of ownership, ngā hapū o Ngāti Porou opposed the passing of the Foreshore and Seabed Act 2004, including, in particular, the Crown assertion of ownership in section 13(1).
- ~~N.P.~~ Ngā hapū o Ngāti Porou assert that the continued ownership of ngā rohe moana o ngā hapū o Ngāti Porou is a fundamental and integral expression of the mana of ngā hapū o Ngāti Porou.
- ~~O.Q.~~ Although not all of the rangatira of ngā hapū o Ngāti Porou signed te Tiriti o Waitangi/the Treaty of Waitangi, ngā hapū o Ngāti Porou have regarded themselves bound by the Treaty and have treated the Crown as a friend and protector of the rangatiratanga guaranteed to them under Article II of the Treaty. Accordingly, ngā hapū o Ngāti Porou have acted in the service of New Zealand and have honoured their obligations arising under the Treaty.
- ~~P.R.~~ In fulfilling their obligations under te Tiriti o Waitangi/the Treaty of Waitangi, ngā hapū o Ngāti Porou have, amongst other things, provided military service to the Crown, including military service during the First and Second World Wars.

~~Q.S.~~ Ngā hapū o Ngāti Porou have entered into this deed to better secure the legal expression, protection and recognition of their mana in relation to ngā rohe moana o ngā hapū o Ngāti Porou, but never still do not agreed with the Foreshore and Seabed Act 2004 and, in particular, section 13(1).

~~R.T.~~ Ngā hapū o Ngāti Porou consider that the sacrifice resulting from this military service reaffirmed their commitment to the agreements set out in te Tiriti o Waitangi/the Treaty of Waitangi and that there remains an onus on the Crown to fulfil its obligations to protect the rangatiratanga guaranteed to ngā hapū o Ngāti Porou under Article II of the Treaty.

Position of the Crown

~~S.U.~~ Under the Foreshore and Seabed Act 2004 ~~The the~~ Crown ~~has~~, by means of legislation and other measures, asserted its ownership of the public foreshore and seabed. ~~The Crown considers that this was clarified by sSection 13(1) of the that~~ Act, ~~which states stated~~ that the Crown ~~has had~~ full, legal and beneficial ownership of what was then referred to as the public foreshore and seabed and which is now referred to as the common marine and coastal area. ~~The reference to public foreshore and seabed in this paragraph S (and elsewhere in this deed) is a term defined by the Crown which reflects the words and definition used in the Act.~~

~~V.~~ Section 96(1) of the Foreshore and Seabed Act 2004 ~~enables enabled~~ the Attorney-General and the Minister of Māori Affairs to enter into an agreement with a group to recognise that, but for the vesting of the full legal and beneficial ownership of the public foreshore and seabed in the Crown by section 13(1), that group (or any members of that group) would have had a claim for territorial customary rights over a specified area of the public foreshore and seabed.

~~W.~~ The position of the Crown is now that neither the Crown nor any other person owns, or is capable of owning, the common marine and coastal area. This position is set out in section 11(2) of the Marine and Coastal Area (Takutai Moana) Act 2011.

~~T.X.~~ Section 11(2) of the Marine and Coastal Area (Takutai Moana) Act 2011 does not prohibit the recognition of certain customary rights in the common marine and coastal area. Such customary rights can be recognised where certain legal tests set out in the Marine and Coastal Area (Takutai Moana) Act are satisfied. The customary marine title of a group will be recognised if and only if the legal tests set out in section 58 and 59 of the Marine and Coastal Area (Takutai Moana) Act 2011 are met.

Acknowledgements

U-Y. The Crown recognises that:

- a. ngā hapū o Ngāti Porou continue to assert that they have ongoing and enduring ownership interests unbroken by the Foreshore and Seabed Act 2004 or the Marine and Coastal Area (Takutai Moana) Act 2011; and
- b. the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou is:
 - i. unbroken, inalienable and enduring; and
 - ii. held and exercised by ngā hapū o Ngāti Porou as a collective right.

V-Z. The parties acknowledge that resolution of their positions is best achieved through negotiation and agreement.

W-AA. The parties wish to encourage the recognition and protection of a way of life that is based on the economic, cultural and spiritual relationship between ngā hapū o Ngāti Porou and ngā rohe moana o ngā hapū o Ngāti Porou, which is a taonga tuku iho o ngā hapū o Ngāti Porou.

X-BB. The parties also wish to encourage and protect the cultural distinctiveness and social well-being of ngā hapū o Ngāti Porou.

Y-CC. The parties recognise the significant contributions of ngā hapū o Ngāti Porou to the history and culture of their rohe and New Zealand.

Z-DD. Te Tiriti o Waitangi/the Treaty of Waitangi lays an important foundation for the conduct of the present and ongoing relationship between the parties.

AA-EE. The parties wish to achieve certainty with respect to their relationships with each other and the inter-relationship with the public at large in respect of ngā rohe moana o ngā hapū o Ngāti Porou.

BB-FF. Accordingly, the parties have, in a spirit of co-operation and good faith, agreed to enter into this deed.

TERMS OF THIS DEED

1 PRINCIPLES UNDERLYING THE DEED

- 1.1 The following principles underlie the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou, as expressed in this deed:

Toitū te mana atua (principle 1)

It is acknowledged that ngā hapū o Ngāti Porou have, in accordance with their tikanga, an unbroken, inalienable and enduring relationship with ngā rohe moana o ngā hapū o Ngāti Porou. This deed will contribute to the legal expression, protection and recognition of the ability of ngā hapū o Ngāti Porou to continue to regulate and undertake activities on, over or within ngā rohe moana o ngā hapū o Ngāti Porou in accordance with their tikanga.

Toitū te mana whenua me te mana moana (principle 2)

This deed contributes to the legal expression, protection and recognition of the unbroken, inalienable and enduring mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te mana tangata (principle 3)

This deed contributes to the legal expression, protection and recognition of the right of ngā hapū o Ngāti Porou to exercise influence over persons carrying out activities within, or impacting upon, ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te Tiriti o Waitangi (principle 4)

- > Consistent with the partnership principle underlying te Tiriti o Waitangi/the Treaty of Waitangi, ngā hapū o Ngāti Porou and the Crown have entered into this deed in good faith and as equals.
 - > The parties acknowledge that they are obliged to give effect to this deed (in the manner described in this deed) and to act in good faith, fairly, reasonably and honourably towards each other.
- 1.2 It is agreed by the Crown and ngā hapū o Ngāti Porou that any issue of interpretation relating to how this deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1.

2 HOW THIS DEED WORKS

- 2.1 This deed sets out the agreement of the parties relating to ngā rohe moana o ngā hapū o Ngāti Porou (which is identified in further detail in schedule 1) and the contents of the proposed recognition legislation to give effect to this agreement.
- 2.2 Clauses 4 and 5 of this deed contribute to the legal expression, protection and recognition of the continued exercise of mana by ngā hapū o Ngāti Porou over ngā rohe moana o ngā hapū o Ngāti Porou, and set out the particular ways in which that contribution to the legal expression, protection and recognition is given to the exercise of mana by ngā hapū o Ngāti Porou.
- 2.3 Clause 6 of this deed contributes to the legal expression, protection and recognition of the exercise of mana by ngā hapū o Ngāti Porou in ~~territorial customary rights~~ customary marine title areas and sets out the particular ways in which that contribution to the legal expression, protection and recognition is given to the exercise of mana by ngā hapū o Ngāti Porou in those areas.

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2.4 The schedules to this deed set out the detail relating to the agreement. Clauses 4 to 1243 of this deed, which are subject to those schedules, set out the general scope of those schedules and the intention of ngā hapū o Ngāti Porou and the Crown that the instruments created by or under this deed will provide a basis for ngā hapū o Ngāti Porou to exercise and legally express, protect and recognise their mana in relation to ngā rohe moana o ngā hapū o Ngāti Porou.

3 ACKNOWLEDGEMENT OF ASSOCIATION OF NGĀ HAPŪ O NGĀTI POROU WITH NGĀ ROHE MOANA O NGĀ HAPŪ O NGĀTI POROU

3.1 The Crown and ngā hapū o Ngāti Porou acknowledge that:

- a. ngā hapū o Ngāti Porou continue to assert that they have ongoing and enduring ownership interests over ngā rohe moana o ngā hapū o Ngāti Porou that are unbroken by the Marine and Coastal Area (Takutai Moana) Act 2011; and
- b. the Crown asserts ~~ownership over the public foreshore and seabed by virtue of section 13(1) of the Act~~ that neither the Crown nor any other person owns, or is capable of owning, the common marine and coastal area by virtue of section 11(2) of the Marine and Coastal Area (Takutai Moana) Act 2011. Customary marine title will be recognised if the legal tests as set out in the relevant sections of Marine and Coastal Area (Takutai Moana) Act 2011 are met.

4 LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU IN RELATION TO NGĀ ROHE MOANA O NGĀ HAPŪ O NGĀTI POROU

4.1 The mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou is:

- a. unbroken, inalienable and enduring; and
- b. held and exercised by each of ngā hapū o Ngāti Porou as a collective right.

4.2 The undertakings set out in this deed have been agreed in good faith in order to contribute to the legal expression, protection and recognition of the continued exercise of mana by ngā hapū o Ngāti Porou over ngā rohe moana o ngā hapū o Ngāti Porou where ngā hapū o Ngāti Porou have, and continue to, exercise mana through their activities in accordance with their tikanga.

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5 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU IN RELATION TO NGĀ ROHE MOANA O NGĀ HAPŪ O NGĀTI POROU

(see schedules 2 and 5 for the details)

5.1 In order to contribute to the legal expression, protection and recognition of the continued exercise of mana by ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou, and to contribute to the legal expression, protection and recognition of the association of ngā hapū o Ngāti Porou with that area ~~in a manner that is consistent with section 3 of the Act~~, the Crown will, in relation to ngā rohe moana o ngā hapū o Ngāti Porou, provide for legislation to:

- a. ensure that the Crown's contribution to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou over ngā rohe moana o ngā hapū o Ngāti Porou will be recorded on key public documents and that ngā hapū o Ngāti Porou will be provided with copies of any application for resource consent that relates to the area as a means of facilitating the effective participation in resource consent processes by ngā hapū o Ngāti Porou. The contribution to the legal expression, protection and recognition thus accorded to ngā hapū o Ngāti Porou carries with it the requirement that ngā hapū o Ngāti Porou are to be treated as persons who:
 - i. in respect of resource consents, may be ~~adversely~~ affected by any activity for which a resource consent is sought; and
 - ii. in respect of certain decisions under the ~~Historic Places Act 1993~~ Heritage New Zealand Pouhere Taonga Act 2014, are directly affected by the matter to which the decision relates,

(statutory overlay, part A of schedule 2); and

- b. ensure that key public documents will provide appropriate recognition of the mana of ngā hapū o Ngāti Porou by taking into account issues, objectives, policies and rules or other methods of ngā hapū o Ngāti Porou that relate to the sustainable management of natural and physical resources (environmental covenant instrument, part B of schedule 2); and

- c. entitle ngā hapū o Ngāti Porou to continue their ongoing customary activities in ngā rohe moana o ngā hapū o Ngāti Porou without the need for a resource consent to ensure that the relationship of ngā hapū o Ngāti Porou with their culture and traditions are appropriately protected (protected customary activities instrument, part C of schedule 2); and
- d. where agreed wāhi tapu or wāhi tapu areas exist in ngā rohe moana o ngā hapū o Ngāti Porou, enable the making of prohibitions or restrictions on persons accessing the wāhi tapu and wāhi tapu areas, including appointing persons to monitor and to assist with enforcing the prohibitions and restrictions (wāhi tapu instrument, part D of schedule 2); and
- e. establish a forum through which ngā hapū o Ngāti Porou will be able to discuss with key Ministers the health of the relationship between ngā hapū o Ngāti Porou and the Crown and issues of shared importance relating to the coastal marine area (relationship instruments, part E of schedule 2); and
- f. establish by binding agreements how the relationship between ngā hapū o Ngāti Porou and key Ministers and their departments will be conducted in relation to policies and decisions affecting ngā rohe moana o ngā hapū o Ngāti Porou (relationship instruments, part E of schedule 2); and
- g. encourage each of the Gisborne District Council and the New Zealand Transport Agency to enter into a memorandum of understanding with ngā hapū o Ngāti Porou that describes the manner in which that local authority and New Zealand Transport Agency will conduct their relationship with ngā hapū o Ngāti Porou in relation to issues and policies that affect ngā rohe moana o ngā hapū o Ngāti Porou (relationship instruments, part E of schedule 2); and
- h. endorse and support the continued exercise of the customary fishing practices of ngā hapū o Ngāti Porou in ngā rohe moana o ngā hapū o Ngāti Porou by implementing a customary fisheries regime through regulations (fisheries mechanism, part F of schedule 2); and



- i. ensure that ngā hapū o Ngāti Porou effectively participate in the processes related to establishing or extending marine reserves and conservation protected areas, and granting conservation related concessions (conservation mechanism, part G of schedule 2); and
 - j. ensure that ngā hapū o Ngāti Porou effectively participate in the processes related to conserving species and providing legal protection for the right of ngā hapū o Ngāti Porou to possess wildlife matter and marine mammal matter (conservation mechanism, part G of schedule 2); and
 - k. give traditional Ngāti Porou names to, or alter the names of, particular areas that have cultural significance to ngā hapū o Ngāti Porou (place names instrument, part H of schedule 2); and
 - l. erect pouwhenua at particular sites that have cultural significance to ngā hapū o Ngāti Porou (pouwhenua instrument, part I of schedule 2).
- 5.2 Consistent with their longstanding practice regarding access and use of ngā rohe moana o ngā hapū o Ngāti Porou, ngā hapū o Ngāti Porou have agreed with the Crown that, to provide certainty to the wider public and to those presently undertaking accommodated activities within ngā rohe moana o ngā hapū o Ngāti Porou, those accommodated activities will be able to be continued (paragraph 3 of schedule 5).

6 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU WHERE ~~TERRITORIAL CUSTOMARY RIGHTS ARE~~CUSTOMARY MARINE TITLE IS RECOGNISED

(see schedules ~~3, 4, 5~~ and ~~65~~ for the details)

- 6.1 In order to contribute to the legal expression, protection and recognition of the continued exercise of mana by ngā hapū o Ngāti Porou in relation to the ~~territorial customary rights~~ customary marine title areas, and to contribute to the legal expression, protection and recognition of the association of ngā hapū o Ngāti Porou with those areas ~~in a manner that is consistent with section 3 of the Act~~, the parties agree to the legislation providing the following recognition instruments:

- a. Ngā hapū o Ngāti Porou will have the right to approve, or withhold approval for, any application for resource consent relating to a ~~territorial customary rights~~ customary marine title area (permission right, Part A of Schedule 4) ~~if that activity will or is likely to have a significant adverse effect on the relationship of ngā hapū o Ngāti Porou with the environment in the territorial customary rights area. Certain specified activities will be deemed to have a significant adverse effect~~

~~on the relationship of ngā hapū o Ngāti Porou with the environment in the territorial customary rights area. In addition, ngā hapū o Ngāti Porou will have the right to approve, or withhold approval for, any request by a person in response to a regional council invitation under the Resource Management Act 1991 to change a regional coastal plan to establish an aquaculture management area in a territorial customary rights area (permission right, part A of schedule 4).~~

- b. In addition to the contribution to the legal expression, protection and recognition of mana described in clause 5.1h, in a ~~territorial customary rights~~customary marine title area, the fisheries regulations will enable the making of bylaws by ngā hapū o Ngāti Porou to place restrictions and prohibitions on fishing in that area (extended fisheries mechanism, part B of schedule 4).
- c. In addition to the contribution to the legal expression, protection and recognition of mana described in clause 5.1b, where the key public documents relate to a ~~territorial customary rights~~customary marine title area, those plans will recognise and provide for the issues, objectives, policies and rules or other methods of ngā hapū o Ngāti Porou relating to the sustainable management of natural and physical resources (extended environmental covenant instrument, part C of schedule 4).
- d. In addition to the contribution to the legal expression, protection and recognition of mana described in clauses 5.1i and 5.1j, the ~~territorial customary rights~~recognised customary marine title hapū will have the right to give, or refuse to give, their consent to applications to establish marine reserves, proposals to establish or extend conservation protected areas, applications for concessions, proposals to establish or extend marine mammal sanctuaries, and applications for commercial marine mammal permits in a ~~territorial customary rights~~customary marine title area (extended conservation mechanism, part D of schedule 4).
- e. Ngā hapū o Ngāti Porou will have prima facie ownership of any taonga tūturu found in a customary marine title area (taonga tūturu instrument, part E of schedule 4).
- d.f. Ngā hapū o Ngāti Porou will have, and may exercise, ownership of minerals (other than petroleum, gold, silver and uranium existing in their natural condition) that are located within a customary marine title area (minerals instrument, part F of schedule 4).

~~6.2 The Attorney-General and the Minister of Māori Affairs have entered into an agreement with ngā hapū o Ngāti Porou for the purposes of section 96 of the Act (relating to recognising territorial customary rights) (schedule 3).~~

~~7 RESOLUTION OF TERRITORIAL CUSTOMARY RIGHTS CLAIMS AND CUSTOMARY RIGHTS ORDER CLAIMS~~

~~(see schedule 6 for the details)~~

~~7.1 Ngā hapū o Ngāti Porou agree that:~~

~~7.2 the agreements set out in this deed, as more particularly described in clauses 5 and 6, resolve the territorial customary rights claims and customary rights order claims of ngā hapū o Ngāti Porou; and~~

~~7.3 the extent to which ngā hapū o Ngāti Porou may make applications to the High Court under the Act is set out in schedule 6 and part C of schedule 8.~~

87 MANAGEMENT ARRANGEMENTS

(see schedule 7 for the details)

~~8.17.1~~ Schedule 7 sets out the management arrangements that ngā hapū o Ngāti Porou will use to manage their rights and interests under this deed.

98 RATIFICATION

(see part A of schedule 8 for the details)

~~9.18.1~~ Part A of schedule 8 sets out the process conducted by ~~Te Rūnanga o Ngāti Porou~~ ngā hapū o Ngāti Porou to identify those hapū of Ngāti Porou that have chosen to ratify this deed (including the amendments) and those hapū that have chosen not to ratify this deed (including the amendments).

~~9.28.2~~ Te Rūnanganui o Ngāti Porou and the Crown confirm that they are satisfied that the mandated signatories have the mandate from ngā hapū o Ngāti Porou to sign this deed (including amendments) on behalf of ngā hapū o Ngāti Porou.

~~9.38.3~~ Any hapū of ngā hapū o Ngāti Porou that have not ratified this deed (including amendments) are not bound by the provisions of this deed ~~and, in particular, do not have their territorial customary rights claims (if any) and customary rights order claims (if any) affected in the terms set out in schedule 6.~~

109 RECOGNITION LEGISLATION

(see part B of schedule 8 for the details)

*Rmk
DW*

~~10.19.1~~ 10.19.1 The Crown agrees to propose specific legislation for ngā rohe moana o ngā hapū o Ngāti Porou for introduction in order to give effect to this deed (including the amendments).

~~11.10~~ 11.10 WHEN THIS DEED HAS EFFECT

(see part ~~D-C~~ D-C of schedule 8 for the details)

~~11.110.1~~ 11.110.1 This deed comes into force in the manner described in part ~~D-C~~ D-C of schedule 8.

~~12.11~~ 12.11 MISCELLANEOUS MATTERS

(see schedule 9 for further details)

~~12.111.1~~ 12.111.1 Miscellaneous matters relating to the working of this deed are set out in schedule 9.

~~13.12~~ 13.12 DEFINITIONS AND INTERPRETATION

(see schedule 10 for further details)

~~13.112.1~~ 13.112.1 The definitions of certain words and phrases used in this deed, and how this deed is to be interpreted, are set out in schedule 10.

SIGNED AS A DEED on [Insert date]

SIGNED for and on behalf of HER)
MAJESTY THE QUEEN in right of)
New Zealand by the Attorney-)
General and the Minister of Māori)
Affairs:)

Hon Dr Michael Cullen, Attorney-
General, in the presence of:

Hon Mita Rinui (for and on
behalf of the Minister of Māori
Affairs) in the presence of:

WITNESS

Name: Moana Mackey
Occupation: MP
Address: 27 Lyndhurst St
Gisborne.

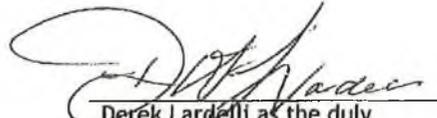
WITNESS

Name: Beresita Smith
Occupation: Public Servant
Address: Waiapu

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by their duly)
mandated signatories in the presence)
of:)

Hemi Leach as the duly
mandated signatory for Ngāti
Konohi

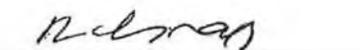
Keriana Thomson as the duly
mandated signatory for Ngāti
Konohi


Derek Lardelli as the duly
mandated signatory for Ngāti
Konohi


Ingrid Collins as the duly
mandated signatory for Ngāti
Konohi


Mihi Kutia as the duly
mandated signatory for Ngāti
Patuwhare


Maria Whitehead as the duly
mandated signatory for Ngāti
Patuwhare


Ngawhira Gray as the duly
mandated signatory for Te
Whānau a Rangipureora

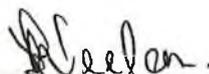

Sam Walker as the duly
mandated signatory for Te
Whānau a Rangipureora



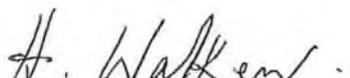
Te Wairemana Elizabeth Keelan
as the duly mandated signatory
for Ngāti Ira and Ngāti
Kahukuranui



John Tuari as the duly
mandated signatory for Ngāti
Ira and Ngāti Kahukuranui



Tunis Keelan as the duly
mandated signatory for Ngāti
Kuranui

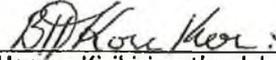


Hira Walker as the duly
mandated signatory for Ngāti
Kuranui

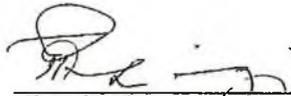


Mereaira Davies as the duly
mandated signatory for Ngāti
Ira, Ngāti Hau and Ngāti
Wakarara

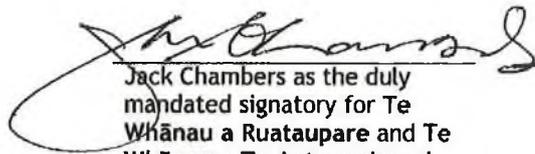




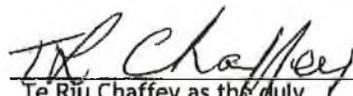
Henare Kirikiri as the duly
mandated signatory for Ngāti
Ira, Ngāti Hau and Ngāti
Wakarara



Tate Pewhairangi as the duly
mandated signatory for Te
Whānau a Ruataupare and Te
Whānau a Te Aotawarirangi



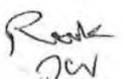
Jack Chambers as the duly
mandated signatory for Te
Whānau a Ruataupare and Te
Whānau a Te Aotawarirangi

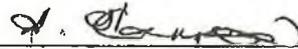


Te Riu Chaffey as the duly
mandated signatory for Te
Whānau a Ruataupare and Te
Whānau a Te Aotawarirangi

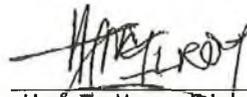


Maniera Moana Rasmussen as
the duly mandated signatory
for Ngāi Taharora





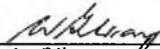
Sharon Mary Harrison as the
duly mandated signatory for
Ngāi Taharora



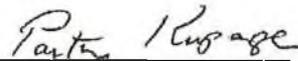
Harō Te Moana Edeh McIlroy as
the duly mandated signatory of
for Te Whānau a Rakairoa and
Te Whānau a Haemata



George Henare as the duly
mandated signatory for Te
Whānau a Rakairoa and Te
Whānau a Haemata



Wikitoria Gilvray as the duly
mandated signatory for Te
Whānau a Rakairoa and Te
Whānau a Haemata



Paitini A Te Piwa Kupenga as
the duly mandated signatory for
Te Aitanga a Mate, Te Whānau
a Hinekehu and Te Aowera

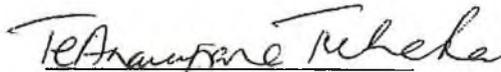




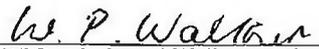
Selwyn Tanetoa Parata as the
duly mandated signatory for Te
Aitanga a Mate, Te Whānau a
Hīnekehu and Te Aowera



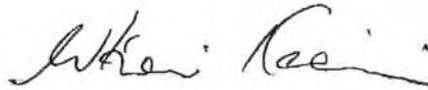
Hohepa Rairi Ngarimu as the
duly mandated signatory for Te
Aitanga a Mate, Te Whānau a
Hīnekehu and Te Aowera



Te Anauapare Tuhaka as the duly
mandated signatory for Te
Aitanga a Mate, Te Whānau a
Hīnekehu and Te Aowera



Wi Pewhairangi Walker as the
duly mandated signatory for
Ngāti Uepohatu

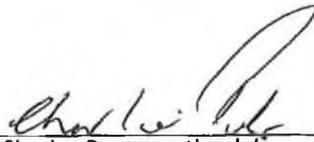


Whai Kaiwai as the duly
mandated signatory for Ngāti
Rangi





Huia Smith as the duly
mandated signatory for Te
Whānau a Ruataupare ki
Tuparoa



Charles Poutu as the duly
mandated signatory for Ngāi
Tangihare



David Haerewa as the duly
mandated signatory for Te
Whānau a Hinekehu (Rauru
Marae)

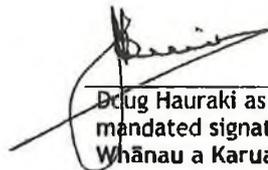


Mōrehu Te Maro as the duly
mandated signatory for Te
Whānau a Pokai and Te
Whānau a Hineauta



Graham Atkins as the duly
mandated signatory for Te
Whānau a Pokai and Te
Whānau a Hineauta


Eru Paonga as the duly
mandated signatory for Ngāti
Horowai and Te Whānau a
Uruhōnea

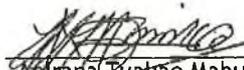

Doug Hauraki as the duly
mandated signatory for Te
Whānau a Karuaiti

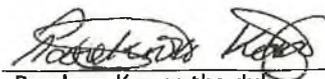

Herewini Te Koha as the duly
mandated signatory for Te
Whānau a Karuaiti

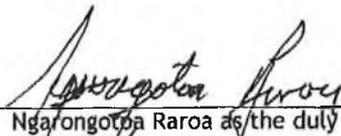


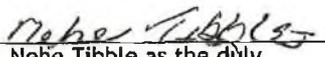
Atamarie P Wilson as the duly
mandated signatory for Te
Whānau a Rakahōia

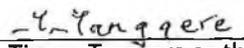

Natana Maukahu Ihaka as the
duly mandated signatory for Te
Whānau a Uruahi and Te
Whānau a Tinatoka


Apirana Ruahae Mahuika as the
duly mandated signatory for Te
Whānau a Rakaimataura


Parekura Kaa as the duly
mandated signatory for Te
Whānau a Takimoana


Nga'ongotua Raroa as the duly
mandated signatory for Ngāi
Tane and Ngāti Nua

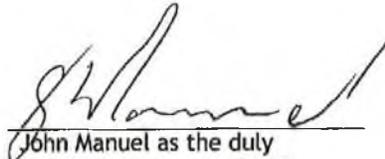

Nehe Tibble as the duly
mandated signatory for Te
Whānau a Uruahi and Ngāti
Putanga


Tipuna Tangāere as the duly
mandated signatory for Te
Whānau a Hīnepare and Ngāti
Nua

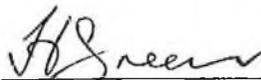




Te Rangi Matanuku Kaa as the
duly mandated signatory for
Te Whānau a Hinepare and Te
Whānau a Tapuhi



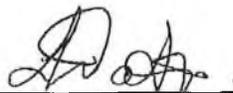
John Manuel as the duly
mandated signatory for Te
Whānau a Takimoana



Hikiri Green as the duly
mandated signatory for Ngāi
Tane and Te Whānau a
Takimoana



Rarawa Kohere as the duly
mandated signatory for Te
Whānau a Rerewa (Ngāti
Hokopu) and Te Whānau a
Hunaara



Leonard Walker as the duly
mandated signatory for Te
Whānau a Hunaara and Te
Whānau o Te Aotahi

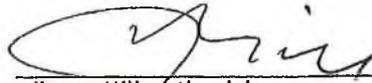




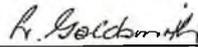
Rawiri Wanoa as the duly
mandated signatory for Te
Whānau a Hinerupe



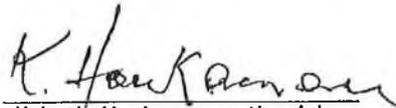
Trevor Evans as the duly
mandated signatory for Te
Whānau a Hinerupe and Te
Whānau a Kahu



Jimmy Mill as the duly
mandated signatory for Te
Whānau a Hinerupe and Ngāi
Tuere



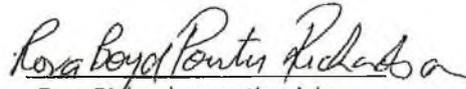
Lena Goldsmith as the duly
mandated signatory for Te
Whānau a Hinerupe and Te
Whānau o Te Aotahi



Kahutiā Houkama as the duly
mandated signatory for Te
Whānau a Tuwhakairiora and
Te Whānau a Te Aotaki



Stuart McClutchie as the duly
mandated signatory for Te
Whānau a Tuwhakairiora and
Te Whānau a Te Aotaki



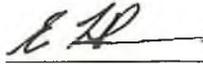
Rora Richardson as the duly
mandated signatory for Te
Whānau a Tuwhakairiora and
Te Whānau a Te Aotaki

WITNESS



Name: MATAPUKU KIHIRI MATUIKA
Occupation: SOLICITOR
Address: WELLINGTON

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by their duly)
mandated signatories in the)
presence of:)



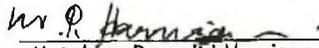
Elder Te Reo as the duly
mandated signatory for Te
Whānau a Iritekura

WITNESS



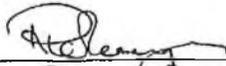
Name: Ruhanā Paenga
Occupation: FSSB Coordinator
Address: 18 Pututu St
Tikitiki

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by their duly)
mandated signatories in the)
presence of:)



Matekino Paranihi Harrison as
the duly mandated signatory
for Te Whānau a Rakairoa
and Te Whānau a Haemata

WITNESS



Name: Ruhanā Paenga
Occupation: FSSB Coordinator
Address: 18 Pututu St
Tikitiki

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by their duly)
mandated signatories in the) WJ Walker
presence of:) William Walker as the duly
mandated signatory for Te
Whānau a Hinetaora

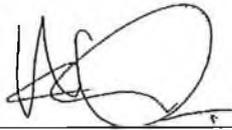
WITNESS



Name: NATHAN REUBEN MILNER
Occupation: SOLICITOR
Address: WELLINGTON

SIGNED for and on behalf of NGĀ) Fahito McClutchie
HAPŪ O NGĀTI POROU by their duly) Renata Tauhara
mandated signatories in the)
presence of:) Fahito McClutchie as the duly
mandated signatory for Te
Whānau a Umuariki

WITNESS



Name: MATIASU KIHIRINI MAFFUA
Occupation: SOLICITOR
Address: WELLINGTON

SIGNED for and on behalf of NGĀ
HAPŪ O NGĀTI POROU by their duly
mandated signatories in the
presence of:

) 
) HEREMIYU MAITEREANGI (NGĀTI)
) ~~Tom Tangere~~ as the duly
) mandated signatory for Ngāti
Horowai and Te Whānau a
Mahaki

WITNESS

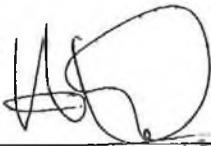


Name: MATAPEKE KUIRINI MATUKA
Occupation: SOLICITOR
Address: WELLINGTON

SIGNED for and on behalf of NGĀ
HAPŪ O NGĀTI POROU by their duly
mandated signatories in the
presence of:

) 
) Robert Collier
) ~~Robert McLeod~~ as the duly
) mandated signatory for Te
Whānau a Rakahoea

WITNESS



Name: MATAPEKE KUIRINI MATUKA
Occupation: SOLICITOR
Address: WELLINGTON



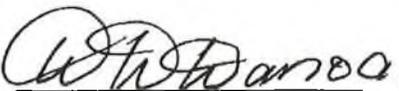
SIGNED for and on behalf of NGĀ
HAPŪ O NGĀTI POROU by their duly
mandated signatories in the
presence of:

) 
)
)
) Te Ra Nui o te Tau Paenga as
the duly mandated signatory
for Ngāti Putaanga

WITNESS


Name: NATHAN REUBEN MILNER
Occupation: SOLICITOR
Address: WELLINGTON

SIGNED for and on behalf of NGĀ
HAPŪ O NGĀTI POROU by their duly
mandated signatories in the
presence of:

) 
)
)
) Whi Wanoa as the duly
mandated signatory for Te
Whānau a Hunaara

WITNESS


Name: STEPHEN BRECHT
Occupation: PUBLIC SERVANT
Address: WELLINGTON



SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by their duly)
mandated signatories in the)
presence of:) Joseph Rangihuna
Joseph Rangihuna as the duly
mandated signatory for Te
Whānau a Hunaara

WITNESS

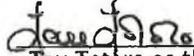
Ruihana Paenga
Name: Ruihana Paenga
Occupation: FSSB Coordinator
Address: PO Box 6 Tikitiki

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by their duly)
mandated signatories in the)
presence of:) Merehēni Waitoa
Merehēni Waitoa as the duly
mandated signatory for Ngāi
Tuere and Ngāti Tamakoro

WITNESS

Ruihana Paenga
Name: Ruihana Paenga
Occupation: FSSB Coordinator
Address: PO Box 6 Tikitiki

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by their duly)
mandated signatories in the)
presence of:)



Tau Totoro as the duly
mandated signatory for Ngāi
Tuere and Ngāti Tamakoro

WITNESS



Name: STEPHEN BLEWETT
Occupation: PUBLIC SERVANT
Address: WELLINGTON

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by their duly)
mandated signatories in the)
presence of:)



RONGOTAIHIA JANSEN
Rop Jansen as the duly
mandated signatory for Te
Whānau a Tuwhakairiora and
Te Whānau a Te Aotaki

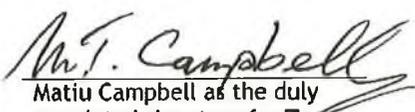
WITNESS



Name: Rukia Paenga
Occupation: FSSB Coordinator
Address: PO Box 6 Tikihiki



SIGNED for and on behalf of NGĀ
HAPŪ O NGĀTI POROU by their duly
mandated signatories in the
presence of:

)
) 
) M. T. Campbell
) Matiu Campbell as the duly
mandated signatory for Te
Whānau a Tuwhakairiora and
Te Whānau a Te Aotaki

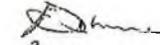
WITNESS



Name: STEPHEN BRECHT
Occupation: PUBLIC SERVANT
Address: WELLINGTON

Other witnesses/people of ngā hapū o Ngāti Porou signed below to indicate their support for the deed

O Kūkā
Ki Kingi


Te Whanau a Raukumara.
Aniwa Fleming Te Whanau a Teitohokāina
Nita N. Repa.

Mahanga Mau
Te Whanau a Luatapuane,
M. L. L. L. L.
S. Taylor
C Kercher (Hauri)

Approved (Whanau-a-Le-ao-Yacouinangi)

1 H. Kaa 703 Rangitukia Road R. d. 1 Tihui

Roahe Leomichia Williams
Mie po Awaru
Roene Tai Walker
April Papani. Ngai Sane! Te Whanau a Hui Pare
Mary Sturm (NEE JENARO) Te Whanau A Pokai 31/10/08.
Kera Walker Kaa Whanau-a-Tapuhi

Rumau Leaf Ngatiporou
Pinch Matenga Ngati Patuwhare.
Elaine Hauri Ngati Porou.
Iritana Hauri Ngati Porou.
Natasha Nawatai Ngati Paas/waimata.
Aniwa Fleming Te Whanau a Teitohokāina

Rmk
OW

Wana Kauri Whangara / Mangaituna

BETTY NOBLE TIKITIKI NGATI POROU.

Ngamate Allen Noble Haniti.

heighsah Kedar Tekani Uawa Ngati Porou.

Mary-Jane Sapsford Pukera Bay Ngati Porou.

Torva Poretu Mangahana Uawa

Michelle Wanao, Hinerupe, Hunaara, Tuhakairora Ngati Porou

MOANA RANBIMIA Aitanga a MATE ROA.

MAUDE GARMONSWAY ~~Marmonsway~~ TE ARARA NGATI POROU

MAKANA HUKU Ipatani HINGI AMATEA ANAKA BAY

Parekura Huku P.M. Hinetamatea ANAKA BAY

Jan Houkama ~~Tuhakairora~~ Tuhakairora Wharekahu

~~PHOUKAMA~~

Anaere Houkama Whara a Tuhakairora.

Hiria-Te Kauru Green Te Whānau a Takimoana

Karima Mahara Whiti Te Rima
Manakahi Ngati-Konohi
Waha Kapi

Ani-Piki Tuani

Rahukuraniwi, Kuraniwi

dene Leach.

MANGATUNA

Mangatuna Ngati Porou

Heigh Walker

St George Bay Ngati Porou.

L Kanae

Hinerupe

Ngati Porou

Johannes ~~Wanao~~ Wanao Hinerupe's Matahirotetau

Ramona Wanao Hinerupe - Te Whānau a Kauri

Other witnesses/people of ngā hapū o Ngāti Porou signed below to indicate their

Ari Atkins, Ngāti Pokai, Ngāti Porou. ^{support for the deed}

Poma Green Te Whānau a Takimōana
Sally Banks Pokai Tkepa
Hanna Hebra Hinelamātea Anaua Bay.
John DAVIES

Karukuraiti Brown Hinelamātea Marae Anaua Bay.
Karangahāi Karuara: Hinelamātea Marae Mangatani.
William Guy Walker Puketawai marae Kaiawa Road
Lil Kulu 7 Forster St Puketawai marae

Puti Rickard (McClutchie) Te Tahuhu o Ngāti Uepohatu Hei!
Kay Pohatu (McClutchie) Ngāti Uepohatu

Anne Burnens Rakaioa, Te Hāmata + Iritekura
Hine Leowan Rakaioa Te Hāmata + Iritekura.
Francis Hohere Jay, here Te Whānau a Ruatapuere

Lyn Te Atahua Harrison Iritekura
Sue McIlroy Ngāti Taharora
Jim McIlroy Ngāti Taharora

Peggy Pardee Iritekura, Te Hāmata / Rakaioa
Kura Tibble Hinemape (k. Waiapu),
KATA TAMENO IRITEKURA RAKAIOA,
Reremona Ngata Box 3 Tikitea

Leaheta Man " " Te Hāmata, Iritekura

A. Henry Whānau A Rakaioa, Te Hāmata, Iritekura
Ashlee Atkins - Te Whānau a Pokai
Tama Papuni - Iles - Ngāti Tene.

Lena Barckman Whānau a Takimōana
Archie Gilroy Ngāti Porou.
Hans Holles Ngāti Porou
Wendy K. Northey Whānau a Rakaioa / TE HĀMATA / IRITEKURA
Denee Rimiti (Tibble) Tikitea Mōkai

Pele Rangimara 158 Belmont St Beachville
 Awha kach Manatapa / Whangara
 Patricia hemmel Te Whanau - a - Ruatapuare
 Catherine Walker Tikitiki Ngatipokai Ngatiporou
 Sharon Green S. E. Hauri
 Denis Tipimons Anaura Bay
~~123456789~~ 123456789 Mahalia church Hauri
 Heratamai Koia Eruera Te teko Ngati Porou
 Dover Hema Hinematua, Te Awara
 Bryan Puki Puki ~ Te Aitanga-a-Hauri ~ Ngati Wakarara
 Kaurohara Mape Te Aitanga-a-Mehaki
 W. Morrison Ngati Konohi
 Merereti Rangihua Whanau a Hunara Ngati Porou
 Rubana Paera Puhanga Hinerepe Teke Whanau Ruatapuare
 DARYL WI TAMHOU TE PUKI TUHAKA - AI TANGA - A - MATE
 NGATI HOKOWAI
 Min Vette (nee Love) Whangara Ngati Konohi
 Jan Maken Waka Paera Ngati Konohi (tuturu)
 Lenana Hymans
 Muriel Puketapu Saitoko Ngati Konohi
 JIRITEKURA
 Faith Wain Hine Rupe
 Rangimarie Wana Hinerepe Te Arorua Ngati Porou
 GEORGE HENARE - JIRITEKURA WAIPIRO BAY
 Barbara Tennant Tikitiki/Rangitukia Ngati Porou

LIST OF SCHEDULES TO THIS DEED

- Schedule 1: Ngā Rohe Moana o Ngā Hapū o Ngāti Porou
- Schedule 2: Legal Expression, Protection and Recognition of Mana in relation to Ngā Rohe Moana o Ngā Hapū o Ngāti Porou
- Part A: Statutory Overlay
 - Part B: Environmental Covenant Instrument
 - Part C: Protected Customary Activities Instrument
 - Part D: Wāhi Tapu Instrument
 - Part E: Relationship Instruments
 - Part F: Fisheries Mechanism
 - Part G: Conservation Mechanism
 - Part H: Place Names Instrument
 - Part I: Pouwhenua Instrument
- Schedule 3: ~~[Schedule removed] Territorial Customary Rights Recognition Agreement~~
- Schedule 4: Legal Expression, Protection and Recognition of Mana in relation to ~~Territorial Customary Rights~~ Customary Marine Title Areas
- Part A: Permission Right
 - Part B: Extended Fisheries Mechanism
 - Part C: Extended Environmental Covenant Instrument
 - Part D: Extended Conservation Mechanism
 - Part E: Taonga Tūturu Instrument
 - Part F: Minerals Instrument
- Schedule 5: Extent of Legal Expression, Protection and Recognition of Mana
- Schedule 6: ~~Resolution of Territorial Customary Rights~~ Customary Marine Title and Other Matters ~~Claims and Customary Rights Order Claims~~
- Schedule 7: Management Arrangements
- Schedule 8: Process for Giving Effect to the Deed
- Part A: Ratification
 - Part B: Recognition Legislation
 - ~~Part C: High Court Process~~
 - Part CD: Deed into Force and Termination
 - Part DE: Implementation Resources

Schedule 9: Miscellaneous Matters

Schedule 10: Definitions and Interpretation

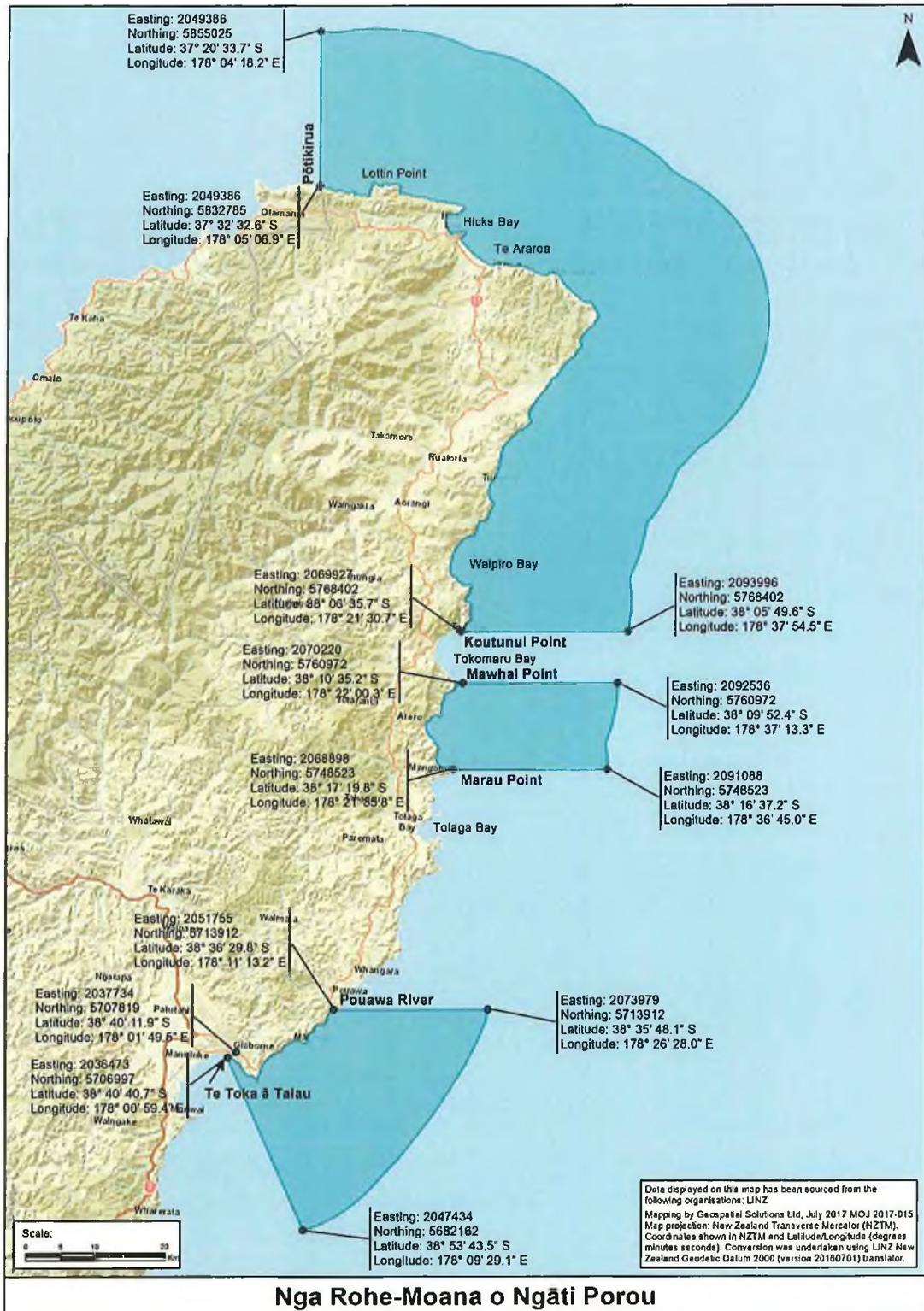
SCHEDULE 1

Ngā Rohe Moana o Ngā Hapū o Ngāti Porou

(clause 2.1)

- 1.1 The ~~foreshore and seabed~~common marine and coastal area within the rohe of Ngāti Porou, which extends from Pōtikirua in the north to Te Toka a Taiau in the south between coordinates 37° 32' 32.6"S/178° 05' 06.9"E, and 38° 40' 11.9"S/178° 01' 49.5"S, and:
- a. includes the ~~territorial customary rights~~customary marine title areas; but
 - b. excludes, for the purposes of the deed, the rohe of the hapū described in paragraph b of the definition of "ngā hapū o Ngāti Porou".
 - i. ~~any land that is, for the time being, subject to a specified freehold interest; and~~
- 1.2 Ngā rohe moana o ngā hapū o Ngāti Porou is further identified on the following map:

Schedule 1: Ngā Rohe Moana o Ngā Hapū o Ngāti Porou



Ngā Rohe-Moana o Ngāti Porou

*Rowe
Dun*

SCHEDULE 2

Legal Expression, Protection and Recognition of Mana in relation to Ngā Rohe Moana o Ngā Hapū o Ngāti Porou

(clauses 4 and 5)

1 RECOGNITION OF MANA

- 1.1 The mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou is:
- a. unbroken, inalienable and enduring; and
 - b. held and exercised by each of ngā hapū o Ngāti Porou as a collective right.

2 LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF MANA AS AGREED IN THIS DEED

- 2.1 This schedule sets out how the Crown and ngā hapū o Ngāti Porou have agreed to give effect to the recognition of mana, as described in paragraph 1.1, in ngā rohe moana o ngā hapū o Ngāti Porou as a whole. The following recognition instruments will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou:
- a. statutory overlay (part A); and
 - b. environmental covenant instrument (part B); and
 - c. protected customary activities instrument (part C); and
 - d. wāhi tapu instrument (part D); and
 - e. relationship instruments (part E); and
 - f. fisheries mechanism (part F); and
 - g. conservation mechanism (part G); and
 - h. place names instrument (part H); and
 - i. pouwhenua instrument (part I).

- 2.2 Additional contributions to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou are set out in schedule 4 in relation to those parts of ngā rohe moana o ngā hapū o Ngāti Porou that are also ~~territorial customary rights~~customary marine title areas.
- 2.3 This schedule also includes the following appendices:
- a. the initial form of the whakamana accord (appendix 1); and
 - b. the initial form of the relationship instruments (appendix 2).

PART A

Statutory Overlay

3 WHAT THE STATUTORY OVERLAY WILL DO

- 3.1 In order to recognise the ongoing and enduring mana of ngā hapū o Ngāti Porou, the statutory overlay, as described in this part, will demonstrate to the public and local authorities the mana of ngā hapū o Ngāti Porou by:
- a. ensuring that the special status of ngā rohe moana o ngā hapū o Ngāti Porou is recorded in the recognition legislation and in key public documents; and
 - b. facilitating the effective participation of ngā hapū o Ngāti Porou in:
 - i. the resource consent process under the Resource Management Act 1991; and
 - ii. processes under the ~~Historic Places Act 1993~~. [Heritage New Zealand Pouhere Taonga Act 2014](#).

4 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU THROUGH THE STATUTORY OVERLAY

- 4.1 The statutory overlay will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by enhancing public awareness, through key public documents, of the rights and interests of ngā hapū o Ngāti Porou, by identifying ngā rohe moana o ngā hapū o Ngāti Porou. The mana of ngā hapū o Ngāti Porou will be recognised by ensuring that ngā hapū o Ngāti Porou:
- a. have an automatic right to be notified of, and participate in, local authority processes and Environment Court proceedings concerning any application for resource consent affecting ngā rohe moana o ngā hapū o Ngāti Porou; and

- b. have involvement where a matter of national significance, which is within or impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou, is referred to a board of inquiry for consideration under the Resource Management Act 1991; and
- c. are deemed to be a person directly affected by the exercise of certain powers and decisions under the [Historic Places Act 1993](#) [Heritage New Zealand Pouhere Taonga Act 2014](#).

5 TERMS OF THE STATUTORY OVERLAY

5.1 Paragraphs 5.2 to 5.7 of this part record the matters that will be provided for in the recognition legislation to give effect to the statutory overlay.

5.2 Effect of the statutory overlay on the Resource Management Act 1991:

- a. The relevant hapū of ngā hapū o Ngāti Porou will be deemed to be persons, under section 274(1) of the Resource Management Act 1991, who have an interest greater than the public generally in proceedings in respect of an application for resource consent for activities within, adjacent to, or impacting directly on all or any part of ngā rohe moana o ngā hapū o Ngāti Porou. This is because ngā hapū o Ngāti Porou are recognised as having mana over ngā rohe moana o ngā hapū o Ngāti Porou. The effect of this will be that the relevant hapū of ngā hapū o Ngāti Porou have the right to become a party to those proceedings.
- b. Where a consent authority notifies, under section ~~95A 93 (b)~~ of the Resource Management Act 1991, an application for resource consent for an activity within, adjacent to, or impacting directly on all or any part of ngā rohe moana o ngā hapū o Ngāti Porou, it will be required to provide a copy of that application to each of the relevant hapū of ngā hapū o Ngāti Porou. Regulation 10(2) of the Resource Management (Forms, Fees and Procedures) Regulations 2003 will be amended to give effect to this requirement. Where a consent authority has provided a copy of an application for resource consent to a ~~territorial customary rights recognised customary marine title~~ hapū under the permission right (as described in part A of schedule 4) and the ~~territorial customary rights recognised customary marine title~~ hapū is entitled to a copy of that application, as described in this paragraph 5.2b, the consent authority will only be required to provide written notice of the application for the purposes described in this paragraph 5.2b.
- c. Where an application for resource consent for an activity within, adjacent to, or impacting directly on all or any part of ngā rohe moana

o ngā hapū o Ngāti Porou is not notified under section ~~95A 93~~ of the Resource Management Act 1991, then:

- i. the relevant hapū of ngā hapū o Ngāti Porou will be deemed, for the purposes of section ~~95B(1) 94(1)~~ of that Act, to be affected persons in respect of who may be adversely affected by the activity that is the subject of the application; and
- ii. the consent authority will be required to provide the relevant hapū of ngā hapū o Ngāti Porou with a copy of the application at the time that the notice is served under section ~~95B(2) 94(1)~~ of that Act.

5.3 Effect of the statutory overlay on call in powers: In order to recognise the ongoing and enduring mana of ngā hapū o Ngāti Porou, where, under the Resource Management Act 1991, a decision is made to call in a matter of national significance that is within ngā rohe moana o ngā hapū o Ngāti Porou and the relevant Minister(s) decides to refer the matter to a board of inquiry for consideration, or where the relevant Minister(s) decides to refer a matter of national significance that is within ngā rohe moana o ngā hapū o Ngāti Porou to a board of inquiry under section 147(1)(a) of the Resource Management Act 1991, he or she will be required to:

- a. give due regard to the views of ngā hapū o Ngāti Porou when he or she develops any relevant terms of reference; and
- b. seek a nomination from ngā hapū o Ngāti Porou of any individual, who may or may not be a member of ngā hapū o Ngāti Porou, for inclusion as a member of the board of inquiry; and
- c. where ngā hapū o Ngāti Porou nominate, as described in paragraph 5.3b, an individual, appoint that individual as a member of the board of inquiry.

5.4 Effect of the statutory overlay on the ~~Historic Places Act 1993~~ Heritage New Zealand Pouhere Taonga Act 2014: The relevant hapū of ngā hapū o Ngāti Porou will be deemed, for the purposes of sections ~~14(6)(a), 20(1) 45(4)(b), 56(5)(b)(ii), 58(1) and 20(6)(d) 59(1)(a)(iv)~~ of the ~~Historic Places Act 1993~~ Heritage New Zealand Pouhere Taonga Act 2014, to be a person directly affected by an exercise of power or decision (as the case may be) where that exercise of power or decision relates to ngā rohe moana o ngā hapū o Ngāti Porou.

5.45.5 Effect of the statutory overlay generally:

- a. Where a key public document wholly or partially covers ngā rohe moana o ngā hapū o Ngāti Porou, the agency that has responsibility for that document must attach a map to the document that identifies ngā rohe moana o ngā hapū o Ngāti Porou.
- b. The map will be required to note that ngā rohe moana o ngā hapū o Ngāti Porou is subject to a statutory overlay under the recognition legislation.

5.55.6 Map for public notice: The map that will be attached to the key public document, as described in paragraph 5.5a, is for the purposes of public notice only.

5.65.7 Interpretation: In this part, a reference to the “*relevant hapū*” means the hapū whose rohe within ngā rohe moana o ngā hapū o Ngāti Porou is within, or adjacent to, all or any part of the area the subject of the application for resource consent or relevant to the exercise of a power or decision under the Heritage New Zealand Pouhere Taonga Act 2014, including an area that will be directly impacted by the activity that is the subject of the application.

PART B

Environmental Covenant Instrument

6 WHAT THE ENVIRONMENTAL COVENANT INSTRUMENT WILL DO

- 6.1 In order to contribute to the legal recognition of the ongoing and enduring mana of ngā hapū o Ngāti Porou, may prepare a document, to be called the environmental covenant, setting out their issues, objectives, policies and rules or other methods relating to the promotion of their world view, including the promotion of sustainable management of ngā rohe moana o ngā hapū o Ngāti Porou and the protection of the cultural and spiritual identity of ngā hapū o Ngāti Porou.
- 6.2 Local authorities will be required to:
- a. review their key public documents to ensure that those key public documents take into account the issues, objectives, policies and rules or other methods of ngā hapū o Ngāti Porou, as set out in the environmental covenant, to the extent that the environmental covenant relates to resource management issues; and
 - b. until that review is completed, have regard to the environmental covenant, to the extent that the environmental covenant relates to resource management issues, when making decisions under section 104 of the Resource Management Act 1991.
- 6.3 In relation to ~~territorial customary rights~~ customary marine title areas, there will be an extended environmental covenant instrument, which is described in part C of schedule 4.

7 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU THROUGH THE ENVIRONMENTAL COVENANT INSTRUMENT

7.1 The environmental covenant instrument will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by:

- a. enabling ngā hapū o Ngāti Porou to outline, in a document, matters that will promote and protect their world view, particularly relating to their spiritual and cultural integrity and the sustainable management of natural and physical resources; and
- b. requiring local authorities to ensure that their key public documents take into account the issues, objectives, policies and rules or other methods expressed in the environmental covenant; and
- c. until those key public documents take account of the issues, objectives, policies and rules or other methods set out in the environmental covenant, requiring local authorities to have regard to the environmental covenant when making decisions under section 104 of the Resource Management Act 1991; and
- d. providing that, as ngā hapū o Ngāti Porou continue to develop their environmental covenant, the local authorities ensure that those key public documents take into account that developing view; and
- e. requiring persons performing statutory functions, under the Resource Management Act 1991 ~~and~~ in respect of the development of a national policy statement or national environmental standard that impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou, to consider the matters set out in the environmental covenant that relate to resource management issues within the scope of those statutory functions in certain circumstances; and
- f. requiring ~~the Historic Places Trust~~Heritage New Zealand Pouhere Taonga to have regard to the environmental covenant when exercising certain powers under the ~~Historic Places Act 1993~~Heritage New Zealand Pouhere Taonga Act 2014 and requiring the Environment Court to have regard to the environmental covenant when determining appeals in respect of those powers; and
- g. requiring local authorities to consider the matters set out in the environmental covenant when ~~it makes~~making decisions under the

Local Government Act 2002 that impacts on ngā rohe moana o ngā hapū o Ngāti Porou.

- 7.2 It is also intended that the environmental covenant will assist persons who exercise functions and powers under the Resource Management Act 1991 to meet their obligations, including under sections 6(e) (recognise and provide for the relationship of Māori and their culture and traditions with their ancestral lands, water, sites, wāhi tapu, and other taonga), 6(f) (protection of historic heritage from inappropriate subdivision, use and development), 7(a) (have particular regard to kaitiakitanga) and 8 (take into account the principles of te Tiriti o Waitangi/the Treaty of Waitangi) of that Act.

8 TERMS OF THE ENVIRONMENTAL COVENANT INSTRUMENT

- 8.1 Paragraphs 8.2, 8.3, 8.4, 8.6, 8.7, 8.8 and 8.9 of this part record the matters that will be provided for in the recognition legislation to give effect to the environmental covenant instrument.

- 8.2 **Contents of the environmental covenant:** The environmental covenant will contain issues, objectives, policies and rules or other methods of ngā hapū o Ngāti Porou in relation to:

- a. the promotion of the sustainable management of the natural and physical resources in ngā rohe moana o ngā hapū o Ngāti Porou; and
- b. the protection of the cultural and spiritual identity and integrity of ngā hapū o Ngāti Porou.

- 8.3 **Review of key public documents by local authorities:**

- a. A local authority will be required to review its key public documents (including, to avoid doubt, its proposed key public documents) that cover or directly affect all, or any part of, ngā rohe moana o ngā hapū o Ngāti Porou to ensure that the key public documents take into account the matters set out in the environmental covenant where those matters relate to resource management issues.
- b. Where a local authority, after reviewing a key public document, considers that the key public document:
 - i. requires change in order to take into account the matters set out in the environmental covenant, it will be required to change the key public document in the manner set out in schedule 1 of the Resource Management Act 1991; or

- ii. can remain without change, it will be required to give public notice of that decision, including setting out its reasons for that decision.

- c. Ngā hapū o Ngāti Porou will have the right to dispute, by written notice to the local authority not later than 30 working days after the giving of public notice described in paragraph 8.3b.ii, whether a reviewed key public document (or any part or provision of a key public document relevant to matters covered in the Environmental Covenant) should remain without change. Where, after reconsidering the matter, the local authority still considers that a key public document (or any part or provision of a key public document relevant to matters covered in the Environmental Covenant) can remain without change, then:
 - i. the local authority will be required to give written notice to ngā hapū o Ngāti Porou of that decision, including setting out its reasons for that decision; and
 - ii. ngā hapū o Ngāti Porou will have the right to appeal to the Environment Court against that local authority decision; and
 - iii. a notice of appeal will be required to state the reasons for the appeal and will be required to be lodged with the Environment Court within 30 working days after the decision being notified to ngā hapū o Ngāti Porou, as described in paragraph 8.3c.i or within such further time as the Environment Court may allow; and
 - iv. where, after considering that matter, the Environment Court considers that there should be a change to the key public document, the Environment Court will be required to order the local authority to initiate a change to that key public document in the manner set out in schedule 1 of the Resource Management Act 1991.

- d. Each local authority will be required to commence its review, as described in paragraph 8.3a, as part of its next preparation or review of, or change or variation to, that key public document under section 61, 66, 74 or 79 of the Resource Management Act 1991 (as the case may be) occurring after ngā hapū o Ngāti Porou lodge the initial signed environmental covenant with the local authority.

- e. After the initial review of its key public documents (as described in paragraph 8.3d), a local authority will be required to take into account the matters that relate to resource management issues that are set out

in the environmental covenant most recently lodged with the local authority each time that it prepares or changes those key public documents.

- f. To avoid doubt, paragraphs 8.3b and 8.3c apply, with all necessary changes, to the preparation or changing of key public documents under paragraph 8.3e.

8.4 Application of the environmental covenant prior to inaugural review:

From the effective date or the date on which the first environmental covenant is lodged with the relevant local authority (whichever is the later) until the relevant key public document takes into account the issues, objectives, policies and rules or other methods set out in the environmental covenant, the local authority will be required to:

- a. have regard to the environmental covenant when making decisions under section 104 of the Resource Management Act 1991; and
- b. attach a copy of the environmental covenant to that key public document.

8.5 Signing of the environmental covenant: The parties agree that the first environmental covenant will be signed by both of them and, where ngā hapū o Ngāti Porou propose to have an environmental covenant in place from the effective date, then:

- a. at least 15 working days prior to the effective date, the parties must sign the environmental covenant; and

b. on or before the effective date, ngā hapū o Ngāti Porou must lodge the signed environmental covenant with all local authorities who have responsibility for all or any part of ngā rohe moana o ngā hapū o Ngāti Porou.

8.6 Review of the environmental covenant: Ngā hapū o Ngāti Porou may review ~~will be required to review~~ the environmental covenant, but no earlier than three years from the lodging of the first environmental covenant or the completion of the previous review of the environmental covenant by ngā hapū o Ngāti Porou, whichever is the later. ~~no less than every 10 years.~~ Ngā hapū o Ngāti Porou will be required to provide written notice to the local authorities of any amendment to the environmental covenant, including attaching a revised environmental covenant signed by ngā hapū o Ngāti Porou.

8.7 National policy statements and national environmental standards:

- a. Where a person is performing a statutory function, under the Resource Management Act 1991, in respect of the development of a national policy statement or national environmental standard, that person will be required to take cognisance of the mana of ngā hapū o Ngāti Porou by considering the matters set out in the environmental covenant, where those matters relate to resource management issues, when making any decision on the development of that statement or standard but only to the extent that:
 - i. the environmental covenant relates to resource management issues; and
 - ii. the statement or standard impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou.
- b. For the purposes described in paragraph 8.7a:
 - i. in respect of a national policy statement, the environmental covenant is deemed to be a relevant matter to be considered by a board of inquiry under section 51(1)(e) of the Resource Management Act 1991; and
 - ii. in respect of a national environment standard, the environmental covenant is deemed to be a matter to be considered when the Minister for the Environment is considering the scope of the proposed national environmental standard.

8.8 Impact on the ~~Historic Places Act 1993~~ Heritage New Zealand Pouhere Taonga Act 2014: ~~The Historic Places Trust~~ Heritage New Zealand Pouhere Taonga and the Environment Court will be required to have regard to the environmental covenant when:

- a. in the case of ~~the Historic Places Trust~~ Heritage New Zealand Pouhere Taonga, exercising a power, under sections ~~14(1) to (3)~~ 48, 56 and 62 of the ~~Historic Places Act 1993~~ Heritage New Zealand Pouhere Taonga Act 2014, relating to ngā rohe moana o ngā hapū o Ngāti Porou; or
- b. in the case of the Environment Court, determining an appeal, under section ~~20-59~~ of that Act, in respect of the exercise of that power.

~~and sections 14(3A) and 20(6)(e) of the Historic Places Act 1993 will be amended to give effect to this requirement.~~

- 8.9 **Application of other legislation:** Without limiting any other provision in this environmental covenant instrument or the recognition legislation generally, the environmental covenant will be deemed to be a matter to be considered under sections 77(1), 78, 81 and 82 of the Local Government Act 2002 where the relevant decision relates to ngā rohe moana o Ngāti Porou.

PART C

Protected Customary Activities Instrument

9 WHAT THE PROTECTED CUSTOMARY ACTIVITIES INSTRUMENT WILL DO

9.1 In order to recognise the ongoing and enduring mana of ngā hapū o Ngāti Porou, the protected customary activities instrument will provide legal protection to ensure ngā hapū o Ngāti Porou are able to continue their ongoing customary activities in ngā rohe moana o ngā hapū o Ngāti Porou without the need for a resource consent, as described in this part.

10 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU THROUGH THIS INSTRUMENT

10.1 The protected customary activities instrument will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by supporting the continued exercise of customary activities that are integral to the tikanga of ngā hapū o Ngāti Porou and have been undertaken continuously since 1840 in ngā rohe moana o ngā hapū o Ngāti Porou. This instrument will support the protected customary activities by providing legal protection to ngā hapū o Ngāti Porou to carry out such activities without the need for a resource consent. Ngā hapū o Ngāti Porou will also have the ability to derive a commercial benefit from the exercise of the protected customary activities.

11 TERMS OF THE PROTECTED CUSTOMARY ACTIVITIES INSTRUMENT

11.1 Paragraphs 11.2 to 11.95 of this part record the matters that will be provided for in the recognition legislation to give effect to the protected customary activities instrument.

11.2 Effect of the protection:

- a. Where an activity is agreed to be a protected customary activity then:
 - i. the activity will be able to be carried on, exercised or followed in the relevant location, in accordance with any scale, extent or frequency limitation agreed by the parties, by an authorised person, as described in paragraph 11.2b.i, despite:
 - A. sections 9 to 17 of the Resource Management Act 1991; or
 - B. a rule in any plan; and

- ii. no coastal occupation charge provided for in a regional coastal plan will be able to be imposed on a person where that person is carrying out that activity in accordance with the protected customary activities instrument.
- b. Where it is agreed that a hapū will have rights in respect of a protected customary activity, then that hapū will have the right to:
 - i. determine who, in accordance with the tikanga of ngā hapū o Ngāti Porou, will be able to carry on, exercise or follow the protected customary activity; and
 - ii. limit or suspend, ~~in whole or in part, a the exercise of the~~ protected customary activity, in whole or in part, for any reason that accords with the tikanga of the hapū; and
 - iii. derive a commercial benefit from carrying out the protected customary activity.
- c. Where a protected customary activity is carried out in an area of ngā rohe moana o ngā hapū o Ngāti Porou other than a ~~territorial customary rights~~ customary marine title area, then:
 - i. a consent authority will not be able to grant an application for resource consent (including a controlled activity) to do something that will, or is likely to, have ~~a significant adverse effects that are~~ more than minor on that protected customary activity unless the relevant hapū gives their written approval for the activity which is the subject of the application; ~~and~~
 - ii. ~~in determining whether a proposed activity will, or is likely to, have a significant adverse effect on a protected customary activity, a consent authority will be required to:~~
 - A. ~~seek the views of the relevant hapū; and~~
 - B. ~~consider the matters listed in section 107A(2)(a) to (g) of the Resource Management Act 1991; and~~
 - C. ~~have particular regard to:~~
 - > ~~the views of the hapū about the effects of the proposed activity on the protected customary activity;~~

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- ~~> the issues, objectives, policies and rules or other methods of ngā hapū o Ngāti Porou that relate to the sustainable management of natural and physical resources as set out in the environmental covenant that is in force at the time the determination is made; and~~
 - ~~> despite sections 77B(2)(aa) and 104A of the Resource Management Act 1991, the approval process described in this paragraph 11.2c may prevent the grant of an application for resource consent for a controlled activity.~~
- d. Where the relevant hapū gives their approval, as described in paragraph 11.2c.i:
 - i. the consent authority will not be able to grant a resource consent that is beyond the scope of the application that received the approval from the relevant hapū; and
 - ii. where the carrying out of the activity which is the subject of the application for resource consent would have the effect of restricting or preventing the exercise of the protected customary activity, then:
 - A. the relevant hapū will be required to acknowledge in writing the effect described in this paragraph 11.2d.ii; and
 - B. both the written approval and the written acknowledgement (if applicable) described in paragraphs 11.2c.i and 11.2d.ii.A will be required to:
 - > form part of the application for resource consent for the relevant activity; and
 - > where resource consent is granted, form part of the resource consent for that activity.
- e. To avoid doubt, the written approval and written acknowledgement, as described in paragraphs 11.2c.i and 11.2d.ii.A are not required for an accommodated matter.

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11.3 Agreeing protected customary activities:

- a. The parties will agree the customary activities to be covered by the protected customary activities instrument, including any controls to avoid significant adverse effects on the environment, as follows:
- i. Ngā hapū o Ngāti Porou will be required, within two years of the effective date of this deed, to inform, by written notice, the ~~Attorney-General and the Minister of Māori Affairs~~ Responsible Minister that ngā hapū o Ngāti Porou propose that the protected customary activities instrument should cover a customary activity.
- ii. Ngā hapū o Ngāti Porou will be required to include, with the notice described in paragraph 11.3a.i, information on the location and scale, extent and frequency of the activity and evidence that demonstrates that the customary activity:
- ~~A. is an activity, use or practice; and~~
- ~~B. is integral to the tikanga of ngā hapū o Ngāti Porou; and~~
- ~~C. has origins that predate 1840 and has been carried on in accordance with the tikanga of ngā hapū o Ngāti Porou in a substantially uninterrupted manner in a specified area of ngā rohe moana o ngā hapū o Ngāti Porou; and~~
- ~~D. continues to be carried out in accordance with the tikanga of ngā hapū o Ngāti Porou in the same area of ngā rohe moana o ngā hapū o Ngāti Porou; and~~
- ~~E. is not prohibited in any enactment or rule of law (not including a prohibition imposed by a rule in a plan); and~~
- ~~F. has not been extinguished as a matter of law.~~
- A. has been exercised since 1840; and
- B. continues to be exercised in a particular part of the common marine and coastal area within ngā rohe moana o ngā hapū o Ngāti Porou in accordance with tikanga whether it continues to be exercised in exactly the same or a similar way, or evolves over time; and
- C. is not extinguished as a matter of law.

- iii. Where ngā hapū o Ngāti Porou ~~and, the Attorney-General, and the Minister of Māori Affairs~~ Responsible Minister agree that the protected customary activities instrument should cover a customary activity proposed by ngā hapū o Ngāti Porou, the Responsible Minister will be required to ~~Attorney-General and the Minister of Māori Affairs~~ publish a notice in the Gazette setting out ~~will be required to notify the Minister of Conservation of this agreement, including:~~
- A. where applicable, the scale, extent or frequency of that activity; and
 - B. which hapū will have the rights described in paragraph 11.2b for the customary activity; and
 - C. the location where the customary activity will be able to be carried out with the protections described in this part.
- ~~b. On receipt of the notice by the Minister of Conservation, he or she will be required to:~~
- ~~i. publish a notice in the Gazette setting out those matters described in paragraphs 11.3a.iii.A to 11.3a.iii.C; and~~
 - ~~ii. iv. The Responsible Minister will forward a copy of the *Gazette* notice to:~~
 - A. the relevant hapū of ngā hapū o Ngāti Porou; and
 - ~~B. the management arrangements; and~~
 - ~~C. B. Gisborne District Council; and~~
 - C. the Minister for Conservation; and
 - D. the Minister for Māori Development; and
 - E. the chief executive of the Ministry of Justice; and
 - ~~D. F. the chief executive of Land Information New Zealand; and~~
 - E. G. the chief executive of the Department of Conservation.
- ~~b. The Responsible Minister will also provide the chief executive of Land Information New Zealand with a document containing any other information necessary to meet the requirements of section 114(3) of the Marine and Coastal Area (Takutai Moana) Act 2011, together with~~

the Gazette notice, and, upon receipt, the chief executive of Land Information New Zealand will enter the details of those documents onto the marine and coastal area register in accordance with section 114 of the Marine and Coastal Area (Takutai Moana) Act 2011.

c. On the publication date of the notice in the Gazette, the customary activity that is the subject of the notice will be deemed to be a protected customary activity for the purposes of the protected customary activities instrument.

e.d. The Marine and Coastal Area (Takutai Moana) Act 2011 will have no further application or effect in relation to that Gazette notice, except for as provided for in paragraph 11.3.b and under section 114 of that Act and as otherwise provided for in the terms of this deed.

11.4 If the High Court makes a recognition order under the Marine and Coastal Area (Takutai Moana) Act 2011 recognising a protected customary right of a hapū of Ngāti Porou within ngā rohe moana o ngā hapū o Ngāti Porou, then that protected customary right will be deemed to be a protected customary activity for the purposes of this deed.

11.5 Not later than 5 working days after a recognition order in relation to that protected customary right has been sealed, the Registrar of the High Court must give notice in accordance with section 110 of the Marine and Coastal Area (Takutai Moana) Act 2011.

11.6 Following that notice, the chief executive of Land Information New Zealand will enter the details of that recognition order onto the marine and coastal area register in accordance with section 114 of the Marine and Coastal Area (Takutai Moana) Act 2011.

11.7 The Marine and Coastal Area (Takutai Moana) Act 2011 will have no further application or effect in relation to that recognition order, except as provided for in paragraphs 11.6 and 11.7 and under sections 110 to 114 of that Act and as otherwise provided for in the terms of this deed.

11.411.8 Significant adverse effects on the environment:

a. Where the Minister of Conservation, in consultation with the ~~Minister of Māori Affairs~~ Responsible Minister, considers that a protected customary activity has, or may have, a significant adverse effect on the environment, ngā hapū o Ngāti Porou and the Minister of Conservation will be required to work together in good faith to agree controls (if

any), including terms, standards, and restrictions, that may be placed on that protected customary activity.

- b. In determining whether a protected customary activity has, or may have, a significant adverse effect on the environment, as described in paragraph 11.48a, the Minister of Conservation will be:
- i. required to seek the views of the relevant hapū of ngā hapū o Ngāti Porou; and
 - ii. able to seek any relevant information; and
 - iii. required to provide any relevant information under paragraph 11.48b.ii to the relevant hapū and seek the views of that hapū in respect of that information; and
 - iv. required to have particular regard to:
 - A. the views of the relevant hapū about the effects of the protected customary activity on the environment in ngā rohe moana o ngā hapū o Ngāti Porou; and
 - B. the issues, objectives, policies and rules or other methods of ngā hapū o Ngāti Porou that relate to the sustainable management of natural and physical resources as set out in the environmental covenant that is in force at the time the right is exercised; and
 - C. the nature of the rights held by the relevant hapū under this deed and the recognition legislation and the potential impact that controls could have on those rights; and
 - v. required to have regard to those matters set out in clause 6(a) of Part 2 of schedule 1 to the Marine and Coastal Area (Takutai Moana) Act 2011~~4(a) of schedule 12 to the Resource Management Act 1994~~; and
 - vi. able to have regard to those documents set out in clause 6(b) of Part 2 of schedule 12 to that Act; and
 - vii. required to complete a significant adverse effects report, which will be required to:
 - A. include:
 - > details of the protected customary activity; and

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- > an outline of the information received (including any report received by the Minister in relation to that protected customary activity) and any view expressed by ngā hapū o Ngāti Porou; and
 - > whether the Minister considers that the protected customary activity has, or may have, a significant adverse effect on the environment; and
 - > the reasons for his or her determination; and
- B. be provided to ngā hapū o Ngāti Porou; and
- C. be made publicly available, including providing a copy to nga hapū o Ngāti Porou.
- c. In working together in good faith to agree what controls (if any) may be placed on a protected customary activity, as described in paragraph 11.84a, ngā hapū o Ngāti Porou and the Minister of Conservation will be required to:
- i. not unreasonably withhold their agreement to any controls that are being discussed for the protected customary activity; and
 - ii. ensure that the controls:
 - A. will not prevent the activity; and
 - B. are reasonable and, in the circumstances, not unduly restrictive; and
 - C. are necessary to avoid, remedy, or mitigate any significant adverse effects of the protected customary activity on the environment.
- d. Where ngā hapū o Ngāti Porou and the Minister of Conservation agree that controls will be placed on the protected customary activity, as described in paragraph 11.8a, the Minister of Conservation will be required to give written notice of that agreement, including setting out the terms, standards and restrictions to be placed on the protected customary activity, to:
- i. the relevant hapū of ngā hapū o Ngāti Porou; and
 - ii. ~~the management arrangements; and~~

- iii. ~~ii.~~ the Gisborne District Council; and
 - iii. the ~~Minister of Māori Affairs~~ Responsible Minister; and
 - iv. the Minister for Māori Development; and
 - v. the chief executive of the Ministry of Justice; and
 - vi. the chief executive of the Department of Conservation.
- e. On receipt of the notice described in paragraph 11.48d by the management arrangements, the following persons must comply with the agreed controls:
- i. the relevant hapū of ngā hapū o Ngāti Porou; and
 - ii. all persons who are able to carry on, exercise or follow the protected customary activity, as described in paragraph 11.2b.i.

~~11.511.9~~ **Application of other legislation:** The recognition legislation will provide that a “*protected customary activity*” is deemed to be:

- a. a “~~recognised customary activity~~ protected customary right” for the purposes of sections 6(g), 28A, 35(2)(e), 58(gb), 64(4A), 85A, ~~and~~ 85B and clause 6(1)(h) of Schedule 4 of the Resource Management Act 1991; and
- b. an “*activity undertaken under a* ~~customary rights order~~ protected customary right” for the purposes of the following sections of legislation:
 - i. sections 89B and 186ZB of the Fisheries Act 1996; and
 - ii. section 35(5)(jb) of the Resource Management Act 1991.

PART D

Wāhi Tapu Instrument

12 WHAT THE WĀHI TAPU INSTRUMENT WILL DO

12.1 In order to recognise the ongoing and enduring mana of ngā hapū o Ngāti Porou, the wāhi tapu instrument will provide legal protection for agreed wāhi tapu and wāhi tapu areas in ngā rohe moana o ngā hapū o Ngāti Porou by providing for prohibitions or restrictions to be imposed on access to persons accessing those agreed wāhi tapu and wāhi tapu areas.

13 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU THROUGH THE WĀHI TAPU INSTRUMENT

13.1 The wāhi tapu instrument will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by legally protecting the relationship between ngā hapū o Ngāti Porou and sites of cultural and/or spiritual significance, including affirming their right to protect their spiritual integrity, their culture and their heritage, especially with regard to those sites. This relationship will be protected by restricting or prohibiting access to agreed wāhi tapu and agreed wāhi tapu areas where that restriction or prohibition is appropriate to protect wāhi tapu.

14 TERMS OF THE WĀHI TAPU INSTRUMENT

14.1 Paragraphs 14.2 to 14.6 of this part record the matters that will be provided for in the recognition legislation to give effect to the wāhi tapu instrument.

14.2 Effect of the wāhi tapu instrument:

- a. Wāhi tapu and wāhi tapu areas in ngā rohe moana o ngā hapū o Ngāti Porou that are covered by the wāhi tapu instrument will be agreed by the parties following the process described in paragraph 14.4.
- b. Access prohibitions or restrictions will be imposed, as described in paragraph 14.4a.iii.B, for each of the agreed wāhi tapu and agreed wāhi tapu areas.
- c. Access prohibitions or restrictions will take legal effect on the publication date of the *Gazette* containing a notice described in paragraph 14.4b.

- d. A copy of that notice will be conclusive evidence that those prohibitions or restrictions were imposed on the date that the *Gazette* was published.
- e. The Gisborne District Council, in agreement with ngā hapū o Ngāti Porou, will be required to take any reasonable action (including the erection of signs and fences) necessary to implement an access prohibition or restriction.

14.3 Preventing access to wāhi tapu and wāhi tapu areas:

- a. ~~The Minister of Conservation~~ Following the *Gazette* notice referred to in paragraph 14.4.a.iii, below, the Responsible Minister will be required to give public notice of any prohibition or restriction on access to a wāhi tapu or wāhi tapu area required ~~every notice in the *Gazette* given under the wāhi tapu instrument.~~
- b. ~~A~~ The public notice by which of a prohibition or restriction ~~is imposed~~ under the wāhi tapu instrument, as per paragraph 14.3.a, above, will be required to:
 - i. specify the boundaries of the area to which it relates; and
 - ii. state the reasons for the prohibition or restriction; and
 - iii. state the related protected customary activity protected customary right or related recognised customary activity under a customary rights order in relation to which the exemption is required, and the person or class of person in relation to which the exemption is required.
- c. The ~~Minister of Conservation~~ Responsible Minister will be required to give or send a copy of every public notice given under the wāhi tapu instrument to:
 - i. ~~the relevant hapū of ngā hapū o Ngāti Porou;~~ and
 - ii. i. the management arrangements; and
 - iii. ii. Gisborne District Council; ~~and~~
 - iv. ~~the chief executive of the Ministry of Justice; and the chief executive of the Department of Conservation.~~

- ~~d. The Minister will be able, by notice in the Gazette, to vary or revoke a current notice under the wāhi tapu instrument with the agreement of the relevant hapū.~~
- ~~e. Any variation to a notice given under the wāhi tapu instrument will be able to:
 - ~~i. impose prohibitions or restrictions in addition to the relevant existing prohibitions or restrictions;~~
 - ~~ii. vary the existing prohibitions or restrictions;~~
 - ~~iii. exempt a person or class of person in addition to the existing person or class of person covered by the exemption.~~~~
- ~~f. Every notice given under the wāhi tapu instrument, as described in paragraphs 14.3a and 14.3d, will be a regulation Regulations (Disallowance) Act 1989, but will not be a regulation for the purposes of the Acts and Regulations Publication Act 1989.~~

14.4 Agreeing wāhi tapu and wāhi tapu areas:

- a. The parties will agree the wāhi tapu and wāhi tapu areas to be covered by the wāhi tapu instrument, as follows:
 - i. Ngā hapū o Ngāti Porou will be required to inform, within two years of the effective date of this deed, by written notice to, the Attorney-General and the Minister of Māori Affairs Responsible Minister that ngā hapū o Ngāti Porou proposes that the wāhi tapu instrument should cover a wāhi tapu or wāhi tapu area.
 - ii. Ngā hapū o Ngāti Porou will be required to include, with the notice described in paragraph 14.4a.i, evidence that demonstrates that the wāhi tapu or wāhi tapu area:
 - ~~A. is recognised as a wāhi tapu or wāhi tapu area by ngā hapū o Ngāti Porou; and~~
 - ~~B. is integral to the tikanga of ngā hapū o Ngāti Porou; and~~
 - ~~C. has been recognised as a wāhi tapu or wāhi tapu area in accordance with the tikanga of ngā hapū o Ngāti Porou; and~~
 - ~~D. has origins that predate 1840 and has continued to be recognised as a wāhi tapu or wāhi tapu area in accordance~~

~~with the tikanga of ngā hapū o Ngāti Porou in the same area
of ngā rohe moana o ngā hapū o Ngāti Porou.~~

- A. ~~the connection of the hapū with the wāhi tapu or wāhi tapu
area in accordance with tikanga; and~~
- B. ~~that the hapū requires the proposed prohibitions or
restrictions on access to protect the wāhi tapu or wāhi tapu
area.~~
- iii. If ngā hapū o Ngāti Porou ~~and~~, the ~~Responsible Minister~~~~Attorney-~~
~~General~~, and the ~~Minister of Māori Affairs~~ agree that the wāhi
tapu instrument should cover a wāhi tapu or wāhi tapu area, the
~~Attorney-General~~ and the ~~Minister of Māori Affairs~~~~Responsible~~
~~Minister~~ will be required to ~~notify the Minister of Conservation of~~
~~this agreement, including~~~~publish~~ a notice in the *Gazette* setting
out:
- A. ~~the boundaries of the wāhi tapu or wāhi tapu area;~~
- A.~~B.~~ ~~the initial access prohibitions or restrictions for that wāhi
tapu or wāhi tapu area; and~~
- B.~~C.~~ ~~the reasons for those access prohibitions or restrictions; and~~
- C.~~D.~~ ~~any exemptions from those access prohibitions or
restrictions to enable a person or class of persons to carry
out a protected customary ~~activity-right~~ and any conditions
in relation to those exemptions.~~
- iv. ~~On receipt of the notice described in paragraph 14.4a.iii, the
Minister of Conservation and the Minister of Māori Affairs will be
required to publish a notice in the *Gazette* setting out:~~
- A. ~~the wāhi tapu or wāhi tapu area; and~~
- B. ~~the initial access prohibitions or restrictions for that wāhi
tapu or wāhi tapu area; and~~
- C. ~~the reasons for those access prohibitions or restrictions; and~~
- D. ~~any exemptions from those access prohibitions or
restrictions to enable a person or class of persons to carry
out a protected customary right and any conditions in
relation to those exemptions.~~

- b. On publication of a notice in the *Gazette*, as described in paragraph 14.4a.iiij, the wāhi tapu or wāhi tapu area will be deemed to be an agreed wāhi tapu or agreed wāhi tapu area (as the case may be) for the purposes of the wāhi tapu instrument.
- c. The Responsible Minister will be able, by notice in the *Gazette*, to vary or revoke a current *Gazette* notice under the wāhi tapu instrument with the agreement of the relevant hapū.
- d. Any variation to a notice given under the wāhi tapu instrument will be able to:
 - i. impose prohibitions or restrictions in addition to the relevant existing prohibitions or restrictions:
 - ii. vary any existing prohibitions or restrictions:
 - iii. exempt a person or class of person in addition to the existing person or class of person covered by the exemption.
- e. Every notice given under the wāhi tapu instrument, as described in paragraphs 14.4a.iii and 14.4c, will be a disallowable instrument for the purposes of the Legislation Act 2012.
- f. The Responsible Minister will be required to give or send a copy of every *Gazette* notice given under the wāhi tapu instrument to:
 - i. the management arrangements; and
 - ii. Gisborne District Council; and
 - iii. the Director-General of the Department of Conservation.
- g. The Responsible Minister will also provide the chief executive of Land Information New Zealand with a copy of the *Gazette* notice, together with a document containing any other information necessary to meet the requirements of section 114(3) of the Marine and Coastal Area (Takutai Moana) Act 2011, and, upon receipt, the chief executive of Land Information New Zealand will register these documents in accordance with section 114 of that Act.
- b-h. The Marine and Coastal Area (Takutai Moana) Act 2011 will have no further application or effect in relation to the *Gazette* notice except for as provided for in paragraph 14.4g and under section 114 of the

Marine and Coastal Area (Takutai Moana) Act 2011 and as otherwise provided for in this deed.

14.5 Enforcing wāhi tapu:

- a. Any person who intentionally fails to comply with a prohibition or restriction imposed under the wāhi tapu instrument will commit an offence punishable on summary conviction by a fine not exceeding \$5,000.
- b. A person who has an exemption from a prohibition or restriction, as described in paragraph 14.4a. ~~iv~~ iii.D, will not commit an offence, as described in paragraph 14.5a, for any action taken in accordance with that exemption.
- c. Wardens will be able to be appointed, in accordance with regulations made under ~~the recognition legislation (see paragraph 14.6)~~ section 118 of the Marine and Coastal Area (Takutai Moana) Act 2011, to promote compliance with any prohibitions or restrictions imposed under the wāhi tapu instrument. Without limit, a warden may be a person who has been appointed as a member of a fisheries management committee, as described in paragraph 21. ~~32~~ a of schedule 2.
- d. A warden appointed under the regulations described in paragraph 14.5c will have the following functions:
 - i. to assist in the implementation of any prohibition or restriction under the wāhi tapu instrument;
 - ii. to enter, for the purpose of performing his or her functions, any area that is subject to a prohibition or restriction imposed under the wāhi tapu instrument;
 - iii. to advise members of the public of prohibitions or restrictions imposed under the wāhi tapu instrument;
 - iv. to warn a person to leave an area in any case where the warden has reason to believe that the person's presence in the area contravenes a prohibition or restriction imposed under the wāhi tapu instrument;
 - v. to record any failure to comply with a prohibition or restriction imposed under the wāhi tapu instrument in any case where the warden has reason to believe that the failure is intentional; and

- vi. to report to the police any failure to comply with a prohibition or restriction imposed under the wāhi tapu instrument in any case where the warden has reason to believe that the failure is intentional.

14.6 Wāhi tapu regulations:

a. Regulations may be made under section 118(1)(b) to (f) of the Marine and Coastal Area (Takutai Moana) Act 2011 in relation to wardens appointed under this deed.

~~a. The Governor-General will be able to make, by Order in Council on the advice of the Minister of Conservation and the Minister of Māori Affairs, regulations for any of the following purposes:~~

~~i. providing for the appointment of wardens as described in paragraph 14.5c and the termination of such appointments:~~

~~ii. prescribing additional functions of those wardens that are reasonably incidental to the functions described in paragraph 14.5d:~~

~~iii. prescribing any duties or powers that are to be exercised by wardens for the purpose of performing their functions:~~

~~iv. prescribing the means (including identity cards or badges, or both) by which wardens are to be identified.~~

~~Before giving advice under paragraph 14.6a, the Minister of Conservation and Minister of Māori Affairs must have had particular regard to the views of ngā hapū o Ngāti Porou (except to the extent that the advice relates to the appointment of wardens, in which case, the Minister of Conservation and the Minister of Māori Affairs will be required to agree with ngā hapū o Ngāti Porou on those appointments, such agreement not to be unreasonably withheld).~~

14.7 Other matters:

a. If the High Court makes an order under section 78 of the Marine and Coastal Area (Takutai Moana) Act 2011 recognising a wāhi tapu protection right for a hapū of Ngāti Porou within ngā rohe moana o ngā hapū o Ngāti Porou, that order will be deemed to be wāhi tapu for the purposes of this wāhi tapu instrument.

b. Not later than 5 working days after a recognition order in relation to that the wāhi tapu protection right has been sealed, the Registrar of

the High Court must give notice in accordance with section 110 of the Marine and Coastal Area (Takutai Moana) Act 2011.

- c. Following that notice, the chief executive of Land Information New Zealand will enter the details of that order onto the marine and coastal area register in accordance with section 114 of the Marine and Coastal Area (Takutai Moana) Act 2011.
- d. The Marine and Coastal Area (Takutai Moana) Act 2011 will have no further application or effect in relation to that recognition order, except as provided for in paragraphs 14.7b and c and under sections 110 to 114 of that Act and as otherwise provided for in this deed.

PART E

Relationship Instruments

15 WHAT THE RELATIONSHIP INSTRUMENTS WILL DO

15.1 In order to recognise the ongoing and enduring mana of ngā hapū o Ngāti Porou, the parties will sign an accord (*whakamana accord*) to facilitate regular interaction between them and, through the relationship instruments, will establish binding agreements between ngā hapū o Ngāti Porou and key Ministers and their departments on how they will conduct their relationship.

16 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU THROUGH THE RELATIONSHIP INSTRUMENTS

16.1 The *whakamana accord* and the relationship instruments will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by:

- a. establishing a forum through which representatives of ngā hapū o Ngāti Porou and key Ministers will meet, on an annual basis, to discuss agreed objectives; and
- b. clarifying how key Ministers and their departments will interact with ngā hapū o Ngāti Porou and by setting out the expectations around those interactions; and
- c. encouraging the Gisborne District Council and New Zealand Transport Agency to enter into binding memoranda of understanding with ngā hapū o Ngāti Porou that would clarify how they will interact with ngā hapū o Ngāti Porou on key matters.

17 WHAKAMANA ACCORD

17.1 On or before the effective date, ngā hapū o Ngāti Porou and the Crown must enter into the *whakamana accord* (that has effect from the effective date) providing for the establishment of a forum between ngā hapū o Ngāti Porou and key Ministers through which the parties will meet, on an annual basis, to discuss:

- a. the health of the relationship between ngā hapū o Ngāti Porou and the Crown; and

- b. the implementation of, or any issue arising from, the deed and/or the recognition legislation; and
- c. the implementation of, or any issue arising from, the relationship instruments; and
- d. any proposed change in matters of law or policy relating to the coastal marine area; and
- e. issues of shared importance relating to the coastal marine area in ngā rohe moana o ngā hapū o Ngāti Porou.

17.2 Appendix 1 sets out the initial form of the whakamana accord.

18 TERMS OF THE RELATIONSHIP INSTRUMENTS

18.1 By or on the effective date, the Crown, through the responsible Minister listed in column 1 of the following table, must enter into, with ngā hapū o Ngāti Porou a relationship instrument that has effect from the effective date and has the title described in column 2 of that table:

Responsible Minister	Title
Minister of Fisheries <u>Minister for Primary Industries</u>	fisheries relationship instrument
Minister of Conservation	conservation relationship instrument
Minister for the Environment	environment relationship instrument
Minister for Arts, Culture and Heritage	artefact relationship instrument
Minister of Energy <u>Minister of Energy and Resources</u>	mineral relationship instrument

18.2 Appendix 2 sets out the initial form of each of the relationship instruments.

18.3 Paragraphs 18.4 to 18.7 of this part record the matters that will be provided for in the recognition legislation to give effect to the relationship instruments.

18.4 Noting of certain relationship instruments:

- a. A summary of the relationship instruments agreed by the parties and listed in column 1 of the following table will be required to be noted in the documents listed in column 2 of that table where those documents affect all or any part of ngā rohe moana o ngā hapū o Ngāti Porou:

Relationship instrument	Documents
fisheries relationship instrument	fisheries plans (as provided for in section 11A of the Fisheries Act 1996)
conservation relationship instrument	conservation documents
mineral relationship instrument	minerals programmes (as defined in section 2(1) of the Crown Minerals Act 1991)

- b. The noting of the instruments (as described in paragraph 18.4a) is for the purpose of public notice only. To avoid doubt, the noting of those instruments in the relevant documents will not be an amendment to those documents for the purposes of the legislation under which those documents are created.
- c. In addition to the noting of the mineral relationship instrument described in paragraph 18.4a, the chief executive of the ~~Ministry of Economic Development~~ Ministry of Business, Innovation and Employment will be required to note a summary of that instrument in a register of relationship instruments.

18.5 Amending or cancelling relationship instruments: The responsible Minister and ngā hapū o Ngāti Porou will be able to amend or cancel a relationship instrument by agreement in writing, such agreement not to be unreasonably withheld.

18.6 Enforcing relationship instruments:

- a. Both parties will be required to comply with a relationship instrument while it is in force.
- b. Where the Crown fails, without good cause, to comply with a relationship instrument, ngā hapū o Ngāti Porou:
 - i. subject to the Crown Proceedings Act 1950, will have the right to enforce the relationship instrument; but
 - ii. may not recover damages or any form of monetary compensation from the Crown (other than costs related to the bringing of the enforcement proceedings awarded by a court).
- c. This paragraph 18.6 will not apply to any guidelines that are developed in relation to a relationship instrument.

18.7 Failure to comply not breach of deed: A failure of either party to comply with the whakamana accord or a relationship instrument will not be a breach of this deed.

18.8 Memoranda of understanding:

- a. The Crown agrees that, promptly after the date of this deed, the ~~Attorney-General~~Responsible Minister, the ~~Minister of Māori Affairs~~Minister for Māori Development, the Minister for the Environment, the Minister of Local Government and, in the case of the New Zealand Transport Agency, the Minister of Transport will write to the Gisborne District Council and the New Zealand Transport Agency encouraging each of them to enter into a binding memorandum of understanding (or similar document) with ngā hapū o Ngāti Porou.
- b. In the case of Gisborne District Council, the Crown will propose that the memorandum of understanding relate to the interaction between that council and ngā hapū o Ngāti Porou concerning the performance of the council's functions and obligations, and the exercise of its powers, within ngā rohe moana o ngā hapū o Ngāti Porou, including interaction relating to:
 - i. participation of ngā hapū o Ngāti Porou in the resource consent process under the Resource Management Act 1991 through the statutory overlay and permission right; and

- ii. preparation of the environmental covenant and its incorporation into the Council's district and regional plans, policy statements and the long term community council plan; and
- iii. inclusion of the environmental covenant as a matter to be considered in decision making processes under the Local Government Act 2002; and
- iv. preparation of any regulation or bylaw that impacts on ngā rohe moana o ngā hapū o Ngāti Porou; and
- v. the monitoring, planning and recording requirements in relation to protected customary activities; and
- vi. implementing any access prohibition or restriction under the wāhi tapu instrument; and
- vii. alteration of any map or other document to take into account place name changes, as described in part H of schedule 2; and
- viii. management by the council of sites that are significant to ngā hapū o Ngāti Porou; and
- ~~ix. establishment of aquaculture management areas in ngā rohe moana o ngā hapū o Ngāti Porou; and~~
- ~~x. ix.~~ coastal occupation charges; and
- ~~xi. x.~~ disposal of property by the council.

PART F

Fisheries Mechanism

19 WHAT THE FISHERIES MECHANISM WILL DO

19.1 In order to recognise the ongoing and enduring mana of ngā hapū o Ngāti Porou and the special relationship that ngā hapū o Ngāti Porou have with the fishing grounds in ngā rohe moana o ngā hapū o Ngāti Porou, the fisheries mechanism will allow for the making of new customary fishing regulations (the fisheries regulations) to cover ngā rohe moana o ngā hapū o Ngāti Porou. The fisheries regulations will enable ngā hapū o Ngāti Porou to manage customary fishing within ngā rohe moana o ngā hapū o Ngāti Porou.

19.2 In relation to ~~territorial customary rights~~ customary marine title areas, there will be an extended fisheries mechanism, which is described in part B of schedule 4.

20 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU THROUGH THE FISHERIES MECHANISM

20.1 The fisheries mechanism will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by:

- a. endorsing and supporting the continued exercise of the customary fishing practices of ngā hapū o Ngāti Porou in ngā rohe moana o ngā hapū o Ngāti Porou by implementing, through the fisheries regulations, a regime that enables ngā hapū o Ngāti Porou to better undertake and control customary fishing in that area; and
- b. ensuring that there is legislative recognition of customary food gathering by ngā hapū o Ngāti Porou and the special relationship between ngā hapū o Ngāti Porou and places of customary food gathering (including tauranga ika and mahinga mātaītai) in ngā rohe moana o ngā hapū o Ngāti Porou.

20.2 In addition, the parties intend that the legal expression, protection and recognition of mana through the fisheries mechanism will better fulfil the Crown's obligations under section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 ~~and will be consistent with section 186 of the Fisheries Act 1996.~~

21 TERMS OF THE FISHERIES MECHANISM

~~21.1 The recognition legislation will provide that regulations may be made in accordance with this paragraph 21.~~

~~21.2~~ 21.1 In accordance with the Crown's obligations under section 10(b) of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the ~~Minister of Fisheries~~ Minister for Primary Industries will be required to:

- a. develop the fisheries regulations in consultation with the management arrangements that can apply in the customary fishing area of ngā hapū o Ngāti Porou to ngā hapū o Ngāti Porou only; and
- b. use best endeavours to, within 60 working days ~~12 months~~ after the effective date, recommend to the Governor-General the making of fisheries regulations, by Order in Council, under the recognition legislation and/or the Fisheries Act 1996 that are in accordance with those matters described in paragraphs 21.32 to 21.67.
- c. For the purpose of this paragraph customary fishing area of ngā hapū o Ngāti Porou means:

(i) the area of ngā rohe moana o ngā hapū o Ngāti Porou; and

(ii) the extension of that area to the outer limit of the exclusive economic; and

(iii) New Zealand fisheries waters in the Ngāti Porou area of interest.

For the purpose of 21.1 c (iii) Ngāti Porou area of interest means the area set out in the following map and bounded to its coastal side by the line that follows the landward edge of the common marine and coastal area:

Schedule 2: Legal Expression, Protection and Recognition of Mana in relation to Ngā Rohe Moana o Ngā Hapū Ngāti Porou
Part F: Fisheries Mechanism



21.321.2 The fisheries regulations will provide for the following matters:

- a. Hapū of ngā hapū o Ngāti Porou will be able to establish a fisheries management committee for all or any part of their rohe in ngā rohe moana o ngā hapū o Ngāti Porou (fisheries area) by appointing representatives as members of that committee. Each entity or trust that form the management arrangements will be deemed to be a

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fisheries management committee for the purpose for the fisheries mechanism in their rohe moana as described in schedule 7 of this deed.

- b. Each fisheries management committee will be required to develop, in consultation with hapū in the relevant fisheries area, and approve a fisheries management plan for that area. The fisheries management plan will be required to include:
 - i. a description of the purposes of the plan, which will include:
 - A. ensuring sustainable utilisation of fisheries resources; and
 - B. recognising and providing for customary food gathering by ngā hapū o Ngāti Porou within the fisheries area; and
 - C. recognising and providing for the special relationship between ngā hapū o Ngāti Porou and places of importance for customary food gathering; and
 - ii. the management objectives for fisheries resources within the fisheries area, including the balance between the interests of the hapū in customary, commercial and recreational fishing; and
 - iii. any limitations that may be applied to the allowing of customary non-commercial food gathering; and
 - iv. any limitation that may be applied by using the fisheries bylaws described in part B of schedule 4.
- c. Any person exercising powers and functions under the Fisheries Act 1996 will be required to recognise and provide for a fisheries management plan developed and approved by a fisheries management committee under the fisheries regulations.
- d. In accordance with the fisheries management plan, members of each fisheries management committee will be able to allow the taking of fisheries resources from or within the fisheries area for customary non-commercial food gathering purposes, including for the purpose of sustaining the functions of a marae within that area. The members will be able to allow the taking of fisheries resources for non-commercial customary food gathering purposes by using a written authorisation system or an oral authorisation system.

- e. Where members of a fisheries management committee use a written authorisation system to allow the taking of fisheries resources, the authorisation will be required to include:
 - i. the dates on which the fisheries resources may be taken; and
 - ii. the persons who are allowed to take the fisheries resources; and
 - iii. the species that may be taken; and
 - iv. the quantities of each species that may be taken; and
 - v. the methods by which each species may be taken; and
 - vi. the areas in which each species may be taken; and
 - vii. the purposes for which each species may be taken; and
 - viii. the venue or venues at which the catch may be held and/or used; and
 - ix. any other matter considered relevant by the committee member who is allowing the taking of fisheries resources.
- f. Where members of a fisheries management committee use an oral authorisation system to allow the taking of fisheries resources, the fisheries management committee will be required to maintain, and keep up to date, a register that records those matters listed in paragraphs 21.32e.i to 21.32e.ix in respect of:
 - i. each person allowed to take fisheries resources; and
 - ii. each circumstance where a person is allowed to take fisheries resources.
- g. Members of a fisheries management committee will be required to provide copies of each authorisation issued in writing, as described in paragraph 21.32e, or details of each authorisation issued orally, as described in paragraph 21.32f (as the case may be), to a fisheries officer on request.
- h. Authorisation holders will be required to provide copies of written authorisations issued to them, as described in paragraph 21.32e, or evidence of oral authorisations issued, as described in paragraph 21.32f (as the case may be), to a fisheries officer on request.
- i. The fisheries management committee will be required to:

- i. keep records of the quantities of fisheries resources taken in accordance with the fisheries management plan; and
- ii. on an ~~an quarterly basis~~annual basis, provide to ~~the management arrangements and~~ the hapū in the fisheries area:
 - A. copies of the records described in paragraph 21.32i.i; and
 - B. information on customary fisheries management and activity generally in the fisheries area, including on the implementation of the fisheries management plan; and
- iii. each year hold a meeting with the management arrangements and the hapū in the fisheries area to generally report on those matters described in paragraph 21.32i.ii.
- j. The fisheries management committee will be required to provide to the ~~Minister of Fisheries~~Minister for Primary Industries:
 - i. a copy of its approved fisheries management plan, in its original form and as that plan is amended from time to time; and
 - ii. on an ~~an quarterly~~annual basis, a report on those matters described in paragraph 21.32i.ii for the period since the fisheries regulations came into force or since the last report (whichever is the later).

~~21.42~~21.3 The fisheries regulations will provide for the following process to apply where the ~~Minister of Fisheries~~Minister for Primary Industries, after consulting the hapū in a fisheries area and the fisheries management committee, considers that the fisheries area is not, or may not, be being managed in a manner that ensures sustainability while providing for utilisation of fisheries resources (sustainable utilisation concerns):

- a. The ~~Minister of Fisheries~~Minister for Primary Industries will be able to provide such advice and assistance to the fisheries management committee as the Minister considers necessary to enable the fisheries management committee to remedy the sustainable utilisation concerns.
- b. If the hapū in that fisheries area and the ~~Minister of Fisheries~~Minister for Primary Industries consider that some or all of the members of the fisheries management committee are unwilling or unable to implement the advice and assistance described in paragraph 21.43a, the hapū, the fisheries management committee and the Minister will be required to develop a management strategy to address the sustainable utilisation concerns.

- i. without limiting their general rights of revocation, the hapū will be able to:
 - A. revoke the appointment of some or all of the members of the fisheries management committee; or
 - B. restrict the ability of those members to allow the taking of fisheries resources; and
- ii. the ~~Minister of Fisheries~~ Minister for Primary Industries will be able to request that the hapū:
 - A. revoke the appointment of some or all of the members of the fisheries management committee; or
 - B. restrict the ability of those members to allow the taking of fisheries resources.

21.521.4 The fisheries regulations also will provide for the following matters:

- a. Offences against the fisheries regulations and penalties applying where a person commits an offence against those regulations, including the taking or possessing of fisheries resources from an area covered by a fisheries management plan:
 - i. without a valid authorisation, as described in paragraph 21.32e or 21.32f; or
 - ii. in a manner that is inconsistent with a valid authorisation; or
 - iii. in contravention of a fisheries bylaw, as described in part B of schedule 4.
- b. The forms that the fisheries management committee will be required to use for the record keeping described in paragraphs 21.32e and 21.32f.

21.621.5 The fisheries regulations will provide for defences in proceedings for offences described in paragraph 21.54a, including where:

- a. the person taking the fisheries resources had reasonable grounds for believing their activity was authorised by a member of a fisheries management committee; and
- b. the taking of those fisheries resources was consistent with the purpose, objectives and rules in the fisheries management plan for the area where the taking occurred; and

€.—there was an error or omission by the relevant member of the fisheries management committee in the issuing or the recording of the authorisation.

21.721.6 Where a fisheries management committee has been established under the fisheries regulations, the fisheries regulations will:

- a. prevail over the Fisheries (Amateur Fishing) Regulations ~~2013~~1986; and
- b. prevail over the Fisheries (Kaimoana Customary Fishing) Regulations 1998 (the 1998 regulations) but only to the extent that:
 - i. those 1998 regulations relate to fisheries resources of ngā hapū o Ngāti Porou within the ngā hapū o Ngāti Porou customary fisheries area; and
 - ii. existing rights in the fisheries area have not been recognised and provided for under the 1998 regulations; and

c. provide that, where existing rights of ngā hapū o Ngāti Porou in the ngā hapū o Ngāti Porou customary fisheries area have been recognised and provided for under the 1998 regulations, the hapū who have those rights may agree with the ~~Minister of Fisheries~~Minister for Primary Industries to transition those existing rights into the regime to be established under the fisheries regulations. On transition of those existing rights, the fisheries regulations will prevail over the 1998 regulations in respect of those rights; and-

d. any existing applications of ngā hapū o Ngāti Porou under the 1998 regulations in ngā hapū o Ngāti Porou customary fisheries area not determined at the effective date will continue to be considered as if this fisheries mechanism was not in place.

PART G

Conservation Mechanism

22 WHAT THE CONSERVATION MECHANISM WILL DO

22.1 In order to recognise the ongoing and enduring mana of ngā hapū o Ngāti Porou, the conservation mechanism, as described in this part, will demonstrate to the public and regulators the mana of ngā hapū o Ngāti Porou by facilitating:

Instruments related to marine reserves, conservation protected areas and concessions

- a. the effective participation of ngā hapū o Ngāti Porou in the processes related to:
 - i. establishing or extending marine reserves; and
 - ii. establishing or extending conservation protected areas; and
 - iii. granting concessions; and

Instruments related to species

- b. the effective participation of ngā hapū o Ngāti Porou in the processes related to:
 - i. establishing or extending marine mammal sanctuaries; and
 - ii. granting authorisations in relation to wildlife matter and permits in relation to marine mammal matter; and
 - iii. decisions on the management of stranded marine mammals; and
 - iv. decisions on applications for commercial marine mammal permits; and
- c. possession by ngā hapū o Ngāti Porou of wildlife matter and marine mammal matter.

22.2 In relation to ~~territorial customary rights~~ customary marine title areas, there will be an extended conservation mechanism, which is described in part D of schedule 4.

**23 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF
NGĀ HAPŪ O NGĀTI POROU THROUGH THE CONSERVATION MECHANISM**

23.1 The conservation mechanism will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by:

- a. ensuring that:
 - i. ngā hapū o Ngāti Porou have an automatic right to be notified of, and participate in the process relating to, a marine reserve application under the Marine Reserves Act 1971 in ngā rohe moana o ngā hapū o Ngāti Porou; and
 - ii. prior to the establishment or extension of marine reserves:
 - A. within ngā rohe moana o ngā hapū o Ngāti Porou, the views of ngā hapū o Ngāti Porou are given particular regard; and
 - B. adjacent to or impacting directly on ngā rohe moana o ngā hapū o Ngāti Porou, ngā hapū o Ngāti Porou are notified of the proposal; and
 - iii. prior to any decision relating to the establishment or extension of conservation protected areas:
 - A. within ngā rohe moana o ngā hapū o Ngāti Porou, the views of ngā hapū o Ngāti Porou are given particular regard; and
 - B. adjacent to or impacting directly on ngā rohe moana o ngā hapū o Ngāti Porou, ngā hapū o Ngāti Porou are notified of the proposal; and
 - iv. the views of ngā hapū o Ngāti Porou are given particular regard to when decisions are made on the granting of concessions related to ngā rohe moana o ngā hapū o Ngāti Porou; and

- b. ensuring that, prior to any decision relating to the establishment or extension of marine mammal sanctuaries:
 - i. within ngā rohe moana o ngā hapū o Ngāti Porou, the views of ngā hapū o Ngāti Porou are given particular regard; and
 - ii. adjacent to or impacting directly on ngā rohe moana o ngā hapū o Ngāti Porou, ngā hapū o Ngāti Porou are notified of the proposal; and
- c. ensuring that ngā hapū o Ngāti Porou have the right to give, or refuse to give, their consent to the grant of authorisations for wildlife matter and permits for marine mammal matter where that matter is found within ngā rohe moana o ngā hapū o Ngāti Porou; and
- d. ensuring that the views of ngā hapū o Ngāti Porou are given particular regard in the management of marine mammals stranded within ngā rohe moana o ngā hapū o Ngāti Porou; and
- e. ensuring that the views of ngā hapū o Ngāti Porou are given particular regard when decisions are made on the granting of commercial marine mammal permits within ngā rohe moana o ngā hapū o Ngāti Porou; and
- f. providing for the right of ngā hapū o Ngāti Porou to possess wildlife matter and marine mammal matter that has been lawfully obtained within ngā rohe moana o ngā hapū o Ngāti Porou.

24 TERMS OF THE CONSERVATION MECHANISM

24.1 Paragraphs 24.2 to 24.9 of this part record the matters that will be provided for in the recognition legislation to give effect to the conservation mechanism.

24.2 Marine reserve applications:

- a. The Director-General will be required to serve written notice on each of the relevant hapū of ngā hapū of Ngāti Porou where:
 - i. a person applies to the Director-General, under section 5(1)(a) of the Marine Reserves Act 1971, for an Order in Council to establish or extend a marine reserve; and
 - ii. the proposed marine reserve is within, adjacent to, or impacting directly on all or any part of ngā rohe moana o ngā hapū o Ngāti Porou.

- b. The Director-General will be required to include in the notice described in paragraph 24.2a:
 - i. the fact that a marine reserve application has been made; and
 - ii. the details listed in section 5(1)(c) of the Marine Reserves Act 1971; and
 - iii. a copy of the plan prepared under section 5(2) of the Marine Reserves Act 1971 for the marine reserve.
- c. Prior to the Minister of Conservation (the Minister for the purposes of this part) recommending the making of an Order in Council to establish or extend a marine reserve that is:
 - i. within ngā rohe moana o ngā hapū o Ngāti Porou, the Director-General will be required to:
 - A. serve written notice on each of the relevant hapū of ngā hapū o Ngāti Porou informing them that he or she is considering establishing or extending a marine reserve; and
 - B. provide background information that is sufficient to enable each of the relevant hapū of ngā hapū o Ngāti Porou to provide meaningful feedback on the proposal; and
 - C. seek the views of each of the relevant hapū of ngā hapū o Ngāti Porou; and
 - D. have particular regard to the views of the relevant hapū of ngā hapū o Ngāti Porou; and
 - ii. adjacent to or impacting directly on ngā rohe moana o ngā hapū o Ngāti Porou, the Director-General will be required to serve written notice on each of the relevant hapū of ngā hapū o Ngāti Porou informing them that he or she is considering establishing or extending a marine reserve.

24.3 Establishing conservation protected areas: Prior to approving any proposal to establish or extend a conservation protected area that is:

- a. within ngā rohe moana o ngā hapū o Ngāti Porou, the Minister or the Director-General (as the case may be) will be required to:

- i. serve written notice on each of the relevant hapū of ngā hapū o Ngāti Porou informing them that he or she is considering establishing or extending a conservation protected area; and
 - ii. provide background information that is sufficient to enable each of the relevant hapū of ngā hapū o Ngāti Porou to provide meaningful feedback on the proposal; and
 - iii. seek the views of each of the relevant hapū of ngā hapū o Ngāti Porou; and
 - iv. have particular regard to the views of the relevant hapū of ngā hapū o Ngāti Porou; and
- b. adjacent to or impacting directly on ngā rohe moana o ngā hapū Ngāti Porou, the Minister or the Director-General (as the case may be) will be required to serve written notice on each of the relevant hapū of ngā hapū o Ngāti Porou informing them that he or she is considering establishing or extending a conservation protected area.

24.4 Applications for concessions in conservation protected areas: Prior to granting a concession, under the relevant legislation, to undertake activities within a conservation protected area that is within all or any part of ngā rohe moana o ngā hapū o Ngāti Porou, the Minister or the Director-General (as the case may be) will be required to:

- a. serve written notice on each of the relevant hapū of ngā hapū o Ngāti Porou informing them that he or she has received an application for a concession; and
- b. provide background information that is sufficient to enable each of the relevant hapū of ngā hapū o Ngāti Porou to provide meaningful feedback on the application, including providing a copy of the complete application; and
- c. seek the views of each of the relevant hapū of ngā hapū o Ngāti Porou; and
- d. have particular regard to the views of each of the relevant hapū of ngā hapū o Ngāti Porou when deciding whether to grant the permit.

24.5 Establishing marine mammal sanctuaries: Prior to the Minister approving any proposal, under the Marine Mammals Protection Act 1978, to establish or extend a marine mammal sanctuary that is:

- a. within ngā rohe moana o ngā hapū o Ngāti Porou, the Director-General will be required to:
 - i. serve written notice on each of the relevant hapū of ngā hapū o Ngāti Porou informing them that he or she is considering establishing or extending a marine mammal sanctuary; and
 - ii. provide background information that is sufficient to enable each of the relevant hapū of ngā hapū o Ngāti Porou to provide meaningful feedback on the proposal; and
 - iii. seek the views of each of the relevant hapū of ngā hapū o Ngāti Porou; and
 - iv. have particular regard to the views of the relevant hapū of ngā hapū o Ngāti Porou; and
- b. adjacent to or impacting directly on ngā rohe moana o ngā hapū Ngāti Porou, the Director-General will be required to serve written notice on each of the relevant hapū of ngā hapū o Ngāti Porou informing them that he or she is considering establishing or extending a marine mammal sanctuary.

24.6 Third party authorisations for wildlife matter and permits for marine mammal matter:

- a. Ngā hapū o Ngāti Porou will be recognised as having the right to give, or refuse to give, their consent to the grant of:
 - i. an authorisation under section 53 of the Wildlife Act 1953 to possess wildlife matter; or
 - ii. a permit under section 6 of the Marine Mammals Protection Act 1978 to possess marine mammal matter,

where the wildlife or marine mammal to which the authorisation or permit relates was found within ngā rohe moana o ngā hapū o Ngāti Porou, in accordance with the process described in this paragraph 24.6.

- b. Where:
 - i. the Director-General receives an application for the grant of an authorisation or permit described in paragraph 24.6a; and
 - ii. the applicant does not have the consent of ngā hapū o Ngāti Porou,

the Director-General will be required to refer that application to ngā hapū o Ngāti Porou for consideration (unless ngā hapū o Ngāti Porou has already considered the matter and refused to give their consent).

- c. Ngā hapū o Ngāti Porou will be required to give their consent, or refuse their consent:
 - i. in the case of an application that is urgent, verbally as soon as practicable from receipt of a verbal or written referral of the application from the Director-General, as described in paragraph 24.6b; or
 - ii. in all other cases, in writing within 40 working days of receipt of a written referral of the application from the Director-General, as described in paragraph 24.6b,and without imposing a charge.
- d. The Director-General will be required to include in a referral described in paragraph 24.6c.ii:
 - i. the fact that an application for the grant of an authorisation or permit has been made; and
 - ii. a copy of the application, including all details provided by the applicant.
- e. Where ngā hapū o Ngāti Porou do not make their decision within the time period described in paragraph 24.6c, the hapū will be deemed to have given their consent to the relevant application.
- f. For the purposes of paragraph 24.6g, when determining whether an authorisation or permit is essential to achieve the conservation management of a species, the Minister or the Director-General (as the case may be) will be required to take into account:
 - i. the views of ngā hapū o Ngāti Porou; and
 - ii. the species or sub-species of the relevant wildlife or marine mammal and whether its taxonomic status is clear; and
 - iii. the threatened status or rarity of that species or sub-species; and
 - iv. the current state of knowledge about the species or sub-species, how best to manage it, and whether the information that could be gained would be an important addition to that knowledge; and

- v. whether the species, sub-species and population is being actively managed; and
 - vi. whether the species, sub-species and population is included in a species recovery plan; and
 - vii. any other matter similar in nature to those matters listed in paragraphs 24.6f.ii to 24.6f.vi.
- g. If following consideration of the matters listed in paragraph 24.6f, it is determined that an authorisation or permit described in clause 24.6a is essential to achieve the conservation management of a species, ngā hapū o Ngāti Porou agree that their consent will be deemed to be given to the grant of the authorisation or permit.
- h. Where an authorisation or permit described in paragraph 24.6a is essential to achieve the conservation management of a species, written notice of this (including reasons) must be provided to the relevant hapū of ngā hapū o Ngāti Porou.
- i. Where the Director-General verbally notifies an application, as described in paragraph 24.6c.i, he or she will be required to provide written confirmation of that verbal notification as soon as reasonably practicable afterwards.
- j. Where ngā hapū o Ngāti Porou give their consent to an application to which paragraph 24.6f does not apply, the Minister or the Director-General (as the case may be) will not be able to grant an authorisation or permit that is beyond the scope of the application that received the consent of the hapū.
- k. When giving, or refusing to give, consent to an application to which paragraph 24.6f does not apply, there will be no obligation on ngā hapū o Ngāti Porou to make a decision based on any criterion set out in the Wildlife Act 1953 or Marine Mammals Protection Act 1978 (as the case may be).

- l. Where an applicant has directly approached ngā hapū o Ngāti Porou for consent (so that the Director-General has not referred the application to the hapū, as described in paragraph 24.6b):
 - i. the obligations of ngā hapū o Ngāti Porou and/or the Director-General, as described in paragraphs 24.6b, 24.6c and 24.6d, will not apply; and
 - ii. the hapū may request that the applicant make their application to the Director-General, in which case paragraph 24.6l.i does not apply.

24.7 Decisions on the management of stranded marine mammals:

- a. Any marine mammal officer or other person authorised by the Minister to manage stranded marine mammals under the Marine Mammals Protection Act 1978 will be required to do the following when making decisions about managing a marine mammal stranded in ngā rohe moana o ngā hapū o Ngāti Porou:
 - i. give particular regard to the views of ngā hapū o Ngāti Porou about managing the stranded marine mammal; and
 - ii. ensure that animal welfare is the primary consideration. and
 - iii. consider public safety.
- b. Ngā hapū o Ngāti Porou and the Minister will be able to set out in further detail, in the conservation relationship instrument described in part E of schedule 2, how the views of ngā hapū o Ngāti Porou will be given particular regard, as described in paragraph 24.7a.i.

24.8 Decision on applications for commercial marine mammal permits: Prior to granting a commercial marine mammal permit, under the Marine Mammal Protection Regulations 1992, within all or any part of ngā rohe moana o ngā hapū o Ngāti Porou, the Director-General will be required to:

- a. serve written notice on each of the relevant hapū of ngā hapū o Ngāti Porou informing them that he or she has received an application for a permit; and

- b. provide background information that is sufficient to enable each of the relevant hapū of ngā hapū o Ngāti Porou to provide meaningful feedback on the application, including providing a copy of the complete application; and
- c. seek the views of each of the relevant hapū of ngā hapū o Ngāti Porou; and
- d. give particular regard to the views of each of the relevant hapū of ngā hapū o Ngāti Porou when deciding whether to grant the permit.

24.9 Possession of wildlife matter and marine mammal matter:

- a. Ngā hapū o Ngāti Porou will be able to possess wildlife matter and marine mammal matter that has been lawfully obtained within ngā rohe moana o ngā hapū o Ngāti Porou on or after the effective date without an authorisation under the Wildlife Act 1953 or permit under the Marine Mammals Protection Act 1978.
- b. Ngā hapū o Ngāti Porou will be required to:
 - i. maintain, and keep up to date, a register that records, in respect of each piece of wildlife matter and each piece of marine mammal matter:
 - A. the person who holds the matter; and
 - B. a description of the dead wildlife or dead marine mammal from which the matter was obtained; and
 - C. where and when the dead wildlife or dead marine mammal was found; and
 - ii. at the request of the Director-General, provide the Director-General with access to:
 - A. the register described in paragraph 24.9b.i:
 - B. the wildlife matter or the marine mammal matter possessed by ngā hapū o Ngāti Porou, including access to collect data and samples, where the Director-General considers that access is essential to achieve the conservation management of the relevant species.

- c. Where the Director-General comes into possession of wildlife matter or marine mammal matter that has been obtained within ngā rohe moana o ngā hapū o Ngāti Porou on or after the effective date, the Director-General will be required to:
 - i. give written notice to ngā hapū o Ngāti Porou of that possession, including setting out the details of the relevant wildlife matter or marine mammal matter; and
 - ii. provide ngā hapū o Ngāti Porou with the first right of refusal in respect of possessing that matter.
- d. Where ngā hapū o Ngāti Porou exercise their first right of refusal and take possession of the wildlife matter or the marine mammal matter, as described in paragraph 24.9c, paragraphs 24.9a and 24.9b will apply, with all necessary changes, in respect of that matter.

PART H

Place Names Instrument

25 WHAT THE PLACE NAMES INSTRUMENT WILL DO

25.1 In order to contribute to the legal recognition of the ongoing and enduring mana of ngā hapū o Ngāti Porou, the place names instrument will provide for the alteration of some existing place names within ngā rohe moana o ngā hapū o Ngāti Porou to names chosen by ngā hapū o Ngāti Porou.

26 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU THROUGH THE PLACE NAMES INSTRUMENT

26.1 The place names instrument will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by:

- a. ensuring that places that have cultural significance to ngā hapū o Ngāti Porou have, as their officially recognised and known name, the names that ngā hapū o Ngāti Porou use, or have chosen, for those places; and
- b. demonstrating their longstanding historical, traditional, spiritual and customary association with ngā rohe moana o ngā hapū o Ngāti Porou; and
- c. providing visible recognition of the exercise of mana by ngā hapū o Ngāti Porou within ngā rohe moana o ngā hapū o Ngāti Porou.

27 TERMS OF THE PLACE NAMES INSTRUMENT

27.1 Paragraphs 27.2 and 27.3 of this part record the matters that will be provided for in the recognition legislation to give effect to the place names instrument.

27.2 Effect of the place names instrument:

- a. Each of the existing place names in ngā rohe moana o ngā hapū o Ngāti Porou that are set out in column 1 of the following table will be altered to the Ngāti Porou name set out in column 2 of that table:

Existing place name	Ngāti Porou place name
East Island (Whangaokeno Island)	Whangaokeno/East Island
Hicks Bay	Wharekahika/Hicks Bay

- b. The alterations described in paragraphs 27.2a will take effect on the publication date of the *Gazette* containing the notice described in paragraph 27.3b.i.
- c. A copy of that notice will be conclusive evidence that those alterations were made on the date that the *Gazette* was published.

27.3 Process:

- a. The alterations described in paragraphs 27.2a and 27.2b will be treated as made:
- i. with the approval of the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa; and
 - ii. in accordance with the [New Zealand Geographic Board Act 1946](#) [New Zealand Geographic Board \(Ngā Pou Taunaha o Aotearoa\) Act 2008](#).
- b. The New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa will be required:
- i. as soon as is reasonably practicable after the effective date, to publish a notice in the *Gazette* setting out:
 - A. the altered place names described in paragraphs 27.2a and 27.2b, together with their locations; and
 - B. that any future alteration to those place names is subject to the condition described in paragraph 27.3b.iii; and

- ii. as soon as is reasonably practicable after the publication date of that *Gazette*, to:
 - A. comply with any other requirement in the ~~New Zealand Geographic Board Act 1946~~New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 to publish a copy of that notice; and
 - B. forward a copy of that notice to Gisborne District Council and other interested parties.
- iii. to obtain the prior written consent of ngā hapū o Ngāti Porou, before it may alter, in accordance with the ~~New Zealand Geographic Board Act 1946~~New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 (and other than as set out in the place names instrument), the place names described in paragraphs 27.2a and 27.2b.

27.4 **Further place name changes:** To avoid doubt ~~and without limiting paragraph 2.1 of schedule 6~~, where ngā hapū o Ngāti Porou seeks place name changes that are in addition to those described in this place names instrument, it may seek those changes in accordance with the ~~New Zealand Geographic Board Act 1946~~New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

PART I

Pouwhenua Instrument

28 WHAT THE POUWHENUA INSTRUMENT WILL DO

28.1 In order to recognise the ongoing and enduring mana of ngā hapū o Ngāti Porou, the pouwhenua instrument will enable ngā hapū o Ngāti Porou to erect pouwhenua and/or signage at sites of cultural significance to them.

29 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU THROUGH THE POUWHENUA INSTRUMENT

29.1 The pouwhenua instrument will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by showing to the public of New Zealand the continued exercise of mana of ngā hapū o Ngāti Porou and, where appropriate, educating the public (by way of information on the pouwhenua and/or signage) about the cultural importance of a particular site, including explaining the traditional, cultural, and historical associations of ngā hapū o Ngāti Porou with the particular site.

30 TERMS OF THE POUWHENUA INSTRUMENT

30.1 Ngā hapū o Ngāti Porou, and each of the Minister of Conservation and the ~~Minister of Fisheries~~ Minister for Primary Industries will set out, in their relationship instrument described in part E of schedule 2, a process for agreeing on the erection of pouwhenua and/or signage in ngā rohe moana o ngā hapū o Ngāti Porou for the purposes set out in the relationship instrument.

30.2 The Crown will invite ~~the New Zealand Historic Places Trust~~ Heritage New Zealand Pouhere Taonga to seek the agreement of ngā hapū o Ngāti Porou when installing interpretation panels and signs within ngā rohe moana o ngā hapū o Ngāti Porou. These panels and signs may include information on the cultural values of the site or area, its significance to ngā hapū o Ngāti Porou and reference to the location being within ngā rohe moana o ngā hapū o Ngāti Porou.

APPENDIX 1

Whakamana Accord

(paragraph 17.2 of part E of schedule 2)

THIS WHAKAMANA ACCORD IS MADE BETWEEN

1. **NGĀ HAPŪ O NGĀTI POROU**

AND

2. **HER MAJESTY THE QUEEN IN RIGHT OF NEW ZEALAND (the Crown)**

BACKGROUND

- A. Ngā hapū o Ngāti Porou and the Crown are parties to a deed of agreement dated ~~{To insert}~~ 31 October 2008 relating to how the Crown will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.
- B. This whakamana accord is entered into by ngā hapū o Ngāti Porou and the Crown to give effect to the obligation under paragraph 17.1 of part E of schedule 2 to the deed and, except to the extent stated otherwise, comes into force on the effective date.

TERMS OF THIS WHAKAMANA ACCORD

1 RELATIONSHIP FORUM

- 1.1 The parties agree to establish a forum between ngā hapū o Ngāti Porou and the Crown that is constituted by meetings, as set out in this whakamana accord.

2 MEETINGS

- 2.1 The following provisions apply to the meetings described in clause 1.1 of this whakamana accord:

- a. The objectives of the meetings are to discuss:
- i. the health of the relationship between ngā hapū o Ngāti Porou and the Crown; and
 - ii. the implementation of, or any issues arising from, the deed and/or the recognition legislation; and
 - iii. the implementation of, or any issues arising from, the relationship instruments; and
 - iv. any proposed changes in matters of law or policy relating to the coastal marine area, including any proposed changes that have the potential to impact upon the deed, the recognition legislation or legislation that underpins the recognition instruments; and
 - v. issues of shared importance relating to the coastal marine area.
- b. The following individuals will attend the meetings:
- i. representatives of ngā hapū o Ngāti Porou who are notified by the management arrangements; and
 - ii. the following Ministers (or a delegate nominated by each Minister, provided that the delegate is either another Minister or the chief executive of the relevant department for which the Minister is responsible):

- A. ~~the Attorney-General~~ the Responsible Minister for the Marine and Coastal Area (Takutai Moana) Act 2011:

- B. the ~~Minister of Māori Affairs~~ Minister for Māori Development;
 - C. the ~~Minister of Fisheries~~ Minister for Primary Industries;
 - D. the Minister for the Environment;
 - E. the Minister of Conservation; and
- iii. any other individual that the participants described in clauses 2.1b.i and 2.1b.ii agree should attend a particular meeting, including any Minister whose portfolio is relevant to the matters to be discussed at that meeting (where that Minister agrees), representatives of other iwi, and officials.
- c. Meetings will be held annually on dates, and at venues, to be agreed by ngā hapū o Ngāti Porou and the Ministers who are to attend the meeting, provided that the first meeting will be held within 6 months of the effective date. The meeting will be held on the same day as the Ngāti Porou-Crown Relationship Forum.
- d. Before each meeting, ngā hapū o Ngāti Porou and the Crown must each send to the other a suggested agenda for that meeting.
- e. The Crown, via the Ministry of Justice and Te Puni Kōkiri, will provide a secretariat for the meeting. The secretariat's role includes:
- i. documenting the agenda for, and giving notice of, meetings; and
 - ii. preparing the minutes of meetings; and
 - iii. providing reports to the participants at meetings; and
 - iv. such other services as may be agreed at a meeting.
- f. Each party to this whakamana accord must meet its own costs and expenses relating to a meeting.

3 REVIEW OF MEETINGS

- 3.1 A review of the accord will be held by the parties at every 5th meeting. As part of the review, the meeting participants will discuss:
- a. whether the meetings have successfully fulfilled the objectives described in clause 2.1a of this whakamana accord; and
 - b. whether changes should be made to assist meetings to meet those objectives, including changes to:
 - i. the participants at meetings (including whether additional or other Ministers should attend); and
 - ii. the operational procedures relating to meetings (including the frequency and venue of meetings); and
 - iii. the secretariat for meetings; and
 - c. whether the objectives of the meeting should be expanded.
- 3.2 The participants at the review meeting are to conduct that review in good faith and must use their best endeavours to reach agreement in relation to any changes that are proposed at that review.
- 3.3 Where those participants are unable to reach agreement in relation to a proposed change, the participants at each of the next 5 meetings are to continue to:
- a. hold those meetings on the same basis that prevailed at the time of the review (unless they can agree on the disputed proposed change); and
 - b. discuss, as an agenda item, the disputed proposed change and use their best endeavours to reach agreement on it.

4 VARIATION AND TERMINATION

- 4.1 Ngā hapū o Ngāti Porou and the Crown may vary or terminate this whakamana accord by agreement in writing.

5 GENERAL

- 5.1 To avoid doubt, this whakamana accord does not limit those matters set out in paragraphs 2.1e.i to 2.1e.iii of schedule 5 to the deed.
- 5.2 The rights and obligations under this whakamana accord:
- a. may not be assigned by either party; and
 - b. are a statement of intentions only and not enforceable in court.
- 5.3 A breach of this whakamana accord does not constitute a breach of the deed.

6 NOTICES

- 6.1 Notices to a party to this whakamana accord may be given in the same manner as described in paragraph 4.1 of schedule 9 to the deed.

7 DEFINITIONS AND INTERPRETATION

7.1 Ngāti Porou-Crown Relationship Forum has the same meaning as that in the Deed of Settlement of Historical Claims between Te Rūnanganui o Ngāti Porou Trustee Limited and the Crown dated 22 December 2010.

7.17.2 In this whakamana accord, unless the context requires otherwise, terms defined in the deed have the same meaning in this whakamana accord.

7.27.3 The rules of interpretation in paragraph 4 of schedule 10 to the deed apply to the interpretation of this whakamana accord.

SIGNED on [*Insert date*]

SIGNED for and on behalf of **HER**)
MAJESTY THE QUEEN in right of)
 New Zealand by the ~~Attorney-~~)
General Minister for Treaty of)
Waitangi Negotiations and the)
Minister of Māori Affairs ~~Minsiter for~~)
Māori Development:

~~Hon Dr Michael Cullen~~ Hon
Christopher Finlayson QC in the
 presence of:

WITNESS

Name:
 Occupation:
 Address:

~~Hon Mita Ririnui (for and on~~
~~behalf the~~ Minister of Māori
~~Affairs)~~ Hon Te Ururoa James
William Ben Flavell in the
 presence of:

WITNESS

Name:
 Occupation:
 Address:

SIGNED for and on behalf of **NGĀ**)
HAPŪ O NGĀTI POROU by the)
 mandated signatories in the presence)
 of:)

[Name]

[Name]

[Name]

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aw*

APPENDIX 2

Relationship Instruments

(paragraph 18.2 of part E of schedule 2)

Part A: Fisheries Relationship Instrument

THIS FISHERIES RELATIONSHIP INSTRUMENT IS MADE BETWEEN

1. NGĀ HAPŪ O NGĀTI POROU

AND

2. ~~THE MINISTER OF FISHERIES~~ THE MINISTER FOR PRIMARY INDUSTRIES (the Minister)

BACKGROUND

- A. Ngā hapū o Ngāti Porou and Her Majesty the Queen in right of New Zealand (the Crown) are parties to a deed of agreement dated ~~[To insert]~~ 31 October 2008 (the deed) relating to how the Crown will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.
- B. This fisheries relationship instrument is entered into by ngā hapū o Ngāti Porou and the Minister to give effect to the obligation under paragraph 18.1 of part E of schedule 2 to the deed and, except to the extent stated otherwise, comes into force on the effective date.

- C. This fisheries relationship instrument sets out how ngā hapū o Ngāti Porou, the Minister and the ~~Ministry of Fisheries~~ Ministry for Primary Industries (the **Ministry**) will establish and maintain a positive and collaborative relationship:
- > in respect of the management and regulation of fisheries matters within ngā rohe moana o ngā hapū o Ngāti Porou; and
 - > to contribute to the Crown's recognition of the ongoing and enduring mana of ngā hapū o Ngāti Porou in respect of fisheries matters in ngā rohe moana o ngā hapū o Ngāti Porou.

TERMS OF THIS FISHERIES RELATIONSHIP INSTRUMENT

1 PRINCIPLES UNDERLYING THIS FISHERIES RELATIONSHIP INSTRUMENT

- 1.1 The following principles underlie the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou, as expressed in the deed and underlie this fisheries relationship instrument:

Toitū te mana atua (principle 1)

It is acknowledged that ngā hapū o Ngāti Porou have, in accordance with their tikanga, an unbroken, inalienable and enduring relationship with ngā rohe moana o ngā hapū o Ngāti Porou. The deed will contribute to the legal expression, protection and recognition of the ability of ngā hapū o Ngāti Porou to continue to regulate and undertake activities on, over or within ngā rohe moana o ngā hapū o Ngāti Porou in accordance with their tikanga.

Toitū te mana whenua me te mana moana (principle 2)

The deed contributes to the legal expression, protection and recognition of the unbroken, inalienable and enduring mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te mana tangata (principle 3)

The deed contributes to the legal expression, protection and recognition of the right of ngā hapū o Ngāti Porou to exercise influence over persons carrying out activities within, or impacting upon, ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te Tiriti o Waitangi (principle 4)

- > Consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, ngā hapū o Ngāti Porou and the Crown have entered into the deed in good faith and as equals.
 - > The parties acknowledge that they are obliged to give effect to the deed and to act in good faith, fairly, reasonably and honourably towards each other.
- 1.2 It is agreed by the Crown and ngā hapū o Ngāti Porou that any issue of interpretation relating to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1 of the deed.

2 ROLE OF EACH PARTY

- 2.1 Ngā hapū o Ngāti Porou assert ownership to ngā rohe moana o ngā hapū o Ngāti Porou and the resources within it, and the associated responsibilities including kaitiakitanga, based on, amongst other things, the sacred relationship with ngā rohe moana o ngā hapū o Ngāti Porou, unbroken occupation, the continued exercise of ancestral mana, and the fact that title to ngā rohe moana o ngā hapū o Ngāti Porou has never been ceded to the Crown.
- 2.2 The Minister and the chief executive of the Ministry (**the chief executive**) have certain functions, powers and duties in terms of the fisheries legislation. Under the fisheries legislation, the obligation of the Ministry is to provide for the utilisation of fisheries resources while ensuring sustainability, to meet the principles of te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management.

3 HOW THIS FISHERIES RELATIONSHIP INSTRUMENT WILL LEGALLY EXPRESS, PROTECT, AND RECOGNISE THE MANA OF NGĀ HAPŪ O NGĀTI POROU

- 3.1 Fisheries management plan for ngā hapū o Ngāti Porou:
- a. Ngā hapū o Ngāti Porou will develop a fisheries management plan that relates to ngā rohe moana o ngā hapū o Ngāti Porou.
 - b. The Ministry will assist ngā hapū o Ngāti Porou, within the resources available to the Ministry, to develop a fisheries management plan that relates to ngā rohe moana o ngā hapū o Ngāti Porou.
 - c. The parties agree that the plan will address:
 - i. the objectives of ngā hapū o Ngāti Porou for the management of their customary, commercial, recreational and environmental interests in fisheries resources within ngā rohe moana o ngā hapū o Ngāti Porou; and
 - ii. how ngā hapū o Ngāti Porou will participate in fisheries management in ngā rohe moana o ngā hapū o Ngāti Porou; and

- iii. how the customary, commercial and recreational fishing interests of ngā hapū o Ngāti Porou will be managed in an integrated way; and
 - iv. how ngā hapū o Ngāti Porou will participate in the Ministry's sustainability processes that affect fisheries resources and seaweed in ngā rohe moana o ngā hapū o Ngāti Porou.
- d. The parties agree to meet, as soon as reasonably practicable after signing this fisheries relationship instrument, to discuss:
- i. the content of the fisheries management plan, including how the plan will legally express, protect and recognise the mana of ngā hapū o Ngāti Porou; and
 - ii. ways in which the Ministry will work with ngā hapū o Ngāti Porou to develop and review the plan.
- e. Once the fisheries management plan is finalised, the Ministry will recognise and provide for that plan when:
- i. developing work programmes that will, or may, impact directly on the fisheries management interests of ngā hapū o Ngāti Porou; and
 - ii. exercising powers and functions under the Fisheries Act 1996, as described in paragraph 21.32c of part f of schedule 2 to the deed; and
 - iii. developing:
 - A. regulations under the Fisheries Act 1996; and
 - B. fisheries plans; and
 - C. sustainability measures,where those regulations, plans and measures directly relate to ngā rohe moana o ngā hapū o Ngāti Porou.
- f. Where the Ministry considers that a proposed work programme affects the fisheries management interests of ngā hapū o Ngāti Porou, the Ministry will consult the hapū on that proposed work programme.

- g. Ngā hapū o Ngāti Porou will use the fisheries management plan in the development of fisheries bylaws and the management of the customary, commercial and recreational fishing interests of ngā hapū o Ngāti Porou.

3.2 Information sharing:

- a. The Ministry will make available to ngā hapū o Ngāti Porou all existing information held by, or reasonably accessible to, the Ministry where that information is requested by ngā hapū o Ngāti Porou for the purposes of assisting them to exercise their enduring and ongoing mana in respect of ngā rohe moana o ngā hapū o Ngāti Porou, and particularly for the following purposes:
 - i. performing their functions and obligations, and exercising their powers, under the fisheries regulations and fisheries bylaws; and
 - ii. developing the fisheries management plan; and
 - iii. fully exercising their rights under this fisheries relationship instrument.
- b. In addition to the provision of information described in clause 3.2a, the Ministry will:
 - i. promptly advise ngā hapū o Ngāti Porou of any proposed policy changes or directions that may impact directly on fisheries matters in ngā rohe moana o ngā hapū o Ngāti Porou; and
 - ii. on request by ngā hapū o Ngāti Porou, advise of, and make available to them, research reports that the Ministry has received that relate to fisheries matters in ngā rohe moana o ngā hapū o Ngāti Porou; and
 - iii. provide ngā hapū o Ngāti Porou with access to technical data held by the Ministry relating to fisheries management in ngā rohe moana o ngā hapū o Ngāti Porou.

- c. The obligations in clauses 3.2a and 3.2b of this fisheries relationship instrument do not apply to information that the Ministry is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the grounds set out under the Official Information Act 1982, provided that when making decisions under section 9 of that Act, officials must consider the public interest associated with providing information to assist in the exercise of the enduring and ongoing mana of ngā hapū o Ngāti Porou where that information is relevant to ngā rohe moana o ngā hapū o Ngāti Porou.
- 3.3 **Management of fisheries regulations and fisheries bylaws:** In addition to the obligation described in clause 3.2a.i, the Ministry will, within the resources and capacity available to it, provide:
- a. resources to assist ngā hapū o Ngāti Porou to carry out their role in the development of fisheries bylaws, as described in part B of schedule 4 to the deed; and
 - b. training to ngā hapū o Ngāti Porou to enable them to administer and implement the fisheries regulations; and
 - c. public notification of a fisheries bylaw that restricts or prohibits the taking of fisheries resources, including the placement of signage when appropriate.
- 3.4 **Development of sustainability measures:** The Ministry will provide for the input and participation of ngā hapū o Ngāti Porou on any proposed setting of, or changes to, sustainability measures to the extent that those measures affect ngā rohe moana o ngā hapū o Ngāti Porou.
- 3.5 **Fisheries plans:** Where the Ministry proposes to develop, implement and/or change a fisheries plan that relates to any species of fisheries resource or seaweed within ngā rohe moana o ngā hapū o Ngāti Porou, the Ministry will provide for the input and participation of ngā hapū o Ngāti Porou on that proposal.

3.6 Participation in regional marine protection planning forums:

- a. Where a regional marine protection planning forum under the Marine Protected Areas policy is established that physically overlaps with ngā rohe moana o ngā hapū o Ngāti Porou, the Director-General and the chief executive of the ~~Ministry of Fisheries~~ Ministry will invite a nomination from ngā hapū o Ngāti Porou to be a member of that forum and, if ngā hapū o Ngāti Porou wish, will appoint that nominee on that planning forum. The nominee will be a full member of that planning forum and, in addition will have the right to advise joint Ministers of the views of ngā hapū o Ngāti Porou on the proposals determined by the forum.
- b. If other regional marine protection planning forums under the Marine Protected Areas policy are established in the Northern-Eastern or Eastern-North Island bio geographic regions the Director-General and the chief executive of the ~~Ministry of Fisheries~~ Ministry will invite a nomination from ngā hapū o Ngāti Porou to be an observer to that forum and, if ngā hapū o Ngāti Porou wish, will appoint that nominee as an observer on that planning forum. The nominee will have the right to advise joint Ministers of the views of ngā hapū o Ngāti Porou on proposals determined by the marine planning forum but will not be a full member of the planning forum.

3.7 Policy: The Minister and the Ministry will engage with ngā hapū o Ngāti Porou when they propose to develop or review any policy that impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou, by:

- a. enabling ngā hapū o Ngāti Porou to provide input into any policy development or review to the extent that it impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou; and
- b. consulting generally with ngā hapū o Ngāti Porou on any policy development or review that impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou.

3.8 Changes to legislation: Where the Ministry proposes to make an amendment to the fisheries legislation that will, or may, impact on the fisheries relationship instrument, the fisheries mechanism or the extended fisheries mechanism, the Ministry will consult ngā hapū o Ngāti Porou on that proposal.

3.9 Research planning process: The Ministry will provide ngā hapū o Ngāti Porou with assistance to participate in the Ministry's research planning process by:

- a. without limiting clause 3.2 of this fisheries relationship instrument, providing ngā hapū o Ngāti Porou with:
 - i. information on how the management arrangements can become an “*approved research provider*” to the Ministry, including updating that information each time the relevant requirements change; and
 - ii. background information that is sufficient to enable ngā hapū o Ngāti Porou to participate in the processes, timelines and objectives associated with the research planning process of the Ministry; and
- b. placing the contact details of ngā hapū o Ngāti Porou on the Ministry’s research planning database; and
- c. planning a process that enables ngā hapū o Ngāti Porou to submit their own research proposals for consideration; and
- d. consulting ngā hapū o Ngāti Porou on any research proposals within ngā rohe moana o ngā hapū o Ngāti Porou.

3.10 Work planning:

- a. The Ministry will consult ngā hapū o Ngāti Porou on the development of work plans for services to be provided within ngā rohe moana o ngā hapū o Ngāti Porou, including providing the hapū with opportunities to submit proposals for the provision of services where they consider those proposals are necessary to successfully manage fisheries resources within ngā rohe moana o ngā hapū o Ngāti Porou.
- b. The Ministry will arrange for the hapū to meet with business groups that will, or may be, affected by the work plans.

3.11 Contracting for services: The Ministry will consult with ngā hapū o Ngāti Porou where it proposes to enter into a contract for services that may impact on the management of customary fisheries within ngā rohe moana o ngā hapū o Ngāti Porou.

3.12 Education of staff: The Ministry will make available its staff who, from time to time, work within ngā rohe moana o ngā hapū o Ngāti Porou to enable the hapū to train those staff, through wānanga, on the values and practices of ngā hapū o Ngāti Porou.

3.13 Employment of staff:

- a. The Ministry will consult ngā hapū o Ngāti Porou on whether the employment of a particular position will directly affect the fisheries interests of ngā hapū o Ngāti Porou where the employment opportunity has arisen in ngā rohe moana o ngā hapū o Ngāti Porou.
- b. Where the Ministry and ngā hapū o Ngāti Porou agree that the employment of a particular position will affect the fisheries interests of ngā hapū o Ngāti Porou, then the parties will agree (taking into account the degree to which the position will impact on those interests) the extent to which the hapū will be involved in the appointment process. The involvement of ngā hapū o Ngāti Porou may include:
 - i. being consulted on the job description; and
 - ii. notification of the vacancy; and
 - iii. being consulted on the location of the position; and
 - iv. input into the selection of the interview panel.

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4 IMPLEMENTATION OF THIS FISHERIES RELATIONSHIP INSTRUMENT

- 4.1 To ensure that this fisheries relationship instrument works effectively and efficiently, as soon as practicable after the signing of this fisheries relationship instrument, the Ministry will meet with ngā hapū o Ngāti Porou to agree a strategy to implement this fisheries relationship instrument. The strategy will include:
- a. matters raised in this fisheries relationship instrument and the environmental covenant; and
 - b. reporting processes to be put in place, for example an annual report to be provided by the Ministry to ngā hapū o Ngāti Porou; and
 - c. review processes for this fisheries relationship instrument; and
 - d. how the Ministry will provide support to enable ngā hapū o Ngāti Porou to give effect to the exercise of their ongoing and enduring mana through the activities set out in this fisheries relationship instrument.
- 4.2 The strategy described in clause 4.1 of this fisheries relationship instrument will have effect from the date that it is agreed.

5 COMMUNICATION BETWEEN THE PARTIES

- 5.1 The Ministry and ngā hapū o Ngāti Porou will establish and maintain effective and efficient communication with each other on a continuing basis by:
- a. ngā hapū o Ngāti Porou providing, and the Ministry maintaining, information on the management arrangements office holders, and their addresses and contact details; and
 - b. the Ministry providing, and ngā hapū o Ngāti Porou maintaining, information on a primary Ministry contact; and
 - c. providing reasonable opportunities for ngā hapū o Ngāti Porou and Ministry managers and staff to meet with each other, including arranging annual meetings to discuss and (if possible) resolve any issue that has arisen in the past 12 months; and
 - d. the Ministry identifying staff positions that will be working closely with ngā hapū o Ngāti Porou to inform those staff of the contents of this

fisheries relationship instrument and their responsibilities and roles under it.

6 DISPUTE RESOLUTION

- 6.1 The dispute resolution process set out in paragraph 3 of schedule 9 to the deed applies to this fisheries relationship instrument.

7 AMENDMENT AND CANCELLATION

- 7.1 The Minister and ngā hapū o Ngāti Porou may amend or cancel this fisheries relationship instrument by agreement in writing, such agreement not to be unreasonably withheld.

8 GENERAL

- 8.1 To avoid doubt, this fisheries relationship instrument does not limit:
- a. those matters set out in paragraphs 18.4 and 18.5 of schedule 2 to the deed and paragraphs 2.1d and 2.1e of schedule 5 to the deed; or
 - b. the fisheries mechanism and the extended fisheries mechanism.
- 8.2 The parties intend that the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou through this fisheries relationship instrument will better fulfil the Crown's obligations under section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 and will be consistent with section 186 of the Fisheries Act 1996.

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9 DEFINITIONS AND INTERPRETATION

- 9.1 Clause 1.2 of this fisheries relationship instrument states that any issue of interpretation in relation to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1. This principle of interpretation also applies to this fisheries relationship instrument.
- 9.2 In this fisheries relationship instrument, where the Minister or the Ministry is required to consult ngā hapū o Ngāti Porou, it will:
- a. notify in writing ngā hapū o Ngāti Porou of the proposal; and
 - b. make available to ngā hapū o Ngāti Porou sufficient information to enable ngā hapū o Ngāti Porou to provide meaningful feedback on the proposal; and
 - c. provide ngā hapū o Ngāti Porou with a reasonable period of time within which to respond to the proposal; and
 - d. at the request of ngā hapū o Ngāti Porou, meet with them to discuss the proposal; and
 - e. report back to ngā hapū o Ngāti Porou on the final decisions relating to the proposal.
- 9.3 Unless the context requires otherwise:
- a. terms defined in the deed have the same meaning in this fisheries relationship instrument; and
 - b. **ngā rohe moana o ngā hapū o Ngāti Porou** means ~~the foreshore and seabed~~the common marine and coastal area within the rohe of Ngāti Porou, as further identified on the attached map, which extends from Pōtikirua in the north to Te Toka a Taiau in the south, and:
 - i. includes the ~~territorial customary rights~~customary marine title areas; but
 - ii. excludes:
 - A. ~~any land that is, for the time being, subject to a specified freehold interest; and~~

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B-A. for the purposes of the deed, the rohe of the hapū described in paragraph b of the definition of “ngā hapū o Ngāti Porou”.

- 9.4 Where the Minister or Ministry is required, under this fisheries relationship instrument, to engage, or otherwise interact, with ngā hapū o Ngāti Porou (including making available information, consulting, informing the hapū of certain matters, seeking advice, providing notice or assistance, or meeting with the hapū), the Minister or Ministry will satisfy that obligation by engaging, or otherwise interacting, with the management arrangements (as those arrangements are described in schedule 7 to the deed).
- 9.5 Clause 9.4 does not apply to clause 3.3b of this fisheries relationship instrument. To avoid doubt, under clause 3.3b, the Ministry will provide training to ngā hapū o Ngāti Porou in accordance with that clause.
- 9.6 The rules of interpretation in paragraph 4 of schedule 10 to the deed apply to the interpretation of this fisheries relationship instrument.

SIGNED on *[Insert date]*

SIGNED by ~~THE MINISTER OF FISHERIES~~
~~THE MINISTER FOR~~
PRIMARY INDUSTRIES:)
)
)
)
)

The ~~Minister of Fisheries~~
Minister for Primary Industries in the presence of:

WITNESS

Name:
Occupation:
Address:

SIGNED for and on behalf of NGĀ HAPŪ O NGĀTI POROU by the mandated signatories in the presence of:)
)
)
)

[Name]

[Name]

[Name]

WITNESS

Name:
Occupation:
Address:

Attachment

Ngā Rohe Moana o Ngā Hapū o Ngāti Porou

[Insert map]

Part B: Conservation Relationship Instrument

THIS CONSERVATION RELATIONSHIP INSTRUMENT IS MADE BETWEEN

1. NGĀ HAPŪ O NGĀTI POROU

AND

2. THE MINISTER OF CONSERVATION (the Minister)

BACKGROUND

- A. Ngā hapū o Ngāti Porou and Her Majesty the Queen in right of New Zealand (the Crown) are parties to a deed of agreement dated ~~[To insert]~~ 31 October 2008 (the deed) relating to how the Crown will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.
- B. This conservation relationship instrument is entered into by ngā hapū o Ngāti Porou and the Minister to give effect to the obligation under paragraph 18.1 of part E of schedule 2 to the deed and, except to the extent stated otherwise, comes into force on the effective date.
- C. This conservation relationship instrument sets out how ngā hapū o Ngāti Porou, the Minister, the Department of Conservation (the Department) and the Director-General will establish and maintain a positive and collaborative relationship as equal partners in good faith:
- > in respect of conservation matters within ngā rohe moana o ngā hapū o Ngāti Porou; and
 - > to contribute to the Crown's recognition of the ongoing and enduring mana of ngā hapū o Ngāti Porou in respect of conservation matters in ngā rohe moana o ngā hapū o Ngāti Porou.

TERMS OF THIS CONSERVATION RELATIONSHIP INSTRUMENT

1 PRINCIPLES UNDERLYING THIS CONSERVATION RELATIONSHIP INSTRUMENT

- 1.1 The following principles underlie the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou, as expressed in the deed and underlie this conservation relationship instrument:

Toitū te mana atua (principle 1)

It is acknowledged that ngā hapū o Ngāti Porou have, in accordance with their tikanga, an unbroken, inalienable and enduring relationship with ngā rohe moana o ngā hapū o Ngāti Porou. The deed will contribute to the legal expression, protection and recognition of the ability of ngā hapū o Ngāti Porou to continue to regulate and undertake activities on, over or within ngā rohe moana o ngā hapū o Ngāti Porou in accordance with their tikanga.

Toitū te mana whenua me te mana moana (principle 2)

The deed contributes to the legal expression, protection and recognition of the unbroken, inalienable and enduring mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te mana tangata (principle 3)

The deed contributes to the legal expression, protection and recognition of the right of ngā hapū o Ngāti Porou to exercise influence over persons carrying out activities within, or impacting upon, ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te Tiriti o Waitangi (principle 4)

- > Consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, ngā hapū o Ngāti Porou and the Crown have entered into this conservation relationship instrument in good faith and as equals.
 - > The parties acknowledge that they are obliged to give effect to this environment relationship instrument (in the manner described in the deed) and to act in good faith, fairly, reasonably and honourably towards each other.
- 1.2 It is agreed by the Crown and ngā hapū o Ngāti Porou that any issue of interpretation relating to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1.

2 ROLE OF EACH PARTY

- 2.1 Ngā hapū o Ngāti Porou assert ownership to ngā rohe moana o ngā hapū o Ngāti Porou and the resources within it, and the associated responsibilities including kaitiakitanga, based on, amongst other things, the sacred relationship with ngā rohe moana o ngā hapū o Ngāti Porou, unbroken occupation, the continued exercise of ancestral mana, and the fact that title to ngā rohe moana o ngā hapū o Ngāti Porou has never been ceded to the Crown.
- 2.2 The Department recognises the ongoing, enduring and unbroken mana of ngā hapū o Ngāti Porou over ngā rohe moana o ngā hapū o Ngāti Porou.

2.3 The Minister and the Director-General have certain functions, powers and duties under the conservation legislation, in relation to the ~~public foreshore and seabed~~ common marine and coastal area. Of these statutes, the Marine Mammals Protection Act 1978, the Wildlife Act 1953, and Marine Reserves Act 1971 are directly relevant to the ~~public foreshore and seabed~~ common marine and coastal area. Other legislation that the Department administers, such as the Conservation Act 1987, National Parks Act 1980 and Reserves Act 1977, only apply to the ~~public foreshore and seabed~~ common marine and coastal area to the extent that areas protected under that legislation extend to the ~~public foreshore and seabed~~ common marine and coastal area. The Minister also has some functions under the Resource Management Act 1991 and the Marine Area and Coastal (Takutai Moana) Act 2011. ~~Foreshore and Seabed Act 2004~~.

3 HOW THIS CONSERVATION RELATIONSHIP INSTRUMENT WILL LEGALLY EXPRESS, PROTECT, AND RECOGNISE THE MANA OF NGĀ HAPŪ O NGĀTI POROU

3.1 Policy:

- a. The Department will engage with ngā hapū o Ngāti Porou when it reviews or amends any conservation management strategy or proposes to develop, review or amend a management plan (if any) that impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou.
- b. When the Minister reviews the New Zealand Coastal Policy Statement, the Minister will seek and consider the views of ngā hapū o Ngāti Porou on the review at the outset of the process.
- c. The Minister and the Department will consult with ngā hapū o Ngāti Porou when they develop or review any policy that impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou.

3.2 Information sharing:

- a. The Department will make available to ngā hapū o Ngāti Porou all existing information held by, and reasonably accessible to, the Department where that information is requested by ngā hapū o Ngāti Porou for the purposes of assisting them to exercise their enduring and ongoing mana in respect of ngā rohe moana o ngā hapū o Ngāti Porou, and particularly for the following purposes:
 - i. performing their functions and obligations, and exercising their powers, under the conservation mechanism and extended conservation mechanism; and
 - ii. fully exercising their rights under this conservation relationship instrument.
- b. In addition to the provision of information described in clause 3.2a, the Department will:
 - i. promptly advise ngā hapū o Ngāti Porou of any proposed policy changes or directions that may impact directly on conservation matters in ngā rohe moana o ngā hapū o Ngāti Porou; and
 - ii. on request by ngā hapū o Ngāti Porou, advise of, and make available to, them:
 - A. a copy of any information held by the Department that relates directly to ngā rohe moana o ngā hapū o Ngāti Porou; and
 - B. GIS data that relates directly to conservation matters within ngā rohe moana o ngā hapū o Ngāti Porou; and
 - C. a copy of any research report produced or received by the Department that relates directly to conservation matters within ngā rohe moana o ngā hapū o Ngāti Porou.

- c. The obligations in clause 3.2a and 3.2b of this conservation relationship instrument do not apply to information that the Department is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Department may withhold under the grounds set out in the Official Information Act 1982, provided that when making decisions under section 9 of that Act, officials must consider the public interest associated with providing information to assist in the exercise of the enduring and ongoing mana of ngā hapū o Ngāti Porou where that information is relevant to ngā rohe moana o ngā hapū o Ngāti Porou.
- 3.3 **Business Planning:** The Department will provide ngā hapū o Ngāti Porou with assistance to participate in the Department's business planning process to the extent this relates to ngā rohe moana o ngā hapū o Ngāti Porou by:
- a. providing ngā hapū o Ngāti Porou with background information that is sufficient to enable the hapū to participate in the processes, timelines and objectives associated with the Department's business planning process; and
 - b. implementing the following process by which ngā hapū o Ngāti Porou can identify and propose specific projects within ngā rohe moana o ngā hapū o Ngāti Porou for consideration:
 - i. the Department and ngā hapū o Ngāti Porou will on an annual basis identify priorities for undertaking specific projects proposed by ngā hapū o Ngāti Porou. The priorities identified by the Department and ngā hapū o Ngāti Porou for the upcoming business year will be taken forward by the Department into its business planning process for consideration; and
 - ii. if a specific project proposed by ngā hapū o Ngāti Porou is to be undertaken, ngā hapū o Ngāti Porou and the Department will agree on a work plan before the project is implemented, including processes by which ngā hapū o Ngāti Porou will participate in monitoring the progress of the project throughout its implementation; and
 - iii. if a specific project requested by ngā hapū o Ngāti Porou is not to be undertaken, the Department will communicate to ngā hapū o Ngāti Porou the factors that were taken into account in reaching that decision; and

- c. consulting with ngā hapū o Ngāti Porou on any project proposals within ngā rohe moana o ngā hapū o Ngāti Porou.
- 3.4 **Changes to legislation:** Where the Department is reviewing, or proposes to make an amendment to, the conservation legislation or any relevant future legislation under which the Department or Minister has responsibilities, and that review or proposal will, or may, impact directly on ngā rohe moana o ngā hapū o Ngāti Porou, the recognition legislation, the conservation mechanism, the extended conservation mechanism, or this conservation relationship instrument, the Department will consult with ngā hapū o Ngāti Porou on that review or proposal.
- 3.5 **Marine mammals**
- a. Ngā hapū o Ngāti Porou and the Department agree:
 - i. to nominate contact people from ngā hapū o Ngāti Porou and the Department's area offices who will be available at short notice in the event of a marine mammal stranding; and
 - ii. that the nominated contact people will promptly notify each other of all strandings of which they have become aware in ngā rohe moana o ngā hapū o Ngāti Porou.
 - b. Decisions on the subsequent disposal of any dead marine mammal will depend, amongst other things, on the views of ngā hapū o Ngāti Porou being given particular regard and the conservation status of the species involved.
 - c. Ngā hapū o Ngāti Porou and the Department acknowledge that burial will generally be the most practical option for disposal of a dead stranded marine mammal.

- d. The nominated contact people from ngā hapū o Ngāti Porou and the Department will discuss and agree (where possible, in advance) possible burial sites that:
 - i. are appropriate to the tikanga of ngā hapū o Ngāti Porou; and
 - ii. will meet health and safety and other statutory requirements.
- e. Ngā hapū o Ngāti Porou will advise the Department, as soon as possible, if they require the Department to dispose of the carcass of a dead stranded marine mammal.
- f. Subject to the prior agreement of the conservator, where disposal of a dead stranded marine mammal is carried out by ngā hapū o Ngāti Porou, the Department will meet the reasonable costs incurred by ngā hapū o Ngāti Porou (up to the estimated cost which would otherwise have been incurred by the Department if it carried out the disposal).
- g. The Director-General will consult with ngā hapū o Ngāti Porou when preparing a marine mammal population management plan that impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou.

3.6 Involvement in regional marine protection planning forums:

- a. Where a regional marine protection planning forum under the Marine Protected Areas policy is established that physically overlaps with ngā rohe moana o ngā hapū o Ngāti Porou, the Director-General ~~and the chief executive~~ of the Department will invite a nomination from ngā hapū o Ngāti Porou to be a member of that forum and, if ngā hapū o Ngāti Porou wish, will appoint that nominee on that planning forum. The nominee will be a full member of that planning forum and, in addition will have the right to advise joint Ministers of the views of ngā hapū o Ngāti Porou on the proposals determined by the forum.
- b. If other regional marine protection planning forums under the Marine Protected Areas policy are established in the Northern-Eastern or Eastern-North Island bio geographic regions the Director-General ~~and the chief executive~~ of the Department will invite a nomination from ngā hapū o Ngāti Porou to be an observer to that forum and, if ngā hapū o Ngāti Porou wish, will appoint that nominee as an observer on that planning forum. The nominee will have the right to advise joint Ministers of the views of ngā hapū o Ngāti Porou on proposals

determined by the marine planning forum but will not be a full member of the planning forum.

3.7 Managing marine reserves: Where a marine reserve is established in ngā rohe moana o ngā hapū o Ngāti Porou, the Department will, at conservancy and area office level:

- a. work with the hapū that exercises mana over the area covered by the marine reserve to be involved in the strategic management of the marine reserve; and
- b. keep ngā hapū o Ngāti Porou informed of the management arrangements for the marine reserve, as appropriate.

3.8 Natural heritage and wildlife:

- a. The Department will consult with ngā hapū o Ngāti Porou on the development, review or amendment of any sites and species programmes, or recovery plans, to the extent these are within ngā rohe moana o ngā hapū o Ngāti Porou.
- b. The Department will seek the input and participation of ngā hapū o Ngāti Porou into any sites and species programmes on which the Department will be actively working within ngā rohe moana o ngā hapū o Ngāti Porou.

3.9 Resource Management Act 1991 advocacy:

- a. In respect of advocacy under the Resource Management Act 1991:
 - i. the Department and ngā hapū o Ngāti Porou, will:
 - A. discuss the general approach that may be taken by the Department and ngā hapū o Ngāti Porou in respect of advocacy under that Act, and seek to identify their respective priorities and issues of mutual concern; and
 - B. have regard to the priorities and issues of mutual concern identified when the Department and ngā hapū o Ngāti Porou make decisions in respect of advocacy under the Resource Management Act 1991; and
 - ii. the Department will make non-confidential resource information available to ngā hapū o Ngāti Porou to assist in improving their effectiveness in resource management advocacy work.

- b. To avoid doubt, the parties recognise that they will continue to make separate submissions in any Resource Management Act 1991 process.

3.10 Visitor information:

- a. The Department will seek the agreement of ngā hapū o Ngāti Porou on the installation and removal of visitor information, including interpretation panels and signs, and facilities for visitors, in ngā rohe moana o ngā hapū o Ngāti Porou, unless the installation and removal of that visitor information is required for public safety or essential for species conservation. This visitor information may include the cultural values of the site or area, its significance to ngā hapū o Ngāti Porou and reference to the location being within ngā rohe moana o ngā hapū o Ngāti Porou.
- b. The Department (at area office level) and ngā hapū o Ngāti Porou will work together in good faith to:
 - i. give effect to the pouwhenua instrument described in part I of schedule 2 of the deed by:
 - A. facilitating the erection of pouwhenua at sites of cultural significance to ngā hapū o Ngāti Porou that ngā hapū o Ngāti Porou would erect and bear the costs; and
 - B. erecting signage at sites of cultural significance to ngā hapū o Ngāti Porou, subject to resourcing; and
 - ii. raise public awareness of any positive conservation partnerships between ngā hapū o Ngāti Porou, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and
 - iii. ensure that information contained in the Department's publications is accurate and appropriate, including by the Department obtaining the consent of ngā hapū o Ngāti Porou for disclosure of information received from, or about, ngā hapū o Ngāti Porou, and for the use of that information for new interpretation panels, signs and visitor publications in ngā rohe moana o ngā hapū o Ngāti Porou.

3.11 Wāhi tapu:

- a. The Department will treat as confidential any information provided by ngā hapū o Ngāti Porou on wāhi tapu and wāhi tapu areas covered by the wāhi tapu instrument where ngā hapū o Ngāti Porou requests that this information be kept confidential.
- b. The Department and ngā hapū o Ngāti Porou will work together in good faith to:
 - i. establish processes, for dealing with information on wāhi tapu and wāhi tapu areas covered by the wāhi tapu instrument, that recognise the management challenges confidentiality poses and the requirements of ngā hapū o Ngāti Porou; and
 - ii. ensure that ngā hapū o Ngāti Porou can exercise kaitiakitanga over those wāhi tapu and wāhi tapu areas.

4 IMPLEMENTATION OF THIS CONSERVATION RELATIONSHIP INSTRUMENT

4.1 To ensure that this conservation relationship instrument and the recognition legislation (to the extent that it relates to conservation matters) works effectively and efficiently, as soon as practicable after the signing of the deed, the Department will meet with ngā hapū o Ngāti Porou to agree processes to implement this conservation relationship instrument and the recognition legislation (to the extent that it relates to conservation matters). These processes will include:

- a. reporting processes, for example:
 - i. an annual report to be provided by the Department to ngā hapū o Ngāti Porou; and
 - ii. an annual meeting with ngā hapū o Ngāti Porou to discuss any issues associated with the implementation of this conservation relationship instrument; and
- b. other meetings as agreed by the area office and ngā hapū o Ngāti Porou to, amongst other things, monitor and report on the undertakings of each party in this conservation relationship instrument; and
- c. review processes for this conservation relationship instrument; and

- d. how the Department will provide support to enable ngā hapū o Ngāti Porou to give effect to the exercise of their ongoing and enduring mana through the activities set out in this conservation relationship instrument.

4.2 The processes described in clause 4.1 of this conservation relationship instrument will have effect from the date that they are agreed.

5 COMMUNICATION BETWEEN THE PARTIES

5.1 The Department and ngā hapū o Ngāti Porou will establish and maintain effective and efficient communication with each other on a continuing basis, by:

- a. ngā hapū o Ngāti Porou providing, and the Department maintaining, information on the management arrangements office holders, and their addresses and contact details; and
- b. the Department providing, and ngā hapū o Ngāti Porou maintaining, information on Department contacts; and
- c. providing reasonable opportunities for ngā hapū o Ngāti Porou and Department managers and staff to meet with each other, including arranging annual meetings to discuss and (if possible) resolve any issue that has arisen in the past 12 months; and
- d. the Department making available its staff who, from time to time, work within ngā rohe moana o ngā hapū o Ngāti Porou to enable the hapū to train those staff, through wānanga, on the values and practices of ngā hapū o Ngāti Porou; and
- e. the Department identifying staff positions that will be working closely with ngā hapū o Ngāti Porou to inform those staff of the contents of this conservation relationship instrument and their responsibilities and roles under it.

6 DISPUTE RESOLUTION

6.1 The dispute resolution process set out in paragraph 3 of schedule 9 to the deed applies to this conservation relationship instrument.

7 AMENDMENT AND CANCELLATION

7.1 Ngā hapū o Ngāti Porou and the Minister may amend or cancel this conservation relationship instrument by agreement in writing, such agreement not to be unreasonably withheld.

8 GENERAL

8.1 To avoid doubt, this conservation relationship instrument does not limit:

- a. those matters set out in paragraphs 18.4 and 18.5 of schedule 2 to the deed and paragraphs 2.1d and 2.1e of schedule 5 to the deed; or
- b. the environmental covenant instrument, the conservation mechanism, the extended conservation mechanism, the permission right and the wāhi tapu instrument.

9 DEFINITIONS AND INTERPRETATION

9.1 Clause 1.2 of this conservation relationship instrument states that any issue of interpretation in relation to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1. This principle of interpretation also applies to this conservation relationship instrument.

- 9.2 In respect of the exercise of rights and obligations under this conservation relationship instrument:
- a. any right or obligation of ngā hapū o Ngāti Porou will be exercised through the management arrangements; and
 - b. where the Minister or the Department is required to engage, or otherwise interact, with ngā hapū o Ngāti Porou (including, without limit, making available information, consulting, informing the hapū of certain matters, seeking advice, providing notice or assistance, or meeting with the hapū), the Minister or Department will satisfy that obligation by engaging, or otherwise interacting, with the management arrangements.
- 9.3 In this conservation relationship instrument, where the Minister or the Department is required to consult ngā hapū o Ngāti Porou they will:
- a. notify in writing, where practicable, ngā hapū o Ngāti Porou of the proposal; and
 - b. make available to ngā hapū o Ngāti Porou sufficient information to enable the hapū to provide meaningful feedback on the proposal; and
 - c. provide ngā hapū o Ngāti Porou with a reasonable period of time within which to respond to the proposal; and
 - d. at the request of ngā hapū o Ngāti Porou meet with them to discuss the proposal; and
 - e. report back to ngā hapū o Ngāti Porou on the final decisions relating to the proposal.

9.4 Unless the context requires otherwise:

- a. terms defined in the deed have the same meaning in this conservation relationship instrument; and
- b. each term listed below has the meaning given to it:

Term	Meaning
conservation legislation	the Conservation Act 1987 and the statutes listed in the first schedule to that Act.
conservation management strategy	has the meaning given in section 2(1) of the Conservation Act 1987.
ngā rohe moana o ngā hapū o Ngāti Porou	<p>the common marine and coastal area foreshore and seabed within the rohe of Ngāti Porou, as further identified on the attached map, which extends from Pōtikirua in the north to Te Toka a Taiau in the south, and:</p> <ol style="list-style-type: none">a. includes the territorial <u>customary rights</u> customary marine title areas; butb. excludes:<ol style="list-style-type: none">i. any land that is, for the time being, subject to a specified freehold interest; andii. for the purposes of the deed, the rohe of the hapū described in paragraph b of the definition of “ngā hapū o Ngāti Porou”.

- 9.5 The rules of interpretation in paragraph 4 of schedule 10 to the deed apply to the interpretation of this conservation relationship instrument.

*Paul
DW*

SIGNED on *[Insert date]*

SIGNED by the MINISTER OF)
CONSERVATION:)
)
)
)

The Minister of Conservation
in the presence of:

WITNESS

Name:
Occupation:
Address:

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by the)
mandated signatories in the presence)
of:)

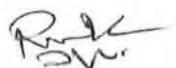
[Name]

[Name]

[Name]

WITNESS

Name:
Occupation:
Address:



Attachment

Ngā Rohe Moana o Ngā Hapū o Ngāti Porou

[insert map]

*Ray
SW*

Part C: Environment Relationship Instrument

THIS ENVIRONMENT RELATIONSHIP INSTRUMENT IS MADE BETWEEN

1. NGĀ HAPŪ O NGĀTI POROU

AND

2. THE MINISTER FOR THE ENVIRONMENT (the Minister)

BACKGROUND

- A. Ngā hapū o Ngāti Porou and Her Majesty the Queen in right of New Zealand (the Crown) are parties to a deed of agreement dated ~~[To insert]~~ 31 October 2008 (the deed) relating to how the Crown will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.
- B. This environment relationship instrument is entered into by ngā hapū o Ngāti Porou and the Minister to give effect to the obligation under paragraph 18.1 of part E of schedule 2 to the deed and, except to the extent stated otherwise, comes into force on the effective date.
- C. This environment relationship instrument sets out how ngā hapū o Ngāti Porou, the Minister and the Ministry for the Environment (the Ministry) will establish and maintain a positive and collaborative relationship:
- > in respect of matters for which the Ministry is responsible; and
 - > to contribute to the Crown's recognition of the ongoing and enduring mana of ngā hapū o Ngāti Porou in respect of environmental matters in ngā rohe moana o ngā hapū o Ngāti Porou.

TERMS OF THIS ENVIRONMENT RELATIONSHIP INSTRUMENT

1 PRINCIPLES UNDERLYING THIS ENVIRONMENT RELATIONSHIP INSTRUMENT

1.1 The following principles underlie the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou, as expressed in the deed and underlie this environment relationship instrument:

Toitū te mana atua (principle 1)

It is acknowledged that ngā hapū o Ngāti Porou have, in accordance with their tikanga, an unbroken, inalienable and enduring relationship with ngā rohe moana o ngā hapū o Ngāti Porou. The deed will contribute to the legal expression, protection and recognition of the ability of ngā hapū o Ngāti Porou to continue to regulate and undertake activities on, over or within ngā rohe moana o ngā hapū o Ngāti Porou in accordance with their tikanga.

Toitū te mana whenua me te mana moana (principle 2)

The deed contributes to the legal expression, protection and recognition of the unbroken, inalienable and enduring mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te mana tangata (principle 3)

The deed contributes to the legal expression, protection and recognition of the right of ngā hapū o Ngāti Porou to exercise influence over persons carrying out activities within, or impacting upon, ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te Tiriti o Waitangi (principle 4)

- > Consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, ngā hapū o Ngāti Porou and the Crown have entered into the deed in good faith and as equals.
 - > The parties to the deed acknowledge that they are obliged to give effect to the deed and to act in good faith, fairly, reasonably and honourably towards each other.
- 1.2 It is agreed by the Crown and ngā hapū o Ngāti Porou that any issue of interpretation relating to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1.

2 ROLE OF EACH PARTY

- 2.1 Ngā hapū o Ngāti Porou assert ownership to ngā rohe moana o ngā hapū o Ngāti Porou and the resources within it, and the associated responsibilities including kaitiakitanga, based on, amongst other things, the sacred relationship with ngā rohe moana o ngā hapū o Ngāti Porou, unbroken occupation, the continued exercise of ancestral mana, and the fact that title to ngā rohe moana o ngā hapū o Ngāti Porou has never been ceded to the Crown.
- 2.2 The Minister, the Ministry, and the secretary for the Environment have statutory roles and functions in the coastal marine area. These are set out in the Environment Act 1986, the Resource Management Act 1991, ~~and the Hazardous Substances and New Organisms Act 1996~~ and the Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012. Local government has primary responsibility for the management of the coastal marine area under the Resource Management Act 1991. The Minister of Conservation (who has entered into a conservation relationship instrument with ngā hapū o Ngāti Porou) also has responsibilities in the coastal marine area. Some of these functions are exercised jointly with the Minister.
- 2.3 The Ministry provides advice on environmental policy, legislation and international matters that affect the environment. The Ministry operates at a national level to develop policy which applies to large geographic areas. Local government has the day to day responsibility for environmental

management of the coastal marine area under the Resource Management Act 1991. The Ministry has very few operational responsibilities. Most of the Ministry's policies and programmes rely on local government to implement them.

3 HOW THIS ENVIRONMENT RELATIONSHIP INSTRUMENT WILL LEGALLY EXPRESS, PROTECT, AND RECOGNISE THE MANA OF NGĀ HAPŪ O NGĀTI POROU

3.1 Policy: The Minister and the Ministry will engage with ngā hapū o Ngāti Porou when they develop or review any policy that impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou.

3.2 Information sharing:

- a. The Ministry for the Environment will make available to ngā hapū o Ngāti Porou all existing information held by, and reasonably accessible to, the Ministry where that information is requested by ngā hapū o Ngāti Porou for the purposes of assisting them to fully exercise their rights under this environment relationship instrument.
- b. In addition to the provision of information described in clause 3.2a, the Ministry will, where requested by ngā hapū o Ngāti Porou, make available to them:
 - i. a copy of any information held by the Ministry that relates directly to ngā rohe moana o ngā hapū o Ngāti Porou; and
 - ii. a copy of any relevant report produced by the Ministry that relates directly to ngā rohe moana o ngā hapū o Ngāti Porou.

- c. The obligations in clauses 3.2a and 3.2b of this environment relationship instrument do not apply to information that the Ministry is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the grounds set out in the Official Information Act 1982, provided that when making decisions under section 9 of that Act, officials must consider the public interest associated with providing information to assist in the exercise of the enduring and ongoing mana of ngā hapū o Ngāti Porou where that information is relevant to ngā rohe moana o ngā hapū o Ngāti Porou.
- 3.3 **Changes to legislation:** Where the Ministry is reviewing, or proposes to make an amendment to, the Resource Management Act 1991, the Hazardous Substances and New Organisms Act 1996 or any relevant future legislation under which the Ministry or Minister has responsibilities, and that review or proposal will, or may, impact directly on ngā rohe moana o ngā hapū o Ngāti Porou, the recognition legislation, the environmental covenant or this environment relationship instrument, the Ministry will engage with ngā hapū o Ngāti Porou on that review or proposal, by:
- a. as soon as practicable, providing opportunities for ngā hapū o Ngāti Porou to have input into the review or proposal to the extent that it impacts directly on ngā rohe moana o ngā hapū o Ngāti Porou; and
 - b. notifying ngā hapū o Ngāti Porou of any proposed legislative amendments upon which iwi generally will be consulted; and
 - c. making available to ngā hapū o Ngāti Porou any information provided to iwi as part of the consultation process described in clause 3.3b; and
 - d. seeking and considering the views of ngā hapū o Ngāti Porou on the potential impact of the review or proposal on the recognition legislation, the environmental covenant and this environment relationship instrument.

3.4 National policy statements:

- a. Under the Resource Management Act 1991, the Minister can issue a national policy statement to state objectives and policies for matters of national significance that are relevant to achieving the purpose of that Act.
- b. In respect of national policy statements, the Minister will provide ngā hapū o Ngāti Porou with the following opportunities to have input:
 - i. Where the Minister decides to issue a national policy statement that relates solely to ngā rohe moana o ngā hapū o Ngāti Porou, the Minister will seek and consider the views of ngā hapū o Ngāti Porou before preparing that statement.
 - ii. The Minister will seek and consider the views of ngā hapū o Ngāti Porou on:
 - A. whether to appoint a board of inquiry relating to a proposed national policy statement that relates solely to ngā rohe moana o ngā hapū o Ngāti Porou; and
 - B. where the Minister decides to appoint a board of inquiry to inquire into that proposed national policy statement, appointments to the board of inquiry.
 - iii. Where the Minister decides to issue a national policy statement relating to the ~~foreshore and seabed~~ the common marine and coastal area in general, the Minister will seek and consider the views of ngā hapū o Ngāti Porou before preparing the proposed national policy statement.
- c. This clause 3.4 does not limit the obligation on persons performing a statutory function in respect of the development of a national policy statement to consider matters set out in the environmental covenant, as described in paragraph 8.7 of schedule 2 to the deed.

3.5 National environmental standards:

- a. The Resource Management Act 1991 enables regulations, known as national environmental standards, to be made that prescribe standards, methods or requirements in relation to a variety of matters, including use of, and activities within, the common marine and coastal area~~foreshore and seabed~~.
- b. Where the Minister is considering developing a national environmental standard relating solely to ngā rohe moana o ngā hapū o Ngāti Porou:
 - i. the Minister will directly inform ngā hapū o Ngāti Porou of his or her proposal to do so; and
 - ii. Ministry officials will offer to meet with ngā hapū o Ngāti Porou to discuss the proposed national environmental standard.
- c. Where the Minister is considering developing a national environmental standard relating to the ~~foreshore and seabed~~ common marine and coastal area in general, the Minister will inform ngā hapū o Ngāti Porou of his or her intention to do so.
- d. This clause 3.5 does not limit the obligation on persons performing a statutory function in respect of the development of a national environmental standard to consider matters set out in the environmental covenant, as described in paragraph 8.7 of schedule 2 to the deed.

3.6 Local authority performance:

- a. Under the Resource Management Act 1991, the Minister has limited powers to:
 - i. investigate the performance of local authorities under that Act and make recommendations to those authorities on their performance; and
 - ii. appoint people to perform functions and duties, and to exercise powers, in place of a local authority where the Minister considers that it is not performing to the extent necessary to achieve the purpose of the Resource Management Act 1991; and
 - iii. direct a local authority to:

- A. prepare a plan to address resource management issues in a region; or
 - B. change its plan.
- b. The Minister will:
- i. consider in good faith any request from ngā hapū o Ngāti Porou to exercise his or her power to investigate the performance of the functions of Gisborne District Council where those functions relate directly to ngā rohe moana o ngā hapū o Ngāti Porou; and
 - ii. engage with ngā hapū o Ngāti Porou if he or she is considering:
 - A. appointing one more persons in place of Gisborne District Council to carry out or perform all or any of their functions or duties, or exercise their powers, where the functions, duties or powers relate directly to ngā rohe moana o ngā hapū o Ngāti Porou:
 - B. directing Gisborne District Council to:
 - > prepare a plan to address resource management issues that relate directly to ngā rohe moana o ngā hapū o Ngāti Porou; or
 - > change a plan that relates directly to ngā rohe moana o ngā hapū o Ngāti Porou.

4 IMPLEMENTATION OF THIS ENVIRONMENT RELATIONSHIP INSTRUMENT

- 4.1 The Ministry will establish processes, in consultation with ngā hapū o Ngāti Porou, to ensure that this environment relationship instrument and the recognition legislation (to the extent that it relates to matters for which the Ministry is responsible) works effectively and efficiently. These processes will include, at the request of ngā hapū o Ngāti Porou, meeting with them to provide advice on the development and amendment of the environmental covenant.

5 COMMUNICATION BETWEEN THE PARTIES

- 5.1 The Ministry and ngā hapū o Ngāti Porou will establish and maintain effective and efficient communication with each other on a continuing basis, by:
- a. ngā hapū o Ngāti Porou providing, and the Ministry maintaining, information on the management arrangements office holders, and their addresses and contact details; and
 - b. the Ministry providing, and ngā hapū o Ngāti Porou maintaining, information on a primary Ministry contact; and
 - c. providing reasonable opportunities for ngā hapū o Ngāti Porou and Ministry staff to meet with each other, including arranging annual meetings with ngā hapū o Ngāti Porou to discuss matters relating to ngā rohe moana o ngā hapū o Ngāti Porou, the foreshore and seabed common marine and coastal area generally and the relationship between the Ministry and ngā hapū o Ngāti Porou. Matters to be discussed may include:
 - i. the implementation of the recognition legislation; and
 - ii. Ministry work programmes, including any proposed national policy statement or national environmental standard; and
 - iii. the performance of Gisborne District Council; and
 - iv. any data held by the Ministry; and
 - v. any reports produced by the Ministry; and
 - vi. any other relevant matter.

5.2 **Environmental covenant:** Ngā hapū o Ngāti Porou will provide the Ministry with a copy of their environmental covenant, in its original form and then as that covenant is updated from time to time, to assist the Ministry to consider matters set out in the environmental covenant instrument.

6 DISPUTE RESOLUTION

6.1 The dispute resolution process set out in paragraph 3 of schedule 9 to the deed applies to this environment relationship instrument.

7 AMENDMENT AND CANCELLATION

7.1 The Minister and ngā hapū o Ngāti Porou may amend or cancel this environment relationship instrument by agreement in writing, such agreement not to be unreasonably withheld.

8 GENERAL

- 8.1 To avoid doubt, this environment relationship instrument does not limit:
- a. those matters set out in paragraphs 18.4 and 18.5 of schedule 2 to the deed and paragraphs 2.1d and 2.1e of schedule 5 to the deed; or
 - b. the environmental covenant.

9 DEFINITIONS AND INTERPRETATION

- 9.1 Clause 1.2 of this environment relationship instrument states that any issue of interpretation in relation to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1. This principle of interpretation also applies to this environment relationship instrument.
- 9.2 Unless the context requires otherwise:
- a. terms defined in the deed have the same meaning in this environment relationship instrument; and
 - b. ngā rohe moana o ngā hapū o Ngāti Porou means the ~~foreshore and seabed~~ common marine and coastal area within the rohe of Ngāti Porou, as further identified on the attached map, which extends from Pōtikirua in the north to Te Toka a Taiau in the south, and:
 - i. includes the ~~territorial customary rights~~ customary marine title areas; but
 - ii. excludes:
 - A. ~~any land that is, for the time being, subject to a specified freehold interest; and~~
 - B. A. for the purposes of the deed, the rohe of the hapū described in paragraph b of the definition of “ngā hapū o Ngāti Porou”.
- 9.3 Where the Minister or Ministry is required, under this environment relationship instrument, to engage, or otherwise interact, with ngā hapū o Ngāti Porou (including making available information, consulting, informing the hapū of certain matters, seeking and considering the views of, providing notice or assistance, or meeting with the hapū), the Minister or Ministry will satisfy that obligation by engaging, or otherwise interacting, with the management arrangements (as those arrangements are described in schedule 7 to the deed).
- 9.4 The rules of interpretation in paragraph 4 of schedule 10 to the deed apply to the interpretation of this environment relationship instrument.

SIGNED on *[Insert date]*

SIGNED by the MINISTER FOR THE)
ENVIRONMENT:)
)

The Minister for the
Environment in the presence
of:

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by the)
mandated signatories in the presence)
of:)

[Name]

[Name]

[Name]

WITNESS

Name:

Occupation:

Address:



Attachment

Ngā Rohe Moana o Ngā Hapū o Ngāti Porou

[Insert map]

Part D: Artefact Relationship Instrument

THIS ARTEFACT RELATIONSHIP INSTRUMENT IS MADE BETWEEN

1. NGĀ HAPŪ O NGĀTI POROU

AND

2. THE MINISTER FOR ARTS, CULTURE AND HERITAGE (the Minister)

BACKGROUND

- A. Ngā hapū o Ngāti Porou and Her Majesty the Queen in right of New Zealand (the Crown) are parties to a deed of agreement dated ~~[To insert]~~ 31 October 2008 (the deed) relating to how the Crown will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.
- B. This artefact relationship instrument is entered into by ngā hapū o Ngāti Porou and the Minister to give effect to the obligation under paragraph 18.1 of part E of schedule 2 to the deed and, except to the extent stated otherwise, comes into force on the effective date.
- C. This artefact relationship instrument sets out how ngā hapū o Ngāti Porou, the Minister and the chief executive (the chief executive) of the Ministry for Culture and Heritage (the Ministry) will establish and maintain a positive and collaborative relationship:
- > in respect of:
 - i. newly found artefacts found within ngā rohe moana o ngā hapū o Ngāti Porou; and
 - ii. newly found artefacts identified as being of ngā hapū o Ngāti Porou origin and found anywhere else in New Zealand; and

- iii. the management and regulation of artefacts identified as being of ngā hapū o Ngāti Porou origin; and
- > to contribute to the Crown's recognition of the ongoing and enduring mana of ngā hapū o Ngāti Porou in respect of artefacts within ngā rohe moana o ngā hapū o Ngāti Porou that are identified as being of ngā hapū o Ngāti Porou origin.

TERMS OF THIS ARTEFACT RELATIONSHIP INSTRUMENT

1 PRINCIPLES UNDERLYING THIS ARTEFACT RELATIONSHIP INSTRUMENT

- 1.1 The following principles underlie the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou, as expressed in the deed, and underlie this artefact relationship instrument:

Toitū te mana atua (principle 1)

It is acknowledged that ngā hapū o Ngāti Porou have, in accordance with their tikanga, an unbroken, inalienable and enduring relationship with ngā rohe moana o ngā hapū o Ngāti Porou. The deed will contribute to the legal expression, protection and recognition of the ability of ngā hapū o Ngāti Porou to continue to regulate and undertake activities on, over or within ngā rohe moana o ngā hapū o Ngāti Porou in accordance with their tikanga.

Toitū te mana whenua me te mana moana (principle 2)

The deed contributes to the legal expression, protection and recognition of the unbroken, inalienable and enduring mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te mana tangata (principle 3)

The deed contributes to the legal expression, protection and recognition of the right of ngā hapū o Ngāti Porou to exercise influence over persons carrying out activities within, or impacting upon, ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te Tiriti o Waitangi (principle 4)

- > Consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, ngā hapū o Ngāti Porou and the Crown have entered into the deed in good faith and as equals.
 - > The parties to the deed acknowledge that they are obliged to give effect to the deed and to act in good faith, fairly, reasonably and honourably towards each other.
- 1.2 It is agreed by the Crown and ngā hapū o Ngāti Porou that any issue of interpretation relating to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1 of the deed.

2 ROLE OF EACH PARTY

- 2.1 Ngā hapū o Ngāti Porou assert ownership to ngā rohe moana o ngā hapū o Ngāti Porou and the resources within it, and the associated responsibilities including kaitiakitanga, based on, amongst other things, the sacred relationship with ngā rohe moana o ngā hapū o Ngāti Porou, unbroken occupation, the continued exercise of ancestral mana, and the fact that title to ngā rohe moana o ngā hapū o Ngāti Porou has never been ceded to the Crown.

- 2.2 The Minister and the chief executive have certain functions, powers and duties in terms of the Protected Objects Act 1975. The purpose of the Protected Objects Act 1975 is to provide for the better protection of certain objects by, amongst other things, regulating the export of artefacts, and by establishing and recording the ownership of artefacts found after 1 April 1976.
- 2.3 In exercising functions and powers under the Protected Objects Act 1975, the Minister and the chief executive are seeking a relationship with ngā hapū o Ngāti Porou consistent with the principles of te Tiriti o Waitangi/the Treaty of Waitangi. The Minister and the chief executive recognise that ngā hapū o Ngāti Porou have an interest in relation to the preservation, protection and management of artefacts, which arises from their mana in ngā rohe moana o ngā hapū o Ngāti Porou.

3 HOW THIS ARTEFACT RELATIONSHIP INSTRUMENT WILL LEGALLY EXPRESS, PROTECT, AND RECOGNISE THE MANA OF NGĀ HAPŪ O NGĀTI POROU

3.1 Newly found artefacts within ngā rohe rohe moana o ngā hapū o Ngāti Porou except for customary marine title areas:

General

- a. For any artefact found within ngā rohe moana o ngā hapū o Ngāti Porou, other than within a customary marine title area, or identified as being of ngā hapū o Ngāti Porou origin and found anywhere else in New Zealand, the chief executive will:
- i. notify ngā hapū o Ngāti Porou in writing of the finding of the artefact; and
 - ii. provide for the interim care, recording and custody of the artefact; and
 - iii. notify ngā hapū o Ngāti Porou in writing of their right to lodge a claim with the chief executive for ownership of the artefact; and
 - iv. notify ngā hapū o Ngāti Porou in writing of their right to apply directly to the Māori Land Court for:
 - A. determination of the actual or traditional ownership, rightful possession or custody of the artefact; or

- B. any right, title, estate, or interest in the artefact; and
- v. notify ngā hapū o Ngāti Porou in writing of any application to the Māori Land Court from any other person for:
 - A. determination of the actual or traditional ownership, rightful possession or custody of the artefact; or
 - B. any right, title, estate, or interest in the artefact.

Applications for Ownership

- b. The chief executive will apply to the Registrar of the Māori Land Court for an order confirming ownership of any artefact by ngā hapū o Ngāti Porou if:
 - i. ngā hapū o Ngāti Porou lodge a claim of ownership with the chief executive for the artefact; and
 - ii. the artefact was found within ngā rohe moana o ngā hapū o Ngāti Porou or was identified as being of ngā hapū o Ngāti Porou origin and found anywhere else in New Zealand; and
 - iii. the chief executive is satisfied that the claim is valid; and
 - iv. there are no claims by other persons for the artefact.
- c. Where there is a claim or claims by other persons lodged at the same time as the claim of ownership by ngā hapū o Ngāti Porou , the chief executive will:
 - i. seek and consider the views of ngā hapū o Ngāti Porou; and
 - ii. apply to the Registrar of the Māori Land Court for an order confirming ownership of the artefact by ngā hapū o Ngāti Porou, if the chief executive is satisfied that the claims lodged by other persons have been resolved in favour of ngā hapū o Ngāti Porou.

- d. Where the claims for ownership by ngā hapū o Ngāti Porou and other persons in respect of the same artefact found in ngā rohe moana o ngā hapū o Ngāti Porou, or identified as being of the ngā hapū o Ngāti Porou origin and found anywhere else in New Zealand, cannot be resolved, the chief executive, at the request of ngā hapū o Ngāti Porou, will facilitate an application to the Māori Land Court for:
 - i. determination of the actual or traditional ownership, rightful possession or custody of the artefact; or
 - ii. any right, title, estate, or interest in the artefact.

Applications for Custody

- e. Where no ownership application is made to the Māori Land Court for any artefact found within ngā rohe moana o ngā hapū o Ngāti Porou or identified as being of ngā hapū o Ngāti Porou origin and found anywhere else in New Zealand, the chief executive will seek and consider the views of ngā hapū o Ngāti Porou:
 - i. where any other person requests the custody of the artefact; and
 - ii. before a decision is made on who may have custody of the artefact.
- f. The chief executive will notify ngā hapū o Ngāti Porou in writing of the decision made on who may have custody of the artefact.

3.1A Newly found artefacts in a customary marine title area

- a. In relation to customary marine title areas, there will be a taonga tūturu mechanism, which is described in Part E to Schedule 4 of the deed.

3.2 Information sharing:

- a. The chief executive will make available to ngā hapū o Ngāti Porou all existing information held by, and reasonably accessible to, the Ministry and/or the chief executive where that information is requested by ngā hapū o Ngāti Porou for the purpose of assisting them to fully exercise their rights under this artefact relationship instrument.

- b. In addition to the provision of information described in clause 3.2a, the chief executive will, where requested by ngā hapū o Ngāti Porou, make available to them:
 - i. a copy of any relevant information held by the Ministry and/or the chief executive that relates to:
 - A. newly found artefacts found within ngā rohe moana o ngā hapū o Ngāti Porou or identified as being of ngā hapū o Ngāti Porou origin and found anywhere else in New Zealand;
 - B. ngā rohe mana moana o ngā hapū o Ngāti Porou; and
 - ii. a copy of any relevant report produced by the Ministry that relates to:
 - A. newly found artefacts found within ngā rohe moana o ngā hapū o Ngāti Porou or identified as being of ngā hapū o Ngāti Porou origin and found anywhere else in New Zealand;
 - B. ngā rohe moana o ngā hapū o Ngāti Porou.
- c. The obligations in clauses 3.2a and 3.2b of this artefact relationship instrument do not apply to information that the Ministry and/or the chief executive is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry and/or the chief executive may withhold under the grounds set out in the Official Information Act 1982, provided that when making decisions under section 9 of that Act, officials must consider the public interest associated with providing information to assist in the exercise of the enduring and ongoing mana of ngā hapū o Ngāti Porou where that information is relevant to ngā rohe moana o ngā hapū o Ngāti Porou.

3.3 Export of artefacts of ngā hapū o Ngāti Porou origin from New Zealand:

- a. For the purpose of seeking an expert opinion from ngā hapū o Ngāti Porou on any export application to remove any artefact of ngā hapū o Ngāti Porou origin from New Zealand, the chief executive will register ngā hapū o Ngāti Porou on the Ministry's register of expert examiners.
- b. Where the chief executive receives an export application to remove any such artefacts from New Zealand, the chief executive will seek and consider the views of ngā hapū o Ngāti Porou as an expert examiner on that application.
- c. In circumstances where the chief executive has sought and considered the views of ngā hapū o Ngāti Porou as an expert examiner, the Minister may seek and consider the views of ngā hapū o Ngāti Porou where a person appeals the decision of the chief executive to:
 - i. refuse permission to export the artefact from New Zealand; or
 - ii. impose conditions on the approval to export the artefact from New Zealand.
- d. Where the chief executive has sought and considered the views of ngā hapū o Ngāti Porou as an expert examiner, he or she will notify ngā hapū o Ngāti Porou in writing of the decision or the outcome of an appeal in relation to an application to export the artefact.

3.4 Ngā hapū o Ngāti Porou artefacts held by Te Papa Tongarewa:

- a. The chief executive will invite Te Papa Tongarewa to enter into a relationship with ngā hapū o Ngāti Porou for the purpose of Te Papa Tongarewa compiling a full inventory of artefacts held by Te Papa Tongarewa, which are of cultural, spiritual and historical importance to ngā hapū o Ngāti Porou.
- b. The associated costs and/or the additional resources required to comply with the obligation under clause 3.4a will be funded by Te Papa Tongarewa, as resources allow.

- 3.5 **National monuments, war graves and historic graves:** The chief executive will seek and consider the views of ngā hapū o Ngāti Porou on any national monument, war grave, historical grave or urupa managed or administered by the Ministry that directly relates to ngā hapū o Ngāti Porou interests.
- 3.6 **Changes to legislation:**
- a. The chief executive will discuss with ngā hapū o Ngāti Porou any concern and issue raised by ngā hapū o Ngāti Porou about the Protected Objects Act 1975.
 - b. Where the Ministry or the chief executive is reviewing, or proposes to make an amendment to, any legislation under which the chief executive, the Ministry or the Minister has responsibilities, and that review or proposal will, or may, impact directly on ngā rohe moana o ngā hapū o Ngāti Porou, the recognition legislation or this artefact relationship instrument, the chief executive will engage with ngā hapū o Ngāti Porou on that review or proposal as soon as practicable by:
 - i. notifying ngā hapū o Ngāti Porou in writing of any proposed legislative amendments upon which iwi generally will be consulted; and
 - ii. making available to ngā hapū o Ngāti Porou the information provided to iwi as part of the consultation process described in clause 3.6b.i above; and
 - iii. seeking and considering the views of ngā hapū o Ngāti Porou on the potential impact of the review or proposal on ngā rohe moana o ngā hapū o Ngāti Porou, the recognition legislation and this artefact relationship instrument; and
 - iv. reporting back to ngā hapū o Ngāti Porou in writing on the outcome of any such consultation.
- 3.7 **Policy:** The chief executive will seek and consider the views of ngā hapū o Ngāti Porou when the Minister develops or reviews any policy that directly affects ngā hapū o Ngāti Porou interests in ngā rohe moana o ngā hapū o Ngāti Porou.
- 3.8 **Operational activities of the Ministry:** The chief executive will seek and consider the views of ngā hapū o Ngāti Porou on any of the Ministry's operational activities that directly affect ngā hapū o Ngāti Porou interests in ngā rohe moana o ngā hapū o Ngāti Porou.

3.9 Board appointments: The chief executive will:

- a. notify ngā hapū o Ngāti Porou of any vacancies on boards to which the Minister appoints administered by the Ministry; and
- b. include individuals nominated by ngā hapū o Ngāti Porou in the Ministry's nomination register, for consideration during the process of making board appointments to boards to which the Minister appoints; and
- c. notify ngā hapū o Ngāti Porou of any appointment to a board to which the Minister appoints administered by the Ministry, where those appointments are publicly notified.

3.10 Historical publications relating to ngā hapū o Ngāti Porou: The chief executive will:

- a. provide ngā hapū o Ngāti Porou with a list and copies of all historical publications commissioned or undertaken by the Ministry that relate substantially to ngā hapū o Ngāti Porou; and
- b. seek and consider the views of ngā hapū o Ngāti Porou in relation to any new historical publication that:
 - i. the Ministry proposes to commission or undertake; and
 - ii. relates substantially to ngā hapū o Ngāti Porou.

3.11 Registration as a collector of artefacts: The chief executive will register ngā hapū o Ngāti Porou on the Ministry's register of collectors of ngā taonga tūturu as a collector of artefacts.

3.12 Provision of cultural and/or spiritual practices and professional services:

- a. When the chief executive requests cultural and/or spiritual practices to be undertaken by ngā hapū o Ngāti Porou within ngā rohe moana o ngā hapū o Ngāti Porou, the chief executive will make a contribution to the costs of undertaking such practices. The amount of this contribution will be agreed between the parties in advance.
- b. Where the chief executive considers it appropriate, he or she will consider using ngā hapū o Ngāti Porou as a provider of professional services.
- c. The procurement by the chief executive of any practice or service set out in clauses 3.12a and 3.12b is subject to the government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

4 IMPLEMENTATION OF THIS ARTEFACT RELATIONSHIP INSTRUMENT

- 4.1 The chief executive will establish processes, in consultation with ngā hapū o Ngāti Porou, to ensure that this artefact relationship instrument works effectively and efficiently. These processes may include:
- a. the parties discussing any concern or issue notified by either party to the other about this artefact relationship instrument:
 - b. as far as reasonably practicable, the Ministry informing other organisations with whom it works, central government agencies and stakeholders about this artefact relationship instrument and providing ongoing information:
 - c. providing access to a copy of this artefact relationship instrument on the Ministry's website.

5 COMMUNICATION BETWEEN THE PARTIES

- 5.1 The chief executive and ngā hapū o Ngāti Porou will establish and maintain effective and efficient communication with each other on a continuing basis, by:
- a. ngā hapū o Ngāti Porou providing, and the chief executive maintaining, information on the management arrangements office holders, and their addresses and contact details; and
 - b. the chief executive providing, and ngā hapū o Ngāti Porou maintaining, information on a primary contact within the Ministry; and
 - c. providing reasonable opportunities for ngā hapū o Ngāti Porou and Ministry staff to meet with each other, including arranging an annual meeting to discuss and (if possible) resolve any issue that has arisen in the past 12 months, if requested by either party; and
 - d. as far as is reasonably practical, the chief executive identifying staff positions that will be working closely with ngā hapū o Ngāti Porou and informing those staff of the purpose, content and implications of this artefact relationship instrument.

6 DISPUTE RESOLUTION

- 6.1 The dispute resolution process set out in paragraph 3 of schedule 9 to the deed applies to this artefact relationship instrument.

7 AMENDMENT AND CANCELLATION

- 7.1 The Minister and ngā hapū o Ngāti Porou may amend or cancel this artefact relationship instrument by agreement in writing, such agreement not to be unreasonably withheld.

8 GENERAL

- 8.1 To avoid doubt, this artefact relationship instrument does not limit those matters set out in paragraphs 18.4 and 18.5 of schedule 2 to the deed and paragraphs 2.1d and 2.1e of schedule 5 to the deed.
- 8.2 This artefact relationship instrument does not restrict the ability of the Crown to interact or consult with any person that the Crown considers appropriate including any iwi, hapū, marae, whānau or other representative of tangata whenua.
- 8.3 This artefact relationship instrument does not override or diminish:
- a. the requirements of the Protected Objects Act 1975; or
 - b. the functions and powers of the Minister or the chief executive under the Protected Objects Act 1975; or
 - c. the rights of ngā hapū o Ngāti Porou under the Protected Objects Act 1975.

9 DEFINITIONS AND INTERPRETATION

- 9.1 Clause 1.2 of this artefact relationship instrument states that any issue of interpretation in relation to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1. This principle of interpretation also applies to this artefact relationship instrument.

9.2 In this artefact relationship instrument, unless the context requires otherwise:

- a. terms defined in the deed have the same meaning; and
- b. each term listed below has the meaning given to it:

Term	Meaning
artefact	has the same meaning given to “ <i>taonga tūturu</i> ” in section 2(1) of the Protected Objects Act 1975.
expert examiner	has the meaning given to it in section 2(1) of the Protected Objects Act 1975.
found	has the meaning given to it in section 2(1) of the Protected Objects Act 1975, and finding and finds have corresponding meanings.
ngā rohe moana o ngā hapū o Ngāti Porou	<p>the foreshore and seabedcommon marine and coastal area within the rohe of Ngāti Porou, as further identified on the attached map, which extends from Pōtikirua in the north to Te Toka a Taiau in the south, and:</p> <ul style="list-style-type: none"> a. includes the territorial customary rights areascustomary marine title areas; but b. excludes: <ul style="list-style-type: none"> i. any land that is, for the time being, subject to a specified freehold interest; and ii. for the purposes of the deed, the rohe of the hapū described in paragraph b of the definition of “ngā hapū o Ngāti Porou”.
register of expert examiners	the register of expert examiners established and maintained by the chief executive pursuant to section 7B(2) of the Protected Objects Act 1975.

- 9.3 In this artefact relationship instrument, where the chief executive is required to seek and consider the views of ngā hapū o Ngāti Porou, he or she will:
- a. ensure that the views of ngā hapū o Ngāti Porou are sought and considered as soon as reasonably practicable following the identification and determination by the chief executive of any proposal or issue; and
 - b. provide ngā hapū o Ngāti Porou with sufficient information to make informed decisions and provide submissions in relation to any proposal or issue; and
 - c. ensure that ngā hapū o Ngāti Porou are given a reasonable period of time to allow them to participate in the decision-making process and to consider the submissions of the chief executive in relation to any proposal or issue; and
 - d. approach his or her obligation to seek and consider the views of ngā hapū o Ngāti Porou with an open mind, and genuinely consider the submissions of ngā hapū o Ngāti Porou in relation to any proposal or issue; and
 - e. provide a written report to ngā hapū o Ngāti Porou setting out the final decisions made in relation to the proposal or issue.
- 9.4 Where the chief executive is required, under this artefact relationship instrument, to engage, or otherwise interact, with ngā hapū o Ngāti Porou (including making available information, seeking and considering views, informing the hapū of certain matters, seeking advice, providing notice or assistance, or meeting with the hapū), the chief executive will satisfy that obligation by engaging, or otherwise interacting, with the management arrangements (as those arrangements are described in schedule 7 to the deed).
- 9.5 The rules of interpretation in paragraph 4 of schedule 10 to the deed apply to the interpretation of this artefact relationship instrument.

Russell

SIGNED on *[Insert date]*

SIGNED by THE MINISTER FOR ARTS,)
CULTURE AND HERITAGE:)
)
)
)

The Minister for Arts, Culture
and Heritage in the presence
of:

WITNESS

Name:
Occupation:
Address:

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by the)
mandated signatories in the presence)
of:)

[Name]

[Name]

[Name]

WITNESS

Name:
Occupation:
Address:



Attachment

Ngā Rohe Moana o Ngā Hapū o Ngāti Porou

[Insert map]

Part E: Mineral Relationship Instrument

THIS MINERAL RELATIONSHIP INSTRUMENT IS MADE BETWEEN

1. NGĀ HAPŪ O NGĀTI POROU

AND

2. THE ~~MINISTER OF ENERGY~~ MINISTER OF ENERGY AND RESOURCES (the Minister)

BACKGROUND

- A. Ngā hapū o Ngāti Porou and Her Majesty the Queen in right of New Zealand (the Crown) are parties to a deed of agreement dated ~~[To insert]~~ 31 October 2008 (the deed) relating to how the Crown will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.
- B. This mineral relationship instrument is entered into by ngā hapū o Ngāti Porou and the Minister to give effect to the obligation under paragraph 18.1 of part E of schedule 2 to the deed and, except to the extent stated otherwise, comes into force on the effective date.
- C. This mineral relationship instrument sets out how ngā hapū o Ngāti Porou, the Minister and ~~Ministry of Economic Development~~ Ministry of Business, Innovation and Employment (the Ministry) will establish and maintain a positive and collaborative relationship:
- > in respect of the management and regulation of mineral resources within ngā rohe moana o ngā hapū o Ngāti Porou; and
 - > to contribute to the Crown's recognition of the ongoing and enduring mana of ngā hapū o Ngāti Porou in respect of mineral resources in ngā rohe moana o ngā hapū o Ngāti Porou.

TERMS OF THIS MINERAL RELATIONSHIP INSTRUMENT

1 PRINCIPLES UNDERLYING THIS MINERAL RELATIONSHIP INSTRUMENT

- 1.1 The following principles underlie the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou, as expressed in the deed, and underlie this mineral relationship instrument:

Toitū te mana atua (principle 1)

It is acknowledged that ngā hapū o Ngāti Porou have, in accordance with their tikanga, an unbroken, inalienable and enduring relationship with ngā rohe moana o ngā hapū o Ngāti Porou. The deed will contribute to the legal expression, protection and recognition of the ability of ngā hapū o Ngāti Porou to continue to regulate and undertake activities on, over or within ngā rohe moana o ngā hapū o Ngāti Porou in accordance with their tikanga.

Toitū te mana whenua me te mana moana (principle 2)

The deed contributes to the legal expression, protection and recognition of the unbroken, inalienable and enduring mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te mana tangata (principle 3)

The deed contributes to the legal expression, protection and recognition of the right of ngā hapū o Ngāti Porou to exercise influence over persons

carrying out activities within, or impacting upon, ngā rohe moana o ngā hapū o Ngāti Porou.

Toitū te Tiriti o Waitangi (principle 4)

- > Consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi, ngā hapū o Ngāti Porou and the Crown have entered into the deed in good faith and as equals.
- > The parties to the deed acknowledge that they are obliged to give effect to the deed and to act in good faith, fairly, reasonably and honourably towards each other.

1.2 It is agreed by the Crown and ngā hapū o Ngāti Porou that any issue of interpretation relating to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1 of the deed.

2 ROLE OF EACH PARTY

2.1 Ngā hapū o Ngāti Porou assert ownership to ngā rohe moana o ngā hapū o Ngāti Porou and the resources within it, and the associated responsibilities including kaitiakitanga, based on, amongst other things, the sacred relationship with ngā rohe moana o ngā hapū o Ngāti Porou, unbroken occupation, the continued exercise of ancestral mana, and the fact that title to ngā rohe moana o ngā hapū o Ngāti Porou has never been ceded to the Crown.

2.2 The Minister and the Ministry have certain statutory functions and roles in relation to the management of minerals. These are set out in the Crown Minerals Act 1991 and the Continental Shelf Act 1964. The Minister is responsible, under the Crown Minerals Act 1991, for (amongst other things) attracting permit applications, the granting, changing and revocation of permits, the preparation of minerals programmes, and co-operating with certain regulatory agencies. ~~the grant of mineral permits, and monitoring the effect and implementation of minerals programmes and mineral permits.~~ The Crown Minerals Group New Zealand Petroleum and Minerals within the Ministry is responsible for administering the Crown Minerals Act 1991, providing policy advice to the Minister, and promoting investment in

exploration and mining. In exercising functions and powers under the Crown Minerals Act 1991, the Minister and the Ministry are required to have regard to the principles of te Tiriti o Waitangi/the Treaty of Waitangi.

3 HOW THIS MINERAL RELATIONSHIP INSTRUMENT WILL LEGALLY EXPRESS, PROTECT, AND RECOGNISE THE MANA OF NGĀ HAPŪ O NGĀTI POROU

3.1 Information sharing:

- a. Information held by the Ministry in respect of all prospecting, exploration, and mining activities conducted by permit holders in ngā rohe moana o ngā hapū o Ngāti Porou is available on the website <http://www.nzpam.govt.nz/cms.www.crownminerals.govt.nz>.
- b. The Ministry will make available to ngā hapū o Ngāti Porou all existing information held by, and reasonably accessible to, the Ministry where that information is requested by ngā hapū o Ngāti Porou for the purpose of assisting them to fully exercise their rights under this mineral relationship instrument.
- c. In addition to the provision of information described in clause 3.1b, the Ministry will, where requested by ngā hapū o Ngāti Porou:
 - i. advise ngā hapū o Ngāti Porou of, and make available to them, research reports that the Ministry has received that relate to mineral allocation in ngā rohe moana o ngā hapū o Ngāti Porou; and
 - ii. provide ngā hapū o Ngāti Porou with access to data held by the Ministry relating to mineral allocation in ngā rohe moana o ngā hapū o Ngāti Porou.
- d. The obligations in clauses 3.1b and 3.1c of this mineral relationship instrument do not apply to information that the Ministry is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the grounds set out in the Official Information Act 1982, provided that when making decisions under section 9 of that Act, officials must consider the public interest associated with providing information to assist in the exercise of the enduring and ongoing mana of ngā hapū o Ngāti Porou where that information is relevant to ngā rohe moana o ngā hapū o Ngāti Porou.

3.2 **Policy:** The Ministry will consult with ngā hapū o Ngāti Porou when it develops or reviews any policy that may impact directly on mineral allocation in ngā rohe moana o ngā hapū o Ngāti Porou.

3.3 **Minerals Programmes:**

a. Part 1A Sections 12 to 15 of the Crown Minerals Act 1991 provides for matters relating to minerals programmes, including the content and application of minerals programmes.

~~a. that the Minister must prepare one or more minerals programme outlining:~~

~~i. the policies on which the government must base its management decisions in relation to minerals; and~~

~~ii. the procedures and provisions that must be followed in implementing those policies and the requirements of the Act.~~

b. The Ministry will consult ngā hapū o Ngāti Porou in accordance with any relevant minerals programme on the following matters where those matters relate to all or any part of ngā rohe moana o ngā hapū o Ngāti Porou:

i. in respect of the petroleum minerals programme (the current version of which came into force on 24 May 2013 took effect on 1 January 2005 and will remain in force until the effective date of any replacement programme that is issued):

A. the preparation of a new minerals programme (or a change to an existing minerals programme) in respect of petroleum; and

B. the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Crown Minerals Act 1991 and the relevant minerals programme); and

C. the consideration of any application for a petroleum exploration permit, except where the application relates to

- a block offer for which consultation has already taken place under clause 3.3b.i.B above; and
- D. the consideration of any application to amend a petroleum exploration permit, by extending the land to which the permit relates; and
- ii. in respect of the minerals programme for minerals (excluding petroleum) (the current version of which ~~took effect~~ came into force on ~~24 May 2013~~ ~~February 2008~~ and will remain in force until the effective date of any replacement programme that is issued):
- A. the preparation of a new minerals programme (or a change to an existing minerals programme) in respect of minerals other than petroleum; and
- B. the planning of a competitive tender allocation of a permit block for minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Crown Minerals Act 1991 and any relevant minerals programme); and
- C. the consideration of any application for a permit in respect of minerals other than petroleum where the Secretary Chief Executive proposes to recommend the Minister grant that application, except where the application relates to:
- > a competitive tender allocation of a permit block offer for which consultation has already taken place under clause 3.3b.ii.B above; or
 - > newly available acreage; and
- iii. the consideration of an application for a permit in respect of newly available acreage that the Minister is considering allocating; and
- iv. the consideration of any application to amend a permit in respect of minerals other than petroleum, by extending the land or minerals covered by it.

4 IMPLEMENTATION OF THIS MINERAL RELATIONSHIP INSTRUMENT

- 4.1 The Ministry will establish processes, in consultation with ngā hapū o Ngāti Porou, to ensure that this mineral relationship instrument works effectively and efficiently.

5 COMMUNICATION BETWEEN THE PARTIES

- 5.1 The Ministry and ngā hapū o Ngāti Porou will establish and maintain effective and efficient communication with each other on a continuing basis, by:
- a. ngā hapū o Ngāti Porou providing, and the Ministry maintaining, information on the management arrangements office holders, and their addresses and contact details; and
 - b. the Ministry providing, and ngā hapū o Ngāti Porou maintaining, information on a primary Ministry contact; and
 - c. both parties providing reasonable opportunities for ngā hapū o Ngāti Porou and Ministry staff to meet with each other, including arranging annual meetings to discuss and (if possible) resolve any issue that has arisen in the past 12 months; and
 - d. the Ministry identifying to ngā hapū o Ngāti Porou those of its staff that will be working closely with ngā hapū o Ngāti Porou and informing those staff of the contents of this mineral relationship instrument and their responsibilities and roles under it.

6 DISPUTE RESOLUTION

- 6.1 The dispute resolution process set out in paragraph 3 of schedule 9 to the deed applies to this mineral relationship instrument.

7 AMENDMENT AND CANCELLATION

- 7.1 The Minister and ngā hapū o Ngāti Porou may amend or cancel this mineral relationship instrument by agreement in writing, such agreement not to be unreasonably withheld.

8 GENERAL

8.1 To avoid doubt, this mineral relationship instrument does not limit those matters set out in paragraphs 18.4 and 18.5 of schedule 2 to the deed and paragraphs 2.1d and 2.1e of schedule 5 to the deed.

9 DEFINITIONS AND INTERPRETATION

9.1 Clause 1.2 of this mineral relationship instrument states that any issue of interpretation in relation to how the deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1. This principle of interpretation also applies to this mineral relationship instrument.

9.2 In this mineral relationship instrument, unless the context requires otherwise:

- a. terms defined in the deed have the same meaning; and
- b. each term listed below has the meaning given to it:

Term	Meaning
<u>Chief Executive</u>	<u>has the meaning given in section 2(1) of the Crown Minerals Act 1991.</u>
mineral	any mineral (as that term is defined in <u>section 2(1)</u> the Crown Minerals Act 1991) that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act 1991 or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964.
<u>Minister</u>	<u>has the meaning given in section 2(1) of the Crown Minerals Act 1991.</u>
<u>Ministry</u>	<u>means the Ministry of Business, Innovation and Employment</u>
newly available acreage	the methodology for allocating minerals in land that becomes available for permit applications within the meaning of section <u>3.56.7</u> of the

Term	Meaning
	Minerals Programme for Minerals (Excluding Petroleum) 2008 2013, or any minerals programme made in substitution for that programme.
ngā rohe moana o ngā hapū o Ngāti Porou	<p>the foreshore and seabed <u>common marine and coastal area</u> within the rohe of Ngāti Porou, as further identified on the attached map, which extends from Pōtikirua in the north to Te Toka a Taiau in the south, and:</p> <p>a. includes the territorial <u>customary rights</u> customary marine title areas; but</p> <p>b. excludes:</p> <p style="padding-left: 40px;">i. any land that is, for the time being, subject to a specified freehold interest; and</p> <p style="padding-left: 40px;">ii. for the purposes of the deed, the rohe of the hapū described in paragraph b of the definition of “ngā hapū o Ngāti Porou”.</p>
permit holder	has the meaning given in section <u>2(1)</u> of the Crown Minerals Act 1991.
petroleum	has the meaning given in section <u>2(1)</u> of the Crown Minerals Act 1991.
relevant minerals programme	has the meaning given in <u>section 2(1)</u> of the Crown Minerals Act 1991.
Secretary	has the meaning given in section 2 of the Crown Minerals Act 1991.

9.3 In this mineral relationship instrument, where the Minister or Ministry is required to consult with ngā hapū o Ngāti Porou, it will ensure that:

- a. ngā hapū o Ngāti Porou are notified as soon as reasonably practicable following the identification and determination by the Minister or Ministry of any proposal or issue; and

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- b. ngā hapū o Ngāti Porou are provided with sufficient information to make an informed decision and provide a meaningful submission in relation to any proposal or issue; and
 - c. ngā hapū o Ngāti Porou are given a reasonable period of time to allow them to participate in the decision making process and to consider the Minister's or Ministry's submissions in relation to any proposal or issue; and
 - d. the Minister or Ministry approaches the consultation with ngā hapū o Ngāti Porou with an open mind and will genuinely consider the submissions of ngā hapū o Ngāti Porou in relation to any proposal or issue; and
 - e. the Minister or Ministry provides a written report to ngā hapū o Ngāti Porou setting out the final decisions made in relation to the proposal or issue.
- 9.4 Where the Minister or Ministry is required, under this mineral relationship instrument, to engage, or otherwise interact, with ngā hapū o Ngāti Porou (including making available information, consulting, informing the hapū of certain matters, seeking advice, providing notice or assistance, or meeting with the hapū), the Minister or Ministry will satisfy that obligation by engaging, or otherwise interacting, with the management arrangements (as those arrangements are described in schedule 7 to the deed).
- 9.5 The rules of interpretation in paragraph 4 of schedule 10 to the deed apply to the interpretation of this mineral relationship instrument.

SIGNED on [Insert date]

SIGNED by ~~THE MINISTER OF~~)
~~ENERGY~~ THE MINISTER OF ENERGY)
AND RESOURCES:)
)
)

The ~~Minister of~~
~~Energy~~ Minister of Energy and
Resources in the presence of:

WITNESS

Name:
Occupation:
Address:

SIGNED for and on behalf of NGĀ)
HAPŪ O NGĀTI POROU by the)
mandated signatories in the presence)
of:)

[Name]

[Name]

[Name]

WITNESS

Name:
Occupation:
Address:

*Paul
Su.*

Attachment

Ngā Rohe Moana o Ngā Hapū o Ngāti Porou

[Insert map]

SCHEDULE 3

Territorial Customary Rights Recognition Agreement

(clause 6)

1 TERRITORIAL CUSTOMARY RIGHTS RECOGNITION

1.1 Ngā hapū o Ngāti Porou and the Crown recognise for the purposes of section 96 of the Act that, but for the vesting of full legal and beneficial ownership in the public foreshore and seabed in the Crown by section 13(1) of the Act, each hapū listed in column 1 of the following table would have had a territorial customary rights claim over the area set opposite it:

Hapū	Area
Te Whānau a Tuwhakairiora and Te Whānau a Te Aotaki	Wharekahika (that part of ngā rohe moana o ngā hapū o Ngāti Porou contiguous to Wharekahika A27 and Matakaoa C), as that area is further identified in map 1 in the appendix.
Te Whānau a Hunaara	Horoera (that part of ngā rohe moana o ngā hapū o Ngāti Porou contiguous to Marangairoa B3 to Marangairoa B13), as that area is further identified in map 2 in the appendix.
Ngā Hapū o Te Riu o Waiapu (Te Whānau a Takimoana, Te Whānau a Ngāi Tāne, Te Whānau a Hinepare, Te Whānau a Karuai, Te Whānau a Tupuhi, Te Whānau a Rerewa, Ngāti Hokopu, Ngāti Putaanga, Te Whānau a Hinerupe, Te Whānau a Rakaimataura, Te Whānau a Uruahi, Te Whānau a Tinatoka)	Waiapu (that part of ngā rohe moana o ngā hapū o Ngāti Porou contiguous to Marangairoa C12 to Pt Hahau 2B (Hahau B3)), as that area is further identified in map 3 in the appendix.

Schedule 3: Territorial Customary Rights Recognition Agreement

Hapū	Area
Ngā Hapū o Te Riu o Waiapu (Te Whānau a Pokai, Te Whānau a Hineauta, Ngāti Horowai, Te Whānau a Rakaihoea, Te Whānau a Mahaki, Te Whānau a Uruhōnea, Te Whānau a Karuaiti, Te Whānau a Rakaimataura)	Waiapu (that part of ngā rohe moana o ngā hapū o Ngāti Porou contiguous to Pohautea and Tikapa A1), as that area is further identified in map 4 in the appendix.
Te Aitanga a Mate	Whareponga (that part of ngā rohe moana o ngā hapū o Ngāti Porou contiguous to Kaimoho A2 to Akuaku East 1), as that area is further identified in map 5 in the appendix.
Te Whānau a Rangipureora, Ngāti Kuranui and Ngāti Kahukuranui	Kaiaua (that part of ngā rohe moana o ngā hapū o Ngāti Porou contiguous to Kaiaua 1), as that area is further identified in map 6 in the appendix.
Te Whānau a Rangipureora, Ngāti Kuranui and Ngāti Kahukuranui	Marau (that part of ngā rohe moana o ngā hapū o Ngāti Porou contiguous to Pt Kopuni B1 and B2 to Kourateuwhi 2G4C), as that area is further identified in map 7 in the appendix.

APPENDIX

Areas

(paragraph 1.2 of schedule 3)

*Rink
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SCHEDULE 4

Legal Expression, Protection and Recognition of Mana in relation to the ~~Territorial Customary Rights~~ Customary Marine Title Areas

(clause 6)

1 LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF MANA

1.1 This schedule sets out how the Crown and ngā hapū o Ngāti Porou have agreed to give legal effect to the recognition of mana, as described in clause 4.1 of the deed and paragraph 1.1 of schedule 2, in the ~~territorial customary rights~~ customary marine title areas. The following recognition instruments will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou in ~~territorial customary rights~~ customary marine title areas:

- a. permission right (part A);
- b. extended fisheries mechanism (part B);
- c. extended environmental covenant instrument (part C); ~~and~~
- d. extended conservation mechanism (part D);
- e. taonga tūturu instrument (Part E); and
- d.f. minerals instrument (Part F).

~~1.2 This schedule also includes an appendix setting out the process for the significant adverse effects assessment and objections under the permission right.~~

~~1.3~~ 1.2 The recognition instruments described and provided for in this schedule are additional to, and do not replace, the recognition instruments set out in schedule 2, which also apply to ~~territorial customary rights~~ customary marine title areas.

2 COASTAL OCCUPATION CHARGES

2.1 In addition to the contribution to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou through the recognition instruments described in parts A to ~~D~~ F, the recognition legislation will provide that a coastal occupation charge must not be imposed on a ~~territorial customary rights~~ customary marine title hapū or any member of that hapū for

Schedule 4: Legal Expression, Protection and Recognition
of Mana in relation to the ~~Territorial Customary Rights~~ Customary Marine Title Areas

any occupation of their ~~territorial customary rights~~ customary marine title
area.

PART A

Permission Right

3 WHAT THE PERMISSION RIGHT WILL DO

3.1 In order to recognise the ongoing and enduring mana of ngā hapū o Ngāti Porou, ~~the territorial customary rights~~ customary marine title hapū will have the right to give, or refuse to give, their permission to applications for resource consent:

~~a. applications for resource consent;~~

~~b. requests made by persons, in response to a regional council invitation under the Resource Management Act 1991, to change a regional coastal plan to establish an aquaculture management area,~~

in a ~~territorial customary rights~~ sits customary marine title area. This right will be referred to as a permission right and will be exercised as described in this part.

4 THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE MANA OF NGĀ HAPŪ O NGĀTI POROU THROUGH THE PERMISSION RIGHT

4.1 The permission right will contribute to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou by ensuring that hapū in ~~territorial customary rights~~ each customary marine title areas have the legal right to give permission, or refuse to give permission, to certain activities, ~~where those activities would, or may have, a significant adverse effect on the relationship of the hapū with the environment in the territorial customary rights area. For the purposes of the permission right, certain activities are deemed in this part to have a significant adverse effect on this relationship.~~

4.2 In addition, ~~the territorial customary rights hapū will have the right to give permission, or refuse to give permission, to requests made by persons in response to a regional council invitation under the Resource Management Act 1991 to change a regional coastal plan to establish an aquaculture management area within their territorial customary rights area (invited request). This additional right applies automatically without a significant adverse effect assessment because the parties consider that, for the purposes of the permission right, an invited request will always have a significant adverse effect on the relationship of the hapū with the environment in the territorial customary rights area.~~

5 TERMS OF THE PERMISSION RIGHT

5.1 Paragraphs 5.2 to 5.6~~9~~ of this part record the matters that will be provided for in the recognition legislation to give effect to the permission right.

5.2 **The permission right:** The ~~territorial customary rights~~ relevant customary marine title governance entity on behalf of a recognised customary marine title hapū will be recognised as having the right to give, or refuse to give, ~~their~~ its permission to ~~any~~ application for resource consent relating to an activity ~~(other than an aquaculture activity that has previously received permission as part of an invited request)~~ carried out in whole or in part in a ~~territorial customary rights area~~ customary marine title area, ~~where that activity would, or may, have a significant adverse effect on the relationship of the territorial customary rights hapū with the environment in the territorial customary rights area;~~ and

a. ~~any request by a person for a change to a regional coastal plan to establish an aquaculture management area in all or any part of a territorial customary rights area, where that request is in response to an invitation by a regional council under the Resource Management Act 1991.~~

5.3 **Effect of permission right:** Where:

- a. a consent authority receives an application ~~or invited request~~; and
- b. the applicant does not have permission,

the consent authority will be required to refer that application ~~or invited request~~ to the relevant customary marine title governance entity on behalf of territorial customary rights ~~a recognised customary marine title~~ hapū for consideration in accordance with the process described in this part (unless that relevant customary marine title governance entity has ~~e~~ territorial customary rights hapū have already considered the matter and declined in writing to give ~~their~~ permission).

~~5.4 **Invited requests:** When a consent authority refers an invited request to the territorial customary rights hapū for consideration, as described in paragraph 5.3, the consent authority will be required to include details of the aquaculture activities that the applicant proposes be undertaken in the proposed aquaculture management area.~~

~~5.5 **Significant adverse effects:**~~

- ~~a. An activity would, or may, have a significant adverse effect on the relationship of the territorial customary rights hapū with the environment in the territorial customary rights area where:~~
- ~~i. the consent authority determines that is the case, as described in paragraph 5.5b; or~~
 - ~~ii. the activity is deemed to have that effect for the purposes of the permission right, as described in paragraph 5.5f.~~
- ~~b. In order to determine whether an activity would, or may, have a significant adverse effect on the relationship of the territorial customary rights hapū with the environment, the consent authority will be required to carry out a significant adverse effects assessment in accordance with the process described in the appendix.~~
- ~~c. The consent authority may recover from the applicant the actual and reasonable costs incurred by the consent authority in undertaking the significant adverse effects assessment, as described in this paragraph 5.5 and the appendix.~~
- ~~d. The assessment described in paragraph 5.5b will not need to be carried out:~~
- ~~i. where the application for resource consent received written permission from the territorial customary rights hapū before the application for resource consent was provided to the consent authority; or~~
 - ~~ii. for those activities that are deemed to have a significant adverse effect for the purposes of the permission right; or~~
 - ~~iii. in respect of the accommodated matters as the permission right does not apply to those matters.~~
- ~~e. The appendix sets out:~~
- ~~i. the process that a consent authority will be required to follow when carrying out a significant adverse effect assessment; and~~
 - ~~ii. the rights of objection that the territorial customary rights hapū and the applicant will have in respect of that assessment.~~
- ~~f. For the purposes of the permission right, an activity will be deemed to have a significant adverse effect on the relationship of the territorial~~

~~customary rights hapū with the environment in the territorial customary rights area where it is:~~

- ~~i. — a new structure:~~
- ~~ii. — an aquaculture activity:~~
- ~~iii. — a reclamation:~~
- ~~iv. — a discharge of industrial waste and sewage into the territorial customary rights area:~~
- ~~v. — an extraction of shingle.~~

~~5.65.4~~ 5.4 **Exercising permission right:**

- a. The relevant customary marine title governance entity will be required to give permission, or decline permission, in writing within 40 working days of receipt of a referral of an application or invited request from the consent authority, as described in paragraph 5.3, and
 - ~~i. — without imposing conditions or a charge.~~
- b. Where the relevant customary marine title governance entity does not make their a decision within the time period described in paragraph 5.3a6a.i, ~~the territorial customary rights hapū~~ the customary marine title governance entity will be deemed to have given their permission to the relevant application ~~or invited request~~.
- c. Where a consent authority refers an application ~~or invited request to territorial customary rights~~ to the relevant customary marine title governance entity on behalf of a recognised customary marine title hapū, as described in paragraph 5.3:
 - i. before determining whether to give ~~their~~ its permission, the ~~territorial customary rights hapū~~ relevant customary marine title governance entity will have the right, by written notice to the consent authority, to request that the consent authority seek further information of any type from the applicant to assist the ~~territorial customary rights hapū~~ customary marine title governance entity in determining whether to give ~~their~~ its permission; and

- ii. on receipt of a request under paragraph 5.64c.i, the consent authority will be required to promptly seek the further information from the applicant; and
 - iii. an applicant who receives a request from a consent authority seeking further information will be required to, within 15 working days of the date of that request:
 - A. provide the information to the consent authority (and the consent authority will be required to promptly pass the information on to the ~~territorial customary rights hapū~~relevant customary marine title governance entity); or
 - B. tell the consent authority by written notice that the applicant agrees to provide the information; or
 - C. tell the consent authority by written notice that the applicant refuses or is unable to provide the information.
 - iv. Where a consent authority receives a notice under paragraph 5.64c.iii.B, it will be required to inform the applicant, by written notice, of the date by which the applicant will be required to provide the information (such date to be set by the ~~territorial customary rights hapū~~relevant customary marine title governance entity).
- d. The time period between the following events will be excluded from the time limit calculation described in paragraph 5.4a6a.i:
- i. the date on which the ~~territorial customary rights hapū~~relevant customary marine title governance entity requests that the consent authority seek further information from the applicant (under paragraph 5.4c6e.i); and
 - ii. the date that, as the case may be:
 - A. the ~~territorial customary rights hapū~~relevant customary marine title governance entity receives the further information under paragraph 5.4c6e.iii.A or paragraph 5.3c6c.iii.B and 5.6c4c.iv; or
 - B. is 15 working days after the date of the request, where the applicant fails to respond to the consent authority under paragraph 5.4c6e.iii; or

- C. the time limit expires under paragraph 5.4c6e.iv, ~~where the applicant receives a time extension, as described in that paragraph, but and the applicant has failed~~s to supply the further information by the ~~extended-nominated~~ date; or
- D. the ~~territorial customary rights hapū-relevant~~ customary marine title governance entity receives notification from the consent authority that the applicant refuses or is unable to provide the information under paragraph 5.4c6e.iii.C.

5.75.5 **Effect on the Resource Management Act 1991:**

a. Where:

- i. a consent authority receives an application for resource consent ~~or invited request~~ and the applicant does not have the permission of the ~~territorial customary rights hapū-relevant~~ customary marine title governance entity, the consent authority, or any other person (including the Minister of Conservation and/or Minister for the Environment in respect of calling in an application ~~or invitation to which an invited request relates~~ as a matter of national importance under section ~~144-142~~ of the Resource Management Act 1991 or referring a matter to a board of inquiry under section 147(1)(a) of that Act), will not have jurisdiction to process, consider or otherwise act on the application for resource consent ~~or invited request~~ under the Resource Management Act 1991 until permission is given or deemed to be given as described in paragraph 5.64b (and, to avoid doubt and despite sections ~~77B(2)(aa) and~~ 104A of that Act, where permission is not given, it will prevent the grant of an application for resource consent for a controlled activity), provided that:
 - A. nothing in this paragraph 5.57a.i prevents the consent authority from performing its obligations described in this part A; and
 - B. where the ~~territorial customary rights hapū-relevant~~ customary marine title governance entity has refused to give ~~their-its~~ permission, the consent authority may recover from the applicant the actual and reasonable costs incurred by the consent authority in respect of undertaking its functions described in this part which relate to the application ~~or invited request~~; and

- ii. permission is given in respect of an application for resource consent ~~or invited request~~, the consent authority will be required to then process the application for resource consent ~~or invited request~~ in accordance with the Resource Management Act 1991, provided that the consent authority may not:
- A. grant a resource consent that is beyond the scope of the application that received the permission of the ~~territorial customary rights hapū; and~~ relevant customary marine title governance entity.
 - B. ~~adopt all or part of an invited request that is beyond the scope of the invited request that received the permission of the territorial customary rights hapū; and~~
 - C. ~~permission is given in respect of an invited request, the permission is deemed to include permission for all aquaculture activities in the relevant aquaculture management area that were disclosed to the territorial customary rights hapū when their permission was sought.~~
- b. In addition to the permission right, the ~~territorial customary rights~~ relevant customary marine title governance entity, the recognised customary marine title hapū (and ngā hapū o Ngāti Porou) will have the right to make submissions or objections on an application ~~or invited request~~ in accordance with the Resource Management Act 1991.
- c. There will be no obligation on the ~~territorial customary rights hapū~~ relevant customary marine title governance entity to comply with the requirements of the Resource Management Act 1991 when giving, or declining to give, permission.
- e.d. In the case of an application for resource consent for an accommodated matter, section 95G of the Resource Management Act 1991 applies, and the recognised customary marine title hapū is deemed to be a customary marine title group for the purposes of that section.
- 5.85.6 **Direct approach by applicant:** Where an applicant has directly approached a ~~territorial customary rights~~ recognised customary marine title hapū for permission (so that a consent authority has not referred the application ~~or invited request~~ to the ~~territorial customary rights~~ recognised customary marine title hapū, as described in paragraph 5.3):

- a. the obligations of the consent authority and/or the ~~territorial customary rights~~ recognised customary marine title hapū, as described in paragraphs 5.3, ~~5.5~~, 5.46a.i, 5.46b, 5.46c ~~and 5.6e~~, will not apply; and
- b. the hapū may request that the applicant provide the application ~~or invited request~~ to the relevant consent authority, in which case paragraph 5.58a does not apply.

~~5.9 Interpretation: In this part and the appendix, a reference to the “territorial customary rights hapū” means the territorial customary rights hapū for the territorial customary rights area where:~~

- ~~a. the activity that is the subject of the application for resource consent is proposed to be undertaken; or~~
- ~~b. the aquaculture management area that is the subject of an invited request is proposed to be established.~~

PART B

Extended Fisheries Mechanism

6 ADDITIONAL RECOGNITION OF MANA IN RESPECT OF FISHERIES IN THE TERRITORIAL CUSTOMARY RIGHTS CUSTOMARY MARINE TITLE AREAS AND NGĀTI POROU AREA OF INTEREST

6.1 In addition to the contribution to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou through the fisheries mechanism (see part F of schedule 2), ngā hapū o Ngāti Porou will be able to propose bylaws restricting or prohibiting fishing in ~~territorial customary rights~~ customary marine title areas and New Zealand fisheries within the Ngāti Porou area of interest as defined in paragraph 21.1 of schedule 2 for sustainable utilisation or cultural reasons (**fisheries bylaws**).

6.2 The parties intend that the legal expression, protection and recognition of mana through the extended fisheries mechanism will better fulfil the Crown's obligations under section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992 ~~and will be consistent with section 186 of the Fisheries Act 1996~~.

7 TERMS OF THE EXTENDED FISHERIES MECHANISM

7.1 Paragraphs 7.2 to 7.5 of this part record the matters that will be provided for in the recognition legislation to give effect to the extended fisheries mechanism.

7.2 Fisheries bylaws:

a. The fisheries regulations will enable the making of fisheries bylaws in respect of ~~territorial customary rights~~ customary marine title areas or within New Zealand fisheries in the Ngāti Porou area of interest that are covered by a fisheries management plan.

b. Fisheries bylaws will be able to be made for one or more of the following purposes where the fisheries management plan provides for that purpose:

i. To ensure sustainable utilisation of fisheries resources.

ii. To provide for customary non-commercial food gathering in accordance with the tikanga of the ~~relevant territorial customary~~

rights recognised customary marine title hapū in a customary marine title area or a relevant hapū within New Zealand fisheries in the Ngāti Porou area of interest.

- iii. For cultural reasons, including as a result of:
 - A. a human death in the ~~territorial customary rights~~ customary marine title area or within New Zealand fisheries in the Ngāti Porou area of interest;
 - B. traditional management practices;
 - C. the need to increase the availability of traditional species in a particular area; and
 - D. the special status of traditional species in the marine environment.

- c. In order to achieve the purposes described in paragraph 7.2b, fisheries bylaws will be able to restrict or prohibit the taking of fisheries resources, by commercial, recreational and customary non-commercial fishers, from or within the relevant ~~territorial customary rights~~ customary marine title area or within New Zealand fisheries in the Ngāti Porou area of interest. These restrictions or prohibitions may relate to:
 - i. the species of fish, aquatic life, and seaweed that may be taken;
 - ii. the quantities of each species that may be taken;
 - iii. size limits for each species that may be taken;
 - iv. the areas from which each species may or may not be taken;
 - v. the methods by which each species may be taken;
 - vi. any other matter that the ~~territorial customary rights~~ recognised customary marine title hapū in a customary marine title area or a relevant hapū within New Zealand fisheries in the Ngāti Porou area of interest consider necessary to:
 - A. provide for the sustainable utilisation of fisheries resources; and
 - B. recognise and provide for their customary food gathering; and

- C. recognise and provide for the special relationship between the ~~territorial customary rights~~ recognised customary marine title hapū and their places of importance for customary food gathering; and
 - D. achieve any other purpose set out in the fisheries management plan.
- d. The fisheries regulations will:
- i. provide that a fisheries bylaw may specify the duration of the bylaw where the fisheries management committee proposes that it apply for a fixed period of time; and
 - ii. require that a fisheries bylaw apply equally to all persons fishing in the relevant ~~territorial customary rights~~ customary marine title area or within New Zealand fisheries in the Ngāti Porou area of interest; but
 - iii. provide that the requirement described in paragraph 7.2d.ii will not apply to a fisher that is allowed to take fisheries resources, as described in paragraph 21.32d of part F to schedule 2, for the purpose of sustaining the functions of a marae within the relevant ~~territorial customary rights~~ customary marine title area or within New Zealand fisheries in the Ngāti Porou area of interest.
- e. The fisheries regulations will provide for, where a proposed fisheries bylaw is to come into force on the happening of a particular event (as described in paragraph 7.3a.ii.B), limits to be imposed on the cumulative effect of the proposed fisheries bylaw to ensure that the proposed bylaw will not affect or prevent those matters described in paragraph 7.4a.iii (for example, what percentage of the fisheries areas may be the subject of the bylaw at any given time).

7.3 Proposing and submissions on a fisheries bylaw:

- a. A fisheries management committee will be able to propose a fisheries bylaw by written notice to the ~~Minister of Fisheries~~ Minister for Primary Industries. The fisheries management committee will be required to include with that notice:
 - i. a copy of the proposed fisheries bylaw; and
 - ii. a statement setting out:

- A. its reasons why the restriction or prohibition set out in the proposed fisheries bylaw will achieve one or more of the purposes described in paragraph 7.2b; and
- B. where the proposed bylaw is to come into force on the happening of a particular event, the specific circumstances in which that proposed bylaw would come into force, and evidence and information required to confirm that event. These circumstances may include evidence of and information on:
- > a decline in the sustainability of fisheries resources in the ~~territorial customary rights~~ customary marine title area or within New Zealand fisheries in the Ngāti Porou area of interest;
 - > a decline in species which means that the availability of the species is insufficient to meet the non-commercial customary needs of the relevant ~~territorial customary rights~~ recognised customary marine title hapū in their territorial customary rights customary marine title area or a relevant hapū within New Zealand fisheries in the Ngāti Porou area of interest;
 - > a human death in the ~~territorial customary rights~~ customary marine title area or within New Zealand fisheries in the Ngāti Porou area of interest;
 - > a risk to the continued presence of traditional species in the ~~territorial customary rights~~ customary marine title area or within New Zealand fisheries in the Ngāti Porou area of interest; and
- iii. confirmation that the proposed fisheries bylaw is consistent with those matters described in paragraphs 7.4a.i and 7.4a.ii and will not affect or prevent (as the case may be) those matters described in paragraph 7.4a.iii.
- b. After receiving a proposed fisheries bylaw, the ~~Minister of Fisheries~~ Minister for Primary Industries will be required to call for submissions to be made on whether the bylaw will affect or prevent (as the case may be) any of those matters listed in paragraph 7.4a.iii.

- c. The ~~Minister of Fisheries~~ Minister for Primary Industries will be required to conduct the submission process, as described in paragraph 7.3b, as follows:
- i. The ~~Minister of Fisheries~~ Minister for Primary Industries will be required to deposit a copy of the proposed fisheries bylaw:
- A. in the office of the ~~Ministry of Fisheries~~ Ministry for Primary Industries nearest the relevant ~~territorial customary rights~~ customary marine title area; and
- B. at a place designated by the chief executive of the ~~Ministry of Fisheries~~ Ministry for Primary Industries.
- ii. The places where the proposed fisheries bylaw will be deposited will be required to be open:
- A. during normal office hours; and
- B. for not less than 15 working days immediately before the closing date for submissions,
- to enable:
- C. the proposed fisheries bylaw to be inspected by members of the public; and
- D. the ~~Minister of Fisheries~~ Minister for Primary Industries to receive submissions on the proposed fisheries bylaw from members of the public.
- iii. The chief executive of the ~~Ministry of Fisheries~~ Ministry for Primary Industries will be required to notify in a newspaper circulating in the locality of the relevant ~~territorial customary rights~~ customary marine title area or within New Zealand fisheries in the Ngāti Porou area of interest:
- A. the fact that a proposed fisheries bylaw has been deposited; and
- B. the places where that proposed bylaw may be inspected.
- iv. The ~~Minister of Fisheries~~ Minister for Primary Industries, with the assistance of the relevant fisheries management committee, will be required to consult with the local community on the proposed

fisheries bylaw at a meeting convened for this purpose before the closing date for submissions.

- d. Any written submissions made by the public in respect of a proposed fisheries bylaw will be required to be sent to the relevant fisheries management committee by the ~~Minister of Fisheries~~ Minister for Primary Industries and the relevant fisheries management committee will be entitled to provide comment on those submissions.

7.4 Proceeding with a proposed fisheries bylaw:

- a. The ~~Minister of Fisheries~~ Minister for Primary Industries will be required to publish a proposed fisheries bylaw in the *Gazette*, where the ~~Minister of Fisheries~~ Minister for Primary Industries considers that the proposed bylaw:
- i. will achieve one or more of the purposes described in paragraph 7.2b; and
 - ii. is consistent with the relevant fisheries management plan; and
 - iii. will not:
 - A. unreasonably affect the ability of the local community to take fisheries resources for non-commercial purposes; or
 - B. unreasonably prevent persons taking fisheries resources for non-commercial purposes within the fisheries management area where the proposed fisheries bylaw would apply; or
 - C. prevent other hapū from exercising their non-commercial customary fishing rights of traditional use and management of fisheries resources; or
 - D. prevent commercial fishers from taking a total allowable commercial catch for stock in the quota management area for that stock; or
 - E. unreasonably prevent persons with a commercial fishing permit from taking non-quota management system species within the area for which the permit has been issued.
- b. In exercising his or her discretion under paragraph 7.4a, the ~~Minister of Fisheries~~ Minister for Primary Industries will be required to:
- i. act reasonably; and

- ii. have particular regard to the ongoing mana of the relevant ~~territorial customary rights~~ recognised customary marine title hapū, as expressed, protected and recognised through the deed and the recognition legislation, and the priority afforded to non-commercial customary fishing under the Fisheries Act 1996; and
 - iii. have regard to any submission received under the process described in paragraph 7.3c and any comment provided by the relevant ~~territorial customary rights~~ recognised customary marine title hapū in relation to that submission.
- c. Where the ~~Minister of Fisheries~~ Minister for Primary Industries:
- i. does not consider that the proposed fisheries bylaw is consistent with those matters described in paragraphs 7.4a.i and 7.4a.ii:
 - ii. considers that the proposed fisheries bylaw will, or is likely to, affect or prevent (as the case may be) those matters described in paragraph 7.4a.iii,
- he or she will be required to:
- iii. notify the fisheries management committee in writing of this, including setting out the reasons for his or her view; and
 - iv. where practicable, agree with the fisheries management committee amendments to the proposed fisheries bylaw to enable it to:
 - A. be consistent with those matters described in paragraphs 7.4a.i and 7.4a.ii:
 - B. not affect or prevent (as the case may be) those matters described in paragraph 7.4a.iii.
- d. Where the fisheries management committee agrees to the proposed amendments, as described in paragraph 7.4c.iv, the ~~Minister of Fisheries~~ Minister for Primary Industries will be required to publish, as soon as practicable after the fisheries management committee confirms in writing their agreement, the amended fisheries bylaw in the *Gazette*.
- e. Where the ~~Minister of Fisheries~~ Minister for Primary Industries and the fisheries management committee are unable to reach agreement on amendments, as described in paragraph 7.4c.iv, the Minister will:

- i. not have the power to publish the fisheries bylaw in the *Gazette*; and
 - ii. be required to give, to the fisheries management committee, written notice confirming that the parties have been unable to reach agreement on the bylaw and setting out the reasons why the parties were unable to reach agreement.
- f. To avoid doubt, where the ~~Minister of Fisheries~~ Minister for Primary Industries amends a proposed fisheries bylaw, as described in paragraph 7.4c.iv, he or she will not be required to follow the process described in paragraphs 7.3b and 7.3c in respect of the amended proposed fisheries bylaw.
- g. A fisheries bylaw published in the *Gazette* under paragraph 7.4a or 7.4d will take effect from the date specified in the *Gazette*.
- 7.5 **Revoking a fisheries bylaw:** At the fisheries management committee's direction, by written notice, the ~~Minister of Fisheries~~ Minister for Primary Industries will be required to revoke a fisheries bylaw by publishing a notice of revocation in the *Gazette*.

PART C

Extended Environmental Covenant Instrument

8 **ADDITIONAL PROTECTION FOR ~~TERRITORIAL CUSTOMARY RIGHTS~~ CUSTOMARY MARINE TITLE AREAS**

- 8.1 In addition to the contribution to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou through the environmental covenant instrument (see part B of schedule 2), where a key public document covers or directly affects a ~~territorial customary rights~~ customary marine title area, the recognition legislation will provide for:
- a. the local authority to review that key public document to ensure that it recognises and provides for the issues, objectives, policies and rules or other methods set out in the environmental covenant, to the extent that the environmental covenant relates to resource management issues; and
 - b. from the effective date or the date on which the first environmental covenant is lodged with the relevant local authority (whichever is the later) until the relevant key public document recognises and provides for the issues, objectives, policies and rules or other methods set out in the environmental covenant, the local authority will be required to recognise and provide for the environmental covenant, to the extent that the environmental covenant relates to resource management issues, when making decisions under section 104 of the Resource Management Act 1991.
- 8.2 The recognition legislation will provide that the process described in paragraph 8.3 of schedule 2 will apply, with all necessary changes, in respect of all key public documents required to be reviewed, as described in this part.

PART D

Extended Conservation Mechanism

9 **ADDITIONAL RECOGNITION OF MANA IN RESPECT OF CONSERVATION IN THE ~~TERRITORIAL CUSTOMARY RIGHTS CUSTOMARY MARINE TITLE~~ AREAS**

9.1 In addition to the contribution to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou through the conservation mechanism (see part G of schedule 2), the ~~territorial customary rights~~ recognised customary marine title hapū will have the right to give, or refuse to give, their consent to the following proposals and applications where they relate to the ~~territorial customary rights customary marine title~~ area:

Marine reserves, conservation protected areas and concessions

- a. applications to establish or extend marine reserves under the Marine Reserves Act 1971; and
- b. proposals to establish or extend a conservation protected area; and
- c. applications for concessions; and

Marine mammal sanctuaries and commercial marine mammal permits

- d. proposals to establish or extend marine mammal sanctuaries; and
- e. applications for commercial marine mammal permits.

10 **TERMS OF THIS EXTENDED CONSERVATION MECHANISM**

10.1 Paragraphs 10.2 to 10.8 record the matters that will be provided for in the recognition legislation to give effect to the extended conservation mechanism.

10.2 **Right to consent to marine reserves, conservation protected areas and concessions:** The ~~territorial customary rights~~ recognised customary marine title hapū will be recognised as having the right to give, or refuse to give, their consent to any of the following matters in accordance with the process described in paragraphs 10.4 to 10.7:

- a. any application, under section 5(1)(a) of the Marine Reserves Act 1971, for an Order in Council to establish or extend a marine reserve within all or any part of a ~~territorial customary rights~~ customary marine title area; or
- b. any proposal, under the relevant legislation, to establish or extend a conservation protected area within all or any part of a ~~territorial customary rights~~ customary marine title area; or
- c. any complete application, under the relevant legislation, for a concession to undertake an activity within a conservation protected area that is within all or any part of a ~~territorial customary rights~~ customary marine title area.

10.3 **Right to consent to marine mammal sanctuaries and commercial marine mammal permits:** The ~~territorial customary rights~~ recognised customary marine title hapū will be recognised as having the right to give, or refuse to give, their consent to any of the following matters in accordance with the process described in paragraphs 10.4 to 10.7:

- a. any proposal, under the Marine Mammals Protection Act 1978, to establish or extend a marine mammal sanctuary within all or any part of a ~~territorial customary rights~~ customary marine title area; or
- b. any application, under the Marine Mammal Protection Regulations 1992, for a commercial marine mammal permit where that permit relates to all or any part of a ~~territorial customary rights~~ customary marine title area.

10.4 Referral of proposal or application:

- a. Where:
- i. the Minister of Conservation (the Minister for the purposes of this part) or the Director-General (as the case may be) develops or receives a proposal or receives an application described in paragraph 10.2 or 10.3; and
 - ii. the proposal or application does not have the consent of the ~~territorial customary rights~~ recognised customary marine title hapū,

the Minister or the Director-General (as the case may be) will be required to refer that proposal or application to the ~~territorial customary rights~~ recognised customary marine title hapū for consideration (unless the hapū have already considered the matter and refused to give their consent).

- b. The Minister or the Director-General (as the case may be) will be required to include in the referral:
- i. for an application described in paragraph 10.2a, details of the signs, boundary markers and the management activities that may be undertaken in the proposed marine reserve; and
 - ii. for a proposal described in paragraph 10.3a, details of the management activities that may be undertaken in the proposed marine mammal sanctuary; and
 - iii. for a proposal described in paragraph 10.2b, a complete application described in paragraph 10.2c and an application described in paragraph 10.3b, all other relevant details that are available to the Minister or the Director-General (as the case may be).

10.5 Exercising the consent right:

- a. The ~~territorial customary rights~~ recognised customary marine title hapū will be required to give their consent, or refuse to give their consent, in writing:
- i. within 40 working days of receipt of a referral of the proposal or application from the Minister or the Director-General (as the case may be); and

- ii. without imposing a charge.
- b. Where the ~~territorial customary rights~~ recognised customary marine title hapū do not make their decision within the time period described in paragraph 10.5a.i, the hapū will be deemed to have given their consent to the proposal or application.

10.6 Effect of giving, or refusing to give, consent:

- a. Where the Minister or the Director-General (as the case may be) develops or receives a proposal or receives an application that does not have the consent of the ~~territorial customary rights~~ recognised customary marine title hapū, the Minister or the Director-General (as the case may be) will not have the jurisdiction to process, consider or otherwise act on the proposal or application, to the extent that it is within all or any part of the ~~territorial customary rights~~ customary marine title area, until consent is given or deemed to be given (as described in paragraph 10.5b).
- b. Where the ~~territorial customary rights~~ recognised customary marine title hapū give their consent to a proposal or application:
 - i. the Minister or the Director-General (as the case may be) will not be able to approve a proposal or grant an application that is beyond the scope of the proposal or application that received the consent from the hapū; and
 - ii. in the case of a consent to a marine reserve application, the Director-General will be required to then process the application in accordance with the Marine Reserves Act 1971, provided that:
 - A. the consent given is deemed to include consent for the signs, boundary markers and the management activities that may be undertaken in the proposed marine reserve, that were disclosed to the ~~territorial customary rights~~ recognised customary marine title hapū when their consent was sought; and

- B. where the Minister intends to recommend, under section 5(9) of the Marine Reserves Act 1971, reserve boundaries that include:
- > parts of a ~~territorial customary rights area~~ customary marine title area that were not included in the original marine reserve application that received consent, the Minister will be required to obtain the additional consent of the ~~territorial customary rights recognised customary marine title~~ hapū in respect of those parts and will not be able to make a recommendation under section 5(9) of the Marine Reserves Act 1971 that includes those parts unless consent is received; or
 - > less of a ~~territorial customary rights area~~ customary marine title area than was included in the original marine reserve application that received consent, the Minister will be required to notify in writing the ~~territorial customary rights recognised customary marine title~~ hapū; and
- iii. in the case of a proposal to establish or extend a marine mammal sanctuary, the consent given is deemed to include consent for all of the activities necessary to manage the sanctuary that were disclosed to the ~~territorial customary rights recognised customary marine title~~ hapū when their consent was sought.
- c. In exercising the consent described in the first bullet point of paragraph 10.6b.ii.B, the ~~territorial customary rights recognised customary marine title~~ hapū must comply with paragraph 10.5a of this part (with all necessary changes).
- d. In addition to the right of the ~~territorial customary rights recognised customary marine title~~ hapū described in paragraphs 10.2 and 10.3, the ~~territorial customary rights recognised customary marine title~~ hapū (and ngā hapū o Ngāti Porou) will have the right to make a submission or objection on a proposal or application described in paragraphs 10.2 and 10.3 in accordance with the relevant legislation.
- e. When giving, or refusing to give, consent, there will be no obligation on the ~~territorial customary rights recognised customary marine title~~ hapū to make a decision based on any criteria or restrictions set out in the relevant legislation to which the proposal or application relates.

10.7 **Direct approaches:** In the case of an application described in paragraph 10.2a, or 10.2c, where an applicant has directly approached the ~~territorial customary rights~~ recognised customary marine title hapū for consent (so that the Minister or the Director-General (as the case may be) has not referred the request to the ~~territorial customary rights~~ recognised customary marine title hapū, as described in paragraph 10.4a):

- a. the obligations of the ~~territorial customary rights~~ recognised customary marine title hapū and/or the Minister or the Director-General (as the case may be), as described in paragraphs 10.4, 10.5a.i and 10.5b, will not apply; and
- b. the hapū may request that the applicant make their application to the Minister or the Director-General (as the case may be), in which case paragraph 10.7a does not apply.

10.8 **Interpretation:** In this part, a reference to the “~~territorial customary rights~~ recognised customary marine title hapū” means the ~~territorial customary rights~~ hapū for the ~~territorial customary rights area~~ customary marine title area where:

- a. the marine reserve that is the subject of a marine reserve application is proposed to be established or extended; or
- b. the conservation protected area is proposed to be established or extended; or
- c. the marine mammal sanctuary is proposed to be established or extended; or
- d. the viewing of or contact with the marine mammal, that is the subject of the application for a commercial marine mammal permit, is proposed to be undertaken.

PART E

Taonga Tūturu Instrument

10.9 Newly found taonga tūturu in customary marine title areas

- a. Any taonga tūturu found in a customary marine title area on or after the customary marine title effective date is prima facie the property of the recognised customary marine title hapū.
- b. Accordingly, section 11(1) of the Protected Objects Act 1975 does not apply to taonga tūturu to which paragraph 10.9a applies.
- c. Any person finding a taonga tūturu in a customary marine title area has a duty to notify the finding within 28 days, in accordance with section 11(3) of the Protected Objects Act 1975.
- d. The obligations of the chief executive under section 11(4) of the Protected Objects Act 1975 apply, but with the following modifications:
 - i. the recognised customary marine title hapū is entitled to have interim custody of the taonga tūturu, at the discretion of the chief executive and subject to any conditions that the chief executive considers fit; and
 - ii. the public notice given by the chief executive must provide for a period of 6 months from the date of the notice for any claims of ownership to the taonga tūturu to be lodged.
- e. To avoid doubt, the discretion conferred on the chief executive or other person by section 11(2) of the Protected Objects Act 1975 to apply to the Māori Land Court also applies under this part.
- f. If no competing claims have been lodged with the chief executive after 6 months from the date of the notice given under paragraph 10.9d.ii, the recognised customary marine title hapū becomes the owner of the taonga tūturu.
- g. If competing claims are lodged in respect of the taonga tūturu within the specified time:
 - i. the recognised customary marine title hapū must be treated as having also lodged a claim for the ownership of the taonga tūturu; and

- ii. the ownership of the taonga tūturu must be determined in accordance with sections 11(6) and (7) and 12 of the Protected Objects Act 1975.
- h. Section 11(8) and (9) of the Protected Objects Act 1975 apply to the finding of taonga tūturu to which this section applies.

PART F

Minerals Instrument

10.10 Status of minerals in the customary marine title areas

- a. A recognised customary marine title hapū has, and may exercise, ownership of minerals (other than petroleum, gold, silver, and uranium existing in their natural condition) that are within the customary marine title area of that hapū from the effective customary marine title date.
- b. The reservation of minerals in favour of the Crown continued by section 16(2) of the Marine and Coastal Area (Takutai Moana) Act 2011 ceases.
- c. This part does not limit or have any effect on section 11(1A) of the Crown Minerals Act 1991 (which excludes the reservation of minerals in favour of the Crown from applying to pounamu to which section 3 of the Ngai Tahu (Pounamu Vesting) Act 1997 applies).

10.11 Status of existing privileges within common marine and coastal area

- a. Despite paragraph 10.10b and 10.10c, the following privileges, rights, obligations, functions, and powers (including those preserved by the transitional provisions in Part 2 of the Crown Minerals Act 1991) continue as if paragraph 10.10 did not exist:
 - i. privileges in existence immediately before the effective customary marine title date; and
 - ii. rights that can be exercised under the Crown Minerals Act 1991 by the holders of those privileges or any other person; and
 - iii. subsequent rights and privileges granted to those holders or any other person following the exercise of the rights referred to in paragraph 10.11a.ii (including those provided for by section 32 of the Crown Minerals Act 1991); and
 - iv. the obligations on those holders or any other person imposed by or under the Crown Minerals Act 1991; and
 - v. the exercise by the Crown of its functions and powers under the Crown Minerals Act 1991 in relation to any of the matters referred to in paragraph 10.11a.i to iv.
- b. From the effective customary marine title date, the relevant recognised customary marine title hapū is entitled to receive any

royalties paid to the Crown in respect of minerals (other than petroleum, gold, silver, and uranium existing in their natural condition) that are subject to any privilege referred to in paragraph 10.11a.i to iv that applies to the customary marine title area of the relevant recognised customary marine title hapū.

- c. From the effective customary marine title date, the relevant recognised customary marine title hapū is entitled to receive any royalties imposed by regulations made under the Resource Management Act 1991 based on those paid to a local authority for sand or shingle taken from the customary marine title area of the relevant recognised customary marine title hapū.
- d. Royalties due to the relevant recognised customary marine title hapū under paragraphs 10.11b and 10.11c are to be calculated from the date on which an application for customary marine title by the relevant recognised customary marine title hapū is made in accordance with paragraph 3.2 of schedule 6 of this deed of agreement.
- e. Where royalties are paid to the Crown in respect of vested minerals but the amount due to the relevant recognised customary title hapū under 10.11b or 10.11c is unknown, the amount of royalties to be paid to the relevant recognised customary marine title hapū are to be calculated and agreed between the parties taking into account factors including, but not limited, to:
- i. the relative sizes of the area that the privilege referred to in paragraph 10.11a.i to iv relates to and the area of the relevant recognised customary marine title area that the privilege applies to; and
 - ii. the estimated value of the mineral or minerals (other than petroleum, gold, silver and uranium existing in their natural condition) that have been taken from the relevant customary marine title area and for which royalties have been paid to the Crown from the date on which an application for customary marine title is made in accordance with paragraph 3.2 of schedule 6 of this deed of agreement.

APPENDIX

Process for Significant Adverse Effects Assessment and Objections

(paragraph 5.5d of part A of schedule 4)

~~1 SIGNIFICANT ADVERSE EFFECTS ASSESSMENT PROCESS~~

~~1.1 Prior to carrying out its significant adverse effects assessment, the consent authority will be required to give written notice to the territorial customary rights hapū of the consent authority's intention to undertake an assessment.~~

~~1.2 Where a consent authority carries out a significant adverse effects assessment under the permission right:~~

~~a. it will be:~~

~~i. required to seek the views of the territorial customary rights hapū; and~~

~~ii. able to seek any relevant information; and~~

~~iii. required to provide any relevant information under paragraph 1.2a.ii to the territorial customary rights hapū and seek the views of the territorial customary rights hapū in respect of that information; and~~

~~iv. required to have particular regard to:~~

~~A. the views of the territorial customary rights hapū about the effects of the proposed activity on the relationship of the territorial customary rights hapū with the environment in the territorial customary rights area; and~~

~~B. the issues, objectives, policies and rules or other methods of ngā hapū o Ngāti Porou that relate to the sustainable management of natural and physical resources as set out in the environmental covenant that is in force at the time of the assessment; and~~

~~C. the nature of the rights held by the territorial customary rights hapū under this deed and the recognition legislation~~

~~and the potential impact of the proposed activity on those rights; and~~

- ~~v. able to have regard to those documents set out in clause 4(b) of Schedule 12 to the Resource Management Act 1991; and~~
- ~~b. a consent authority will be required to complete its significant adverse effects assessment and significant adverse effects report no later than 40 working days after giving notice of the assessment under paragraph 1.1 of this appendix; and~~
- ~~c. the consent authority will be required to include in its significant adverse effects report:
 - ~~i. details of the activity to which the report relates; and~~
 - ~~ii. an outline of the information received and any view expressed by the territorial customary rights hapū; and~~
 - ~~iii. whether it considers the activity has, or may have, a significant adverse effect on the relationship of the territorial customary rights hapū with the environment in the territorial customary rights area; and~~
 - ~~iv. the reasons for its determination, as described in paragraph 1.2c.iii.~~~~
- ~~1.3 The consent authority will be required to notify both the territorial customary rights hapū and the applicant of its determination, including providing to them a copy of its report on the significant adverse effects assessment.~~

~~2 — OBJECTIONS TO THE SIGNIFICANT ADVERSE EFFECTS ASSESSMENT:~~

~~2.1 — There will be a right of objection for:~~

- ~~a. — the territorial customary rights hapū in respect of a determination by a consent authority that an activity would not have a significant adverse effect on the relationship of the territorial customary rights hapū with the environment in the territorial customary rights area; and~~
- ~~b. — the applicant in respect of a determination by a consent authority that the activity would, or may, have a significant adverse effect on the relationship of the territorial customary rights hapū with the environment in the territorial customary rights area. This right will not apply in respect of activities that are deemed to have a significant adverse effect, as described in paragraph 5.5f of schedule 4.~~

~~2.2 — The following procedure will apply to the making and hearing of an objection:~~

- ~~a. — An objection will be required to be made by written notice to the consent authority not later than 30 working days after the significant adverse effects determination is notified to the territorial customary rights hapū or applicant (as the case may be), or within such further time as may be allowed by the consent authority.~~
- ~~b. — A notice of objection will be required to set out the reasons for the objection.~~
- ~~c. — The consent authority will be required to:
 - ~~i. — consider the objection as soon as reasonably practicable; and~~
 - ~~ii. — give at least 10 working days written notice to the territorial customary rights hapū and the applicant of the date, time, and place for a hearing of the objection.~~~~

~~2.3 The consent authority will be able to:~~

- ~~a. dismiss the objection; or~~
- ~~b. uphold the objection.~~

~~2.4 The consent authority will be required to give, within 15 working days after making its decision on the objection, to the territorial customary rights hapū, the applicant, and to every other person the consent authority considers appropriate, written notice of its decision on the objection and the reasons for it.~~

~~2.5 Where the consent authority upholds the objection, that determination will replace the earlier determination that was made in accordance with the process described in paragraph 5.5 of schedule 4.~~

~~2.6 There will be a right of appeal as follows:~~

- ~~a. Either the territorial customary rights hapū or the applicant will be able to appeal to the Environment Court against the consent authority's decision on the objection.~~
- ~~b. Notice of an appeal will be required to state the reasons for the appeal and must be lodged with the Court within 30 working days after the decision on the objection being notified to that person, as described in paragraph 2.4 of this appendix, or within such further time as the Environment Court may allow.~~
- ~~c. A person lodging an appeal will be required to serve a copy of the notice of appeal on the consent authority and the other person described in paragraph 2.1 of this appendix at the same time as the notice is lodged with the Environment Court.~~

SCHEDULE 5

Extent of Legal Expression, Protection and Recognition of Mana

(clauses 5 and 6)

1 RECOGNITION OF MANA

- 1.1 The Crown and ngā hapū o Ngāti Porou acknowledge that the recognition instruments have been agreed in good faith to:
- a. contribute to giving legal effect to the recognition of the mana of ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou (including the ~~territorial customary rights~~ customary marine title areas), as set out in clause 3.1 of the deed (and paragraph 1.1 of schedule 2); and
 - b. contribute to the legal expression, protection and recognition of the continued exercise of mana by ngā hapū o Ngāti Porou over ngā rohe moana o ngā hapū o Ngāti Porou (including the ~~territorial customary rights~~ customary marine title areas) where they have traditionally exercised mana through their activities in accordance with tikanga.
- 1.2 The Crown and ngā hapū o Ngāti Porou agree that the recognition legislation will provide that:
- a. the recognition described in paragraph 1.1 will have legal effect through the recognition instruments only; and
 - b. the recognition instruments will have effect from the effective date and through the recognition legislation only.
- 1.3 Paragraphs 2.1a to 2.1e, 2.2, 2.4 and 3 will be provided for in the recognition legislation.

**2 HOW THE LEGAL EXPRESSION, PROTECTION AND RECOGNITION OF THE
MANA OF NGĀ HAPŪ O NGĀTI POROU WILL IMPACT ON OTHER MATTERS**

2.1 The parties agree that the recognition instruments (and the recognition described in paragraph 1.1):

a. do not create or confer:

i. ~~a legal or equitable estate or interest in the foreshore and seabed common marine and coastal area comprising ngā rohe moana o ngā hapū o Ngāti Porou;~~

ii. ~~a right, power or privilege in connection with ngā rohe moana o ngā hapū o Ngāti Porou, other than those rights powers or privileges set out in the recognition legislation:~~

b. do not limit sections 10 ~~or 11~~ of the Crown Minerals Act 1991:

c. do not, except as set out in the recognition legislation:

i. impact on, override, affect or diminish any legislation:

ii. affect a person in considering a matter, making a decision or recommendation, or exercising functions and powers under legislation, and that person must:

A. undertake all matters (including decisions and actions) in accordance with the relevant legislation:

B. not give greater or lesser weight to the recognition described in paragraph 1.1 than the person would give if that recognition was not referred to by the recognition legislation:

iii. affect the rights of any person under legislation, including ngā hapū o Ngāti Porou:

- d. will not, in respect of the relationship instruments listed in column 1 of the following table, have the effect of granting or creating an estate or interest in, or rights relating to, the items listed in column 2 of that table:

Relationship instrument	Items
fisheries relationship instrument	assets or other property rights held, managed or administered under the fisheries legislation
conservation relationship instrument	land (including foreshore and seabed <u>the common marine and coastal area</u>), flora or fauna managed or administered, under the conservation legislation
environment relationship instrument	resources managed or administered under the Resource Management Act 1991
artefact relationship instrument	artefacts
mineral relationship instrument	minerals

- e. will not, in respect of relationship instruments generally and the whakamana accord particularly:
- i. restrict the legal rights of ngā hapū o Ngāti Porou or the Crown:
 - ii. restrict the responsibilities of ngā hapū o Ngāti Porou or ~~the~~responsible-relevant Ministers (or relevant Departments):

- iii. prevent the Crown from:
 - A. performing its functions, duties and powers; or
 - B. interacting or consulting with any person that the Crown considers appropriate.
- 2.2 To avoid doubt, paragraph 2.1e does not restrict the right of ngā hapū o Ngāti Porou to enforce a relationship instrument, as described in paragraph 18.6 of part E of schedule 2.
- 2.3 The parties agree that, in respect of the protected customary activities, these activities will be only those activities deemed to be a protected customary activity, as described in paragraph 11.3c of schedule 2, and will not include an activity, use, or practice that:
 - a. involves the exercise of:
 - i. any commercial Māori fishing right or interest, being a right or interest declared to be settled in section 9 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - ii. any non-commercial Māori fishing right or interest, being a right or interest subject to the declarations in section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992; or
 - b. is regulated by or under the Fisheries Act 1996; or
 - c. relates to:
 - i. wildlife, together with any animals specified in schedule 5 of the Wildlife Act 1953; or
 - ii. marine mammals.

2.4 The parties agree that ngā hapū o Ngāti Porou will not be considered to have agreed to or accepted any statutory regime, or changes to that statutory regime, merely because the statutory regime is mentioned in this deed, the recognition legislation, or a recognition instrument, or because they were consulted on that statutory regime under a recognition instrument.

3 ACCOMMODATED MATTERS

3.1 Consistent with their longstanding practice regarding access and use in ngā rohe moana o Ngāti Porou, ngā hapū o Ngāti Porou have agreed with the Crown that, to provide certainty to the wider public and to those presently exercising or undertaking the accommodated matters described in paragraphs 3.2 and 3.3, those accommodated matters will be able to be continued within ngā rohe moana o ngā hapū o Ngāti Porou.

3.2 The parties agree that:

- a. access; and
- b. navigation; and
- c. existing fishing; and
- d. the rights of owners of formed roads and roads under construction; and
- e. the rights of owners of structures/fixtures; and
- f. the rights of lessees, licensees, and other persons,

as defined and limited in the sections 18, 21, 26, 27 and 28 of the Marine and Coastal Area (Takutai Moana) Act 2011 Act (see sections 7, 8, 9, 15, 16 and 17 of the Act), will be able to continue within ngā rohe moana o ngā hapū o Ngāti Porou except to the extent that those activities are limited by, or pursuant to, the recognition legislation, ~~the Act~~ and any other legislation.

- 3.3 The parties agree that, except to the extent provided for in the recognition legislation, the protected customary activities instrument, conservation mechanism, permission right and extended conservation mechanism will not impact on:
- a. any activity or use of ngā rohe moana o ngā hapū o Ngāti Porou that can be lawfully undertaken without a resource consent; or
 - b. any activity that is lawfully undertaken in accordance with a current resource consent, ~~including those activities listed in appendix 4~~; or
 - c. any existing infrastructure work and its associated operations; or
 - d. any existing seawall or other existing structure where that structure is listed in appendix ~~2~~1; or
 - e. any emergency activity; or
 - f. scientific research by the following persons:
 - i. the Department of Conservation; or
 - ii. any crown research institute; or
 - iii. any person that replaces a person listed in paragraph 3.3f.i or 3.3f.ii or to whom the research functions of a person listed in paragraph 3.3f.i or 3.3f.ii are transferred; or
 - iv. any other person agreed by the parties from time to time (such agreement is not to be unreasonably withheld where the proposed research will be publicly available for the public good); or
 - g. any existing marine reserve; or
 - h. any existing conservation protected area; or
 - i. any existing marine mammal sanctuary; or
 - j. any existing concession in a conservation protected area; or
 - k. any existing commercial marine mammal permit under the Marine Mammal Protection Regulations 1992; or
 - l. any existing permit to possess wildlife matter or marine mammal matter.

3.4 The recognition legislation will:

- a. confirm the matters described in paragraphs 3.1, 3.2 and 3.3; and
- b. provide that neither party nor the management arrangements will be able to:
 - i. prevent, restrict, or otherwise affect; or
 - ii. impose, directly or indirectly, a charge in respect of,the accommodated matters in ngā rohe moana o ngā hapū o Ngāti Porou unless it has a statutory right to do so.

APPENDIX 1

Activities Lawfully Undertaken with a Current Resource Consent

(paragraph 3.3b of schedule 5)

Resource consent No.	Location	Applicant	Activity	Description
CP202008	Kaiaua Bay	Tolaga Bay Beach Picnic Racing Club	Beach races	Beach races
CP203023	Pouawa	Transit New Zealand	Coastal protection works	Reinstatement of eroded edge of coastal road
CP203025	Te Araroa	Engineering and Works, Gisborne District Council	Erosion protection	Relocation of road 4 metres back from eroding cliff face
RS204025	Te Araroa	[Private individual]	Extraction	Extraction of shingle from Awatere
CP199010	Tokomaru Bay	Engineering and Works, Gisborne District Council	Extend structure	Extend the existing boat ramp

APPENDIX 12

Existing Structures

(paragraph 3.3d of schedule 5)

Structure	Location	GPS location
Lighthouse	Gable End	3831487, 17817706
Culvert	Kaiaua Bay	Not recorded
Wharf	Tokomaru Bay	3810873, 17835398
Boat ramp	Waipiro Bay	3802263, 17820448
Culvert	Te Araroa	3737848, 17825018
Wharf	Hicks Bay	Not recorded
Boat ramp	Hicks Bay	Not recorded
Launch markers	Hicks Bay	37335226, 17818103
<u>Boat Ramp</u>	<u>Tatapouri</u>	<u>3838681, 17820448</u>
<u>Lighthouse</u>	<u>Tuahine Point</u>	<u>3842490, 17804156</u>
<u>Boat Ramp</u>	<u>Lottin Point</u>	<u>33733100, 17820448</u>

SCHEDULE 6

~~Customary Marine Title and Other Matters~~ Resolution of Territorial Customary
Rights Claims and Customary Rights Order Claims

~~(clause 6)~~ (clause 7)

~~4~~ RESOLUTION

~~1.1~~ Ngā hapū o Ngāti Porou and the Crown agree that:

- ~~a.~~ the recognition instruments contribute to the legal expression, protection and recognition to the continued exercise of mana by ngā hapū o Ngāti Porou in relation to ngā rohe moana o ngā hapū o Ngāti Porou and contribute to the legal expression, protection and recognition of the association of ngā hapū o Ngāti Porou with that area in a manner that is consistent with section 3 of the Act; and
- ~~b.~~ this deed resolves the territorial customary rights claims and customary rights order claims from the effective date and, from this date, the Crown is released and discharged from all obligations and liabilities in respect of those territorial customary rights claims and customary rights order claims.

~~1.2~~ Paragraphs 3.2 and 4 will be provided for in the recognition legislation.

~~21~~ DEED DOES NOT AFFECT CERTAIN RIGHTS OR DECISIONS

~~2.1~~ Ngā hapū o Ngāti Porou may still make historical Treaty claims or any other claim in respect of all or any part of ngā rohe moana o ngā hapū o Ngāti Porou except to the extent that it relates to a territorial customary rights claim or a customary rights order claim. This paragraph is subject to paragraph 3.2c.

1.1 Nothing in this deed affects any historical Treaty of Waitangi settlement.

~~1.11.2~~ In particular, Nothing in this deed is intended to affect actions or decisions under the deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims.

~~1.21.3~~ Except to the extent provided for in this deed, nothing in this deed is intended to affect actions or decisions under the fisheries legislation.

~~○ Subject to paragraph 2.6, the Crown may still take any action that does not affect paragraph 1.1 or the recognition instruments, including providing the same or similar arrangements to:~~

- ~~▪ the whānau, hapū, or iwi of Turanga; or~~
- ~~▪ any hapū of Ngāti Porou that did not ratify this deed.~~

~~○ If, pursuant to paragraph 2.4, the Crown seeks to enter into an agreement under section 96 of the Act with any whānau, hapū, or iwi referred to in paragraph 2.4, and that agreement relates to an area that forms part of, or is contiguous to, all or any part of ngā rohe moana o ngā hapū o Ngāti Porou, then:~~

- ~~▪ the Crown will work together with ngā hapū o Ngāti Porou and that whānau, hapū, or iwi to ensure that the arrangements that the Crown proposes to put in place for that whānau, hapū or iwi are consistent with the recognition instruments; and~~
- ~~▪ the Crown must consult ngā hapū o Ngāti Porou prior to agreeing the arrangements to be provided to that whānau, hapū or iwi.~~

~~○ Despite paragraphs 2.4 and 2.5, the Crown will not enter into an agreement under section 96 of the Act with a whānau, hapū or iwi other than ngā hapū o Ngāti Porou or any hapū of ngā hapū o Ngāti Porou that relates to a claim for territorial customary rights in an area that forms part of any of the territorial customary rights areas.~~

~~○ The parties agree that the Crown may enter into an agreement under section 96 of the Act with the hapū of Te Whānau a Apanui.~~

- o ~~Paragraph 2.4 does not constitute an acknowledgement by either party that any whānau, hapū, or iwi, other than a hapū of Ngāti Porou, has a shared territorial customary rights claim in respect of all or any part of ngā rohe moana o ngā hapū o Ngāti Porou.~~

2 RESOLUTION ACKNOWLEDGEMENTS

2.1 Ngā hapū o Ngāti Porou acknowledge that the decision of ngā hapū o Ngāti Porou to enter into this deed is a decision that has been taken by ngā hapū o Ngāti Porou alone and they do not purport to affect the position of those hapū of Ngāti Porou that are not a party to this deed.

2.2 The parties acknowledge and agree, and the recognition legislation will provide, with effect from the effective date:

~~a. except to the extent provided in paragraph 4, that the resolution is comprehensive and final; and~~

~~b. except to the extent provided in paragraph 4, and without limiting the obligations of the Crown under this deed, that the Crown is released and discharged from all obligations and liabilities in respect of the territorial customary rights and the protected customary rights claims; and~~

~~a.~~ except to the extent provided in paragraph 34, for the removal of the jurisdiction (if any) of the Courts, the Waitangi Tribunal and any other judicial body or tribunal (including the jurisdiction (if any) to inquire into or to make a finding or recommendation) in respect of:

i. this deed:

ii. the recognition legislation:

~~iii. the territorial customary rights claims:~~

~~iv. the customary rights order claims:~~

~~v.iii.~~ the recognition instruments,

but that jurisdiction (if any) is not removed in respect of the interpretation, implementation and enforcement of this deed (which takes effect in accordance with paragraph 69.1 of schedule 8) or of the recognition legislation.

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- 2.3 Ngā hapū o Ngāti Porou and the Crown acknowledge that:
- a. the ~~resolution deed~~ represents the result of extended negotiations conducted in good faith and in a spirit of co-operation and compromise; and
 - b. the ~~resolution deed is intends~~ ~~intended~~ to enhance the ongoing relationship between ngā hapū o Ngāti Porou and the Crown; and
 - c. the parties have acted reasonably and honourably in negotiating the agreements set out in this deed; and
 - d. the ~~resolution deed~~ and the obligations of ngā hapū o Ngāti Porou and the Crown under this deed will be binding on them; and
 - e. taking all matters into consideration ~~(some of which are specified in this paragraph 3.3)~~, the ~~resolution contained in this~~ deed represents a fair compromise between their respective positions and views on the ownership of ngā rohe moana o ngā hapū o Ngāti Porou.

3 ~~EXTENDING THE TERRITORIAL CUSTOMARY RIGHTS~~ ~~RECOGNITION~~ CUSTOMARY MARINE TITLE RECOGNITION

- 3.1 The recognition legislation will provide for the matters set out in paragraphs 3.2 to 3.19.
- 3.2 On receipt of an application for customary marine title from, or on behalf of, one or more of ngā hapū o Ngāti Porou, within ngā rohe o moana o Ngāti Porou, the Responsible Minister will undertake a determination of customary marine title.
- 3.3 Paragraph 3.2 applies only if the application is made within two years of the effective date of this deed.
- 3.4 The purpose of the determination is for the Responsible Minister to determine whether customary marine title exists in those application areas.
- 3.5 The determination by the Responsible Minister will be undertaken in accordance with sections 58 and 59 of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 3.6 The Responsible Minister will give notice in writing to the management arrangements of the determination, and the reasons for the determination.

3.7 If the Responsible Minister determines that customary marine title exists in an area, the Responsible Minister will recommend the making of an Order in Council, declaring:

- a. the area or areas in which customary marine title exists ("customary marine title area");
- b. the hapū of that customary marine title area ("recognised customary marine title hapū");
- c. the management arrangements that will act on behalf of the recognised customary marine title hapū of that customary marine title area ("customary marine title hapū governance entity"); and
- d. the date upon which the customary marine title is to take effect ("effective customary marine title date").

3.8 On the date specified in the Order in Council referred to in paragraph 3.7:

- a. any area referred to in paragraph 3.7a will be a customary marine title area under this deed;
- b. the hapū referred to in paragraph 3.7b will be the recognised customary marine title hapū for that customary marine title area; and
- c. the management arrangement referred to in paragraph 3.7c will be the customary marine title hapū governance entity in respect of that hapū and that area; and
- d. the date referred to in paragraph 3.7d will be the effective customary marine title effective date.

3.9 Where an Order in Council declares an area to be a customary marine title area in accordance with paragraph 3.7:

- a. the Responsible Minister will provide the chief executive of Land Information New Zealand with a document which includes the information contained in clause 3.7a to d, and any other requirements necessary to satisfy the chief executive of Land Information New Zealand that the document meets all the requirements for registration; and
- b. that document will be deemed to be an agreement for the purposes of section 114(1)(b) of the Marine and Coastal Area (Takutai Moana) Act 2011; and

- c. the customary marine title area, the recognised customary marine title hapū for that area, the customary marine title hapū governance entity, the effective customary marine title date, and any other relevant information, will be entered onto the marine and coastal area register under section 114 of the Marine and Coastal Area (Takutai Moana) Act 2011; and
- d. the instruments described in Schedule 4 of this deed will apply in respect of that customary marine title area and recognised customary marine title hapū from the effective customary marine title date; and
- e. the Marine and Coastal Area (Takutai Moana) Act 2011 will have no further application or effect in relation to that customary marine title area except to the extent outlined in this paragraph 3.9a to c and as otherwise provided for in the terms of this deed.

3.10 In those areas for which the Responsible Minister determines that customary marine title exists, and where an Order in Council has given effect to the existence of customary marine title, no other person or group, including but not limited to ngā hapū o Ngāti Porou, may make or continue an application for customary marine title in accordance with section 95 or section 100 of the Marine and Coastal Area (Takutai Moana) Act 2011.

3.11 If the Responsible Minister determines that customary marine title does not exist in a particular area referred to in clause 3.2, the Responsible Minister will give notice of that determination to the management arrangements in accordance with paragraph 3.6.

3.12 Paragraphs 3.13 to 3.19 apply in relation to:

- a. any area in the rohe of Ngā Hapū o Ngāti Porou for which a determination has not been made by the Responsible Minister under paragraph 3.2; or
- b. any area referred to in paragraph 3.2 for which the Responsible Minister has made a determination that customary marine title does not exist.

3.13 In relation to an area referred to in paragraph 3.12, ngā hapū o Ngāti Porou, or any hapū of Ngāti Porou, may apply to the High Court for a recognition order under section 100 of the Marine and Coastal Area (Takutai Moana) Act 2011 provided such application is made within two years of the effective date of this deed.

3.14 If, following application under clause 3.13, the High Court grants a recognition order:

- a. the area referred to in that order will be a customary marine title area for the purposes of this deed; and
- b. the group referred to in that order will be the recognised customary marine title hapū for that area; and
- c. the holder of that order must be one of the seven management arrangements set out in Schedule 7, which will be the relevant customary marine title hapū governance entity; and
- d. the registrar of the High Court must give notice in accordance with section 110 of the Marine and Coastal Area (Takutai Moana) Act 2011; and
- e. the customary marine title area, the recognised customary marine title hapū for that area, the customary marine title hapū governance entity, the effective customary marine title date, and any other relevant information, will be entered onto the marine and coastal area register in accordance with section 114 of the Marine and Coastal Area (Takutai Moana) Act 2011; and
- f. the instruments described in Schedule 4 of this deed will apply in respect of that customary marine title area and recognised customary marine title hapū from the effective customary marine title date; and
- g. the Marine and Coastal Area (Takutai Moana) Act 2011 will have no further application or effect in relation to that recognition order, except as provided for in this paragraph 3.14, and under sections 110 to 114 of that Act and as otherwise provided for in the terms of this deed.

3.15 Following an application referred to in paragraph 3.13, in those areas for which the High Court determines that customary marine title exists, and where a recognition order has given effect to that finding, no other person or group, including but not limited to ngā hapū o Ngāti Porou, may make or continue an application for customary marine title in accordance with section 95 or section 100 of the Marine and Coastal Area (Takutai Moana) Act 2011.

3.16 Where, in relation to an area referred to in paragraph 3.2, there is at the same time a determination process being undertaken by the Responsible Minister and an application before the High Court for a recognition order under section 100 of the Marine and Coastal Area (Takutai Moana) Act 2011:

- a. if the Responsible Minister makes a determination and an Order in Council is made before the recognition order of the High Court is

sealed, the Order in Council takes effect and the application before the High Court is discontinued; and

- b. if the recognition order of the High Court is sealed before the Responsible Minister makes a determination and an Order in Council is made, the recognition order takes effect and the determination process is discontinued.

3.17 Nothing in this deed precludes iwi, hapū, or whānau which are not hapū of Ngāti Porou from making an application for customary marine title under sections 95 or 100 of the Marine and Coastal Area (Takutai Moana) Act 2011, excluding those areas referred to in paragraphs 3.10 and 3.15 of this Schedule 6.

3.18 To avoid doubt, any applicant group that forms part of or evolves from a hapū belonging to ngā hapū o Ngāti Porou, will be deemed to be a hapū of Ngāti Porou and paragraphs 3.1 to 3.16 will apply to it.

3.19 Applications made in accordance with clause 3.17 are covered by the Marine and Coastal Area (Takutai Moana) Act 2011 and not the contents of this deed, except as expressly provided for.

- ~~○ The recognition legislation will provide for the ability to extend, by Order in Council, the coverage of the recognition instruments described in schedule 4 to this deed in the circumstances set out in this paragraph 4.~~

- ~~○ Despite paragraph 3.2:~~

- ~~▪ any of ngā hapū o Ngāti Porou may make an application under section 33 of the Act;~~
- ~~▪ the Attorney-General and the Minister of Māori Affairs may enter into an agreement under section 96(1) of the Act with a hapū of ngā hapū o Ngāti Porou,~~

~~that relates to any area that is:~~

- ~~▪ within all or any part of ngā rohe moana o ngā hapū o Ngāti Porou; and~~
- ~~▪ outside a territorial customary rights area.~~

- ~~○ An application under paragraph 4.2a or under section 96(2)(a) of the Act (in the case of an agreement described in paragraph 4.2b) must be made:~~

Schedule 6: Resolution of Territorial Customary Rights Claims
and Customary Rights Order Claims Customary Marine Title and Other Matters

- ~~at any time prior to the date that is 2 years from the date of the sealing of the first High Court order that gives effect to the territorial customary rights recognition agreement; or~~
- ~~where that order is appealed, at any time prior to the date that is 2 years from the date of the determination of all appeals and re-hearings by the High Court (if any).~~

○ ~~Where:~~

- ~~in the case of an application under paragraph 4.2a:

 - ~~the High Court finds that the hapū held territorial customary rights (in accordance with section 33 of the Act); and~~
 - ~~the High Court order made under section 33 of the Act is sealed; and~~
 - ~~all appeals and re-hearings by the High Court (if any) have been determined; or~~~~
- ~~in the case of an application under section 96(2)(a) of the Act (in the case of an agreement described in paragraph 4.2b):

 - ~~the High Court confirms by order that the requirements in sections 32 to 34 of the Act are satisfied; and~~
 - ~~the High Court order made under section 96(2)(c) of the Act is sealed; and~~
 - ~~all appeals and re-hearings by the High Court (if any) have been determined,~~~~

~~then:~~

- ~~the Attorney-General and the Minister of Māori Affairs will recommend the making of an Order in Council to extend the coverage of the recognition instruments described in schedule 4 to this deed to cover:

 - ~~the relevant hapū; and~~
 - ~~the area in relation to which the High Court has, as the case may be:~~~~

- ~~○ found that the hapū held territorial customary rights (in accordance with section 33 of the Act);~~
~~or~~
- ~~○ confirmed that the requirements in sections 32 to 34 of the Act are satisfied (in accordance with section 96(2)(c) of the Act).~~

~~4 FUTURE AGREEMENTS RELATING TO HISTORICAL TREATY SETTLEMENT~~

~~4.1 Ngā hapū o Ngāti Porou and the Crown agree that:~~

- ~~a. in accordance with section 101 of the Act, the Crown may in the future enter into an agreement to settle all or some of the claims of ngā hapū o Ngāti Porou that are referred to in paragraph 2.1; and~~
- ~~b. in negotiating any such agreement, the Crown may consider providing, as redress in relation to some parts of ngā rohe moana o ngā hapū o Ngāti Porou that are not territorial customary rights areas, the recognition instruments set out in schedule 4; but~~
- ~~c. whether, and if so to what extent, those recognition instruments are provided will be a matter for negotiations and agreement at the time.~~

SCHEDULE 7

Management Arrangements

(clause 78)

1 MANAGEMENT ARRANGEMENTS

1.1 Ngā hapū o Ngāti Porou ~~agree to have established, by no later than 6 months after the date of this deed or 20 working days prior to the effective date (whichever is the earlier),~~ management entities set out below at 1.2 arrangements relating to how ngā hapū o Ngāti Porou (including, to avoid doubt, each territorial customary rights recognised customary marine title hapū where applicable) will exercise their rights and responsibilities under this deed (including executing any documents on their behalf), the recognition legislation and the recognition instruments, which the Crown is satisfied:

- a. will:
 - i. be appropriate to exercise those rights and responsibilities; and
 - ii. have a structure that provides for:
 - A. representation of, and accountability to, members of ngā hapū o Ngāti Porou (including each territorial customary rights recognised customary marine title hapū where applicable); and
 - B. transparent decision-making, and dispute resolution, processes.
- b. have been ratified by ngā hapū o Ngāti Porou (by a ratification process agreed in writing by ngā hapū o Ngāti Porou and the Crown) as appropriate to exercise the rights and responsibilities of ngā hapū o Ngāti Porou (including each territorial customary rights recognised customary marine title hapū where applicable) under this deed, the recognition legislation and the recognition instruments.
- c. ~~Any management arrangement established in accordance with this schedule must also~~ provide for each of ngā hapū o Ngāti Porou to be the effective decision makers in relation to their respective interests in ngā rohe moana o ngā hapū o Ngāti Porou under this deed, the recognition legislation and the recognition instruments.

1.2 The management arrangements for the purpose of this deed are as follows:

a. for the area of Pōtikirua to Whangaokeno within the following co-ordinates:

- i. seaward (Pōtikirua) 37° 20' 33.74" S / 178° 04' 1827.25" E; to
- ii. seaward (Whangaokeno) 37° 40' 50.9" S / 178° 49' 42.23" E; to
- iii. landward (Pōtikirua) 37° 32' 32.6" S / 178° 05' 067.90" E; to
- iv. landward (Whangaokeno) 37° 41' 35.5" S / 178° 32' 59.78" E;

the trustees for the time being of Pōtikirua ki Whangaokena Takutai Kaitiaki Trust established by trust deed dated 26 July 2017 representing the following hapū:

- i. Te Whānau a Tapaeururangi;
- ii. Ngāi Tuere;
- iii. Te Whānau a Tuwhakairiora;
- iv. Te Whānau a Te Aotaihi;
- v. Te Whānau a Te Aotaki
- vi. Te Whānau a Kahu;
- vii. Ngāi Tamakoro;
- viii. Te Aopare;
- ix. Te Whānau a Tarahauiti;
- x. Te Whānau a Hunaara;
- xi. Te Whānau a Hinerupe;

b. for the area of Whangaokeno to Ōnepoto within the following co-ordinates:

- i. seaward (Whangaokeno) 37° 40' 50.9" S / 178° 49' 42.2" E; to
- ii. seaward (Ōnepoto) 37° 49' 55.5" S / 178° 45' 24.12" E; to
- iii. landward (Whangaokeno) 37° 41' 35.5" S / 178° 32' 59.78" E; to
- iv. landward (Ōnepoto) 37° 50' 32.4" S / 178° 26' 20.1 E;

the trustees for the time being of Whangaokena ki Onepoto Takutai Kaitiaki Trust established by trust deed dated 28 July 2017 representing the following hapū:

- i. Te Whānau a Takimoana;
- ii. Te Whānau a Tapuhi;
- iii. Te Whānau a Te Uruahi;
- iv. Te Whānau a Tinatoka;
- v. Te Whānau a Rerewa;
- vi. Ngāti Hokopu;
- vii. Te Whānau a Rakaimataura;
- viii. Ngāti Putaanga;
- ix. Ngāti Nua;
- x. Te Whānau a Ngāi Tāne;
- xi. Te Whānau a Hinepare;
- xii. Te Whānau a Karuai;
- xiii. Te Whānau a Hinerupe ki Waiapu;
- xiv. Te Whānau a Rakaihoa;
- xv. Te Whānau a Pokai;
- xvi. Ngāti Horowai;
- xvii. Te Whānau a Mahaki;
- xviii. Te Whānau a Uruhonea;
- xix. Te Whānau a Hineauta;

c. for the area of Ōnepoto to Rāhuimānuka within the following co-ordinates:

- i. seaward (Ōnepoto) 37° 49' 55.5" S / 178° 45' 24.12 E; to
- ii. seaward (Rāhuimānuka) 37° 56' 25.0" S / 178° 39' 52.4 E; to
- iii. landward (Ōnepoto) 37° 50' 32.4" S / 178° 26' 20.04 E; to

iv. landward (Rāhuimānuka) 37° 56' 53.7" S / 178° 23' 44.6 E;

the trustees for the time being of Te Papatipu o Uepohatu me te Papatipu o te Ngaere Takutai Kaitiaki Trust established by trust deed dated 4 August 2017 representing the following hapū:

i. Ngāi Tangihaere;

ii. Ngāti Rangi;

iii. Ngāti Uepohatu;

iv. Te Whānau a Umuariki;

v. Te Whānau a Ruataupare ki Tuparoa;

vi. Te Whānau a Hinetapora;

vii. Te Whānau a Hinekehu (Rauru Marae);

d. for the area of Rāhuimānuka to Mataahu within the following co-ordinates:

i. seaward (Rāhuimānuka) 37° 56' 25.0" S / 178° 39' 52.4 E; to

ii. seaward (Mataahu) 37° 58' 43.45" S / 178° 38' 50.6 E; to

iii. landward (Rāhuimānuka) 37° 56' 53.7" S / 178° 23' 44.6 E; to

iv. landward (Mataahu) 37° 59' 08.34" S / 178° 22' 04.0 E;

the trustees for the time being of Whānau Hapū of Te Aitanga a Mate Te Aowera and Te Whānau a Hinekehu Takutai Kaitiaki Trust established by trust deed dated 27 July 2017 representing the following hapū:

i. Te Aitanga a Mate;

ii. Te Aowera;

i-iii. Te Whānau a Hinekehu;

e. for the area of Mataahu to Koutunui Point within the following co-ordinates:

i. seaward (Mataahu) 37° 58' 43.4" S / 178° 38' 50.6 E; to

ii. seaward (Koutunui Point) 38° 05' 49.6" S / 178° 37' 54.5 E; to

iii. landward (Mataahu) 37° 59' 08.34" S / 178° 22' 04.0 E; to

iv. landward (Koutunui Point) 38° 06' 35.7" S / 178° 21' 30.7 E;

the trustees for the time being of Nga Hapu o Waipiro Takutai Kaitiaki Trust established by trust deed dated 28 July 2017 representing the following hapū:

- i. Ngāi Taharora;
- ii. Te Whānau a Iritekura;
- iii. Te Whānau a Rakairoa;
- iv. Te Whānau a Te Haemata;

f. for the area of Mawhai Point to Marau Point within the following co-ordinates:

- i. seaward (Mawhai Point) 38° 09' 52.4" S / 178° 37' 13.3 E; to
- ii. seaward (Marau Point) 38° 16' 374.2" S / 178° 36' 45.0 E; to
- iii. landward (Mawhai Point) 38° 10' 35.2" S / 178° 22' 00.3 E; to
- iv. landward (Marau Point) 38° 17' 19.8" S / 178° 21' 35.8 E;

the trustees for the time being of Ngati Wakarara and Ngati Hau Takutai Kaitiaki Trust established by trust deed dated 3 August 2017 representing the following hapū:

- i. Ngāti Hau;
- ii. Ngāti Wakarara;

g. for the Pouawa (River) ki te Toka ā Taiau within the following co-ordinates:

- i. seaward (Pouawa River) 38° 35' 48.1" S / 178° 26' 28.0" E; to
- ii. seaward (Port of Gisborne) 38° 53' 43.5" S / 178° 09' 29.1" E; to
- iii. seaward (Te Tokaā Taiau) 38° 40' 40.7" S / 178° 00' 59.4" E; to
- iv. landward (Pouawa River) 38° 36' 29.8" S / 178° 11' 13.2" E; to
- v. landward (Te Tokaā taiau) 38° 40' 11.9" S / 178° 01' 49.5" E;

no management arrangement:

- i. Ngāti Oneone

1.3 Ngāti Oneone are party to this Deed of Agreement but until such time as members of Ngāti Oneone ratify a suitable management arrangement to the

satisfaction of the Responsible Minister and the Minister for Māori Development no person or persons may exercise any rights on behalf of Ngāti Oneone under this Deed of Agreement.

1.4 All of the rights and responsibilities of ngā hapū o Ngāti Porou under this deed will be exercised by the relevant management arrangement on behalf of ngā hapū o Ngāti Porou. To avoid doubt, the management arrangements do not represent any hapū that does not form part of ngā hapū o Ngāti Porou nor do they exercise rights and responsibilities outside of ngā rohe moana o ngā hapū o Ngāti Porou.

1.5 Where a relevant agency is required under this deed to deal with ngā hapū o Ngāti Porou, that agency will deal with the relevant management arrangement.

1.6 The management arrangements may appoint or delegate to any person or entity the power to act on behalf of ngā hapū o Ngāti Porou for any or all of the matters covered in the deed.

1.7 The recognition legislation will provide for the management arrangements that have been established under paragraph 1.2.

~~1.31.8~~ Hapū listed at part b. of the definition of ngā hapū o Ngāti Porou in Schedule 10 of this deed may become party to this deed. Ngā hapū o Ngāti Porou will notify the Attorney-General and the Minister of Māori Affairs Responsible Minister if a hapū has become party to the deed and which of the management arrangements that they have established under paragraph 1.2 will represent that hapū.

1.9 The recognition legislation will provide for the making of an Order in Council by means of which hapū can be added to the management arrangements if the Responsible Minister has received notification under paragraph 1.8. The recognition legislation will also allow for the Order in Council to change the definition of ngā rohe moana o ngā hapū o Ngāti Porou to include the rohe moana of any hapū added to this deed. The Responsible Minister will only propose an Order in Council under this paragraph if:

- a. the hapū in question is listed at part b. of the definition of ngā hapū o Ngāti Porou in Schedule 10 of this deed; and
- b. he or she is satisfied the hapū in question is party to this deed; and
- c. he or she is satisfied the management arrangements to which the hapū will be added represent that hapū.

~~1.4~~ The recognition legislation will provide that the Attorney-General and the Minister of Māori Affairs must recommend, within 20 working days of receiving a notice under paragraph 1.1 or of the date on which the recognition legislation receives its Royal Assent (whichever is the later), the making of an Order in Council setting out the management arrangements that have been established under paragraph 1.1.

~~1.5~~ 1.10 The recognition legislation will also provide for the ability to make changes to the management arrangements by Order in Council that provide for:

- a. ngā hapū o Ngāti Porou ~~may to~~ amend its management arrangements, provided that:
 - i. the Crown is satisfied that the requirements of paragraphs 1.1a, ~~and 1.1b and 1.1c~~ (with all necessary changes) are met in respect of those amended arrangements; and
 - ii. ngā hapū o Ngāti Porou notify the ~~Attorney-General and the Minister of Māori Affairs~~ Responsible Minister of the amendments to the management arrangements, ~~in which case paragraph 1.4 will apply (with all necessary changes) to amended management arrangements;~~ and
 - iii. the amendments to the management arrangements may only come into effect after the commencement of the Order in Council described in ~~this~~ paragraph 1.95a-ii.
- b. the Order in Council setting out the amended management arrangements, as described in ~~this~~ paragraph 1.5a-ii9, may set out appropriate transitional arrangements to ensure the smooth transfer of functions from the current management arrangements to the amended management arrangements.

~~1.6~~ 1.11 The recognition legislation will provide that:

- a. ngā hapū o Ngāti Porou must notify the Crown where they propose to wind up or liquidate any entity forming part of the management arrangements; and
- b. to ensure that there is always an entity in place to undertake the functions of the management arrangements, as described in this schedule, the winding up or liquidation of that entity must not occur unless the management arrangements have been amended as described in paragraph 1.95a.

1.71.12 The recognition legislation will provide that:

- a. the management arrangements that are set out at 1.2 or in an Order in Council described in paragraph 1.85 or 1.94 will be required to:
 - i. exercise the rights and responsibilities of ngā hapū o Ngāti Porou under the deed, the recognition legislation, and the recognition instruments (including executing any documents on their behalf); and
 - ii. be able to sue and be sued on behalf of ngā hapū o Ngāti Porou in respect of those rights and responsibilities.
- b. where any person (including the Crown and other agencies) is required to engage, or otherwise interact, with ngā hapū o Ngāti Porou under this deed, the recognition legislation or a recognition instrument (including consulting, providing notice or information to the hapū, seeking and considering the views of the hapū, or meeting with the hapū), that person will satisfy its obligation by engaging, or otherwise interacting, with the relevant entity or entities set out in the Order in Council in force at that time, accordance with the recognition legislation.

SCHEDULE 8

Process for Giving Effect to the Deed

(clauses ~~9, 10 and 118~~, 9 and 10)

PART A

Ratification

1 DEED RATIFICATION STRATEGY

1.1 The Crown and Te Rūnanga o Ngāti Porou agreed that Te Rūnanga o Ngāti Porou would conduct a ratification process for the purposes of seeking ratification of this deed by ngā hapū o Ngāti Porou. The ratification process was undertaken so as to enable the Crown and Te Rūnanga o Ngāti Porou to identify those hapū that have chosen to ratify this deed and those hapū that have chosen not to ratify this deed. This involved the circulation of agreed explanatory material regarding the content and effect of this deed and a series of publicly advertised hui with the members of each hapū of ngā hapū o Ngāti Porou to determine the level of support for this deed. The overall hui process was supported by a postal ballot.

~~2~~ RATIFICATION

~~2.11.2~~ 2.11.2 Te Rūnanga o Ngāti Porou ~~confirmed~~ is satisfied that:

- a. this deed was ratified by ngā hapū o Ngāti Porou in accordance with the ratification strategy described in paragraph 1.1; and
- b. the mandated signatories ~~had~~ have a mandate from ngā hapū o Ngāti Porou to sign this deed on behalf of ngā hapū o Ngāti Porou.

~~2.21.3~~ 2.21.3 The Crown ~~confirms~~ confirmed that the contents of this deed, including the recognition instruments, were agreed to by Cabinet on 4 August 2008.

~~2.31.4~~ 2.31.4 The Crown ~~confirms~~ confirmed that it is satisfied with:

- a. the ratification of ~~this~~ the deed by ngā hapū o Ngāti Porou; and
- b. the mandate of the mandated signatories from ngā hapū o Ngāti Porou to sign this deed on behalf of ngā hapū o Ngāti Porou.

1.5 The Crown ~~confirms~~ confirmed that the Attorney-General and the Minister exercising the functions of the Minister of Māori Affairs advised Cabinet that

they were satisfied with the matters set out in paragraph 2.31.4 on 29 September 2008.

2 DEED TO AMEND AND MANAGEMENT ARRANGEMENTS

2.1 The Crown and Te Rūnanganui o Ngāti Porou agreed that Te Rūnanganui o Ngāti Porou and the management arrangements would conduct a further ratification process for the purposes of seeking ratification of the deed to amend and management arrangements by ngā hapū o Ngāti Porou.

2.2 Te Rūnanganui o Ngāti Porou, the management arrangements, and the Crown confirm that they are satisfied that:

- a. the deed to amend and the management arrangements have been ratified by ngā hapū o Ngāti Porou in accordance with the ratification strategy described in paragraph 2.1; and
- b. representatives of ngā hapū o Ngāti Porou and the management arrangements have signed the deed to amend on behalf of ngā hapū o Ngāti Porou.

2.3 The Crown confirms that the contents of the deed to amend were agreed to by Cabinet on 9 November 2015.

PART B

Recognition Legislation

3 THE RECOGNITION LEGISLATION

- 3.1 The Crown ~~must, subject to paragraph 3.2, propose recognition legislation for introduction~~ the Ngā Rohe Moana o Ngā Hapū o Ngāti Porou Bill (the Bill) to the House of Representatives on 28 September 2008 to give effect to the deed signed by the Crown and ngā hapū o Ngāti Porou in 2008, within 6 months from the date that the territorial customary rights recognition agreement comes into effect.
- 3.2 Following the signing of the deed to amend, the Crown must propose amendments to the Bill or replacement ~~The recognition legislation proposed by the Crown~~ for introduction within three months that:
- a. must:
 - i. include the recognition instruments and all other matters required by this amended deed to be included in the recognition legislation; and
 - ii. be in a form that:
 - A. ngā hapū o Ngāti Porou the management arrangements has notified the Crown is satisfactory to them; and
 - B. is satisfactory to the Crown; and
 - b. may:
 - i. include all other matters that are necessary or desirable to ensure that the recognition legislation gives full effect to the amended deed; and
 - ii. include different wording to that provided by the corresponding provision of this amended deed, in order to conform with legislative drafting styles and conventions.

4 NGĀ HAPŪ O NGĀTI POROU SUPPORT

- 4.1 Ngā hapū o Ngāti Porou and the management arrangements agree to support:
- a. the recognition legislation (including its passage through Parliament);
and
 - b. any other legislation (including its passage through Parliament) required to:
 - i. give effect to this amended deed:
 - ii. achieve certainty in respect of the rights and obligations of the parties:
 - iii. ensure that the recognition instruments and any other matters required to give effect to this amended deed are comprehensive and final.

5 AMENDMENTS TO THE RECOGNITION LEGISLATION

- 5.1 If the Crown proposes any amendment to the recognition legislation or regulations made pursuant to this deed or the recognition legislation, it must obtain the written agreement of ngā hapū o Ngāti Porou (such agreement not to be unreasonably withheld or delayed) prior to introducing that amendment.

~~5.2 The Crown considers that it has been, and continues to be, government policy to preserve the public foreshore and seabed in perpetuity as the common heritage of all New Zealanders, as set out in the object of the Act. If the Crown proposes any special legislation that relates to ngā rohe moana o ngā hapū o Ngāti Porou and section 14(2)(a) of the Act, the Crown, must obtain the agreement of ngā hapū o Ngāti Porou (such agreement not to be unreasonably withheld or delayed) prior to introducing that legislation.~~

PART C

High Court Process

6 APPLICATION TO HIGH COURT

- 6.1 Each hapū identified in column 1 of the table in paragraph 1.1 of schedule 3 agrees to make an application to the High Court under section 96(2)(a) of the Act within 3 months from the date of this deed.
- 6.2 Each application of a hapū described in paragraph 6.1 will relate only to:
- a. that hapū and to no other hapū; and
 - b. the area of that hapū identified in column 2 of the table in paragraph 1.1 of schedule 3.
- 6.3 The hapū described in paragraph 6.1 may make joint applications (comprising some or all of those hapū) in which case paragraphs 6.1 and 6.2 apply (with all necessary changes) to those joint applications.

7 AFFIDAVITS

- 7.1 On or around the date that the application is made under section 96(2)(a) of the Act:
- a. the hapū described in paragraph 6.1 agree to file affidavits in support of the application; and
 - b. the Attorney-General and the Minister of Māori Affairs agree to file affidavits in support of the application.

8 ATTACHMENT OF ORDER

- 8.1 If the High Court order made under section 96(2)(c) of the Act is sealed, and all appeals and re-hearings by the High Court (if any) have been determined, the parties will attach a copy of the order to the territorial customary rights recognition agreement.

PART CD

Deed into Force and Termination

~~9.6~~ EVENTS AFTER WHICH THE DEED HAS EFFECT

~~9.16.1~~ This deed, and the recognition instruments, will have effect on the effective date after:

~~a.~~ an Order in Council described in paragraph 1.4 of schedule 7 comes into force; and

~~9.2~~ the recognition legislation comes into force.

~~9.3~~ The recognition legislation will provide that, in respect of each application to the High Court described in paragraph 6.2 where:

~~a.~~ the High Court confirms by order that the requirements in sections 32 to 34 of the Act are satisfied; and

~~b.~~ the High Court order made under section 96(2)(c) of the Act is sealed; and

~~9.4~~ all appeals and re-hearings by the High Court (if any) have been determined, then the Attorney-General and the Minister of Māori Affairs will be required to recommend the making of an Order in Council providing for the recognition instruments described in schedule 4 of this deed to apply to:

~~a.~~ the relevant hapū; and

~~b.~~ the area in relation to which the High Court has confirmed that the requirements of sections 32 to 34 of the Act are satisfied (in accordance with section 96(2)(c) of the Act).

~~9.56.2~~ Until the events described in paragraph 9.1 have occurred, Tthis deed:

a. is entered into on a “without prejudice” basis; and

b. the discussions and negotiations of, and documents and material exchanged between, the parties that relate to this deed and the recognition instruments may be used by either party only with the written agreement of the other party, except to the extent that the use is:

i. required to give effect to this deed:

- ii. for proceedings concerning the interpretation and/or enforcement of the provisions referred to in paragraph 9.46.3 where those provisions are binding on the parties.

In:

~~paragraph 9.3b, "use" includes use as evidence in any proceedings before, or presented to, any court, the Waitangi Tribunal, or any other judicial body or tribunal; and~~

~~paragraph 9.4a, "any proceedings" includes the High Court proceedings resulting from an application made under:~~

~~section 96(2)(a) of the Act as part of the process to give effect to:~~

~~the territorial customary rights recognition agreement; or~~

~~an agreement described in paragraph 4.2b of schedule 6,~~

~~provided that the parties may use, in those proceedings, documents and materials exchanged between them that relate solely to establishing that the requirements of sections 32 to 34 of the Act are satisfied; or~~

~~section 33 of the Act in accordance with paragraph 4 of schedule 6.~~

9.66.3 ~~Despite paragraph 96.1,~~

~~paragraphs 8.5, 17, 18.1, and 18.8 of schedule 2, paragraph 4 of schedule 6, paragraphs 1.1 to 1.64 of schedule 7, schedule 8, and paragraphs 4.1 and 4.2 of schedule 10 are binding from the date of this deed; and~~

~~b. in accordance section 96(2) of the Act, the territorial customary rights recognition agreement will have no effect in respect of a hapū listed in that agreement until the requirements described in paragraph 9.2a are met.~~

~~9.7 Without limiting paragraphs 6.1 of part C of this schedule and paragraph 9.3 but subject to paragraph 4 of schedule 6, during the period from the date of this deed until the effective date, each of ngā hapū o Ngāti Porou (and each individual of ngā hapū o Ngāti Porou) agree to not apply to:~~

- ~~a. the High Court for a territorial customary rights finding under section 33 of the Act in respect of all or any part of ngā rohe moana o ngā hapū o Ngāti Porou;~~

~~b. any court, the Waitangi Tribunal, or any judicial body or tribunal in respect of:~~

~~i. this deed, any territorial customary rights claim, any customary rights order claim, or the recognition instruments (including the nature or extent of the recognition instruments) except to the extent that the application relates to the interpretation or implementation of this deed:~~

~~ii. the Crown's foreshore and seabed policy.~~

~~407~~ TERMINATION

~~10.1 Either party may terminate this deed by giving notice to the other party where:~~

~~a. paragraph 9.1a is not satisfied by the date set out in paragraph 1.1 of schedule 7; or~~

~~b. paragraph 9.1b is not satisfied within 12 months after the date of this deed.~~

~~10.2 To avoid doubt, a party may not terminate this deed in reliance on a failure of an event to occur within the relevant timeframe (as set out in paragraph 10.1a or 10.1b) where that event occurred prior to the date of the notice of termination.~~

7.1 This deed may only be terminated by agreement between the parties.

~~10.37.2~~ Where this deed is terminated:

a. this deed, and the arrangements in it (including the recognition instruments), will be at an end; and

b. neither party will have any rights or obligations under this deed, ~~(except under the provisions referred to in paragraph 10.4).~~

~~10.4 The rights and obligations of the parties under paragraph 9.3 continue where this deed is terminated.~~

PART DE

Implementation Resources

~~11~~ INITIAL FUNDING

~~11.1~~ To assist ngā hapū o Ngāti Porou to implement arrangements under the deed, the Crown will provide ngā hapū o Ngāti Porou an amount to be determined by the Crown, but no less than \$700,000 (including GST, if any) after the deed is signed by both parties but before the effective date.

~~11.27.3~~ The Crown will pay the amount referred to in paragraph 11.1 after ngā hapū o Ngāti Porou provide the Crown with any funding budgets and expenditure reports reasonably requested by the Crown.

~~12~~ IMPLEMENTATION FURTHER FUNDING

~~12.1~~ To assist ngā hapū o Ngāti Porou to exercise their rights and perform their obligations under the deed and the recognition legislation, the Crown will on the effective date pay into the bank account or bank accounts of the management arrangements or their nominated entity or entities on behalf of ngā hapū o Ngāti Porou \$15,530,000 (including GST if any). an amount to be determined by the Crown as follows:

- a. ~~for the 12 month period commencing on the effective date, no less than \$2,400,000 (including GST, if any); and~~
- b. ~~for the 12 month period commencing on the first anniversary of the effective date, no less than \$1,700,000 (including GST, if any).~~

~~12.2~~ For each 12 month period commencing on the second and every subsequent anniversary of the effective date, the Crown will provide to ngā hapū o Ngāti Porou an amount to be determined by the Crown, but no less than \$700,000 or the amount determined in accordance with paragraph 13 (including GST, if any) to assist the hapū to exercise their rights and perform their obligations under the deed and the recognition legislation.

~~12.3~~ The Crown will pay the amounts referred to in paragraphs 12.1 and 12.2 after ngā hapū o Ngāti Porou provide the Crown with any funding budgets and expenditure reports reasonably requested by the Crown.

~~12.4~~ FUNDING REVIEWS

~~12.5 On or around the second anniversary of the effective date and every 5 years after that date, the Crown and ngā hapū o Ngāti Porou will review the level of funding provided to ngā hapū o Ngāti Porou under paragraph 12.2 to:~~

- ~~a. ascertain whether the annual funding to be provided under that paragraph is adequate to assist ngā hapū o Ngāti Porou to exercise their rights and perform their obligations under the deed and the recognition legislation; and~~
- ~~b. if the Crown does not consider that the amount is adequate, adjust the level of funding to an appropriate amount.~~

9. TAX

INDEMNITY

9.1. The provision of implementation funding set out at paragraph 8 of Part D of Schedule 8 of this Deed of Agreement (the implementation funding) to the ngā hapū o Ngāti Porou management arrangements (the management arrangements) in relation to this Deed of Agreement by the Crown, is not intended to be -

9.1.1. a taxable supply for GST purposes; or

9.1.2. assessable income for income tax purposes.

9.2. The Crown must, therefore, indemnify the management arrangements for -

9.2.1. any GST payable by the management arrangements in respect of the provision of the implementation funding or an indemnity payment; and

9.2.2. any income tax payable by the management arrangements as a result of implementation funding, or an indemnity payment, being treated as assessable income of the management arrangements; and

9.2.3. any reasonable cost or liability incurred by the management arrangements in taking, at the Crown's direction, action -

a) relating to an indemnity demand; or

b) under paragraph 9.13 or paragraph 9.14.1(b).

LIMITS

9.3. The tax indemnity does not apply to the following (which are subject to normal tax treatment):

9.3.1. interest paid under part 9.2:

9.3.2. the management arrangements' -

- a) use of the implementation funding or an indemnity payment;
or
- b) payment of costs, or any other amounts, in relation to the implementation funding.

ACKNOWLEDGEMENTS

9.4. To avoid doubt, the parties acknowledge -

9.4.1. the implementation funding is provided -

- a) to assist ngā hapū o Ngāti Porou to meet the costs associated with implementing the terms of the deed; and
- b) with no other consideration being provided; and

9.4.2. in particular, the following are not consideration for the implementation funding:

- a) an agreement under this deed to -
 - i. enter into an encumbrance, or other obligation, in relation to the implementation funding; or
 - ii. pay costs (such as rates, or other outgoings, or maintenance costs) in relation to the implementation funding;
- b) the performance of that agreement; and

9.4.3. nothing in this part is intended to imply that -

- a) the provision of the implementation funding, or an indemnity payment, is -
 - i. a taxable supply for GST purposes; or

ii. assessable income for income tax purposes.

b) if the management arrangements are charitable trusts, or other charitable entities, they receive -

i. implementation funding, assets, or rights other than for charitable purposes; or

ii. income other than as exempt income for income tax purposes; and

9.4.4. the management arrangements are the only entities that this deed contemplates performing a function described in section HF 2(2)(d)(i) or section HF 2(3)(e)(i) of the Income Tax Act 2007.

CONSISTENT ACTIONS

9.5. None of the management arrangements, a person associated with the management arrangements, or the Crown will act in a manner that is inconsistent with this part 9.

9.6. In particular, the management arrangements agree that -

9.6.1. from the effective date, they will be registered persons for GST purposes, unless it is not carrying on a taxable activity; and

9.6.2. neither it, nor any person associated with it, will claim with respect to the provision of the implementation funding, or an indemnity payment, -

a) an input credit for GST purposes; or

b) a deduction for income tax purposes.

INDEMNITY DEMANDS

9.7. The management arrangements and the Crown must give notice to the other, as soon as reasonably possible after becoming aware that the management arrangements may be entitled to an indemnity payment.

9.8. An indemnity demand -

9.8.1. may be made at any time after the effective date; but

9.8.2. must not be made more than 20 business days before the due date for payment of the tax, whether that date is -

a) specified in an assessment; or

- b) a date for the payment of provisional tax; or
- c) otherwise determined; and

9.8.3. must be accompanied by -

- a) evidence of the tax, and of any other amount sought, which is reasonably satisfactory to the Crown; and
- b) if the demand relates to GST and the Crown requires, a GST tax invoice.

INDEMNITY PAYMENTS

9.9. If the management arrangements are entitled to an indemnity payment, the Crown may make the payment to -

9.9.1. the management arrangements; or

9.9.2. the Commissioner of Inland Revenue, on behalf of, and for the account of, the management arrangements.

9.10. The management arrangements must pay an indemnity payment received by it to the Commissioner of Inland Revenue, by the later of -

9.10.1. the due date for payment of the tax; or

9.10.2. the next business day after receiving the indemnity payment.

REPAYMENT

9.11. If it is determined that some or all of the tax to which an indemnity payment relates is not payable, the management arrangements must promptly repay to the Crown any amount that-

9.11.1. the Commissioner of Inland Revenue refunds or credits to the management arrangements; or

9.11.2. the management arrangements has received but has not paid, and is not required to pay, to the Commissioner of Inland Revenue.

9.12. The management arrangements have no right of set-off or counterclaim in relation to an amount payable by it under paragraph 9.11.

RULINGS

9.13. The management arrangements must assist the Crown with an application to the Commissioner of Inland Revenue for a ruling, whether binding or not, in relation to the provision of the implementation funding.

CONTROL OF DISPUTES

9.14. If the management arrangements are entitled to an indemnity payment, the Crown may

9.14.1. by notice to the management arrangements, require it to -

- a) exercise a right to defer the payment of tax; and/or
- b) take any action specified by the Crown, and confirmed by expert legal tax advice as appropriate action in the circumstances, to respond to, and/or contest -
 - i. a tax assessment; and/or
 - ii. a notice in relation to the tax, including a notice of proposed adjustment; or

9.14.2. nominate and instruct counsel on behalf of the management arrangements whenever it exercises its rights under paragraph 9.14.1; and

9.14.3. recover from the Commissioner of Inland Revenue any tax paid that is refundable.

DEFINITIONS

9.15. In this part D, unless the context requires otherwise -

9.15.1 provision, in relation to the implementation funding, includes its payment, credit, transfer, vesting, making available, creation, or grant; and

9.15.2 use, in relation to the implementation funding or an indemnity payment, includes dealing with, payment, transfer, distribution, or application.

SCHEDULE 9

Miscellaneous Matters

(clause ~~4211~~)

1 PERPETUITIES

1.1 The recognition legislation will provide that:

- a. neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, apply to a document entered into to give effect to this deed if the application of that rule, or the provisions of that Act, would otherwise make the document, or a right conferred by the document, invalid or ineffective; and
- b. if the trustees for the time being (trustees) of a trust (trust) are, in their capacity as trustees of the trust, the management arrangements, neither the rule against perpetuities, nor any provisions of the Perpetuities Act 1964, prescribe or restrict the period during which:
 - i. the trust may exist in law; or
 - ii. the trustees, in their capacity as trustees of the trust, may hold or deal with property (including income derived from property); and
- c. if the trust is, or becomes, a trust for charitable purposes (including if the trustees are or become incorporated as a board under the Charitable Trusts Act 1957):
 - i. paragraph 1.1b does not apply; and
 - ii. any application of the rule against perpetuities or any provision of the Perpetuities Act 1964 to the trust, and the trustees in their capacity as trustees of the trust, must be determined under general law.

2 PUBLIC AVAILABILITY OF THIS DEED

2.1 The recognition legislation will provide that the chief executive of the Ministry of Justice must, on or after the effective date, make copies of this deed available:

- a. for inspection free of charge, and for purchase at a reasonable price, at the head office of the Ministry of Justice in Wellington on any working day; and
- b. free of charge, on an internet website maintained by or on behalf of the Ministry of Justice.

~~2.2 The recognition legislation will provide that the chief executive of the Ministry of Justice must ensure that the public foreshore and seabed register under section 92 of the Act includes a copy of:~~

- ~~a. this deed; and~~
- ~~b. any Gazette notice that is published of protected customary activities, as described in paragraph 11.3b of schedule 2; and~~
- ~~c. any agreed control on a protected customary activity protected customary right, as agreed following the process described in paragraph 11.4a of schedule 2; and~~
- ~~d. any Gazette notice that is published of agreed wāhi tapu and agreed wāhi tapu areas, as described in paragraph 14.4a.iv of schedule 2; and~~
~~any Gazette notice that is published to impose prohibitions or restrictions, and to grant exemptions, in respect of access to agreed wāhi tapu and agreed wāhi tapu areas, as described in paragraph 14.4a.iv of schedule 2.~~

3 DISPUTE RESOLUTION PROCESS

- 3.1 The following provisions apply to any dispute between a department and ngā hapū o Ngāti Porou in relation to a recognition instrument or a relationship instrument described in paragraph 18.1 of schedule 2:
- a. The parties acknowledge and agree that they:
 - i. wish to minimise and promptly settle any dispute which may arise in relation to a recognition instrument or a relationship instrument described in paragraph 18.1 of schedule 2; and
 - ii. must make active efforts in good faith to resolve that dispute in accordance with this paragraph 3.1.
 - b. The parties to the dispute must first attempt to resolve the dispute through discussion on a “without prejudice” basis by the following persons:
 - i. When the dispute arises, by ngā hapū o Ngāti Porou and the relevant representative of the department involved in the dispute.
 - ii. Where the persons described in paragraph 3.1b.i are unable to resolve the dispute within a reasonable period of time, then either party to the dispute may require the dispute to be referred for resolution to ngā hapū o Ngāti Porou and the chief executive of the department.
 - iii. Where the persons described in paragraph 3.1b.ii are unable to resolve the dispute within a reasonable period of time of the dispute having been referred to them, then either party to the dispute may require the dispute to be referred for resolution to ngā hapū o Ngāti Porou and the Minister responsible for the department.

- c. Where, within a reasonable period of time of the dispute having been referred to the persons described in paragraph 3.1b.iii, no resolution has been reached, either party may require the dispute to be referred to mediation as follows:
 - i. The party requiring the dispute to be referred to mediation must provide written notice to the other party.
 - ii. The parties will seek to agree a mediator and, failing agreement within 15 working days of the date of the notice described in paragraph 3.1c.i, a mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
 - A. familiar with tikanga based dispute resolution; and
 - B. independent of the dispute.
 - iii. The mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.

4 GENERAL

- 4.1 The provisions of this paragraph 4.1 apply to notices between the parties under this deed:
 - a. the party giving a notice must sign it; and
 - b. a notice to a party must be in writing addressed to that party at that party's address or facsimile number; and

- c. until any other address or facsimile number of a party is given by notice to the other party, ~~and in the case of ngā hapū o Ngāti Porou until the management arrangements are established in accordance with schedule 7,~~ they are as follows:

The Crown

C/- The Solicitor-
General
Crown Law Office
Justice Centre
19 Aitken St
~~Level 10, Unisys House~~
~~56 The Terrace~~
~~(PO Box 2858)~~
WELLINGTON

Facsimile: 04 473 3482

Ngā Hapū o Ngāti Porou

C/- The Chief Executive
Te Rūnanganui o Ngāti
Porou
Te Toka a Taiau (Shed
3)
50 Esplanade
PO Box 394 Kaiti,
Gisborne
Facsimile: 06 867 5337

- d. delivery of a notice may be made:
- i. by hand; or
 - ii. by post with pre-paid postage; or
 - iii. by facsimile; and
- e. a notice delivered:
- i. by hand will be treated as having been received at the time of delivery; or
 - ii. by pre-paid post will be treated as having been received on the second day after posting; or
 - iii. by facsimile will be treated as having been received on the day of transmission; but
- f. where a notice is received on a day that is not a working day, or after 5pm on a working day, that notice is deemed (despite paragraph 4.1e) to be received on the next working day.

- 4.2 This deed may only be amended by a written agreement that is signed by, or on behalf of, the parties.

~~4.3 The Crown and ngā hapū o Ngāti Porou may, within 3 months of the date of this deed, agree in writing to amend:~~

~~a. the boundaries of the areas set out in column 2 of the table in clause 1.1 of schedule 3, including:~~

~~i. the seaward boundary of those areas; and~~

~~ii. the western boundary of the territorial customary rights area identified as Wharekahika in column 2 of the table in clause 1.1 of schedule 3; and~~

~~b. the boundaries of ngā rohe moana o ngā hapū o Ngāti Porou.~~

~~4.4 It shall be sufficient for the purposes of effecting any amendment under paragraph 4.3 of this schedule if the agreement is signed by or on behalf of the hapū of ngā hapū o Ngāti Porou whose interests are affected by the amendment.~~

~~To avoid doubt, if any hapū that is included in the definition of “ngā hapū o Ngāti Porou” does not ratify this deed, that action does not affect the position of, or the status of this deed in relation to, any hapū that ratifies this deed.~~

4.54.3 This amended deed:

a. constitutes the entire agreement between the parties in relation to the matters in it; and

b. supersedes all earlier negotiations, representations, warranties, understandings and agreements relating to the territorial customary rights claims and the customary rights order claims matters covered by it, whether oral or written, between ngā hapū o Ngāti Porou or any individual of ngā hapū o Ngāti Porou (separately, or in any combination) and the Crown (including the terms of negotiation, the statement of position and intent and the heads of agreement); but

c. does not supersede te Tiriti o Waitangi/the Treaty of Waitangi.

4.64.4 A failure, delay or indulgence by either party in exercising a power or right under or arising from this amended deed shall not operate as a waiver of that power or right.

4.74.5 A single, or partial, exercise of a power or right under or arising from this amended deed shall not preclude further exercises of that power or right or the exercise of another power or right.

4.84.6 Except as expressly provided in this deed or a document entered into under this deed, neither party may transfer or assign any rights or obligations under or arising from this deed.

5 APPLICATION OF MARINE AND COASTAL AREA (TAKUTAI MOANA) ACT 2011

5.1 Part 2 of the Marine and Coastal Area (Takutai Moana) Act 2011 applies to ngā rohe moana o ngā hapū o Ngāti Porou.

5.2 Unless expressly provided for in this deed, nothing in Parts 3 or 4 of the Marine and Coastal Area (Takutai Moana) Act 2011 applies to ngā rohe moana o ngā hapū o Ngāti Porou.

5.3 In the event of a conflict between a provision in this deed and a provision in the Marine and Coastal Area (Takutai Moana) Act 2011, the provision in this deed prevails.

SCHEDULE 10

Definitions and Interpretation

(clause 1.23)

1 INTERPRETATION CONSISTENT WITH AGREED PRINCIPLES

- 1.1 Clause 1.2 of this deed states that any issue of interpretation in relation to how this deed contributes to the legal expression, protection and recognition of the mana of ngā hapū o Ngāti Porou shall be resolved after taking into account the principles in clause 1.1.

2 KEY DEFINITIONS

- 2.1 In this deed, each term listed below has the meaning given to it:

Term	Meaning
Crown	has the meaning given in section 2(1) of the Public Finance Act 1989 which, at the date of this deed, provides that the Crown: <ul style="list-style-type: none">a. means the Sovereign in right of New Zealand; andb. includes all Ministers of the Crown and all departments; butc. does not include:<ul style="list-style-type: none">i. an Office of Parliament; orii. a Crown entity; oriii. a state enterprise.
customary interests	for the purposes of the definition of “territorial customary rights claim”, interests according to tikanga Māori (Māori customary law, values and practices), including: <ul style="list-style-type: none">a. rights to occupy land; andb. rights in relation to the use of:

Term	Meaning
customary rights order claim	<p>i. — land; or</p> <p>ii. — other natural or physical resources.</p> <p>a. — every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the effective date) of ngā hapū o Ngāti Porou that an activity, use or practice:</p> <p>i. — is, and has been since 1840, integral to tikanga Māori; and</p> <p>ii. — has been carried on, exercised, or followed in accordance with tikanga Māori in a substantially uninterrupted manner since 1840 in a specified area of ngā rohe moana o ngā hapū o Ngāti Porou; and</p> <p>iii. — continues to be carried on, exercised, or followed in the same area of ngā rohe moana o ngā hapū o Ngāti Porou in accordance with tikanga Māori; and</p> <p>iv. — is not prohibited by any enactment or rule of law,</p> <p>and the right to carry on, exercise, or follow that activity, use or practice has not been extinguished as a matter of law; but</p> <p>b. — excludes a claim that any individual of ngā hapū o Ngāti Porou, or a hapū referred to in paragraph a of the definition “ngā hapū o Ngāti Porou” (but excluding those hapū referred to in paragraph b.xii of that definition), may have that is, or is founded on, a right arising as a result of being an individual of a hapū, or being a hapū (as the case may be), that is not ngā hapū o Ngāti Porou.</p>

Term	Meaning
descend	for the purposes of the definition of “territorial customary rights claim”, an individual is descended from another individual if descended from the other person by any one or more of the following: <ul style="list-style-type: none">a. birth;b. legal adoption;c. Māori customary adoption in accordance with ngā hapū o Ngāti Porou tikanga.
duly authorised representative	includes: <ul style="list-style-type: none">a. the management arrangements; andb. a person authorised by a court to represent any of ngā hapū o Ngāti Porou.
ngā hapū o Ngāti Porou	<ul style="list-style-type: none">a. includes, for the purposes of this deed and subject to paragraph b of this definition, the following hapū of Ngāti Porou:<ul style="list-style-type: none">i. Ngāti Kuranui; andii. Ngāti Kahukuranui; andiii. Ngāti Hau; andiv. Ngāti Wakarara; andv. Ngāti Ira; andvi. Ngāti Patuwhare; andvii. Te Whānau a Ruataupare ki Tokomaru; andviii. Te Whānau a Iritekura; andix. Te Whānau a Te Haemata; andx. Te Whānau a Rakairoa; andxi. Te Aitanga a Mate; andxii. Te Aowera; and

Term	Meaning
	<u>viii</u> xiii . Te Whānau a Hinekehu; and
	<u>ix</u> xiv . Te Whānau a Karuai; and
	<u>xxv</u> . Ngāti Horowai; and
	<u>xi</u> xvi . Te Whānau a Pokai; and
	<u>xii</u> xvii . Te Whānau a Raikaihoea; and
	<u>xiii</u> xviii . Ngāi Taharora; and
	<u>xiv</u> xix . Te Whānau a Mahaki; and
	<u>xv</u> xx . Te Whānau a Uruhonea; and
	<u>xvi</u> xxi . Te Whānau a Hineauta; and
	<u>xvii</u> xxii . Te Whānau a Rakaimataura; and
	<u>xviii</u> xxiii . Te Whānau a Te Uruahi; and
	<u>xix</u> xxiv . Ngāti Putaanga; and
	<u>xxxv</u> . Te Whānau a Tapuhi; and
	<u>xxi</u> xxvi . Te Whānau a Takimoana; and
	<u>xxii</u> xxvii . Te Whānau a Hinepare; and
	<u>xxiii</u> xxviii . Ngāti Nua; and
	<u>xxiv</u> xxix . Te Whānau a Ngāi Tane; and
	<u>xxv</u> xxx . Te Whānau a Hinerupe; and
	<u>xxvi</u> xxxi . Ngāti Hokopu; and
	<u>xxvii</u> xxxii . Te Whānau a Rerewa; and
	<u>xxviii</u> xxxiii . Te Whānau a Hunaara; and
	<u>xxix</u> xxxiv . Ngāi Tuere; and
	<u>xxxxv</u> . Ngāi Tamakoro; and
	<u>xxxi</u> xxxvi . <u>Ngāti Te Whānau a Kahu</u> ; and
	<u>xxxii</u> xxxvii . Te Whānau a Tuwhakairiora; and

Term	Meaning
	xxxiii xxxviii . Te Whānau a Te Aotaki; and
	xxxiv xxxix . Te Whānau a Tinatoka; and
	xl . Te Whānau a Te Rangipureora; and
	xli . Te Whānau a Aotawarirangi; and
	xxxv xlii . Ngāti Uepohatu; and
	xxxvi xliii . Ngāi Tangihaere; and
	xxxvii xliv . Ngāti Rangi; and
	xxxviii xlv . Te Whānau a Hinetapora; and
	xxxix xlvi . Te Whānau a Ruataupare ki Tuparoa; and
	xl xlvii . Te Whānau a Umuariki; and
	xlvi . Ngāti Konohi; and
	xl xl . Te Whānau a Tapaeururangi; and
	xl . Ngāti Oneone; and
	xl . Te Whānau a Tarahauti; and
	xl : Te Aopare; and
	xl : Te Whānau a Te Aotaihi; and
	xlvi . Te Whānau a Hinerupe ki Waiapu; and
	xl . Te Whānau a Hinekehu (Rauru Marae); and
	xl . any other group that forms part of or evolves from a hapū described in paragraphs a.i to a.xlvii a.xlvi —and a.xlix of this definition; and
	xl . — includes for the purposes of this deed any hapū listed in paragraph b of this definition who ratify this deed; and

Term	Meaning
	<p><u>xlix</u> lvii. includes any duly authorised representative; but</p> <p>b. excludes, for the purposes of this deed the following hapū of Ngāti Porou unless they ratify this deed (as described in paragraph a.xlx of this definition):</p> <p>i. <u>Te Aitanga a Hauiti</u>; and</p> <p><u>ii. Ngāti Konohi</u>; and</p> <p><u>iii. Te Whānau a Ruataupare ki Tokomaru</u>; and</p> <p>ii. Te Whānau a Tapaeururangi; and</p> <p>iii. Ngāti Oneone; and</p> <p>iv. <u>Ngāti Tutekohi</u>; and</p> <p><u>v. Ngāti Ira</u>; and</p> <p><u>vi. Ngāti Patuwhare</u>; and</p> <p><u>vii. Ngāti Kuranui</u>; and</p> <p><u>viii. Ngāti Kahukuranui</u>; and</p> <p><u>ix. Te Whānau a Te Rangipureora</u>; and</p> <p><u>x. Te Whānau a Aotawarirangi</u>.</p> <p><u>xi.</u> any other group that forms part of or evolves from a hapū described in paragraph b. <u>i.-b. x.</u> of this definition.</p>
territorial customary rights claim	<p>a. every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the effective date) of:</p> <p>i. ngā hapū o Ngāti Porou;</p> <p>ii. any individual (including a future or deceased individual) of ngā hapū o Ngāti Porou;</p>

Term	Meaning
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~~iii. any group (whether past, current or future) within ngā hapū o Ngāti Porou;~~

~~iv. any individual (including a future or deceased individual) or group (whether past, current or future) that is based on descent from an ancestor or ancestors of ngā hapū o Ngāti Porou who exercised customary interests at any time during 1840,~~

~~that, but for the vesting of full legal and beneficial ownership of the public foreshore and seabed in the Crown by section 13(1) of the Act, ngā hapū o Ngāti Porou held territorial customary rights in respect of all or any part of ngā rohe moana o ngā hapū o Ngāti Porou; but~~

~~b. excludes a claim that any individual of ngā hapū o Ngāti Porou, or a hapū referred to in paragraph a of the definition of “ngā hapū o Ngāti Porou” (but excluding those hapū referred to in paragraph b.xii of that definition), may have that is, or is founded on, a right arising as a result of being an individual of a hapū, or being a hapū (as the case may be), that is not ngā hapū o Ngāti Porou.~~

3 GENERAL DEFINITIONS

3.1 In this deed, unless the context requires otherwise, each term listed below has the meaning given to it:

Term	Meaning
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1998 regulations	the Fisheries (Kaimoana Customary Fishing) Regulations 1998.
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accommodated	any of the activities, rights, interests, structures,
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Term	Meaning
matters	and practices set out in paragraphs 3.2 and 3.3 of schedule 5.
Act	the Foreshore and Seabed Act 2004.
activity	<p>a. an activity, use or structure the subject of an application; and</p> <p>b. an aquaculture activity; but</p> <p>c. excludes an aquaculture activity that was notified to a territorial customary rights hapū as part of an invited request that received permission.</p>
agreed wāhi tapu	the wāhi tapu agreed to be covered by the wāhi tapu instrument in accordance with paragraph 14.4 of schedule 2.
agreed wāhi tapu area	a wāhi tapu area agreed to be covered by the wāhi tapu instrument in accordance with paragraph 14.4 of schedule 2.
applicant	a person who has made, or proposes to make, an application or invited request (as the case may be).
application	<p>a. for the purposes of the conservation mechanism and the extended conservation mechanism:</p> <p>i. an application for a concession, authorisation or permit (as the case may be); or</p> <p>ii. an application for a marine reserve described in paragraph 10.2a of schedule 4; and</p> <p>b. for the purposes of the permission right, an application for resource consent described in paragraph 5.2a of schedule 4.</p>
aquaculture activities	has the meaning given in section 2(1) of the Resource Management Act 1991.
aquaculture	has the meaning given in section 2(1) of the

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Term	Meaning
management area	Resource Management Act 1991.
artefact	has the same meaning given to “ <i>taonga tūturu</i> ” in section 2(1) of the Protected Objects Act 1975 .
coastal marine area	has the meaning given in section 2(1) of the Resource Management Act 1991.
combined plan	has the meaning given in section 8078A of the Resource Management Act 1991.
common marine and coastal area	has the meaning given in section 9 (1) of the Marine and Coastal Area (Takutai Moana) Act 2011.
commercial marine mammal permit	a permit under the Marine Mammals Protection Regulations 1992 to view or come into contact with marine mammals.
concession	any lease, licence, permit or easement granted under: <ul style="list-style-type: none"> a. part 3B of the Conservation Act 1987: b. section 49 of the National Parks Act 1980: c. section 59A of the Reserves Act 1977: d. section 14AA of the Wildlife Act 1953.
consent authority	a. subject to paragraph b of this definition, has the meaning given in section 2(1) of the Resource Management Act 1991.; and b. for the purposes of part A of schedule 4 in respect of invited requests, means the regional council that issued the invitation under the Resource Management Act 1991.
conservation document	a national park management plan (as that term is defined in section 2 of the National Parks Act 1980), a conservation management strategy, or a conservation management plan (as those terms are defined in section 2(1) of the Conservation Act 1987).
conservation	the Conservation Act 1987 and the legislation listed

Term	Meaning
legislation	under schedule 1 to that Act.
conservation mechanism	the recognition instrument described in part G of schedule 2.
conservation protected area	a terrestrial, fresh water and/or marine area that is protected primarily for the purpose of conservation of natural resources and historical and cultural heritage by: <ol style="list-style-type: none"> the Conservation Act 1987: the Reserves Act 1977: the Wildlife Act 1953: the National Parks Act 1980.
contiguous land	has the meaning given in section 32(6) of the Act.
continuous title	has the meaning given in section 32(6) of the Act.
Court	in relation to any matter, a court having jurisdiction in relation to that matter in New Zealand.
Crown entity	has the meaning given in section 7(1) of the Crown Entities Act 2004.
Crown research institute	has the meaning given in section 2 of the Crown Research Institutes Act 1992.
<u>current resource consent</u>	<u>a resource consent as defined by section 87 of the Resource Management Act 1991 that has been granted and has not expired prior at the date of this deed as amended.</u>
<u>customary marine title area</u>	<u>has the meaning given in paragraph 3.7 of Schedule 6.</u>
customary rights order	has the meaning given in section 5 of the Act.
<u>customary marine title hapū governance entity</u>	<u>has the meaning given in paragraph 3.7 of Schedule 6.</u>

Term	Meaning
date of this deed	the date this deed is signed by the parties.
Deed	this deed, including the schedules and appendices.
Department	has the meaning given in section 2(1) of the Public Finance Act 1989.
Director-General	the Director-General of Conservation.
Discharge	has the meaning given in section 2(1) of the Resource Management Act 1991.
district plan	<ul style="list-style-type: none"> a. has the meaning given in section 2(1) of the Resource Management Act 1991; and b. includes any proposed plan.
effective date	the date that <u>the recognition legislation comes into force.</u> this deed has effect under paragraph 96.1 of schedule 8.
<u>effective customary marine title date</u>	<u>has the meaning given in paragraph 3.7 of Schedule 6.</u>
emergency activity	<p>any activity undertaken to prevent:</p> <ul style="list-style-type: none"> a. an actual or imminent danger to human health or safety; or b. a danger to the environment or to chattels so significant that immediate action is required to remove the danger; and <p>includes any activity authorised by legislation that relates to an activity described in paragraph a or b above, including:</p> <ul style="list-style-type: none"> c. a state of emergency declared under the Civil Defence Emergency Management Act 2002; d. a biosecurity emergency declared under section 144 of the Biosecurity Act 1993; e. a special emergency declared under section 49B of the Hazardous Substances and New

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Term	Meaning
	Organisms Act 1996:
	f. an emergency declared under section 136 of the Hazardous Substances and New Organisms Act 1996:
	g. a marine oil spill response under the Maritime Transport Act 1994:
	h. an emergency as defined in section 2(1) of the Fire Service Act 1975:
	i. an emergency works described in section 330 of the Resource Management Act 1991.
entity	a body corporate or unincorporated body such as a trust.
Environment Court	the court referred to in section 247 of the Resource Management Act 1991.
environmental covenant	the document of ngā hapū o Ngāti Porou that sets out their issues, objectives, policies and rules or other methods relating to those matters set out in paragraph 8.2 of schedule 2, as described in the environmental covenant instrument.
environmental covenant instrument	the recognition instrument described in part B of schedule 2.
existing	existing at the date of this deed <u>as amended</u> .
existing infrastructure work and its associated operations	a. an infrastructure work and its associated operations, as limited by section 107B(2) of the Resource Management Act 1991 , that was lawfully established before the date of this deed; and b. includes: i. any change to that infrastructure work and its associated operations made after the date of this deed so long as any significant adverse effect of the change on the or the relationship of

Term	Meaning
	<p>the territorial—customary—rights <u>recognised customary marine title</u> hapū with the environment in their territorial <u>customary rights—customary marine title</u> area will be, or is likely to be, the same or similar in character, intensity and scale to those effects (if any) that existed prior to the change; and</p> <p>ii. any maintenance work on, to or in respect of that infrastructure work and its associated operations, so long as any significant adverse effect of the maintenance work on the protected customary activity or the relationship of the hapū with the environment in their territorial—customary—rights <u>customary marine title</u> area is temporary in nature.</p>
extended conservation mechanism	the recognition instrument described in part D of schedule 4.
extended environmental covenant instrument	the recognition instrument described in part C of schedule 4.
extended fisheries mechanism	the recognition instrument described in part B of schedule 4.
fisheries bylaws	bylaws made under the fisheries regulations, as described in part B of schedule 4.
fisheries legislation	<p>legislation relating to the implementation of:</p> <p>a. the settlement described in the deed of settlement between Māori and the Crown dated 23 September 1992:</p> <p>b. the settlement of Māori claims to commercial aquaculture on or after 21 September 1992,</p>

Term	Meaning
	including <ul style="list-style-type: none"> c. the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992: d. the Māori Fisheries Act 2004: e. the Māori Commercial Aquaculture Claims Settlement Act 2004: f. the Fisheries Act 1996: g. regulations made under any of the above legislation.
fisheries management area	has the meaning given in Schedule 1 of the Fisheries Act 1996 . section 2 of the Fisheries Act 1983.
fisheries management committee	a committee established to manage customary fishing within ngā rohe moana o ngā hapū o Ngāti Porou, as described in paragraph 21.32a of part F of schedule 2.
fisheries mechanism	the recognition instrument described in part F to schedule 2.
fisheries regulations	the regulations referred to in paragraph 19.1 of part F to schedule 2.
fisheries resource	fish and aquatic life as defined in section 2(1) of, and managed and administered under, the Fisheries Act 1983 and fish and aquatic life as defined in section 2(1) of, and managed and administered under, the Fisheries Act 1996.
foreshore and seabed	has the meaning given in section 5 of the Act.
heads of agreement	the heads of agreement between Te Rūnanga o Ngāti Porou and the Crown dated 5 February 2008.
historical Treaty claim	every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the effective date) that ngā hapū o Ngāti Porou had at, or at any time before, the effective date, or may have at any time after the

Term	Meaning
	<p>effective date, and that:</p> <p>a. is, or is founded on, a right arising:</p> <p style="padding-left: 40px;">i. from te Tiriti o Waitangi/the Treaty of Waitangi, or its principles; or</p> <p style="padding-left: 40px;">ii. under legislation; or</p> <p style="padding-left: 40px;">iii. at common law (including in relation to aboriginal title or customary law); or</p> <p style="padding-left: 40px;">iv. from a fiduciary duty; or</p> <p style="padding-left: 40px;">v. otherwise; and</p> <p>b. arises from or relates to acts or omissions before 21 September 1992:</p> <p style="padding-left: 40px;">i. by or on behalf of the Crown; or</p> <p style="padding-left: 40px;">ii. by or under legislation.</p>
<p>Historic Places Trust Heritage New Zealand Pouhere Taonga</p>	<p>the New Zealand historic places board of trustees continued by section 40 of the Historic Places Act 1993. the entity established by section 9 of the Heritage New Zealand Pouhere Taonga Act 2014.</p>
<p>invited request</p>	<p>a request described in paragraph 5.2b of part A of schedule 4.</p>
<p>key public documents</p>	<p>regional policy statements, regional plans, regional coastal plans, district plans, and combined plans, and includes for the purposes of the statutory overlay:</p> <p>a. a conservation management strategy under the Conservation Act 1987; and</p> <p>b. a fisheries plan under the Fisheries Act 1996.</p>
<p>Land</p>	<p>has the meaning given in section 2(1) of the Resource Management Act 1991.</p>
<p>local authority</p>	<p>has the meaning given in section 5(1) of the Local Government Act 2002.</p>

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Term	Meaning
management arrangements	the management arrangements that are set out in <u>an Order in Council described in paragraph 1.2 4 or 4.5a.ii of schedule 7 or as provided for in an Order in Council as set out in paragraph 1.9 or 1.10 of schedule 7.</u>
management activities	activities requiring a resource consent, carried out by the Director-General or his or her agents within a marine reserve, that are necessary for the Director-General to carry out the purposes of the Marine Reserves Act 1971, including maintenance of signs and boundary markers, provision of mooring buoys, scientific research and management of invasive pests.
mandated signatories	<p>a. the persons who have signed this deed as a duly mandated signatory for ngā hapū o Ngāti Porou; or</p> <p>b. on the deaths or incapacity of any one or more of those individuals, the remaining individuals or individual.</p>
marine mammal	has the meaning given in section 2(1) of the Marine Mammals Protection Act 1978.
marine mammal matter	the bone, teeth and/or baleen of a dead marine mammal.
<u>mineral</u>	<u>any mineral (as that term is defined in section 2(1) the Crown Minerals Act 1991) that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act 1991 or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964.</u>
Minister	a Minister of the Crown.
national environmental standard	has the meaning given in section 2(1) of the Resource Management Act 1991.
national policy statement	a. has the meaning given in section 2(1) of the Resource Management Act 1991; and

- b. includes a New Zealand coastal policy statement (which, in turn, has the meaning given in section 2(1) of the Resource Management Act 1991).

new structure

~~any building, equipment, device, or other facility made by people and which is fixed to a territorial customary rights area, including any raft, and that does not exist on the effective date.~~

**New Zealand Geographic Board
Ngā Pou Taunaha o Aotearoa**

the board established under section 3 of the ~~New Zealand Geographic Board Act 1946~~ New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008.

ngā rohe moana o ngā hapū o Ngāti Porou

the ~~foreshore and seabed~~ common marine and coastal area within the rohe of Ngāti Porou, as further identified on the map in schedule 1, which extends from Pōtikirua in the north to Te Toka a Taiau in the south, and:

- a. includes the ~~territorial customary rights~~ customary marine title areas; but
- b. excludes:
- i. ~~any land that is, for the time being, subject to a specified freehold interest;~~
and
 - ii. for the purposes of the deed, the rohe of the hapū described in paragraph b of the definition of “ngā hapū o Ngāti Porou”.

Occupy

~~has the meaning given in section 2(1) of the Resource Management Act 1991.~~

Office of Parliament

has the meaning given in section 2(1) of the Public Finance Act 1989.

Parties

ngā hapū o Ngāti Porou and the Crown.

permission

the written permission of the ~~territorial customary rights~~ recognised customary marine title hapū to an ~~application or invited request.~~

permission right	the recognition instrument described in part A of schedule 4.
place names instrument	the recognition instrument described in part H of schedule 2.
plan	a. has the meaning given in section 2(1) of the Resource Management Act 1991; and b. includes any proposed plan.
pouwhenua instrument	the recognition instrument described in part I of schedule 2.
<u>privilege</u>	<u>in relation to any mineral, -</u> a. <u>has the same meaning as the definition of existing privilege in section 2(1) of the Crown Minerals Act 1991; and</u> b. <u>also means prospecting, exploration, and mining permits granted under that Act, and their associated mining operations (within the meaning of section 2(1) of that Act)</u>
proposed plan	has the meaning given in section 2(1) of the Resource Management Act 1991.
protected customary activities instrument	the recognition instrument described in part C of schedule 2.
protected customary activity	an activity, use, or practice that is agreed to be a protected customary activity in accordance with paragraph 11.3 of schedule 2.
public foreshore and seabed	has the meaning given in section 5 of the Act.
public notice	has the meaning given in section 2(1) of the Resource Management Act 1991.
recognised customary activity	has the meaning given in section 5 of the Act.
<u>recognised customary marine title hapū</u>	<u>has the meaning given in paragraph 3.7 of Schedule 6.</u>

recognition instruments	the instruments described in schedules 2 and 4.
recognition legislation	the legislation referred to in clause <u>940</u> of the deed and, where the relevant bill has become law, means, if the context requires, the Act resulting from the passing of that bill.
regional council	has the meaning given in section <u>5(1)</u> of the Local Government Act 2002.
regional coastal plan	a. has the meaning given in section 2(1) of the Resource Management Act 1991; and b. includes any proposed plan.
regional plan	a. has the meaning given in section 2(1) of the Resource Management Act 1991; and b. includes any proposed plan.
regional policy statements	a. has the meaning given in section 2(1) of the Resource Management Act 1991; and b. includes any proposed policy statement referred to in schedule 1 to the Resource Management Act 1991.
relationship instrument	the recognition instrument described in part E of schedule 2.
Resolution	the resolution of the territorial customary rights claims and the customary rights order claims under matters covered by this deed and the recognition legislation.
resource consent	has the meaning given in section 87 of the Resource Management Act 1991.
resource management issue	an issue that may be lawfully considered by a person exercising functions or powers under the Resource Management Act 1991.
<u>Responsible Minister</u>	<u>has the meaning given in section 9 of the Marine and Coastal Area (Takutai Moana) Act 2011.</u>
<u>sand</u>	<u>has the meaning given in section 2(1) of the Crown</u>

	Minerals Act 1991.
Schedule	a schedule attached to this deed, and includes any appendix attached to it.
specified freehold interest	has the meaning given in section 5 of the Act.
state enterprise	has the meaning given in section 2 of the State-Owned Enterprises Act 1986.
statement of position and intent	the statement of position and intent between Te Rūnanga o Ngāti Porou and the Crown dated 30 September 2005.
statutory overlay	the recognition instrument described in part A of schedule 2.
sustainable utilisation	the utilisation of fisheries resources while ensuring sustainability, as those terms are used in section 8 of the Fisheries Act 1996.
taonga tūturu	has the meaning given in section 2(1) of the Protected Objects Act 1975.
terms of negotiation	the terms of negotiation between Te Rūnanga o Ngāti Porou and the Crown dated 1 November 2004.
territorial authority	has the meaning given in section 5(1) of the Local Government Act 2002.
territorial customary rights	has the meaning given in section 32 of the Act.
territorial customary rights recognition agreement	the agreement between the parties under section 96 of the Act that is set out in schedule 3.
territorial customary rights area	that area in relation to which an Order in Council described in paragraph 4.4c of schedule 6 or paragraph 9.2b of schedule 8 has come into force.
territorial customary rights hapū	a group in relation to whom an Order in Council described in paragraph 4.4c of schedule 6 or paragraph 9.2b of schedule 8 has come into force.
te Tiriti o	has the same meaning as the term “Treaty” in

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Waitangi/the Treaty of Waitangi	section 2 of the Treaty of Waitangi Act 1975.
wāhi tapu	has the meaning given in section <u>62</u> of the Historic Places Act 1993 <u>Heritage New Zealand Pouhere Taonga Act 2014</u> .
wāhi tapu area	has the meaning given in section <u>62</u> of the Historic Places Act 1993 <u>Heritage New Zealand Pouhere Taonga Act 2014</u> .
wāhi tapu instrument	the recognition instrument described in part D of schedule 2.
Waitangi Tribunal	the Waitangi Tribunal established under section 4 of the Treaty of Waitangi Act 1975.
wildlife	a. has the meaning given in section <u>2(1)</u> of the Wildlife Act 1953; but b. excludes any wildlife to the extent that it is, for the time being, specified in schedules 1 and 5 of the Wildlife Act 1953.
wildlife matter	any body or body part of dead wildlife.
working day	has the meaning given in section <u>2(1)</u> of the Resource Management Act 1991.

4 INTERPRETATION

- 4.1 In the interpretation of this deed, unless the context otherwise requires:
- headings appear as a matter of convenience and are not to affect the interpretation of this deed; and
 - where a word or expression is defined in this deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings; and
 - “including” and similar words do not imply any limitation; and
 - the singular includes the plural and vice versa; and
 - words importing one gender include the other genders; and
 - a reference to:

- i. a clause or schedule is to a clause or schedule of or to this deed; and
 - ii. a paragraph, part or appendix in a schedule means a paragraph or part of, or an appendix to, that schedule; and
 - iii. despite paragraph 4.1f.i, a clause in a relationship instrument means a clause in that relationship instrument; and
- g. a reference to:
- i. legislation includes a reference to that legislation as amended, consolidated or substituted; and
 - ii. a party in this deed, or in any other document or agreement under this deed, includes that party's permitted successors; and
 - iii. any document or agreement, including this deed, includes a reference to that document or agreement as amended, novated or replaced from time to time; and
 - iv. "*written*" or "*in writing*" includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form; and
 - v. a person includes an individual, an entity, a corporation sole and a body of persons, whether corporate or unincorporate; and
 - vi. a consent authority, local authority, regional council, or territorial authority means any authority or council (as the case may be) of a region or district that contains, or is adjacent to, all or any part of ngā rohe moana o ngā hapū o Ngāti Porou; and
 - vii. the Crown endeavouring to do something or to achieve some result means reasonable endeavours to do that thing or achieve that result but, in particular, does not oblige the Crown or the Government of New Zealand to propose for introduction any legislation, except where this deed requires the Crown to introduce recognition legislation; and
 - viii. any document as set out in, or on the terms and conditions contained in, a schedule or appendix includes that document with such amendments as may be agreed in writing between ngā hapū o Ngāti Porou and the Crown; and

- ix. a date on or by which something must be done includes any other date that may be agreed in writing between ngā hapū o Ngāti Porou and the Crown; and
- x. time is to New Zealand time; and
- xi. the recognition legislation including a provision set out in this deed includes that provision with any amendment:
 - A that is agreed in writing between ngā hapū o Ngāti Porou and the Crown; and
 - B that results in a provision that is similar to that provided in this deed and does not have a material adverse effect on either of the parties; and
- xii. a particular Minister of the Crown includes any Minister of the Crown who, under authority of any warrant or with the authority of the Prime Minister, is for the time being responsible for the administration of the relevant Act or matter; and
- h. an agreement on the part of two or more persons binds each of them jointly and severally; and
- i. where the management arrangements are established by trust deed, references to the management arrangements include a reference to the trustees appointed (from time to time) under the trust deed in their capacity as trustees; and
- j. where a clause or paragraph includes a preamble, that preamble is intended to set out the background to, and intention of, the clause or paragraph, but is not to affect the interpretation of the clause or paragraph; and
- k. where something is required to be done by or on a day which is not a working day, that thing must be done on the next working day after that day.