

**MANIAPOTO**

and

**TE NEHENEHENUI**

and

**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:  
DOCUMENTS**

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**1. MANIAPOTO VALUES, PROTECTION PRINCIPLES AND  
DIRECTOR-GENERAL OF CONSERVATION ACTIONS**

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**1. MANIAPOTO VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION ACTIONS**

**Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak**  
(as shown on deed plan OMCR-049-02).

***Maniapoto values***

Near Maniaiti/Benneydale

The Pureora Forest Park is a place that has many significant cultural and historical sites associated with Ngāti Maniapoto.

The park includes the iconic and tapu Pureora Maunga. The mountain's full name is Pureora o Kahu meaning "the Recovery of Kahu". According to the local Ngāti Rereahu people, the mountain is named after the ancestor Kahupekerere (also referred to by others as Kahurere, Kahupeka or Kahukeke), a chiefly woman who was healed by the sacred waters of the punawai or spring located just below the summit of the mountain. The spring was named Waimiha o Kahu after the ceremonial healing ritual called "Purea i te Wai" or purification by the water, which was performed there by the tohunga. At the summit, the ritual termed "Purea i te Hau" or "purification by the wind" was performed. Waimiha means, "water ritual" with a "Miha" being the actual blessing process or karakia performed with the spring water.

To the north in the Rangitoto Range is the prominent maunga Ranginui. Oral tradition tells of Tarapikau who was the rangatira of the patupaiarehe and who lived on the Rangitoto Range among other places. He came into conflict with the patupaiarehe Ruatāne who had seized a woman of Ngāti Matakore at Pāmotumotu, north of the Rangitoto Range. He carried her off to his home on the highest peak of Te Aroha mountain. When Tarapikau learned of this he assembled a war party and led a successful rescue. This was the beginning of a conflict between the two tribes of patupaiarehe but the Rangitoto tribe was too many and Ruatāne eventually retired to Te Aroha. One day, however, he gazed far across the plains to the south, towards the Rangitoto mountains, to Ranginui and saw Tarapikau sitting on a branch of a great tōtara tree standing on the summit. He launched a kōpere or a burning spear-dart at Tarapikau who saw it coming and evaded it. The kōpere, nevertheless, set the branch ablaze, partly burning it. The burnt branch is known by the name 'Te-Kōpere-a Ruatāne'. So ended the fighting between the two chiefly patupaiarehe. It is said there are three chiefly taonga or treasures of patupaiarehe on the Rangitoto Ranges: red flax, red-haired pigs and red eels in the streams.

The Pureora Forest Park was a well-populated area in times of old and contained many pā and kāinga. Ngā Herenga was the kāinga where the ancestor Rereahu died and where his children gathered to farewell him. It was also here that two of those children, Maniapoto and Matakore, quarrelled about the taking of pigeons from the tree known as Pikiariki. The dispute was resolved and a pou whenua was placed in the ground to mark the boundary of Matakore and Maniapoto.

There were also several kāinga and pā at Ketemaringi which was also home to an abundance of rich birdlife. Birds came from the east and west to forgather at Ketemaringi. Toreangina was a pā at Ketemaringi while kāinga included Pehitohu, Putatieke, Kawauriki and Rahipungapunga. The latter was also a burial ground.

Piropiro near the Ōngārue River was another area occupied with extensive mahinga kai. Between Piropiro and Ketemaringi were the Whenua Tupu and Hauhungaroa wetlands which in times of old, were an important source of eels and other native fisheries.

There are several waterways that run through the Pureora Forest Park such as the Ōngārue River and the Mangakōkatoaea Stream. In the southern reaches of the park is the Mangakahu or Mangaokahu Stream. It along with other waterways provided a daily supply of water and food. The Mangakahu Valley itself was the site of several kāinga and pā including Ōtūtewehi which was

**1. MANIAPOTO VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION ACTIONS**

built by the renowned rangatira Te Kanawawhatupango. It was a natural fortress perched on a cliff beside the Mangakahu Stream and at one point was a stronghold for Ngāti Urunumia.

***Protection Principles***

The following Protection Principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of, Maniapoto values related to Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak:

- (a) protection of wāhi tapu, indigenous flora and fauna and the wider environment within Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak;
- (b) recognition of the mana, kaitiakitanga and tikanga of the descendants with regard to Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak;
- (c) respect for Maniapoto tikanga within Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak;
- (d) encouragement of respect for the association of Maniapoto with Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak;
- (e) accurate portrayal of the association of Maniapoto with Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak; and
- (f) recognition of the relationship of Maniapoto with the wāhi tapu and wāhi whakahirahira.

***Director-General actions***

Pursuant to clause 5.4.4 of the deed, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the protection principles:

- (a) Department of Conservation staff, contractors, conservation board members, concessionaires and the public will be provided with information about Maniapoto values and the existence of the overlay classification and will be encouraged to respect the association Maniapoto have with Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak;
- (b) the Department of Conservation will work with Maniapoto on the design and location of new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (c) the public will be informed that the removal of all rubbish and wastes from Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak is required;
- (d) Maniapoto association with Part of Pureora Forest Park which falls within the area of interest, including Pureora Peak will be accurately portrayed in all new Department of Conservation information and educational material;
- (e) the governance entity will be consulted regarding the provision of all new Department of Conservation public information or educational material, and the Department of Conservation will only use Maniapoto cultural information with the consent of the governance entity;

**1. MANIAPOTO VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION ACTIONS**

- (f) significant earthworks and disturbances of soil and/or vegetation will be avoided wherever possible;
- (g) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, the governance entity will be consulted and particular regard will be had to their views, including those relating to kōiwi (human remains) and archaeological sites; and
- (h) any kōiwi (human remains) or other taonga found or uncovered by the Department of Conservation will be left untouched and the governance entity will be informed as soon as possible to enable Maniapoto to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law.

**Whareorino Conservation Area** (as shown on deed plan OMCR-049-03).

***Maniapoto values***

Near Waikawau

Ngāti Maniapoto has a long association with the Whareorino area dating back to the time of Hoturoa, the commander of the Tainui waka. It was at Whareōrino that Hoturoa came across the footprints of the estranged Rakatāura. Rakatāura was the priest of the Tainui waka. They were both exploring the new land following a dispute between them. When Hoturoa saw the footprints of Rakatāura, it eased his antagonism so much that when they met again, they both wept.

The mountain Whareōrino is an iconic geographic feature of Ngāti Kinohaku identity and the site of a pā also known as Whareōrino. Ngāti Peehi and Ngāti Te Kanawa also have a strong association with the Whareōrino area.

The Whareorino Conservation Area is dominated by the Herangi Range. The dense forest providing local hapū with an abundance of birdlife, evidenced by such place names as Te Pae Manu a Pūkauae, Ōtukākāriki and Ruakākā.

***Protection Principles***

The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Maniapoto values related to, Whareorino Conservation Area:

- (a) recognition of Maniapoto as kaitiaki over the Whareorino Conservation Area;
- (b) recognition and respect for Maniapoto mana, kaitikaitanga, and tikanga in respect of the Whareorino Conservation Area;
- (c) protection of indigenous flora and fauna and waters within Whareorino Conservation Area;
- (d) protection of wahi tapu within Whareorino Conservation Area;
- (e) encouragement of, respect for, and recognition of the association of Maniapoto with Whareorino Conservation Area; and
- (f) accurate portrayal of the association of Maniapoto with Whareorino Conservation Area.

**1. MANIAPOTO VALUES, PROTECTION PRINCIPLES AND DIRECTOR-GENERAL OF CONSERVATION ACTIONS**

***Director-General actions***

Pursuant to clause 5.4.4 of the deed, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the protection principles:

- (a) Maniapoto association with Whareorino Conservation Area will be accurately portrayed in all new Departmental information, signs and educational material about the area;
- (b) the Department of Conservation will engage with Maniapoto regarding all new Department of Conservation public information, education material and signs regarding Whareorino Conservation Area and will only use Maniapoto cultural information relating to the Whareorino Conservation Area with the consent of Maniapoto;
- (c) Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Maniapoto values in relation to Whareorino Conservation Area and will be encouraged to recognise and respect Maniapoto association with the area including their role as kaitiaki;
- (d) Maniapoto will be consulted regarding any proposed introduction or removal of indigenous species to and from Whareorino Conservation Area;
- (e) significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Maniapoto will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites; and
- (f) any kōiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Maniapoto to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the kōiwi or other taonga will also be subject to any procedures required by law.

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**2. STATEMENTS OF ASSOCIATION**

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## 2. STATEMENTS OF ASSOCIATION

**Statements of Association (Statutory Acknowledgement):****1. Coastal statutory acknowledgment area (as shown on deed plan OMCR-049-04)****Extends from Waipīngao Stream to the mouth of Kāwhia Harbour**

The coastal area which runs from the Waipīngao Stream to Kāwhia Harbour is rich in Ngāti Maniapoto and Tainui waka history. Ngāti Maniapoto held extensive knowledge of the coast, its reefs, its fishing beds, its rocks, pā, kāinga, wāhi tapu and other places. This knowledge dates back to the Tainui waka which traversed these waters, leaving its anchor at Mōkau before ending its journey at Kāwhia where it is buried at Maketū.

Subsequent generations also travelled the coastline either by waka or by coastal tracks. There were tracks from Kāwhia to Marokopa via Te Maika, Te Tahāroa, and Te Ahuahu. There were also tracks from the interior that brought the people to the coast, often on seasonal fishing expeditions. Tihimānuka is a track between Taumarunui and Katikatiaka Pā situated near Parininihi. From Marokopa, another track crossed the forest ranges into the Waipā Valley and came out near Ōtorohanga.

There were many pā, kāinga and wāhi tapu scattered along the coastline. The rugged coast, dominated by cliffs, meant there were exceptional places for defensive pā and places of refuge. Te Kawau Pā was an island pā which Ngāti Maniapoto occupied after the fight at Tihimānuka around 1822. Te Puia and Rerewaka Pā were pā at Mōkau, occupied by Ngāti Maniapoto after the battle of Ngātaiparirua. Other pā around Mōkau included Te Hōrū, Te Mangaeo and Māniaroa. Rangitoto was one of several pā at Awakino. Pāokauwaho and Ōtumatua were pā at Nukuhākari Bay while further north was Puketoa, a pā on the southern side of the Marokopa River estuary occupied during the fishing season. Harihari was a kāinga of the illustrious Ngāti Maniapoto rangatira, Haupōkia Te Pakaru. At Kāwhia there were many pā, including Te Arawī which was besieged by Ngāti Maniapoto and another iwi before its chief and his people were able to migrate south. Other pā in the region included Taungatara, Takatahi and Te Ahuahu, the latter an ancient pā that protected the kūmara gardens and now the site of Te Waitere village.

There were fishing grounds all along this coastline. The boundary point of Wahanui 20 miles out to sea from the Waipīngao Stream, and deemed part of the Rohe Pōtae, was to protect the customary fishing grounds of Ngāti Maniapoto.

At the Mōkau River Heads, in days of old, the mauri of the fisheries in the form of the historic punga or mooring stone of the Tainui waka lay on the beach. At Te Naenae, tāmure, kahawai and other fish were placed as offerings to Tangaroa. The area was known for its mussel reefs, including that known as Kowhatututae. There was another popular one near the Mōhakatino River. These mussel reefs attracted people from inland as far as Taumarunui and Te Kūiti.

Further north, the Kāwhia Harbour and its various inlets were particular waters of abundance with some important fishing grounds. The banks of Tāoro, Tūhingarā, Toreparu, Ōtaroi, Hākaha, Te Wharau, Tāhunaroa, Te Maire, and other places, were all pipi shellfish grounds. Tarapikau is a sandbank where the pūpū shellfish was collected. There were appointed places where certain fish were taken. Koutu-kōwhai was a place where whai (stingray) abounded. Mangō (sharks) and tāmure (snapper) were fished and bought ashore at Te Umuroa, at Te Ōhau, at Whangamumu, and other sites around the Kāwhia Harbour.

Elsewhere along the coastline, there were many other significant fishing sites located around reefs. Piritoka reef is off Tīrua Point and was a favourite fishing place for those who

**2. STATEMENTS OF ASSOCIATION**

occupied the pā and kāinga around Nukuhākari Bay and Moeātoa. Poutama was a famous mussel reef a little offshore and just to the south of the Mōhakatino River.

Waka were launched from designated sites such as Te Rua Taniwha in the Poutama region. Piopio and Ōinutai, north of the Awakino River mouth were other examples of launching sites.

Taniwha protected many of these reefs and other waters. The taniwha Rua Kura Moana Kiwa, Kupe Moana Kiwa and Te Rauparaha Moana Kiwa occupied the reefs around Marokopa. Some fifteen taniwha dwell in those waters at Te Māhoe near the Waiharakeke inlet of the Kāwhia Harbour. Collectively they are known as Ngāi-te-heke-o-te-Rangi. Rākei was a taniwha who lurked near Kaitangata Point beyond Kiritehere in a partially submerged cave. There were many other taniwha along this coastline.

Both Kāwhia and Mōkau were key sites of trade for Ngāti Maniapoto after the arrival of the European. Ngāti Maniapoto vessels operating from these waters included the Rere-wiki, Parininihi, Rē-wini and Aotearoa.

The coastal area of Ngāti Maniapoto remains a key geographical feature of the tribal identity and domain of the iwi.

**2. Huioteko Scenic Reserve (as shown on deed plan OMCR-049-05)**

**Near Āria**

The Huioteko River flows through the Huioteko Scenic Reserve, one of the traditional fishing waters of the Ngāti Te Paemate and Ngāti Waiora hapū. There were pā-tuna situated on the river where tuna, piharau, īnanga, kōura, freshwater pipi, mussels whitebait, elvers, and kokopū were fished. Many generations of Ngāti Te Paemate and Ngāti Waiora observed the migration of the tuna from the Huioteko River back to sea. There is archaeological evidence of pā in the area, one to the northwest of the Huioteko Scenic Reserve, the other to the south-east. Local knowledge also talks of a track that ran through the area to Mōkau.

**3. Hutiwai Conservation Area (as shown on deed plan OMCR-049-06)**

**Near Mōkau**

The Hutiwai Conservation Area is part of that wider area south of the Mōkau that has a rich Ngāti Maniapoto history and, in particular, records the tribe's relationship with the neighbouring iwi on this part of its southern rohe. It was an area of both conflict and settlement. Given the rough interior, the people naturally settled around the mouth of the Tongapōrutu River to take advantage of access to the coastal waters and its bounty. The southern headland was guarded by an island named Pā Tāngata which was once a bastion of defence. There was also the small conical hill pā of Pou o te Hia (the pole belonging to Hia) on the northern reaches of the river. It is also the place where, according to Ngāti Maniapoto oral history, a pou whenua or land marker post was once erected to mark its southern boundary. On the southern side of the river stands Puketapu (sacred hill), a ridge-top pā that has a long history of occupation. From here the people travelled into the Hutiwai Conservation Area via the Huitiwai Stream to snare birds and to obtain other resources that the forest had to offer.

## 2. STATEMENTS OF ASSOCIATION

## 4. Kakepuku Mountain Historic Reserve (as shown on deed plan OMCR-049-08)

**Near Te Māwhai**

Kakepuku is an ancestral mountain steeped in the traditions of Ngāti Maniapoto and Tainui waka. One account of Ngāti Maniapoto attributes nearby Te Kawa mountain as the husband of Kakepuku, he having fought Puketarata and Kārewa (Kārewa/Gannet Island) for her love. It is said that the annual migration of the eels, or heke tuna, was marked when the autumn mists of the summit of Kakepuku mingled with those of her lover Te Kawa. The people knew that the tuna had begun to flow and made their way to their pā tuna to harvest the eels.

According to Ngāti Unu, the full name of Kakepuku is 'Kakepuku-te-rerenga-o-Kahurere'. Ngāti Unu state that following the death of her husband Uetapu, Kahurere set off in search of her son Rakamaomao naming on the journey several significant mountains and other features. Other accounts claim Kahurere, also referred to as Kahukeke or Kahupeka, was the daughter of Hoturoa, the captain of the Tainui waka, who married Rakatāura, the principal tohunga of that waka. It is said that Rakatāura named Kakepuku-o-Kahu and other geographical landmarks for his wife during the course of their journey of exploration inland.

Over the centuries there have been many tribes who have settled for periods on the slopes and in the shadow of Kakepuku. These included Ngāti Kahu (descendants of Ngāti Kahupungapunga being the original people), Ngāti Unu, Ngāti Mōtai, Ngāti Makahori, Te Rahopupuwai, Ngāti Ngutu ki Kōhatu-tapu, the ancestors of Ngāti Ngā Waero and others. A small remnant of the original iwi remains and gains strength through association with the collective of identities that is Ngāti Maniapoto.

There are a number of known pā and kāinga on and around Kakepuku. One of these was Hikurangi Pā Tirohia. Its earthworks can still be seen today on the northern rim of the summit. It was so named because it could only be gazed upon and never taken in battle. Other pā on the summit were Te Tokatoka and Omāngo. Other pā or kāinga around the maunga included Torerewa (or Totorewa), Ariki-tū-rere (or Ariki-tī-rere), Mangahuka, Ōngaru, and Kōhatu-Tapu. At the base of the mountain on the northern side was the old Pokuru settlement. Onepaka (Honipaka) was a kāinga at the base on the western side by the Waipā River. There were also large gardens at the foot of the mountain at Mangamāhoe, Kakepuku of course being rich in volcanic soil. Te Wai-Whakaata-o-Karoro was a stone feature on Kakepuku used for ceremonial purposes. There are also special waters of cleansing and healing on Kakepuku.

Kakepuku is an important geographical point of identity for the hapū in the northern reaches of Ngāti Maniapoto tribal territory, but in particular the descendants of the great leader, Unu and his wife Hinemārama of Ngāti Kahupungapunga fame.

*Ko whea? Ko whea tērā maunga e tū mai rā?*

*Ko Kakepuku!*

*What is yonder mountain soaring high above us?*

*'Tis Kakepuku!*

## 2. STATEMENTS OF ASSOCIATION

**5. Kahuwera Scenic Reserve (as shown on deed plan OMCR-049-07)****Near Piopio**

Ngāti Maniapoto has a long association with the mountain Kahuwera and the surrounding area. It remains an important geographical marker of identity for several Ngāti Maniapoto hapū in the locality. They include Ngāti Paretekawa and Ngāti Rahurahu from Napinapi marae, and the Ngāti Waiora people of Mōkau Kōhunui marae.

Kahuwera was the site and the name of a whare wānanga established by Hiaroa, one of the tohunga or priests on the Tainui waka and an ancestor particularly recorded in Ngāti Maniapoto whakapapa. Kahuwera was for many generations one of four main whare wānanga or houses of learning of the descendants of Tainui waka.

According to some within Ngāti Maniapoto, the mountain Kahuwera was the residence of patupaiarehe or fairy-like people and the abode of the sacred god, Uenuku. Uenuku was called upon during times of war. Tribal oral tradition also speaks of a comet that flies over Kahuwera in the direction of Marokopa. Tūkaiteuru is the name of that comet.

Hiaroa mentioned above was the guardian of the mauri of manu, or birdlife brought on the Tainui waka. It was at Kahuwera that he secreted the mauri in the forest to ensure an abundance of birds. When Ngāti Maniapoto hosted the great Waikato ariki, Pōtatau Te Wherowhero at Ōrongokoekoeā, hapū from throughout the area made contributions of local delicacies. Ngāti Te Paemate of Kahuwera (and Aorangi), in particular, are recorded as bringing the berry-fattened tūī.

Such abundance of birdlife along with the Mōkau River and its tributaries that ran below the mountain meant Kahuwera was an area well occupied by successive generations of Ngāti Maniapoto. Among them included the local rangatira Te Whaaro Kaitangata and Wahanui himself. Wahanui had a kāinga or residence at the base of Kahuwera on the Mangakōwhai Stream named after that waterway.

There is a significant burial cave atop of Kahuwera which contains many remains but has long since been closed up.

**6. Part Matakana Conservation Area (area linked to Te Puta Spring) (as shown on deed plan OMCR-049-14)****Near Waitomo**

The Matakana Conservation Area, including that particular part linked to Te Puta Spring, is steeped in Ngāti Uekaha, Ngāti Ruapūtahanga and Ngāti Te Kanawa (hapū of Ngāti Maniapoto) history. The spring or puna was a particular place of healing. The Matakana area was an important source of water and rongoā for those hapū. It was also sacred to them being the home of their pataupaiarehe. Pōhatuiri (also known as Parahaumiti) is the name of the local marae neighbouring the conservation area. The people there in times of old left kai outside the wharenuī for the patupaiarehe, this being an important tikanga for them. Other surrounding pā and kainga in times of old whose occupants utilised the resources of the Matakana bush included Horotea, Ōwhawhe, Ōhinetemaire and Rangiāhua. Rangiāhua was the ancient pā of the prominent ancestor, Uekaha who also lived in a cave in the vicinity.

## 2. STATEMENTS OF ASSOCIATION

**7. Mangapohue Natural Bridge Scenic Reserve (as shown on deed plan OMCR-049-12)****Near Waitomo**

Mangapohue Natural Bridge Scenic Reserve is one of several features in the area of significance to Ngāti Toa-Tūpahau. It is said that Ruamoko and Hine Hururoa lived at the Mangapōhue natural bridge. They were rangatira of the area in days of old. Nearby on the hill Puketutu was the pā, Te Koipō (also possibly known as Puketutu). Te Koipō was a bush retreat of the Ngāti Waipari hapū of Ngāti Kinohaku and used on their bird snaring expeditions.

**8. Marokopa Falls Scenic Reserve (as shown on deed plan OMCR-049-13)****Near Marokopa**

The Marokopa Falls Scenic Reserve and the surrounding area is rich in Maniapoto history and tradition. According to Ngāti Toa-Tūpahau, the falls themselves are known as Haruruana Te Wairua o Waiora. There is a taniwha at Haruruana Te Wairua o Waiora which protects the waters around the falls. It is one of several taniwha that inhabit the Marokopa River.

The woman of rank Hine Hururoa is associated with the falls. She is said to have wept the waterfall into existence because her people were without water. Her tears ensured that there was water for the generations to come.

The Marokopa Falls Scenic Reserve includes the meeting of the Marokopa and Tawarau waters. The waters are renowned for their healing qualities and the medicinal plants found in the surrounding forest. One such place of healing was Rongomai te Kakara, a rock once located on the bank of the Tawarau River. The many special plants which grew on it provided rongoā or Māori medicines. Next to Rongomai te Kakara is Tangitangi, a big waterfall of which it is said, 'Tangitangi haere te wai'. According to local tradition, Rongomai te Kakara would often cause the river to flow strongly, resulting in the tangitangi, or roar from the waterfall. An extraordinary roar from Tangitangi signalled there had been a death in the family or a new baby had been born.

There are also other significant sites near the reserve. Not too distant from the Marokopa Falls along the Tawarau River is Raumoko, a large rock on a crest that looks like a face. Raumoko is a female ancestor who was consulted by tohunga in regards to the propriety of candidates for tā moko. Tangiwai is a waterfall that comes directly out of Raumoko. It was a place where women would give birth and care for themselves during menstruation. It was also where the local people, such as those from the nearby Puketutu Pā, would cleanse their body of ailments. Warriors too would wash in these waters following a battle. Tangiwai dropped down the rock face and became Kimiora Stream. Kimiora Stream ran underground and came out again at another large rock called Ruamoko, on the bank of Tawarau River. Hence it is said, Raumoko ki runga, Ruamoko ki raro' or Raumoko above, Ruamoko below.

*Ka rere ki Tawarau  
Ki ngā hīnga ki raro  
Ngā tai o ngā here ki waho  
Raukura Moana*

## 2. STATEMENTS OF ASSOCIATION

**9. Moeatoa Scenic Reserve (as shown on deed plan OMCR-049-15)****Near Marokopa**

The Moeatoa Scenic Reserve is an area of historical significance. A key feature is the maunga or mountain Moeātoa itself. Ngāti Maniapoto tradition recalls that Hoturoa and Rakatāura, having arrived to this land aboard the Tainui waka, built a tūāhu or altar at Moeātoa. They called it 'Te Tūāhu-a-Rakatāura-rāua-ko-Hoturoa'. When the children of Rakatāura grew up, he sent them to occupy various areas. His son Tūhianga was sent to Moeātoa.

It was also at the Moeātoa Cliffs that a fleeing Ruapūtahanga (from the Aotea region) appealed to a pursuing Whatihua (a descendent of Hoturoa) to abandon the chase and return to his home at Kāwhia. The tide was in, and the surge of the ocean into its mighty cliffs was relentless. While Ruapūtahanga had managed to make the crossing in desperation, she warned Whatihua 'E hoki i konā! Ka mate koe i te whāinga mai ki taku hika tau kē' (Go Back! You will die in your pursuit of my body now set apart). He was reminded that the tides of Rākei-mata-taniwha would engulf him, a reference to the rua or cavern that was the lair of the taniwha, Rākei. Rākei would wait for the tide to rise enough to allow him to occupy the cavern to await an unwary traveller. Whatihua heeded the warning and abandoned the chase.

There are several pā recorded in the area along with associated evidence of occupation. Many gathered at the ancient pā Matapari and Ōtaranga, located on the cliff high above the sea on the northern shoulder of Moeātoa. Ōtūmatua and Pāōkauwaho were two other pā nearby, situated to the south of Moeātoa at Nukuhākari Bay. The rich fishing grounds and the fertile valleys at Nukuhākari Bay provided the people with a ready supply of food.

Ngāti Toa-Tūpāhau has strong associations with this area, their ancestor Tūpāhau dwelling in the area at one point. It is also here that many of their relatives gathered before migrating south in the early 1820s. A fire was lit at the time on the top of Moeātoa to alert the Ngāti Maniapoto chief, Te Rangitūātea, of their departure. Te Rangitūātea had assisted their escape from Ngāti Maniapoto forces. The remains of that fire could still be found in the early 1900s.

Today the Moeātoa peak provides a key geographical reference for the identity of the peoples of Marokopa marae.

**10. Mohakatino Conservation Area (as shown on deed plan OMCR-049-16)****Near Mōkau**

The Mohakatino Conservation area is within the general Mōkau Mōhakatino area which was for a long period a contact zone between Maniapoto and its southern neighbour. It was an area of interaction where whakapapa intermingled but also where, at times, there was friction and conflict. Maniapoto was involved in key battles here in the early 1800s, including the battle in nearby Ngātaiparirua.

The Mohakatino Conservation Area's northern boundary is nearby and at points, touches the Mōkau River. There were pā and kāinga scattered along this river. One such kāinga was Panirau which was located within the Mohakatino Conservation Area and provided the inhabitants access to an abundance of bird life including waterfowl, kererū, kākā, and kiwi. The Panirau Stream, part of the northern boundary of the conservation area, provided the local people with a supply of eels and other fisheries. One such pā-tuna, located on the Panirau Stream, was named Tōtara-tūpau.

2. STATEMENTS OF ASSOCIATION

On the southern boundary of the Mohakatino Conservation Area is Tawhitiraupeka. Tawhitiraupeka is a hill that was part of a track traversed by war parties making their way to Whanganui.

**11. Mahoenui Conservation Area (as shown on deed plan OMCR-049-11)**

**Near Māhoenui**

Mahoenui Conservation Area and the general Māhoenui area is of historical significance to Ngāti Maniapoto. There was significant settlement here. The Māhoenui village was still well occupied into the early 20th century. Māhoenui people grew wheat, maize, and all manner of other crops, and ground the wheat into flour in their water mill. Māra-pua was a local mahinga kai, or māra kai used for the cultivation of seedlings. The rivers of the Māhoenui area provided sustenance to the people by way of food, cleansing and spiritual healing. Pā tuna were erected at local places such as Kaiwaka to catch the silvery eels that the area was known for. Kaiwaka was also a canoe landing place and a key part of the river transport system, making it possible for those of Māhoenui to maintain strong links with their coastal relatives. It was also a place of refuge for those coastal Māori during times of conflict with those to the south. High on the northern side of the Awakino River, north-east of the village of Māhoenui, stood Hukarere Pā which was of great natural strength. Local caves were burial sites. Human remains have been rediscovered there in modern times and reburied.

Some of the significant ancestors of that land in their time were Hinehape and Tūakōurā, Paiariki, Te Keepa and Whaaro Kaitangata. It was also the home of Te Rangituataka who at the end of 1903, gathered the Ngāti Maniapoto people to discuss their circumstances as an iwi in this new century. The result was the drafting of Te Kawenata o Maniapoto which espoused tribal unity and the maintenance of Ngāti Maniapoto identity and traditions.

Finally, Māhoenui is also well known for a population of rare giant wētā known as the Māhoenui Wētā, endemic to the area. These and other local indigenous species such as tuna, īnanga, giant kōkopu, banded kōkopu, and kōaro are considered important to the natural heritage and cultural landscape of Ngāti Maniapoto.

**12. Mokau River Scenic Reserve (as shown on deed plan OMCR-049-17)**

**Near Mōkau**

The Mokau River Scenic Reserve is an area of spiritual, cultural and historical significance to Ngāti Maniapoto. The Mōkau River itself was a major highway and a significant link between the northern regions of the rohe of Ngāti Maniapoto and Taranaki to the south. In times of old, the area about the reserve was a key borderland between Ngāti Maniapoto and its southern neighbours. As such, it was a critical focal area for the defence of Ngāti Maniapoto territory.

The section of the Mōkau River which abutted the reserve was particularly navigable for large waka. The area was heavily settled with pā and kāinga on its river banks. One pā located in the reserve was the ancient Rangikōhua. It is said to date back some 800 years. A little further on was Pātokatoka, a shallow cave situated in the face of the bluff. That cave was the abode of the ancestor Paepipi.

Further on again was Tawariki Pā. Below it was a cave which provided a subterranean route to Ōhura. There were specific seasonal campsites for particular activities such as birding, eeling, canoe-building etc. The people would also make their way to the mouth of the Mōkau River for seasonal fishing expeditions.

2. STATEMENTS OF ASSOCIATION

The bounty of the Mōkau River valley was an abundant source of food. In previous times the Mōkau River valley supplied eels, freshwater crayfish and spawning piharau (lamprey eel). The adjacent forests and swamps were home to a variety of birdlife including waterfowl, kererū, kākā and kiwi as well as timber, flax and other resources. In post-European contact times, there were significant cultivations of potatoes, maize, tobacco and flax growing in the fertile ground around the Mōkau River.

While the milling of timber was a key feature of Māori-Pākehā economic activity, many of the logs along the river were considered tapu, and manifestations of taniwha. Te Kauri is the name of one such taniwha who manifests as a tōtara log and travels along the Mōkau River.

Tikanga Māori prevailed well after the arrival of Europeans. In 1845 the area was declared tapu to any trade by the great Maniapoto chief, Taonui Hīkaka I. In 1854, his son Te Kuri and another chief, Te Kākā declared the river tapu.

**13. Ngā Wai o Maniapoto (all named waterways as shown on deed plan OMCR-049-18)**

Ngā Wai o Maniapoto are awa tūpuna and living taonga to Ngāti Maniapoto. The relationship between Ngāti Maniapoto and its many rivers and streams as well as its lakes, creeks, repo and puna are historic, cultural, physical, and spiritual. Generations of the tribe have long exercised their kaitiakitanga responsibilities and other tikanga concerning the waterways and their many components including the beds, banks, fisheries, plants, taniwha and the mauri or life force.

Ngā Wai o Maniapoto have been, and continue to be, central to the way of life, spiritual and physical well-being of Ngāti Maniapoto, and to their tribal identities and culture.

Ngā Wai o Maniapoto include the Waipā, the Mangapū, the Marokopa, the Mōkau, the Mangapeehi, the Ōngārue, the Waimiha, the Ōhura and the Taringamotu Rivers. These are heard among the pepeha or maxims of the many hapū of Ngāti Maniapoto.

There is a long history of the occupation of Ngāti Maniapoto along those waterways including riverside settlements, cultivations and nearby pā and wāhi tapu.

A number of these rivers were navigable waters that allowed Ngāti Maniapoto hapū and others to travel and trade afar.

These waterways were also a critical source of sustenance, a fishery for īnanga, tuna, freshwater crayfish as well as watercress, and other plant life. Ngāti Maniapoto developed various methods for catching, preserving, cooking and distributing these foodstuffs. These included significant pā tuna structures or eel weirs which were erected in the many streams to capture eels.

Ngā Wai o Maniapoto were also a source of rituals and healing where the tohi rituals were performed, where the umbilical rites were observed and where the purification rituals were undertaken.

There are a number of taniwha associated with Ngā Wai o Maniapoto, not least Waiwaiā and Tūheitia, they being spiritual guardians of all things that are the Waipā River. Another is Papaki Rae, one of six taniwha placed along the Ōngārue River. Tradition also talks about Te Rua o te Taniwha, the lair of the taniwha near the mouth of the Marokopa River. These guardians remain there to this day.

## 2. STATEMENTS OF ASSOCIATION

**14. Ngātamahine Scenic Reserve (as shown on deed plan OMCR-049-19)****Near Piopio**

Ngātamahine was historically an important site for its abundance of birdlife. People would come here from the nearby Ngāruawāhia and Rahuikākā kāinga to snare birds. It was also an area traversed by the ancestress Ruapūtahanga as she journeyed to Kāwhia to marry Tūrongo.

**15. Ngutunui Stream Scenic Reserve (as shown on deed plan OMCR-049-20)****Near Pirongia**

The Ngutunui Stream Scenic Reserve, situated at the base of Pirongia Maunga, has sacred and historical associations for Ngāti Maniapoto. The Ngutunui Stream runs through it. The stream is named after the ancestor, Ngutu or Ngutunui whose father Whaita was a cousin to Maniapoto. Whaita was a great warrior. Through his many deeds in battle, he extended the rohe over which his people exercised authority and control. Ngutu grew up to follow in his father's footsteps and he too became a great warrior. As a result of his battle exploits, the area his father held was enlarged. The additions included the land where this reserve is situated. Ngutu and his warriors were one of the strongest fighting units of Maniapoto. The role of Ngutunui was to ward enemy raiding parties from entering Ngāti Maniapoto lands. The men of Ngutunui would act as the rearguard in the event Ngāti Maniapoto had to retreat from battle.

Within the reserve is a toka or rock which is recalled as a resting place for warriors. There is also a waterfall whose name is Ngā Roimata o Tāwhiao.

**16. Okahukura Scenic Reserve (as shown on deed plan OMCR-049-21)****Near Tuhua**

Ōkahukura is an area steeped in history. Ōkahukura derives its name from the tupuna Rongorongo of Aotea waka fame. On her travels, Rongorongo reached the waters of the Ōngārue and Whanganui Rivers and here laid her cloak given to her by her father and named Ōkahukura-Puke-Kowhatawhata-a-Rangi. Ngāti Maniapoto descendants retained the name of the area, a recognition of the mana of Rongorongo.

Ōkahukura is a settlement of old located near the southern eastern limits of Ngāti Maniapoto territory and along the Ōngārue River where resided the taniwha Papakirei. The surrounding waterways and land provided both spiritual and physical sustenance.

According to Ngāti Maniapoto tradition, Rereahu, the father of Maniapoto met his first wife Rangiānewa at Taumarunui. They made their home at nearby Ōkahukura and here had a child, Te Ihingarangi, the elder half-brother of Maniapoto.

The general area was the scene of several fights between Ngāti Urunomia, a hapū of Ngāti Maniapoto, and their Ngāti Rangatahi relatives and Whanganui neighbours to the south. However eventually, a peace settlement event took place at nearby Te Horangapai. Ōkahukura also holds as significant to Ngāti Rangatahi and its associated hapū.

Today, Whānau Maria marae is located on the old Ōkahukura settlement. The name of the whareni is Kataraina Tōia, a kuia well known for her healing powers and midwifery in the Ōkahukura and surrounding region.

## 2. STATEMENTS OF ASSOCIATION

## 17. Part Pirongia Forest Park (as shown on deed plan OMCR-049-22)

The central feature of the Pirongia Forest Park and its surrounding environs is the Pirongia Maunga or Mountain, originally known as Pūawhe. Pirongia is of cultural significance to Ngāti Maniapoto as it is to other iwi in the surrounding Waipā area. The maunga is a geographical signifier of pride and identity for several Ngāti Maniapoto hapū.

The full name of the maunga is Pirongia-te-aroaro-o-Kahurere. The name is part of the story of the exploration of Kahurere and the naming of several significant mountains and other features for her. According to Ngāti Unu, following the death of her husband Uetapu, Kahurere set off in search of her son Rakamaomao naming on the journey several significant mountains and other features. Other accounts claim Kahurere, also referred to as as Kahukeke or Kahupeka, was the daughter of Hoturoa, the captain of the Tainui waka, who married Rakatāura, the principal tohunga of that waka. It is said that Rakatāura named Pirongia-te-aroaro-o-Kahurere and other geographical landmarks after his wife during the course of their journey of exploration inland. Kahurere is said to have anointed herself with oils from the rangiora tree on the summit.

According to one account, two altars or tūāhu were erected by other tohunga of the Tainui waka, namely Rotu and Hiaroa on Pirongia. Incantations were performed at the tūāhu or alters by Rotu and Hiaroa to ensure an abundance of bird life. These tūāhu were named Te Rape a Raka and Paewhenua. Birdlife returned to Pirongia from March to May each year.

Ngāti Maniapoto tradition speaks of Pirongia as a refuge for the patupaiarehe or spiritual beings. The names of some of their chiefs are still remembered in a song of lamentation Kāore te rangi nei. They include Tiki, Nukupori, Tapu-te-uru, Ripiroaiti, Whanawhana and Te Rangipōuri, the latter the composer of that waiata. Their chief abode is Hīhīkiwi, the highest peak on Pirongia. In 1886 in the Native Land Court, the much renowned Ngāti Maniapoto rangatira Wahanui Huatare spoke of Hīhīkiwi as a significant landmark of Tūrongo, the great-grandfather of the ancestor Maniapoto. Another landmark is Pukehoua which Winitana Tūpōtahi of Ngāti Paretekawa spoke of in the Native Land Court in 1888 when giving the northern boundary of Ngāti Maniapoto.

According to some, Pirongia is also said to have been a boundary demarcating the division of the district between the ancestor Tūrongo who was given the area south, and his brother Whatihua who obtained the mana of the land to the north.

The trails over Pirongia were the key routes for Ngāti Maniapoto tūpuna and those of other iwi travelling between the Waipā Valley and Kāwhia. The track called Tihi-toetoe which passed over the southern shoulder of Pirongia was tapu to war expeditions. The expression was, 'Te ora tukutuku pūraho-rua kei Tihi-toetoe' – ('The road by which one related to both sides may pass is at Tihi-toetoe').

Together with Kakepuku, Pirongia, the maunga are referred to as "ngā hūhā o Kahurere" (the thighs of Kahurere). Pirongia remains a sacred mountain for Ngāti Maniapoto and a key geographical point of reference for the northern reaches of its tribal territory. This is captured in a chant of old:

*Ko whea, ko whea tērā maunga e tū mai rā.*

*Ko Pirongia!*

*What is yonder mountain soaring high above us?*

*Tis Pirongia!*

## 2. STATEMENTS OF ASSOCIATION

**18. Puketapu Historic Reserve (as shown on deed plan OMCR-049-23)****Near Āria**

Puketapu Historic Reserve near Mōkauiti is a historical pā dated around 1750. However, knowledge of the historical particulars of the pā has been lost to Maniapoto tribal memory. There are several such pā throughout the rohe where the physical landscape proves the once existence of a fortified village. Despite the scarcity of knowledge of these sites, they nonetheless remain culturally and historically significant to Ngāti Maniapoto. The name of the hill itself on which the pā was located signals the significance of this historical reserve, namely Puketapu, meaning sacred hill.

**19. Kawhia Harbour (Rākaunui) Scenic Reserve (as shown on deed plan OMCR-049-09)****Near Hauturu**

There are numerous sites of significance throughout the Rākaunui area rendering the reserve and the surrounding lands a place of cultural and historical importance to Ngāti Maniapoto. Moana Kahakore were caves associated with the hapū Ngāti Te Kiriwai and where Tāwhiao stayed. Another important site is Te Mania Pā, which today is known as Rākaunui marae. The meeting house is known as Moana Kahakore, and the dining room is known as Te Mania. It is said that Pukehua founded Te Mania Pā. The hapū associated with it included Ngāti Te Kiriwai, Ngāti Apakura, Ngāti Tamainu, and Ngāti Kaumātua. Other hapū associated with Rākaunui are Ngāti Te Kanawa and Ngāti Ngutu. Ancestors of these hapū made use of the resources on the reserve. Further on, there was a village called Hekaheka and a puna called Te Puna o Hekaheka, which provided drinking water. There was also the urupā known as Hekaheka. In addition to the rich fishing grounds, the local people planted and ploughed. There was a kumara garden at the beach Taumaha, as well as maize patches and small potato fields, with pig-proof mātuka fences. Important names associated with Rākaunui include Hone Kiripi, the rangatira of Ngāti Tamainu in the mid-1800s, and the tohunga Kereopa.

**20. Rukuhia Domain Recreation Reserve (as shown on deed plan OMCR-049-24)****Near Piopio**

Rukuhia was one of a series of pā and camps on the Mōkau River. Others in the vicinity include Mātangiāwhā Pā and the large Arapae Pā just north of Piopio.

Rukuhia is also within the vicinity of Te Ana ō Taretai, a place of ceremonial significance in times of old. Parties travelling up and down the Mōkau Valley would deviate to visit it.

**21. Tapuae Scenic Reserve (as shown on deed plan OMCR-049-25)****Near Āria**

Tapuae is an old pā site of historical significance, in particular, to the Ngāti Paemate hapū of Ngāti Maniapoto. The wider area was called Te Pōhue. The top side of Te Pōhue is the hillside called Whakatangata. It is on Whakatangata where Tapuae is situated. On the western side of Te Pōhue, not too distant from Tapuae is a limestone rock face. Located there is an old burial ground called Korotangi.

## 2. STATEMENTS OF ASSOCIATION

**22. Taumatini Scenic Reserve (as shown on deed plan OMCR-049-26)****Near Āria**

Taumātini is a site of historical significance to Ngāti Maniapoto and in particular the hapū Ngāti Paemate whose present home marae is situated not too distant. Taumātini was the name of an urupā on the hill by the same name. Pukewharangi and Korotangi are other burial sites in the vicinity of Taumātini. Aside from those wāhi tapu, this was a place where an abundance of birds were snared. This important resource would have supported the nearby pā whose archaeological remains are still evident, including that known as Pukeho.

**23. Te Kauri Park Scenic Reserve (as shown on deed plan OMCR-049-27)****Near Kāwhia**

Te Kauri Park Scenic Reserve is part of Te Kauri lands near Kāwhia that were associated with Ngāti Kiriwai and other hapū of Ngāti Maniapoto. Ngāti Kiriwai had kāinga in the area such as Hikuparia, Otongoreia, Mokoroa and Te Awemoremore. While proximity to Kāwhia Moana provided an array of seafood, the forest inland provided an abundance of birdlife. Te Kauri Stream was a particular source of eels with a number of rua tuna (eel holes) along the course of the waterway. Te Kauri serves today as a boundary marker for Ngāti Maniapoto.

**24. Te Kuiti Aerodrome (as shown on deed plan OMCR-049-28)****Near Te Kūiti**

Te Kuiti Aerodrome is situated near the old Te Kumi and Te Uira kāinga. These kāinga are associated with several Ngāti Maniapoto hapū including Ngāti Kinohaku, Ngāti Rōrā, Ngāti Peehi and others. Te Uira was a large burial ground. Te Kumi was the rangatira kāinga of Te Mahuki situated on the Mangaokewa Stream.

Other kāinga on and around this land that predated Te Kumi and Te Uira included Ngātaiparirua, Te Hunua, Ngārauru and Te Aratotara. Te Rua o te Manu was also an old pā nearby.

The aerodrome is situated near present day Oparure and Te Kōrapatū marae.

**25. Te Nau Nau property (as shown on deed plan OMCR-049-29)****Near Mōkau**

Te Naunau is a significant urupā on the Mōkau spit extending from the northern bank of the Mōkau River. This wāhi tapu contains the ancestors of Maniapoto hapū including Ngāti Rākei, Ngāti Waikōrārā Ngāti Mihi, Ngāti Waiora, Ngāti Te Paemate, Ngāti Tūmarouru, Ngāti Rungaterangi but also those of other iwi. Ngāti Maniapoto fought a major battle here in the early 1800s called Ngā-Tai-Pari-Rua.

Te Naunau is also a landing place of the Tainui waka. It was here that some members of the crew disembarked and where the anchor stone of the waka was situated for many years.

## 2. STATEMENTS OF ASSOCIATION

**26. Totoro Scenic Reserve (as shown on deed plan OMCR-049-30)****Near Āria**

The Totoro Scenic Reserve incorporating Owairua Hill takes its name from one of the more prominent settlements in the Upper Mōkau region. There are several pā and pits recorded in the surrounding area, illustrating a place once well occupied and whose people made use of the resources at Totoro. One of these pā in the region was that known as Pukewao which was occupied by Taonui Hīkaka. The area was once known for the great many kahikatea trees growing about there. While bird snaring was popular, a key local food resource was the famous silvery eels caught in pā tuna erected in the various streams. This included the Rangikōhua Stream which is on the reserve's northern boundary and the Mangapōhutu Stream on its southern boundary.

**27. Turaerae Scenic Reserve (as shown on deed plan OMCR-049-31)****Near Āria**

The Turaerae Scenic Reserve is in the middle reaches of the Mōkauiti Stream. There was an old village at Tūraerae. Tūraerae was an important viewpoint and lookout towards Mōkau. From here, the surrounding pā could be warned of any advancing war-party from that direction. One such pā near the reserve's southern boundary was possibly known as Onepou.

**28. Kawhia Harbour (Waiharakeke) Scenic Reserve (as shown on deed plan OMCR-049-10)****Near Ōwhiro**

Waiharakeke is an area of historical importance for Ngāti Maniapoto which counted among its residents, the great Ngāti Maniapoto chief Haupōkia te Pakaru, a signatory to the Treaty of Waitangi at Kāwhia. Te Māhoe is a particularly well known old pā situated at Waiharakeke, as is the settlement of Te Pahe several miles up the river. A Pākehā artist painted a wāhi tapu there in 1844.

There are several urupā within the area, not least Te Waihoanga where Tūhoe Pōtiki is buried alongside rangatira of Ngāti Maniapoto and other iwi connected to Kāwhia. Some of these other iwi were expelled from the Kāwhia region by Ngāti Maniapoto and others in the early 1820s.

The fertile fishing grounds in the harbour, the estuary and river, and the abundant surrounds meant Waiharakeke was a well-settled area. The local people had access to great quantities of fish, eels and birdlife and were frequently visited by their relatives from inland on seasonal and trading expeditions. There was a scenery of luxuriant foliage along the banks of the Waiharakeke Stream, and almost every opening revealed a kāinga Māori or settlement. Many waka would beach at the mouth of Waiharakeke Stream. Te Kaharau was the name of one particular waka tauranga.

Waiharakeke was at the centre of early Ngāti Maniapoto trading activity at Kāwhia with Pākehā which began in the 1820s. The region was a scene of industry and a favourite port for trading vessels up until the Waikato wars in 1863. Ngāti Maniapoto traded considerable shipments of wheat, flour, flax, pigs and potatoes from the area in return for clothing, tobacco, guns, ammunition and other items. A wheat flour mill was built by Ngāti Maniapoto and others at Waiharakeke in the 1840s as part of the local industry.

2. STATEMENTS OF ASSOCIATION

**29. Waitewhena Conservation Area (as shown on deed plan OMCR-049-32)**

**Near Otangiwai**

Waitewhena Conservation Area is located in the valley of the Waitewhena Stream which is a tributary of the Ōhura River and near the old Waitewhenua track. According to Ngāti Maniapoto tradition, the Waitewhena track provided the means of accessing the Whanganui River and elsewhere south and east.

The area is particularly significant to Ngāti Te Paemate who lived in various kāinga in and around Waitewhena utilising its abundance of resources. Kāinga included Te Rurunga, Te Ruangāngāhu, Kai-o-te-Ngārārā, Te Poroa and Pukewhārangi. The latter is now an urupā but in times of old, there used to be a mangaeo tree called Ngāmaru, where the local people used to catch birds. Pouwhakatupu was the site of two parrots' nests. Waitewhena and the surrounding area was generally known as one that was visited to catch birds. There were other resources as well. Whōwhi and Pākirahīrau were places where kōkōwai and harakeke were gathered. There were several pā tuna on the waterways. Tōtara-tūpau was one on the Panirau Stream. Te Rērere was another on the Mangaohotu River. Te Ramarama was yet another not too distant.

A key landmark is Te Tātara Hill. Te Tātara got his name from Te Paemate. He hung up his tātara or rain cape there when he placed a rāhui on that area.

Another place is Umukaimata. It is said that it was here that two birds were taken from an umu or oven for Ruapūtahanga only to be found to be underdone. She subsequently continued on her journey to Taorua (twice cooked) where the birds were recooked.

Two other variations of this name have been noted, namely Waitewhenua and Waitohena. The correct name is Waitewhena.

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**3. DEED OF RECOGNITION**

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3: DEED OF RECOGNITION

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

**1 INTRODUCTION**

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Maniapoto (the settling group); and
  - 1.1.2 the trustees of the governance entity (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
- 1.2.1 Kakepuku Mountain Historic Reserve (as shown on deed plan OMCR-049-08);
  - 1.2.2 Mangapohue Natural Bridge Scenic Reserve (as shown on deed plan OMCR-049-12); and
  - 1.2.3 Part of Pirongia Forest Park (as shown on deed plan OMCR-049-22).
- 1.3 The statement of association is –
- 1.3.1 in the documents schedule to the deed of settlement; and
  - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [name] Act [year], being the settlement legislation that gives effect to the deed of settlement.

**2 CONSULTATION**

- 2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 preparing a conservation management strategy or a conservation management plan under the Conservation Act 1987 or the Reserves Act 1977;
  - 2.2.2 preparing a national park management plan under the National Parks Act 1980;
  - 2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:
    - (a) to identify and protect wildlife or indigenous plants;
    - (b) to eradicate pests, weeds, or introduced species;
    - (c) to assess current and future visitor activities; and
    - (d) to identify the appropriate number and type of concessions;

**3: DEED OF RECOGNITION**

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

2.2.5 locating or constructing structures, signs, or tracks.

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

**3 LIMITS**

3.1 This deed –

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

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

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

3.1.4 is subject to the settlement legislation.

**4 TERMINATION**

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

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

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

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

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

**5 NOTICES**

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

Department of Conservation  
Conservation House  
Whare Kaupapa Atawhai  
18-32 Manners Street  
Wellington 6011  
PO Box 10420  
Wellington 6142

3: DEED OF RECOGNITION

**6 AMENDMENT**

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

**7 NO ASSIGNMENT**

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

**8 DEFINITIONS**

- 8.1 In this deed –

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

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

**deed of settlement** means the deed of settlement dated [date] between the settling group, the governance entity, and the Crown; and

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

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

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

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

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

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

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

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

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

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

**9 INTERPRETATION**

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

- 9.2 Headings do not affect the interpretation.

3: DEED OF RECOGNITION

- 9.3 A term defined by –
  - 9.3.1 this deed has that meaning; and
  - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to –
  - 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
  - 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

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

**SIGNED** for and on behalf of )  
**THE CROWN** by ) \_\_\_\_\_  
 )  
 The Minister of Conservation )  
 in the presence of: )

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**DOCUMENTS**

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**3: DEED OF RECOGNITION**

The Director-General of Conservation )  
in the presence of: )

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

## 3: DEED OF RECOGNITION

**Takepuku Mountain Historic Reserve (as shown on deed plan OMCR-049-08)*****Near Te Māwhai***

Takepuku is an ancestral mountain steeped in the traditions of Ngāti Maniapoto and Tainui waka. One account of Ngāti Maniapoto attributes nearby Te Kawa mountain as the husband of Takepuku, he having fought Puketarata and Kārewa (Gannet Island) for her love. It is said that the annual migration of the eels, or heke tuna, was marked when the autumn mists of the summit of Takepuku mingled with those of her lover Te Kawa. The people knew that the tuna had begun to flow and made their way to their pā tuna to harvest the eels.

According to Ngāti Unu, the full name of Takepuku is 'Takepuku-te-rerenga-o-Kahurere'. Ngāti Unu state that following the death of her husband Uetapu, Kahurere set off in search of her son Rakamaomao naming on the journey several significant mountains and other features. Other accounts claim Kahurere, also referred to as Kahukeke or Kahupeka, was the daughter of Hoturoa, the captain of the Tainui waka, who married Rakatāura, the principal tohunga of that waka. It is said that Rakatāura named Takepuku-o-Kahu and other geographical landmarks for his wife during the course of their journey of exploration inland.

Over the centuries there have been many tribes who have settled for periods on the slopes and in the shadow of Takepuku. These included Ngāti Kahu (descendants of Ngāti Kahupungapunga being the original people), Ngāti Unu, Ngāti Mōtai, Ngāti Makahori, Te Rahopupuwai, Ngāti Ngutu ki Kōhatu-tapu, the ancestors of Ngāti Ngā Waero and others. A small remnant of the original iwi remain and gain strength through association with the collective of identities that is Ngāti Maniapoto.

There are a number of known pā and kāinga on and around Takepuku. One of these was Hikurangi Pā Tirohia. Its earthworks can still be seen today on the northern rim of the summit. It was so named because it could only be gazed upon and never taken in battle. Other pā on the summit were Te Tokatoka and Omāngo. Other pā or kāinga around the maunga included Torerewa (or Totorewa), Ariki-tū-rere (or Ariki-tī-rere), Mangahuka, Ōngaru, and Kōhatu-Tapu. At the base of the mountain on the northern side was the old Pokuru settlement. Onepaka (Honipaka) was a kāinga at the base on the western side by the Waipā River. There were also large gardens at the foot of the mountain at Mangamāhoe, Takepuku of course being rich in volcanic soil. Te Wai-Whakaata-o-Karoro was a stone feature on Takepuku used for ceremonial purposes. There are also special waters of cleansing and healing on Takepuku.

Takepuku is an important geographical point of identity for the hapū in the northern reaches of Ngāti Maniapoto tribal territory, but in particular the descendants of the great leader, Unu and his wife Hinemārama of Ngāti Kahupungapunga fame.

*Ko whea? Ko whea tērā maunga e tū mai rā?  
Ko Takepuku!  
What is yonder mountain soaring high above us?  
'Tis Takepuku!*

**Mangapohue Natural Bridge Scenic Reserve (as shown on deed plan OMCR-049-12)*****Near Waitomo***

Mangapohue Natural Bridge Scenic Reserve is one of several features in the area of significance to Ngāti Toa-Tūpahau. It is said that Ruamoko and Hine Hururoa lived at the Mangapohue natural bridge. They were rangatira of the area in days of old. Nearby on the

## 3: DEED OF RECOGNITION

hill Puketutu was the pā, Te Koipō (also possibly known as Puketutu). Te Koipō was a bush retreat of the Ngāti Waipari hapū of Ngāti Kinohaku and used on their bird snaring expeditions.

**Part Pirongia Forest (as shown on deed plan OMCR-049-22)**

The central feature of the Pirongia Forest Park and its surrounding environs is the Pirongia maunga or mountain, originally known as Pūawhe. Pirongia is of cultural significance to Ngāti Maniapoto as it is to other iwi in the surrounding Waipā area. The maunga is a geographical signifier of pride and identity for several Ngāti Maniapoto hapū. The full name of the maunga is Pirongia-te-araro-o-Kahurere. The name is part of the story of the exploration of Kahurere and the naming of several significant mountains and other features for her. According to Ngāti Unu, following the death of her husband Uetapu, Kahurere set off in search of her son Rakamaomao naming on the journey several significant mountains and other features. Other accounts claim Kahurere, also referred to as Kahukeke or Kahupeka, was the daughter of Hoturoa, the captain of the Tainui waka, who married Rakatāura, the principal tohunga of that waka. It is said that Rakatāura named Pirongia-te-araro-o-Kahurere and other geographical landmarks after his wife during the course of their journey of exploration inland. Kahurere is said to have anointed herself with oils from the rangiora tree on the summit.

According to one account, two altars or tūāhu were erected by other tohunga of the Tainui waka, namely Rotu and Hiaroa on Pirongia. Incantations were performed at the tūāhu or alters by Rotu and Hiaroa to ensure an abundance of bird life. These tūāhu were named Te Rape a Raka and Paewhenua. Birdlife returned to Pirongia from March to May each year. Ngāti Maniapoto tradition speaks of Pirongia as a refuge for the patupaiarehe or spiritual beings. The names of some of their chiefs are still remembered in a song of lamentation *Kāore te rangi nei*. They include Tiki, Nukupori, Tapu-te-uru, Ripiroaiti, Whanawhana and Te Rangipōuri, the latter the composer of that waiata. Their chief abode is Hīhīkiwi, the highest peak on Pirongia. In 1886 in the Native Land Court, the much renowned Ngāti Maniapoto rangatira Wahanui Huatare spoke of Hīhīkiwi as a significant landmark of Tūrongo, the great-grandfather of the ancestor Maniapoto. Another landmark is Pukehoua which Winitana Tūpōtahi of Ngāti Paretekawa spoke of in the Native Land Court in 1888 when giving the northern boundary of Ngāti Maniapoto.

According to some, Pirongia is also said to have been a boundary demarcating the division of the district between the ancestor Tūrongo who was given the area south, and his brother Whatihua who obtained the mana of the land to the north.

The trails over Pirongia were the key routes for Ngāti Maniapoto tūpuna and those of other iwi travelling between the Waipā Valley and Kāwhia. The track called Tihi-toetoe which passed over the southern shoulder of Pirongia was tapu to war expeditions. The expression was, '*Te ora tukutuku pūraho-rua kei Tihi-toetoe*' – ('The road by which one related to both sides may pass is at Tihi-toetoe').

Together with Kakepuku, Pirongia, the maunga are referred to as "ngā hūhā o Kahurere" (the thighs of Kahurere). Pirongia remains a sacred mountain for Ngāti Maniapoto and a key geographical point of reference for the northern reaches of its tribal territory. This is captured in a chant of old:

*Ko whea, ko whea tērā maunga e tū mai rā.  
Ko Pirongia!  
What is yonder mountain soaring high above us?  
Tis Pirongia!*

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**4. TAIHAHA MAUNGĀRONGO  
LOAN AND RETURN AGREEMENT**

---

## TAIAHA MAUNGĀRONGO LOAN AND RETURN AGREEMENT

DATED:

PARTIES:

1. *Te Nehenehenui* ("governance entity")
2. *Otago Museum*
3. *Parliamentary Service Commission*
4. *The Office for Māori Crown Relations – Te Arawhiti* ("Te Arawhiti")

BACKGROUND

- A. On [date] Maniapoto and the Crown signed a Deed of Settlement of Historical Claims (the **Deed of Settlement**).
- B. In the Deed of Settlement, the Crown acknowledges that the taiaha Maungārongo (the **taiaha**) is of great significance to Maniapoto. It was used to enable Maniapoto to police their aukati or border to prevent incursions by Pākehā following the Waikato War in 1863-64. In late 1885 Wahanui, on behalf of Ngāti Maniapoto, gifted the taiaha to the Crown to signify the lifting of the aukati and a permanent peace reached between Maniapoto and the Crown. The intention was that the taiaha be housed at Parliament. After politicians disputed the authenticity of the gift, the taonga was instead given to a Member of Parliament, who in turn gifted it to the then Otago University Museum (now the Otago Museum).
- C. As part of the settlement, Maniapoto and Otago Museum have agreed ownership of the taiaha will be transferred to Maniapoto, on the date of the third reading of the settlement bill (the **return date**).
- D. Maniapoto and Parliamentary Service Commission have agreed that:
  - i the taiaha will be held and displayed at Parliament, for a period of 5 years from the return date (the **loan period**); but
  - ii the governance entity may elect to terminate the loan period early at any time; and
  - iii within two months following the expiry or earlier termination of the loan period, the taiaha will be returned to the governance entity, on behalf of Maniapoto.
- E. The parties have entered into this Agreement to record the arrangements between them.

4: TAIAHA MAUNGĀRONGO LOAN AND RETURN AGREEMENT

**OPERATIVE PART**

**1 LOAN, DELIVERY AND DISPLAY**

- 1.1. On or before the return date, Otago Museum will deliver the taiaha to Parliamentary Service Commission.
- 1.2. Parliamentary Service Commission will hold and display the taiaha at Parliament for the loan period, on the terms of this Agreement.
- 1.3. Otago Museum must, at all times:
  - 1.3.1. pack and transport the taiaha by safe methods approved in advance by the Registrar of Otago Museum, in consultation with the governance entity; and
  - 1.3.2. protect the taiaha from direct sunlight, rain, excessive humidity and excessively dry conditions whenever the taiaha is in transit.
- 1.4. In consultation with the governance entity, and within two months of the expiry or early termination of the loan period, Parliamentary Service Commission will return the borrowed taiaha (including the case used to display the taiaha at Parliament (the **display case**)) to the governance entity.
- 1.5. On the expiry or earlier termination of the loan period, Parliamentary Service Commission and the governance entity will agree who will be responsible for transporting the taiaha, and for ensuring that at all times, the taiaha will be:
  - 1.5.1. packed and transported by safe methods approved in advance by the governance entity; and
  - 1.5.2. protected from direct sunlight, rain, excessive humidity and excessively dry conditions whenever the taiaha is in transit.
- 1.6. Any repacking must be done with the same or similar materials and crates, and by the same methods as the taiaha was received. Any special instructions given by the governance entity must be followed in detail.
- 1.7. Otago Museum will be responsible for all costs associated with any case required to transport the taiaha from Otago Museum to Parliament.
- 1.8. Te Arawhiti will be responsible for (and for the costs associated with):
  - (a) the transportation of the taiaha from Otago Museum to Parliament (excluding the costs of any case required for transport);
  - (b) commissioning the making of an appropriate display case approved in advance in consultation with the governance entity;
  - (c) making the display case; and
  - (d) delivering the display case to Parliament.
- 1.9. Maniapoto will be responsible for any costs associated with returning the taiaha from Parliament to the rohe of Maniapoto (including the costs of any case required for transport) on the expiry or earlier termination of the loan period.

4: TAIAHA MAUNGĀRONGO LOAN AND RETURN AGREEMENT

**2 PROTECTION, EXHIBITION AND CARE OF TAIAHA**

- 2.1. In discharging all of their obligations under clause 1, Otago Museum and Parliamentary Service Commission will:
  - 2.1.1. protect the taiaha from excessive humidity and excessively dry conditions;
  - 2.1.2. protect the taiaha against fading, scorching and cockling by direct or reflected sunlight, strong artificial light, fluorescent light or proximity to heat sources;
  - 2.1.3. ensure that the taiaha is treated with all due care to ensure protection against loss, damage or deterioration; and
  - 2.1.4. will adhere to all other specific care instructions of the governance entity, including any packaging, transit, installation and mounting instructions.
- 2.2. Should any loss, damage or deterioration to the taiaha occur, Otago Museum or Parliamentary Service Commission (as is applicable) will immediately report any such loss, damage or deterioration to the governance entity in detail.
- 2.3. Should damage have occurred during transit, the recipient of the taiaha must immediately notify the carrier, and all packing materials must be saved until the governance entity, Otago Museum (if applicable), Parliamentary Service Commission, and the carrier have inspected the taiaha, materials and the damage.

**3 EARLY TERMINATION OF LOAN PERIOD**

- 3.1. The governance entity may, at any time prior to the expiry of the loan period, by giving written notice to Parliamentary Service Commission and Te Arawhiti, terminate the loan period.

**4 ACKNOWLEDGMENT**

- 4.1. Parliamentary Service Commission will acknowledge Maniapoto (in a form agreed following consultation with the governance entity) on any labels, identifying signage, or information used to display, discuss or refer to the taiaha while it is on display at Parliament.

**5 INSURANCE**

- 5.1. Te Arawhiti will, at its cost, insure the taiaha for the Total Insurance Value from the time the taiaha leaves Otago Museum until the taiaha is returned to the governance entity in accordance with clause 1.4, under an all risk, wall to wall policy subject to the following standard exclusions: wear and tear and/or gradual deterioration; vermin or inherent vice; repairing, restoration or retouching processing; war and civil war.
- 5.2. Prior to the dispatch of the taiaha from Otago Museum, Te Arawhiti will, if requested, provide the governance entity with a certificate of currency in respect of the insurance, unless an alternative arrangement is made.

4: TAIAHA MAUNGĀRONGO LOAN AND RETURN AGREEMENT

6 INTERPRETATION

6.1. In this Agreement:

- 6.1.1. **Deed of Settlement** means the Deed of Settlement of Historical Claims between Maniapoto and the Crown, dated [*insert*], as defined in the Background of this Agreement;
- 6.1.2. **display case** means the case required to display the taiaha, as referred to in clause 1.4;
- 6.1.3. **governance entity** means Te Nehenehenui;
- 6.1.4. **loan period** means the period of five years from the return date as set out in the Background of this Agreement (unless terminated earlier in accordance with clause 3);
- 6.1.5. **Maniapoto** has the meaning given to that term in the Deed of Settlement;
- 6.1.6. **return date** means the date of the third reading of the settlement bill, as set out in the Background of this Agreement;
- 6.1.7. **settlement bill** means the bill to be proposed by the Crown to the House of Representatives to implement the Maniapoto settlement, as contemplated by the Deed of Settlement;
- 6.1.8. **taiaha** means taiaha Maungārongo, housed at Otago Museum as at the date of this Agreement, and further defined in the Background of this Agreement; and
- 6.1.9. **Total Insurance Value** means \$32,000.00.

EXECUTION

SIGNED by \_\_\_\_\_ )  
 [*to insert governance entity signing block/s /* )  
 [*requirements*] )  
 in the presence of: \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

DOCUMENTS

4: TAIHAHA MAUNGĀRONGO LOAN AND RETURN AGREEMENT

**SIGNED** by )  
[to insert Otago Museum signing block/s / )  
requirements] )  
in the presence of: ) \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by )  
[to insert Parliamentary Service )  
Commission signing block/s / requirements] )  
in the presence of: ) \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

DOCUMENTS

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4: TAIAHA MAUNGĀRONGO LOAN AND RETURN AGREEMENT

**SIGNED** by  
[to insert Te Arawhiti signing block/s /  
requirements]  
in the presence of:

)  
)  
)

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Signature of Witness

---

Witness Name

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Occupation

---

Address

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**5. PRIMARY INDUSTRIES PROTOCOL**

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**TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ AHU MATUA****THE PRIMARY INDUSTRIES PROTOCOL WITH NGĀTI MANIAPOTO ISSUED BY THE CROWN THROUGH THE MINISTER FOR OCEANS AND FISHERIES, MINISTER OF AGRICULTURE, MINISTER FOR BIOSECURITY, MINISTER FOR FOOD SAFETY AND MINISTER OF FORESTRY****1 BACKGROUND**

- 1.1 For Maniapoto, the aspirations outlined in this Protocol are founded on the principles of “mana tuku iho,” the inherent wisdom of Maniapoto tūpuna, who determined that the “mana whatu āhuru” would guide the generations of Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.
- 1.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.
- 1.3 Te Ōhākī Tapu was a series of agreements between Ngāti Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown. The agreements reflected the Crown’s pursuit of kāwanatanga and the Ngāti Maniapoto desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account of the Deed of Settlement.<sup>1</sup> The agreements looked forward to a relationship of partnership for the benefit of both parties. Today, the Treaty settlement process heralds a new era of collaboration and partnership, with Ngāti Maniapoto and the Crown working in partnership to advance opportunities and outcomes relevant to whānau, hapū and iwi of Maniapoto.
- 1.4 Maniapoto seek to achieve the environmental, social, economic and cultural aspirations of the individuals, whānau and hapū of Maniapoto (Maniapoto me ōna hapū maha, te whare o te Nehenehenui).
- 1.5 Maniapoto seek to develop a relationship with the Crown that will improve specific metrics of health, well-being and success so that Maniapoto outcomes are demonstrably improved and at least equal to the outcomes of non-Māori.
- 1.6 Maniapoto have developed a 30 year vision based on ‘Maniapoto 2050’ for the benefit of its present and future generations. This describes the actions Maniapoto intend to take and milestones they seek to achieve to fulfil their aspirations. It is anticipated that over time Maniapoto will develop successor strategies to update or replace this.
- 1.7 The Parties acknowledge that, for Maniapoto, the basis of this relationship will be te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga. The prestige, recognition and authority of Maniapoto and its many

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<sup>1</sup> Paragraphs 73-129.

5. PRIMARY INDUSTRIES PROTOCOL

hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.

2 INTRODUCTION

2.1 Under the Deed of Settlement dated [*insert date*] between Ngāti Maniapoto and the Crown (the “**Deed of Settlement**”), the Crown agreed that Ministers would issue a Primary Industries Protocol (the “**Protocol**”) setting out how the Ministry for Primary Industries and Te Nehenehenui Trust (the “**Trust**”) as the Trust for Ngāti Maniapoto will establish, enhance, and maintain an enduring and cooperative relationship in relation to matters specified in the Protocol. These matters are:

2.1.1 recognition of the interests of Ngāti Maniapoto in all species of fish, aquatic life or seaweed that exist within the Protocol Area that are subject to the Fisheries Act 1996;

2.1.2 input into and participation in the Ministry’s national fisheries plans;

2.1.3 the development of a Ngāti Maniapoto iwi fisheries plan;

2.1.4 participation in regional iwi fisheries forums;

2.1.5 rāhui;

2.1.6 customary non-commercial fisheries management;

2.1.7 contracting for fisheries or aquaculture services;

2.1.8 employment of Ministry staff with customary non-commercial fisheries responsibilities; and

2.1.9 in respect of fisheries, aquaculture, agriculture, forestry and biosecurity:

2.1.9.1 information exchange;

2.1.9.2 opportunities for the provision of service and research; and

2.1.9.3 consultation on changes to policy and legislation affecting this Protocol.

2.2 Ministers and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. The Protocol sets out how Ministers, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Trust will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol. The Trust acknowledges the Protocol will not override the Minister, the Director-General and the Ministry’s obligations to perform their statutory functions or duties or exercise their statutory powers.

2.3 The Protocol applies to all those functions for which the Ministry is the responsible Crown agency.

**5. PRIMARY INDUSTRIES PROTOCOL**

- 2.4 The Protocol does not cover those processes relating to the allocation of aquaculture space or the Treaty settlement processes established for those assets held by the Ministry's Crown Forestry Unit.
- 2.5 The Ministry will advise the Trust whenever it proposes to consult with a hapū of Ngāti Maniapoto or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the interests of Ngāti Maniapoto.

**3 PRINCIPLES UNDERLYING THIS PROTOCOL**

- 3.1 The Ministry and the Trust are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 3.2 The parties to this Protocol will:
- 3.2.1 acknowledge that Maniapoto and the Ministry are Treaty partners and are equals in the relationship;
  - 3.2.2 work in a spirit of cooperation;
  - 3.2.3 ensure early engagement on issues of recognised mutual interest;
  - 3.2.4 operate on a 'no surprises' approach;
  - 3.2.5 acknowledge that the relationship is evolving, not prescribed;
  - 3.2.6 respect the independence of the parties and their individual mandates, roles and responsibilities;
  - 3.2.7 commit to giving effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi; and
  - 3.2.8 recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.

**4 TERMS OF ISSUE**

- 4.1 The Protocol is issued pursuant to section [*insert number*] of the [*insert the name of the Settlement Legislation*] (the "**Settlement Legislation**") and clause [*insert clause number*] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 The Protocol must be read subject to the terms of issue set out in Attachment B.

**5 IMPLEMENTATION AND COMMUNICATION**

- 5.1 The Ministry will meet with representatives of the Trust to develop a programme to implement this Protocol as soon as practicable after this Protocol is issued. The programme may include:

**5. PRIMARY INDUSTRIES PROTOCOL**

- 5.1.1 any matters raised in the Protocol;
  - 5.1.2 reporting processes to be put in place;
  - 5.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Trust arising from the Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and
  - 5.1.4 review processes for this Protocol.
- 5.2 The implementation programme described in clause 5.1 of this Protocol will have effect from the date specified in the programme.
- 5.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Trust by:
- 5.3.1 maintaining, at national and regional levels, information provided by the Trust on its office holders addresses and contact details;
  - 5.3.2 providing reasonable opportunities for representatives of the Trust to meet with Ministry managers and staff (as might be agreed in the implementation plan);
  - 5.3.3 providing reasonable opportunities for the Trust to participate in regional iwi fisheries forums that are established to interact with the Ministry on fisheries issues that affect the Protocol Area; and
  - 5.3.4 outlining how the Crown, through the Ministers and the Ministry, will engage with Maniapoto to provide for the exercise of kaitiakitanga by Maniapoto.
- 5.4 The Ministry will:
- 5.4.1 consult and involve representatives of the Trust in the training of relevant staff on this Protocol and provide on-going training as required; and
  - 5.4.2 as far as reasonably practicable, inform fisheries and other stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

**6 MANIAPOTO-SPECIFIC OBJECTIVES**

- 6.1 Maniapoto has the following objectives in relation to fisheries, forestry, aquaculture, biosecurity and agricultural matters in the Protocol Area:
- 6.1.1 to enhance the mana of Maniapoto within the Protocol Area and ensure all interests of Maniapoto are protected;
  - 6.1.2 to restore the quality and integrity of waters within the Protocol Area to enable the restoration and appropriate provision of manaakitanga;
  - 6.1.3 to promote sustainability of the fisheries, forestry, agriculture, aquaculture and biosecurity resources and to avoid or mitigate the effects of utilisation;

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6.1.4 to provide for the exercise of kaitiakitanga by whānau and hapū in the protection of Te Taiao from biosecurity risks; and

6.1.5 to provide for kaitiakitanga and the active participation of local whānau and hapū in the management of fisheries, forestry, agriculture, aquaculture and biosecurity resources.

6.2 Maniapoto may amend these objectives from time to time.

**7 TAONGA SPECIES**

7.1 The Ministry recognises that Ngāti Maniapoto also has a customary non-commercial interest in the following fisheries within the Protocol Area:

7.1.1 Īnanga (whitebait – adult state);

7.1.2 Piharau (lamprey eel);

7.1.3 Ika Matua (Southern Bluefin Tuna);

7.1.4 Pātiki (flounder);

7.1.5 Kūtai (mussel);

7.1.6 Tuna (eel);

7.1.7 Kōura (crayfish); and

7.1.8 Ahoaho (Maui Dolphin).

For Maniapoto, this is not an exhaustive list.

7.2 The iwi fisheries plan developed by the Trust in accordance with clause 9 of this Protocol will identify (amongst other issues) the objectives of the Trust for the management of the Taonga Species and identify how Ngāti Maniapoto exercise kaitiakitanga in respect of these Taonga Species.

7.3 The Ministry will recognise and provide for the input and participation of Ngāti Maniapoto into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the iwi fisheries plan in accordance with clause 8 of this Protocol. The Ministry will provide opportunities for representatives of the Trust to participate in annual fisheries planning processes through regional Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to Taonga Species management that affects the Protocol Area.

7.4 The Minister will have particular regard to how Ngāti Maniapoto exercise kaitiakitanga when making sustainability and management decisions that relate to the management of the Taonga Species. In considering any proposal affecting the Taonga Species in the Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Ngāti Maniapoto in the Taonga Species are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult with the Trust on any proposal concerning the Taonga Species in accordance with clause 14 of this Protocol.

**5. PRIMARY INDUSTRIES PROTOCOL**

- 7.5 The Ministry recognises that Ngāti Maniapoto have an interest in research relating to tuna/eels. Where Ngāti Maniapoto seek to conduct research on tuna/eels, the Ministry will meet with the Trust in a relevant regional Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from the Trust for a special permit under section 97 of the Fisheries Act 1996 relating to the enhancement of the tuna/eel fishery in the Protocol Area.
- 7.6 The Ministry acknowledges that Ngāti Maniapoto have an interest in the possible enhancement of the tuna/eel fishery through the transfer of elvers and the possibility of farming tuna/eels.
- 7.7 The Ministry will explore with the Trust how it might assist, within existing policy and legal frameworks and with available resources, any proposals by the Trust for the enhancement of the tuna/eel fishery. Such proposals may include proposals for special permits to take tuna/eels from waterways within the Protocol Area as part of any enhancement or aquaculture project.
- 7.8 The Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm tuna/eels will be granted.

**8 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS**

- 8.1 Ngāti Maniapoto are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed or reviewed and relate to the Protocol Area. The Ministry's national fisheries plans will reflect the high-level goals and outcomes for groups of fish stocks. The Annual Operating Plan will guide annual identification of the measures (which may include research, catch limits and compliance services, amongst other matters) required to meet these goals and outcomes for specific fish stocks.
- 8.2 The input and participation of Ngāti Maniapoto will be recognised and provided for through the iwi fisheries plan referred to in clause 9. The Minister of Oceans and Fisheries must have particular regard to this plan as an expression of kaitiakitanga by Ngāti Maniapoto when making sustainability decisions that relate to the Protocol Area.
- 8.3 The Minister of Oceans and Fisheries will also provide for the input and participation of the Trust, as the representative of Ngāti Maniapoto, if it is intended to set or vary any sustainability measures for fish stocks that relate to the Protocol Area and which are not addressed in any Ministry national fisheries plan.

**9 IWI FISHERIES PLAN**

- 9.1 The Trust will develop an iwi fisheries plan that relates to the Protocol Area.
- 9.2 The Ministry will assist the Trust, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Protocol Area.
- 9.3 The Ministry and the Trust agree that the iwi fisheries plan will address:

**5. PRIMARY INDUSTRIES PROTOCOL**

- 9.3.1 the objectives of the iwi for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Protocol Area;
  - 9.3.2 how Ngāti Maniapoto will exercise kaitiakitanga over their fisheries in the Protocol Area;
  - 9.3.3 how the Trust will participate in fisheries planning in the Protocol Area; and
  - 9.3.4 how the customary, commercial and recreational fishing interests of Ngāti Maniapoto will be managed in an integrated way.
- 9.4 The Ministry and the Trust agree to meet as soon as reasonably practicable after Ministers issue this Protocol to discuss:
- 9.4.1 the content of the iwi fisheries plan, including how the plan will legally express, recognise and protect the mana of Ngāti Maniapoto; and
  - 9.4.2 ways in which the Ministry will work with the Trust to develop and review the iwi fisheries plan.

**10 PARTICIPATION IN IWI FISHERIES FORUMS**

- 10.1 The Ministry will provide opportunities for the Trust to have input and participate in any Iwi Fisheries Forums relating to the Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The Ngāti Maniapoto iwi fisheries plan will guide the Trust's input into those Forums. The Ministry will provide assistance, within the available resources, to those iwi who are participating in the forums to develop a Iwi Forum Fisheries Plan.

**11 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES**

- 11.1 The Ministry undertakes to provide the Trust with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- 11.1.1 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and
  - 11.1.2 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

**12 CONTRACTING FOR FISHERIES OR AQUACULTURE SERVICES**

- 12.1 The Ministry will consult with the Trust in respect of any contract for the provision of fisheries or aquaculture services that may impact on the management of fisheries or aquaculture within the Protocol Area, if the Ministry is proposing to enter into such a contract.
- 12.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Ngāti Maniapoto, and may be achieved by one or more of the following:
- 12.2.1 the Ministry may notify the Trust of a contract for fisheries or aquaculture services;

**5. PRIMARY INDUSTRIES PROTOCOL**

- 12.2.2 the Ministry may notify the Trust of an invitation to publicly tender for fisheries or aquaculture services; or
  - 12.2.3 the Ministry may direct a successful contractor to engage with the Trust as appropriate, in undertaking the relevant fisheries or aquaculture services.
- 12.3 If the Trust is contracted to undertake fisheries or aquaculture services, clause 12.1 will not apply in relation to those fisheries or aquaculture services.

**13 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES**

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

**14 CONSULTATION**

- 14.1 Where the Ministry is required to consult in relation to this Protocol, the Ministry shall undertake consultation in accordance with the principles of the Treaty of Waitangi. The basic principles that will be followed by the Ministry in consulting with the Trust in each case are:
- 14.1.1 ensuring that the Trust is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
  - 14.1.2 providing the Trust with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
  - 14.1.3 ensuring that sufficient time is given for the participation of the Trust in the decision-making process including the preparation of submissions by the Trust in relation to any of the matters that are the subject of the consultation;
  - 14.1.4 ensuring that the Ministry will approach consultation with the Trust with an open mind and a genuine willingness to consider their submissions in relation to any of the matters that are the subject of the consultation; and
  - 14.1.5 ensuring that in providing advice to decision makers, the Ministry will seek to actively protect the rights and interests of Ngāti Maniapoto and seek to mitigate adverse impacts on those rights and interests where appropriate.

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

**15 RĀHUI**

15.1 The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Maniapoto and supports their rights to place rāhui over their customary fisheries.

15.2 The Ministry and Trust acknowledge that a rāhui placed by the Trust or by Ngāti Maniapoto hapū over their customary fisheries has no force in law, cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Trust undertakes to inform the Ministry of the placing and the lifting of a rāhui by Ngāti Maniapoto over their customary fisheries, and the reasons for the rāhui.

15.3 The Ministry undertakes to inform representatives of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Maniapoto over their customary fisheries, in a manner consistent with the understandings outlined in subclause 15.2 above.

15.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Ngāti Maniapoto over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

**16 INFORMATION EXCHANGE**

16.1 The Trust and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and the Trust will, as far as possible, exchange any information that is of relevant mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and general law.

16.2 At the request of the Trust, the Ministry will:

16.2.1 make available all existing information held by, or reasonably accessible to, the Ministry where that information is requested by the Trust for the purposes of assisting them to exercise their rights under this Protocol; and/or

16.2.2 where it is reasonably practicable, provide a representative to attend a meeting with the Trust; and

16.2.3 when the Trust has requested that a Minister attend a meeting, use best efforts to facilitate the request and facilitate requests from the appropriate Minister to meet Maniapoto.

16.3 In consideration of a request made under clause 16.2 for information or advice, the Ministry will have regard to the following:

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

**5. PRIMARY INDUSTRIES PROTOCOL**

- 16.3.2 whether making the information available would contravene the provisions of an enactment;
  - 16.3.3 the time and cost involved in researching, collating, and providing the information or advice; and
  - 16.3.4 whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
- 16.4 In consideration of a request made under clause 16.2.2 for the Ministry to attend a meeting with the Trust:
- 16.4.1 the Ministry will determine the appropriate representative to attend;
  - 16.4.2 in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
    - 16.4.2.1 the number and frequency of such requests the Ministry has received from the Trust;
    - 16.4.2.2 the time and place of the meeting and the adequacy of notice given; and
    - 16.4.2.3 the time and cost involved in complying with the request.

**17 PROVISION OF AGRICULTURE, FORESTRY OR BIOSECURITY SERVICES AND RESEARCH**

- 17.1 Each party acknowledges that there is potential for the other to provide services to, or conduct research for, the other.
- 17.2 Where the Ministry undertakes contracts for agriculture, forestry or biosecurity related services or research, and where the Ministry considers it to have a direct impact on the Protocol Area, the Ministry will:
- 17.2.1 notify the Trust of its intention to do so and provide the Trust with an opportunity to be involved in the planning for services or research, as appropriate;
  - 17.2.2 where applicable, invite the Trust to provide a representative to be a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
  - 17.2.3 advise the Trust of the provider it has chosen;
  - 17.2.4 at the Ministry's discretion, require any research provider to engage with the Trust, and
  - 17.2.5 provide the Trust with the results of that research, as appropriate.

**18 DISPUTE RESOLUTION**

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

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- 18.1.1 within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Trust will meet to work in good faith to resolve the issue;
  - 18.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 18.1, senior representatives of the Ministry and the Trust will meet to work in good faith to resolve the issue;
  - 18.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses 18.1.1 and 18.1.2 having been followed, the Ministry and Trust may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.
- 18.2 In the context of any dispute that has been initiated under clause 18.1, the Ministry and the Trust will place utmost importance on the fact that the Ministry and Ngāti Maniapoto are, in accordance with clause 3.1 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

19 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 19.1 Where the development of fisheries, aquaculture, agriculture, forestry or biosecurity policy or any proposed fisheries, aquaculture, agriculture, forestry or biosecurity-related legislative amendment impacts upon the Protocol Area, the Ministry shall:
- 19.1.1 notify the Trust of the proposed policy development or proposed legislative amendment upon which iwi will be consulted;
  - 19.1.2 make available to the Trust the information provided to iwi as part of the consultation process referred to in this clause; and
  - 19.1.3 report back to the Trust on the outcome of any such consultation, either in writing or in person.

20 DEFINITIONS

- 20.1 In this Protocol:

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

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

**Trust** means Te Nehenehenui Trust;

**Protocol** means a statement in writing, issued by the Crown through Ministers to the Trust under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

**Protocol Area** means the land area as noted in the attached map at Appendix A;

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**Settlement Date** means [ ].

5. PRIMARY INDUSTRIES PROTOCOL

ISSUED on

[ ]

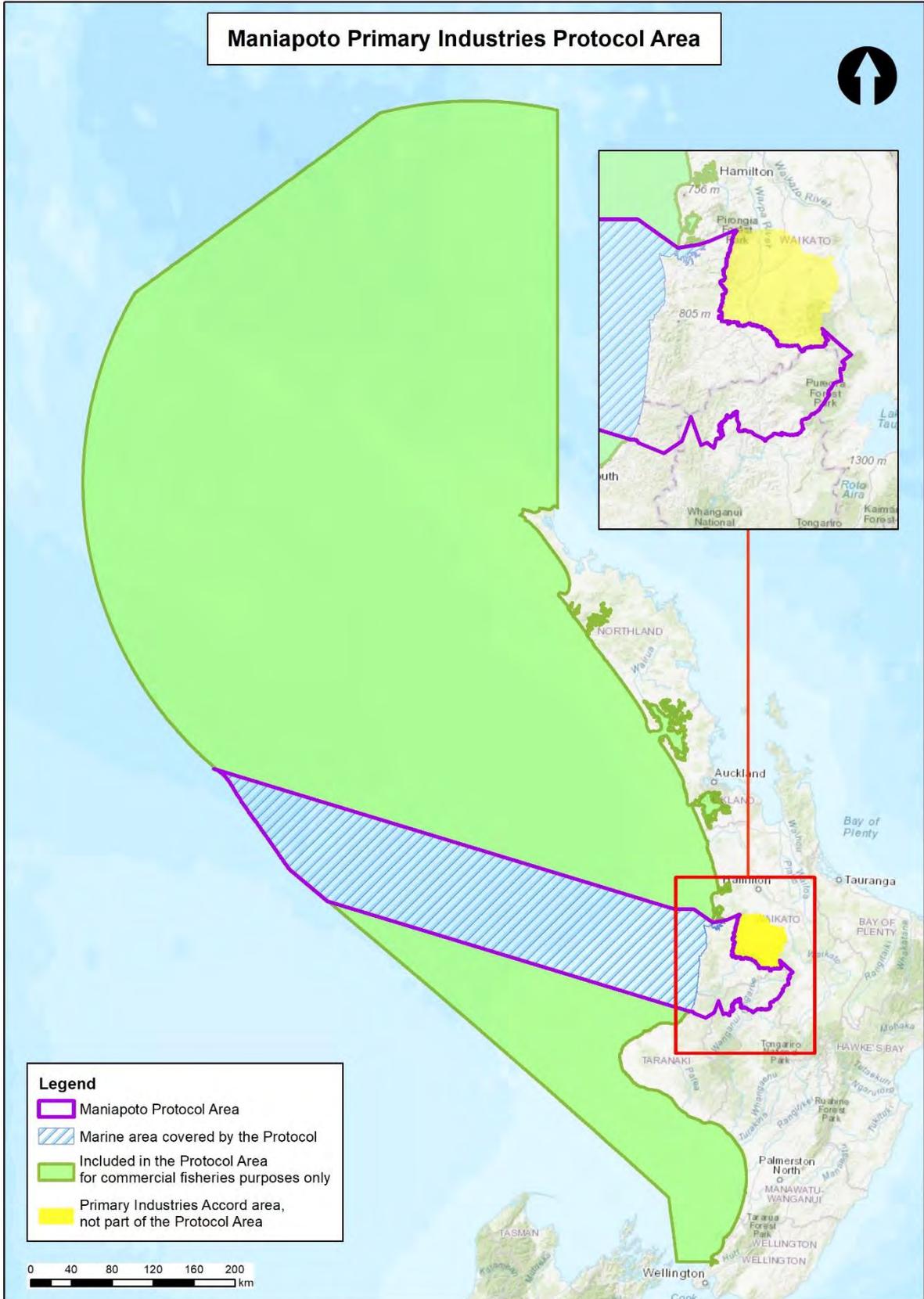
<p><b>SIGNED</b> for and on behalf of <b>THE SOVEREIGN</b> in right of New Zealand by the</p> <p><b>Minister for Oceans and Fisheries</b></p> <p><b>WITNESS</b></p> <hr/> <p>Name:</p> <p>Occupation:</p> <p>Address:</p>	
<p><b>Minister of Agriculture</b></p> <p><b>WITNESS</b></p> <hr/> <p>Name:</p> <p>Occupation:</p> <p>Address:</p>	
<p><b>Minister for Biosecurity</b></p> <p><b>WITNESS</b></p> <hr/> <p>Name:</p> <p>Occupation:</p> <p>Address:</p>	

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<p><b>Minister for Food Safety</b></p> <p><b>WITNESS</b></p> <hr/> <p>Name:</p> <p>Occupation:</p> <p>Address:</p>	
<p><b>Minister of Forestry</b></p> <p><b>WITNESS</b></p> <hr/> <p>Name:</p> <p>Occupation:</p> <p>Address:</p>	

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ATTACHMENT A  
PROTOCOL AREA



IZ009600 14 Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, Increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN,

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ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

PROVISIONS OF THE DEED OF SETTLEMENT RELATING TO THIS PROTOCOL

**1. Amendment and cancellation**

1.1 The parties may jointly agree to amend or cancel this Protocol.

**2. Noting**

2.1 A summary of the terms of this Protocol must be noted in the fisheries plans affecting the Protocol Area, but the noting –

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (section 11A).

**3. Limits**

3.1 This Protocol does not –

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including –

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section 12(1)); or

3.1.2 restrict the responsibilities of the Minister or the Ministry (clause 2.2) or the legal rights of Ngāti Maniapoto (clause 3.2.7); or

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

(a) the Fisheries Act 1996; or

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

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

(d) the Maori Fisheries Act 2004; or

3.1.4 derogate from the Maniapoto Primary Industries Portfolio Accord of 08 August 2014 or any subsequent amendments to that Accord.

5. PRIMARY INDUSTRIES PROTOCOL

**4. Breach**

- 4.1 Subject to the Crown Proceedings Act 1950, the Trust may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded.
- 4.2 The deed of settlement provides that a failure by the Crown to comply with this Protocol is not a breach of the deed of settlement (clause 5.57).

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**6. RELATIONSHIP AGREEMENTS**

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**6.1 WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN  
THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

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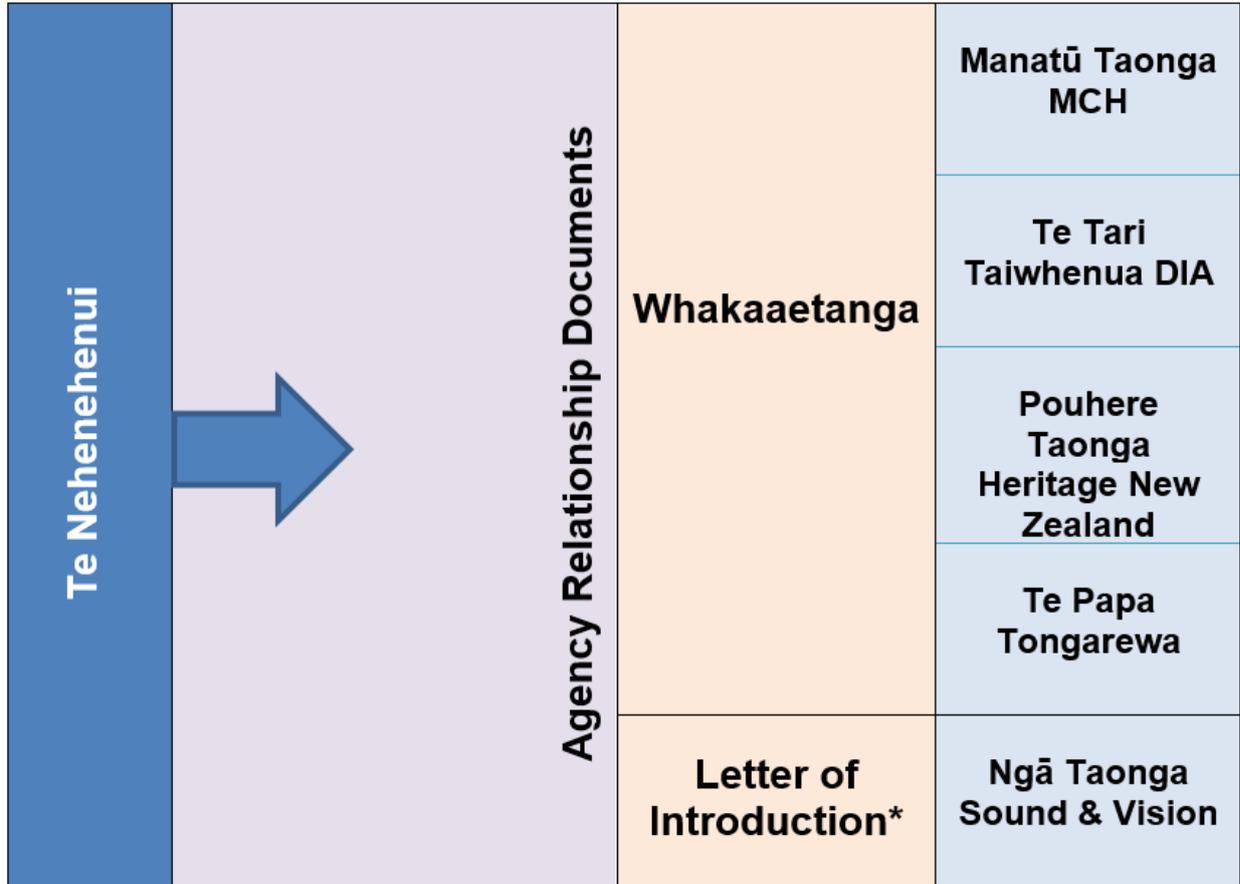
**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE  
AND HERITAGE AGENCIES AND TE NEHENEHENUI**

*Whakaaetanga Tiaki Taonga*

Relationship Agreement between the Culture and Heritage agencies and  
Te Nehenehenui

6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI

## Whakaaetanga Tiaki Taonga - Overarching Relationship Agreement



**\*An agreement outside of Treaty settlement process.**

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

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

6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI

*Whakaaetanga Tiaki Taonga*

**The Parties**

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

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

For the purposes of this Whakaaetanga Te Nehenehenui is the body representative of Ngāti Maniapoto who have an interest in the matters covered under this Whakaaetanga. This derives from the status of Ngāti Maniapoto as tāngata whenua in the iwi area of interest and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

The agencies responsible for the National Library and Archives New Zealand, Te Papa, Pouhere Taonga and MCH are for the purposes of this Whakaaetanga referred to as the "**Culture and Heritage Parties**".

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

**Introduction**

1. Under the Deed of Settlement dated [X] between Ngāti Maniapoto and the Crown (the "Deed of Settlement"), the Parties agreed to the development of a Whakaaetanga between the Culture and Heritage Parties and Te Nehenehenui to facilitate:
  - 1.1. the care, management, access, use, development and revitalisation of Ngāti Maniapoto taonga; and
  - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Maniapoto.
2. The Parties have entered into this Whakaaetanga consistent with the partnership principle underlying Te Tiriti o Waitangi/the Treaty of Waitangi.
3. The Parties wish to record in this Whakaaetanga their common commitment relating to the care and management, use, development and revitalisation of, and access to, Ngāti Maniapoto taonga (whether held by Ngāti Maniapoto whānau and hapū, and Culture and Heritage Parties).
4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Ngāti Maniapoto.

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

5. The Parties acknowledge that these common commitments are intended to support and promote the vision of Te Nehenehenui.
6. For Ngāti Maniapoto, the aspirations outlined in this Whakaaetanga are founded on the principles of "mana tuku iho", the inherent wisdom of Ngāti Maniapoto tūpuna, who determined that the "mana whatu āhuru" would guide the generations of Ngāti Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Ngāti Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.
7. Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.
8. Te Ōhākī Tapu was a series of agreements between Ngāti Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown. The agreements reflected the Crown's pursuit of kāwanatanga and the Ngāti Maniapoto desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account in the Deed of Settlement. The agreements looked forward to a relationship of partnership for the benefit of both parties. Today, the Treaty settlement process heralds a new era of collaboration in partnership with Ngāti Maniapoto and Crown working together to contribute to the understanding, management and active protection of the cultural heritage and taonga of Ngāti Maniapoto, such as that reflected in this Whakaaetanga.

**Purpose**

9. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngāti Maniapoto taonga, whether held by Ngāti Maniapoto whānau and hapū, and the Culture and Heritage Parties.
10. Those Parties who have responsibilities for taonga recognise the following, which will guide them in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the joint work plans:
  - 10.1. the significance of Ngāti Maniapoto taonga to the maintenance and development of Ngāti Maniapoto culture and to enriching the cultural life of New Zealand;
  - 10.2. that Ngāti Maniapoto taonga is held and looked after by Ngāti Maniapoto whānau and hapū, and also by the Culture and Heritage Parties to this Whakaaetanga;
  - 10.3. the cultural and spiritual authority of Ngāti Maniapoto in relation to Ngāti Maniapoto taonga;
  - 10.4. that active and meaningful engagement by the Culture and Heritage Parties with Ngāti Maniapoto in the care and management, use, development and revitalisation of, and access to, Ngāti Maniapoto taonga is required as agreed in the joint work plans;
  - 10.5. that innovative and technological solutions are required to provide opportunities for the youthful population of Ngāti Maniapoto, and the high percentage of that

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

population who are living outside the traditional tribal rohe, to connect with the culture and identity of Ngāti Maniapoto; and

- 10.6. the need for an enduring and collaborative relationship to be developed between Te Nehenehenui and the Culture and Heritage Parties.
11. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the work plans:
  - 11.1. the significance that place-based taonga such as marae, wāhi tapu and wāhi tūpuna, ancestral footprints in archaeology, and others have for iwi/hapū and the cultural life of New Zealand;
  - 11.2. that said place-based taonga are looked after by Ngāti Maniapoto whānau and hapū;
  - 11.3. the cultural and spiritual authority of Ngāti Maniapoto in relation to said place-based taonga;
  - 11.4. that active and meaningful engagement by the Pouhere Taonga with Ngāti Maniapoto in the identification, protection, preservation and conservation of Ngāti Maniapoto place-based taonga are required as agreed in the work plans; and
  - 11.5. the need for an enduring and collaborative relationship to be developed between Te Nehenehenui and Pouhere Taonga.

**Vision**

12. The Culture and Heritage Parties recognise and respect the vision of Te Nehenehenui which is for Ngāti Maniapoto to access and own their taonga and be involved in their care and management, use, development and revitalisation. Ngāti Maniapoto wish to be involved in the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Maniapoto. Further, Ngāti Maniapoto are developing a 30-year vision and strategy based on "Maniapoto 2050" for achieving the social, economic and cultural aspirations for the individuals, whānau and hapū of Ngāti Maniapoto (Maniapoto me ōna hapū maha, te whare o te Nehenehenui). Ngāti Maniapoto seek to develop a relationship with the Culture and Heritage Parties that will improve specific metrics that show that the Ngāti Maniapoto vision is being achieved.
13. This vision is intended to facilitate access to Ngāti Maniapoto taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Maniapoto.
14. The vision of Te Nehenehenui is built upon the already existing relationships between Ngāti Maniapoto and the Culture and Heritage Parties. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tūpuna and land based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

**Principles**

15. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:
  - 15.1. working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - 15.2. working with a 'no surprises' approach;
  - 15.3. working in a spirit of co-operation;
  - 15.4. acknowledging that the relationship is flexible and evolving;
  - 15.5. respecting the independence of the Parties and their individual mandates, roles and responsibilities; and
  - 15.6. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
16. Te Nehenehenui and the Culture and Heritage Parties have entered into this Whakaaetanga in good faith and in the spirit of partnership. Te Nehenehenui and the Culture and Heritage Parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

**Effect**

17. The requirements of the Whakaaetanga are aspirational. The Parties acknowledge that while this Whakaaetanga is not intended to constitute a legally binding contract that is enforceable in law between the Parties, the Parties are committed to working together in good faith in accordance with this Whakaaetanga and in a manner that supports the vision of Maniapoto.
18. Nothing in this Whakaaetanga precludes any of the Parties from agreeing to explore opportunities beyond the express terms of this agreement.
19. Appendix B (The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu) of the Whakaaetanga is issued pursuant to section 30 of the [Maniapoto Claims Settlement Act YEAR] ("the Settlement Legislation") that implements the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement. Appendix B is legally enforceable under the Settlement Legislation.
20. For the avoidance of doubt the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.
21. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.
22. Te Nehenehenui acknowledges that all agreements and commitments contained in this Whakaaetanga are subject to legislative rights and obligations under which the respective Culture and Heritage Parties operate and the terms upon which specific taonga are held by the Culture and Heritage Parties and/or Te Nehenehenui.

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

**Relationship redress provided in other agreements**

23. On 27 September 2010 the Crown and the Maniapoto Māori Trust Board signed:
  - 23.1. a Deed of Settlement in relation to the co-governance and co-management of the Waipā River; and
  - 23.2. the Waiwaia Accord.
24. The Whakaaetanga should be read in conjunction with the relationship redress agreed through the Ngāti Maniapoto Waipa River Deed of Settlement 2010. This included a Taonga Tūturu Portfolio Accord signed on 15 December 2011 (MCH). While this agreement is designed to align and compliment the Taonga Tūturu Portfolio Accord, where issues arise that relate to the area covered by the Taonga Tūturu Portfolio Accord, the Taonga Tūturu Portfolio Accord will take precedence over this Whakaaetanga.

**Development of specific pieces of work**

25. When requested by Te Nehenehenui, each of the Culture and Heritage Parties will confirm joint work plans (work plans) with Te Nehenehenui, in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:
  - 25.1. provide the detail of the commitments agreed by Te Nehenehenui and each respective Culture and Heritage Party;
  - 25.2. set out a timetable and milestones for delivering on any agreed commitments;
  - 25.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
  - 25.4. identify a process for resolving any issues or disputes;
  - 25.5. identify key contact persons for the parties;
  - 25.6. provide for mutually agreed outcomes; and
  - 25.7. provide for the work plans to be reviewed at the annual meeting.
26. Final topics for the work plans will be mutually agreed by Te Nehenehenui and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
27. When developing work plans Culture and Heritage Parties may invite any other party to be involved in discussions about the work plan. The Culture and Heritage Parties will engage with Te Nehenehenui before issuing any such invitation.

**Work plan topics shared by all Parties**

28. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.
  - 28.1. Care and management of Ngāti Maniapoto taonga held by Culture and Heritage Parties and of land based Māori heritage structures and monuments:
    - a. to provide access, advice and guidance on taonga and cultural heritage issues;

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

- b. to work collaboratively with Te Nehenehenui, as far as reasonably practicable, to develop and maintain inventories for Ngāti Maniapoto taonga;
  - c. to work collaboratively with Te Nehenehenui to research Ngāti Maniapoto taonga;
  - d. to work with Te Nehenehenui to develop metadata for Ngāti Maniapoto taonga;
  - e. to work collaboratively with Te Nehenehenui on taonga care, management, and storage;
  - f. to develop mutually beneficial research projects that enhance the understanding of Ngāti Maniapoto taonga and Ngāti Maniapoto culture; and
  - g. to work collaboratively with Te Nehenehenui on the identification, preservation and protection of their land based Māori heritage, structures and monuments.
- 28.2. Sharing knowledge and expertise associated with Ngāti Maniapoto cultural heritage in order to:
- a. share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
  - b. share information on database use and research methodologies specific to, or that can be applied towards, Ngāti Maniapoto taonga;
  - c. work together on exhibition planning processes and related activities specific to Ngāti Maniapoto taonga;
  - d. seek advice from Te Nehenehenui regarding specific policy and tikanga guidance as it relates to Ngāti Maniapoto taonga; and
  - e. share information on the preservation and protection of land based Māori heritage, structures and monuments.
- 28.3. Opportunities for increased learning and capacity building relating to Ngāti Maniapoto taonga through:
- a. conservation and training in taonga and structure preservation;
  - b. collection management systems;
  - c. digitisation initiatives; and
  - d. training and development, with possible internships.
- 28.4. Care and management of Ngāti Maniapoto taonga and cultural heritage under the control of Ngāti Maniapoto.
29. Final topics for the work plans will be mutually agreed by Te Nehenehenui and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Whakaaetanga includes potential topics for work plans between Te Nehenehenui and each of the Culture and Heritage Parties.

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

**Ongoing Relationships**

30. The Parties agree to meet ("hui of the Parties") if requested by either party, at a date to be mutually agreed.
31. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.
32. Each party will meet its own cost of attending the hui of the Parties.

**Communication**

33. The Parties commit to:
  - 33.1. maintain effective communication with one another on any concerns and issues arising from this Whakaaetanga and its implementation;
  - 33.2. as far as reasonably practicable, provide opportunities for meetings of relevant management and staff at the relevant level, in order to progress the relationship and any agreed joint work to advance the vision of Ngāti Maniapoto;
  - 33.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Whakaaetanga and the practical tasks which flow from it;
  - 33.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Whakaaetanga and future amendments; and
  - 33.5. subject to the Privacy Act 1993, include a copy of this Whakaaetanga on the Culture and Heritage Parties' websites.
34. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Whakaaetanga shall be resolved between the Parties by giving special consideration to the vision and principles of Te Nehenehenui.

**Consultation and changes to policy and legislation affecting this Whakaaetanga**

35. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with Te Nehenehenui on legislative and policy development or review where general consultation with the public or with Māori generally might impact on the purpose of the Whakaaetanga or where it potentially affects Ngāti Maniapoto taonga. This provides Te Nehenehenui the opportunity to be consulted and to contribute to these developments or review in a genuine and meaningful way. The basic principles that will be followed in consulting with Te Nehenehenui trustees in each case are:
  - 35.1. ensuring that Te Nehenehenui trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage Party of the proposal or issues to be the subject of the consultation;
  - 35.2. providing Te Nehenehenui trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

- 35.3. ensuring that sufficient time is given for the participation of Te Nehenehenui trustees in the decision-making process including the preparation of submissions by Te Nehenehenui trustees in relation to any of the matters that are the subject of the consultation;
- 35.4. ensuring that the Culture and Heritage Party will approach the consultation with Te Nehenehenui trustees with an open mind, and will genuinely consider the submissions of Te Nehenehenui trustees in relation to any of the matters that are the subject of the consultation; and
- 35.5. reporting back to Te Nehenehenui trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

**Dispute Resolution**

36. In the event that the Parties cannot agree on the interpretation or implementation of this Whakaaetanga, or agree revised terms following a review of the Whakaaetanga, then a meeting will be convened between Te Nehenehenui and the Chief Executive of, or relevant Minister for, the Culture and Heritage Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board). Any Party that makes a request for a meeting will give one months' notice to the other Parties.
37. Where the dispute has not been resolved within a reasonable period of time through a meeting under clause 36 then either Party may require the dispute to be referred to mediation as follows:
  - 37.1. the party requiring the dispute to be referred to mediation must provide written notice to the other Party or Parties;
  - 37.2. the parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in clause 37.1, a mediator will be appointed by the President for the time being of Te Kāhui Ture o Aotearoa (The New Zealand Law Society). The mediator will be:
    - a. experienced in tikanga based dispute resolution; and
    - b. independent of the dispute.
  - 37.3. the mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.
38. Where a mediator is appointed through the process described in clause 37, the costs of the mediation will be met jointly by the Parties.

**Review Provision**

39. This Whakaaetanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Culture and Heritage Parties that have the potential to affect the matters included in this Whakaaetanga. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered into in the Whakaaetanga remain relevant and continue to capture the purpose of the Whakaaetanga.

**DOCUMENTS**

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**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

40. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at clause 30 and may sign an amended Whakaaetanga that reflects the changes which will take effect upon signing.

**Definitions**

<b>"the Area"</b>	means the Ngāti Maniapoto Area of Interest as defined at Appendix D
<b>"Culture and Heritage parties"</b>	has the same meaning given to it in "the Parties" section of this Ōhākī Tapu
<b>"Deaccessioned"</b>	means the permanent removal of an item from the collections of Te Papa
<b>"Found"</b>	has the same meaning as in section 2 of the Protected Objects Act 1975
<b>"Inventories"</b>	means list of information
<b>"Whakaaetanga"</b>	means this Whakaaetanga Tiaki Taonga
<b>"National Library"</b>	includes the Alexander Turnbull Library
<b>"Settlement Date"</b>	has the same meaning as in the Deed of Settlement.
<b>"Taonga"</b>	Taonga includes (but is not limited to) artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images, wāhi tapu, wāhi tapu areas, wāhi tūpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga.
<b>"Tiaki Taonga"</b>	means the care and management, use, development and revitalisation of, and access to, taonga; whether held by iwi, whānau and hapū or the Crown parties

**Signing parties**

(Name)  
Chief Executive  
**Te Nehenehenui**  
Date:

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

DOCUMENTS

6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI

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

Date:

**WITNESS**

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

Occupation:

Address:

Bernadette Cavanagh  
Chief Executive  
**Ministry for Culture and Heritage Manatū Taonga**

Date:

**WITNESS**

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

Occupation:

Address:

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

Date:

**WITNESS**

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

Occupation:

Address:

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

Date:

**WITNESS**

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

Occupation:

Address:

DOCUMENTS

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**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE  
AND HERITAGE AGENCIES AND TE NEHENEHENUI**

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

**WITNESS**

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Date:

Name:

Occupation:

Address:

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

**Appendix A: Work plan topics specific to Culture and Heritage Parties**

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

**Te Tari Taiwhenua Department of Internal Affairs**

**National Library Te Puna Mātauranga o Aotearoa**

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

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

3. Collaborative care and management of Taonga:
  - a) to work with Te Nehenehenui to develop processes to record what material relating to Ngāti Maniapoto taonga is being accessed from the collections;
  - b) to work with Te Nehenehenui to develop protocols concerning use of and access to materials relating to Ngāti Maniapoto taonga;
  - c) the Chief Archivist will facilitate, where possible, the engagement of public offices with Ngāti Maniapoto to identify and arrange for the discharge of any taonga records relevant to Ngāti Maniapoto which are scheduled for disposal and are not required for retention as part of the permanent Government record.
4. Monitoring delivery of service:
  - a) to develop processes to monitor the effectiveness of the relationship with and services to Te Nehenehenui in achieving outcomes mutually agreed in the work plans.
5. Analysis and reporting:
  - a) to prepare and prioritise a list of key questions to ask regularly in written reports to Te Nehenehenui which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

6. Advice for public offices and local authorities on access to Ngāti Maniapoto taonga:
- a) to consult with Te Nehenehenui, and advise public offices and local authorities, on best practice in making access decisions for access to Ngāti Maniapoto taonga held by the public archives and local authorities.

**Museum of New Zealand Te Papa Tongarewa**

7. To work with Te Nehenehenui consistent with the principle of Mana Taonga which:
- a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Museum of New Zealand Te Papa Tongarewa ("Te Papa") collections a special connection to the marae – Rongomaraeroa; and
  - b) shapes and informs many of the activities of Te Papa and provides guidance for staff in the research, care, and management of taonga.
8. Collaborative care and management of Taonga:
- a) to develop and maintain an inventory of Ngāti Maniapoto taonga held at Te Papa;
  - b) to work with Te Nehenehenui to develop exhibition opportunities; and
  - c) to provide opportunities to promote Ngāti Maniapoto artists at Te Papa.
9. To provide Ngāti Maniapoto the opportunity to share their mātauranga regarding key activities and events at Te Papa:
- a) to recognise Te Nehenehenui as an iwi authority for Ngāti Maniapoto in relation to taonga issues; and
  - b) to consult with Te Nehenehenui regarding the return of Ngāti Maniapoto taonga that may be deaccessioned by Te Papa.
10. Sharing knowledge and expertise associated with Ngāti Maniapoto cultural heritage kaupapa:
- a) to share knowledge and expertise associated with Ngāti Maniapoto cultural heritage kaupapa, including the following:
    - i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;
    - ii) Visitor market research & evaluation methodology and data;
    - iii) Ngāti Maniapoto taonga held overseas;
  - b) to actively facilitate Ngāti Maniapoto relationships with New Zealand and international museums, galleries and heritage organisations; and
  - c) to actively facilitate opportunities for access and reconnection of Te Nehenehenui taonga through the relationships stated in paragraph 10(b) above.

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

***Te Papa: Future Aspirations:***

11. In the future Te Papa and Te Nehenehenui will work together on:
- a) New Zealand Museum Standards Scheme;
  - b) advice on cultural centre development;
  - c) commercial Initiatives;
  - d) exhibition and project partnership.

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

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

***Whakaoranga taonga marae - Māori buildings conservation programme***

13. Wharenuī, wharekai, whare karakia, pātaka, pouhaki, tohu whakamaharatanga, waka, and other forms of Māori built heritage are important taonga to preserve for the future. Pouhere Taonga actively assists whānau, hapū and iwi initiatives to preserve these taonga through a range of advisory and on-site services.
14. These services include:
- a) conservation assessments;
  - b) conservation technical advice and services;
  - c) conservation workshops; and
  - d) funding advice.

***Mahi hura whenua - Māori heritage and archaeology***

15. The Heritage New Zealand Pouhere Taonga Act 2014 ("the Act") defines an archaeological site as a place associated with pre-1900 human activity where there may be evidence relating to the history of Aotearoa/New Zealand. When any development is planned that may affect an archaeological site or suspected archaeological site, the developer must apply for an archaeological authority. The archaeological authority provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:
- a) assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and hapū or iwi has been conducted; and
  - b) help liaise with communities – relevant iwi, hapū and hapori, landowners, developers, and archaeologists.

***Mahi rārangi kōrero - Māori heritage and the list***

16. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero ("the List") recognises historic places, historic areas, Wāhi Tapu, Wāhi Tapu areas and Wāhi Tūpuna

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

that are significant to the heritage of Aotearoa/New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plans can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:

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

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

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

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

**RELATIONSHIP PRINCIPLES**

2. Te Nehenehenui, the Minister and the Chief Executive agree to abide by the relationship principles set out in clauses 15 and 16 of this Whakaaetanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

**WHAKAAETANGA PROVISIONS**

3. The Ministry for Culture and Heritage ("MCH") agrees to comply with all of its obligations to Te Nehenehenui set out in the body of the Whakaaetanga.

**PROTECTED OBJECTS ACT 1975**

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

**NOTIFICATION OF TAONGA TŪTURU**

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

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

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

**OWNERSHIP OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF NGĀTI MANIAPOTO ORIGIN FOUND ELSEWHERE IN NEW ZEALAND**

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

**CUSTODY OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF NGĀTI MANIAPOTO ORIGIN FOUND ELSEWHERE IN NEW ZEALAND**

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

**EXPORT APPLICATIONS - EXPERT EXAMINERS**

- 11. For the purpose of seeking an expert opinion from Te Nehenehenui trustees on any export applications to remove any Taonga Tūturu of Ngāti Maniapoto origin from New Zealand, the Chief Executive will register Te Nehenehenui trustees on the MCH Register of Expert Examiners.
- 12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Maniapoto origin from New Zealand, the Chief Executive will consult Te Nehenehenui trustees as an Expert Examiner on that application, and notify Te Nehenehenui trustees in writing of their decision.

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

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

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

**REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU**

15. The Chief Executive will register Te Nehenehenui trustees as a Registered Collector of Taonga Tūturu.

**BOARD APPOINTMENTS**

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

**NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES**

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

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

**HISTORY PUBLICATIONS RELATING TO NGĀTI MANIAPOTO**

19. The Chief Executive shall:
- a) provide Te Nehenehenui trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Ngāti Maniapoto; and
  - b) where reasonably practicable, consult with Te Nehenehenui trustees on any work MCH undertakes that relates substantially to Ngāti Maniapoto:
    - i) from an early stage;
    - ii) during the process of undertaking the work; and
    - iii) before making the final decision on the material of a publication.
20. Te Nehenehenui trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by Te Nehenehenui trustees, is entitled to make the final decision on the material of the historical publication.

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

21. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngāti Maniapoto within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices. Where appropriate, the Chief Executive will consider using Te Nehenehenui trustees as a provider of professional services.
22. The procurement by the Chief Executive of any such services set out in clause 21 of this Appendix is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and MCH's purchasing policy.

**CONSULTATION**

23. In addition to the consultation principles regarding policy legislative development or review as set out in clause 35 in the main body of the Whakaaetanga, MCH and Te Nehenehenui shall discuss any of MCH's operational activities, which specifically affect Maniapoto interests in the Area.
24. Notwithstanding the paragraph above, MCH and Te Nehenehenui shall discuss Maniapoto interests in the Area at the hui of the Parties arranged in accordance with clause 30 of the main body of the Whakaaetanga.

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

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

**TE TARI TAIWHENUA (DEPARTMENT OF INTERNAL AFFAIRS)**

1. Te Tari Taiwhenua Department of Internal Affairs ("the Department") is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector.
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
  - (a) provides direct services to people, communities and government;
  - (b) provides policy advice to government;
  - (c) regulates people's activity, encourages compliance and enforces the law;
  - (d) monitors performance; and
  - (e) currently employs 1500 staff in 21 cities and towns in New Zealand, Sydney and London.
5. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs will be accountable for the functions of the National Library and of Archives New Zealand.
6. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in, this Whakaaetanga in relation to the functions of the National Library and of Archives New Zealand, and will have an important role in managing the overall relationship with Ngāti Maniapoto.

**NATIONAL LIBRARY OF NEW ZEALAND (TE PUNA MĀTAURANGA O AOTEAROA)**

7. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
  - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;
  - (b) supplementing and furthering the work of other libraries in New Zealand; and

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

- (c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
8. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
- (a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;
  - (b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and
  - (c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

**ARCHIVES NEW ZEALAND (TE RUA MAHARA O TE KĀWANATANGA)**

9. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
10. Archives New Zealand works to achieve the following outcomes:
- (a) Full and accurate records are kept by public sector agencies;
  - (b) Public archives are preserved and well-managed; and
  - (c) Public archives are accessible and used.
11. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards.
12. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.
13. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.
14. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
15. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department's role and responsibility. The regional offices provide local communities with access to records of local significance. Together we support

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

government recordkeeping and Māori, iwi and hapū with the care and management of archives.

**MUSEUM OF NEW ZEALAND TE PAPA TONGAREWA (TE PAPA)**

16. The Museum of New Zealand Te Papa Tongarewa ("Te Papa") is an autonomous Crown Entity under the Crown Entities Act 2004. It was established by the Museum of New Zealand Te Papa Tongarewa Act 1992, replacing the former National Museum and National Art Gallery.
17. The purpose of Te Papa, as stated in the Museum of New Zealand Te Papa Tongarewa Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand and treasure the past, enrich the present and meet the challenges of the future".
18. Under the Act, in performing its functions, Te Papa shall:
  - (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
  - (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity;
  - (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.
19. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to Te Papa website:  
<https://www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents>

**MANATŪ TAONGA - MINISTRY FOR CULTURE AND HERITAGE**

20. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.
21. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.
22. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand's culture and kaitiaki of New Zealand's taonga. The Ministry's work prioritises cultural outcomes and also supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
23. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day

**6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI**

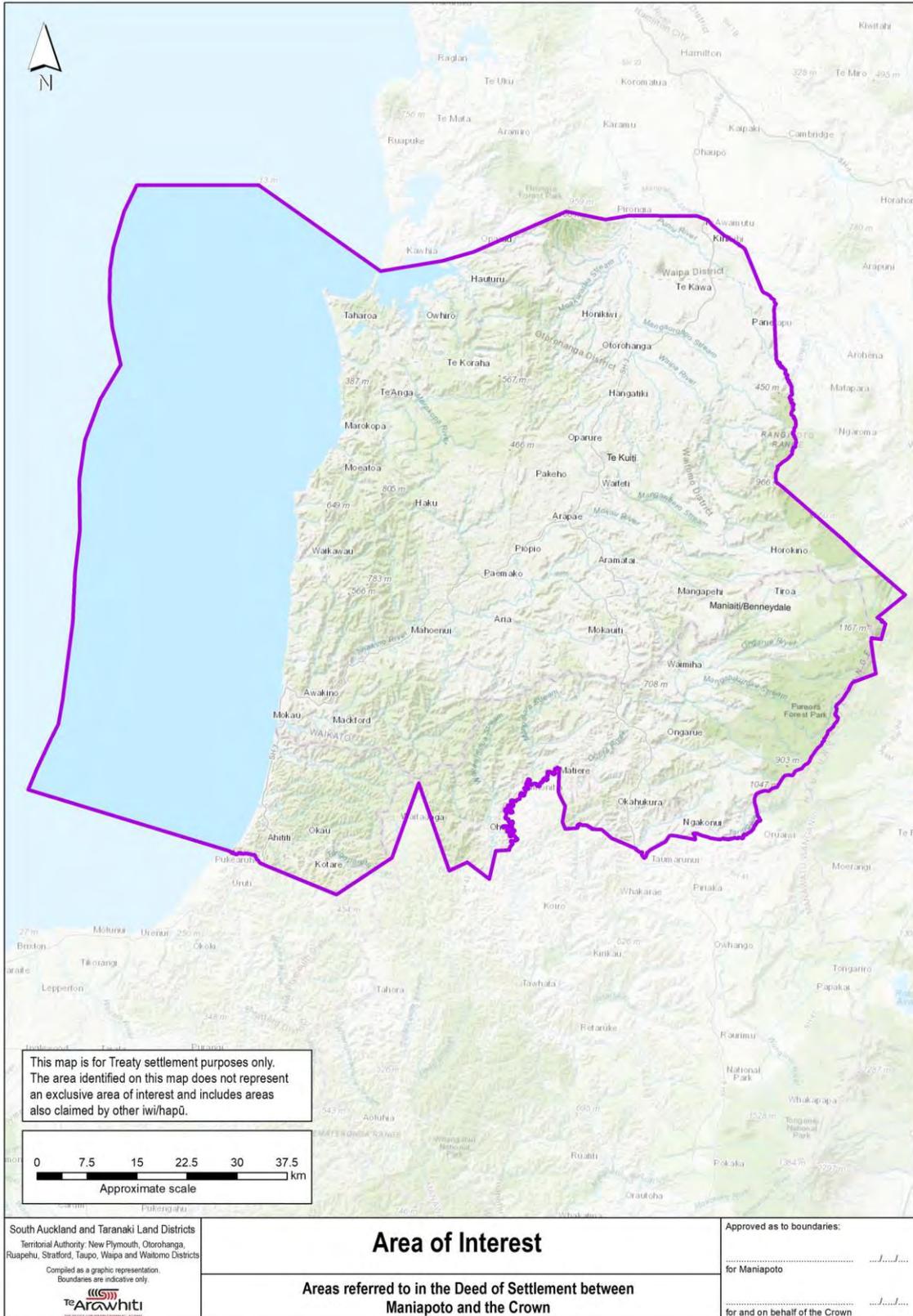
celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

**HERITAGE NEW ZEALAND POUHERE TAONGA**

24. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust, is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.
25. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the Crown Entities Act 2004. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the Heritage New Zealand Pouhere Taonga Act 2014.
26. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the Resource Management Act 1991, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.
27. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.

6.1: WHAKAAETANGA TIAKI TAONGA RELATIONSHIP AGREEMENT BETWEEN THE CULTURE AND HERITAGE AGENCIES AND TE NEHENEHENUI

APPENDIX D: MANIAPOTO AREA OF INTEREST



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**6.2 TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA  
O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT  
BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA  
AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO**

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6.2: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO

TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA

## RELATIONSHIP AGREEMENT

BETWEEN

THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS

AND

NGĀTI MANIAPOTO

*Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.*

*The prestige, recognition, and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.*

### 1 PURPOSE

1.1 This agreement ("**Relationship Agreement**") formalises the relationship between the Ministry of Justice, New Zealand Police, Ara Poutama Aotearoa (referred to as "**Combined Justice Sector Agencies**") and Te Whare o te Nehenehenui ("**Te Nehenehenui**") (referred to collectively as the "**Parties**"). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that:

- 1.1.1 an ongoing dialogue is maintained through which the parties are kept aware of each other's interests;
- 1.1.2 opportunities for collaboration are explored when they arise, including collaboration to enhance the well-being of Maniapoto and opportunities to positively influence change within the criminal justice system; and
- 1.1.3 pre-existing activities by individual justice sector agencies and Maniapoto will continue to progress alongside this agreement and will not be impacted by this agreement unless the parties agree.

### 2 BACKGROUND

2.1 For Maniapoto, the aspirations outlined in this Agreement are founded on the principles of "mana tuku iho",<sup>2</sup> the inherent wisdom of Maniapoto tūpuna, who determined that the

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<sup>2</sup> mana tuku iho - inherent wisdom of Maniapoto tūpuna

**6.2: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO**

"mana whatu āhuru"<sup>3</sup> would guide the generations of Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.

- 2.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.
- 2.3 Te Ōhākī Tapu was a series of agreements between Ngāti Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown. The agreements reflected the Crown's pursuit of kāwanatanga and the Ngāti Maniapoto desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account of the Deed of Settlement. The agreements looked forward to a relationship of partnership for the benefit of both parties. Today, the Treaty settlement process heralds a new era of collaboration with Maniapoto and the Crown working in partnership to support the well-being and safety of our whānau and hapū.

**3 MANIAPOTO STATEMENT OF ASPIRATION AND VALUES FOR RELATIONSHIP WITH COMBINED JUSTICE SECTOR AGENCIES**

- 3.1 Maniapoto are developing a 30 year vision and strategy based on "Maniapoto 2050" for achieving the social, economic and cultural aspirations for the individuals, whānau and hapū of Maniapoto (Maniapoto me ōna hapū maha, Te Whare o Te Nehenehenui).
- 3.2 Maniapoto seek to develop a relationship with the Combined Justice Sector Agencies that will improve specific metrics of health, well-being and success so that Maniapoto outcomes are demonstrably improved and at least equal to the outcomes of non-Māori.
- 3.3 Maniapoto considers that strong and resilient whānau results in strong and resilient hapū and marae, in turn creating strong and resilient iwi and communities. The Maniapoto aspiration is to achieve absolute well-being for Maniapoto whānau.
- 3.4 Maniapoto seeks to work in partnership with the Combined Justice Sector Agencies to explore opportunities and implement specific work programmes for:
- 3.4.1 the protection and use of Maniapoto data and research;
  - 3.4.2 monitoring the well-being of and risks to Maniapoto whānau and hapū;
  - 3.4.3 co-designing programmes and services that will support and improve outcomes for Maniapoto whānau and hapū, particularly for individuals whose well-being is at significant risk of harm now, or in the future; and
  - 3.4.4 creating preventive initiatives and interventions to reduce offending and re-offending and minimise the number of people entering into the justice system.

<sup>3</sup> Mana whatu āhuru – chiefly mana, principle authority, sacred wisdom

**6.2: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO**

3.5 In exploring opportunities and implementing specific work programmes, Maniapoto wishes to see the parties use best efforts, within the parties' resource constraints, to achieve the purposes of this agreement.

3.6 The Parties acknowledge that, for Maniapoto, the basis of this relationship will be:

3.6.1 *Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.*

3.6.2 (The prestige, recognition and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.)

**4 THE COMBINED ASPIRATION, VALUES AND ROLE OF JUSTICE SECTOR AGENCIES**

4.1 Combined Justice Sector Agencies are committed to improving system performance and strengthening Māori-Crown relationships.

4.2 This Agreement provides the Combined Justice Sector Agencies with an avenue to supporting Maniapoto specifically to lift the hauoratanga, or social well-being, of Maniapoto whānau and to make communities within the Maniapoto rohe safer and stronger.

4.3 This Agreement will not be predetermined or limited by geographical or administrative boundaries. It will be guided by the extension of the Maniapoto whakapapa and the needs of their whānau and hapū.

**5 RELATIONSHIP PRINCIPLES**

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

5.1.1 recognise each other's capability, authority and role in this relationship, and their individual source of mana or authority;

5.1.2 be afforded equal influence in discussions;

5.1.3 give effect to the principles of Te Tiriti o Waitangi;

5.1.4 adopt a positive, collaborative and co-operative approach to the partnership, including acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability; ensuring early engagement on issues of known mutual interest;

5.1.5 acknowledge that the relationship is evolving, not prescribed; and

5.1.6 recognise and acknowledge that by the Parties working together, and sharing their vision, knowledge, and expertise, Maniapoto whānau and hapū will benefit.

**6.2: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO**

5.2 This Agreement is intended to further enhance the existing relationships between the Combined Justice Sector Agencies and Maniapoto.

**6 ENGAGEMENT AND COMMUNICATION**

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

6.1.1 'kanohi ki te kanohi' meetings will be the preferred method of engagement;

6.1.2 all official communication, including requests for meetings, must be directed to the primary contact/s as specified in clause 9;

6.1.3 where possible, engagement between the parties will be arranged so that the representatives of each party will engage with people at a similar level, e.g. mana to mana or kaimahi to kaimahi; and

6.1.4 each of the Combined Justice Sector Agencies will inform relevant staff of the contents of this relationship agreement and their responsibilities and roles under it.

6.2 Annual relationship meetings will take place upon written request sent by Te Nehenehenui. In regards to the annual relationship meetings, all Parties will agree to:

6.2.1 the venue and meeting date;

6.2.2 the level of representation required to progress the agenda;

6.2.3 the development of the meeting agenda; and

6.2.4 meet their own costs and expenses of its representatives attending.

6.3 The purpose of the annual relationship meeting is to:

6.3.1 mandate, discuss or decide on such matters of interest to both Parties;

6.3.2 report back on monitoring, evaluation and implementation of initiatives or programmes or agreed joint work; and

6.3.3 address any concerns the Parties have about the relationship.

6.4 The Parties may agree not to hold the annual relationship meeting in any year.

6.5 The Parties will commit to maintaining additional meetings at the relevant level in order to progress the relationship and any agreed joint work to advance the purpose as outlined in clause 1.

**7 WORK PLAN**

7.1 The Parties acknowledge each other's strategies and priorities. In the case of Te Nehenehenui, this includes the Maniapoto strategy, 'Our Strategic Direction (2019-2024)', for the Combined Justice Sector Agencies this includes all sector and agency level strategies.

**6.2: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO**

- 7.2 The Parties agree they will work together to support these strategies and priorities through a jointly developed work plan (the "**Plan**").
- 7.3 At the request of Te Nehenehenui representatives of the Parties will meet and co-develop the Plan.
- 7.4 The development phase of the Plan and the Plan itself may consider:
- 7.4.1 the exchange of information, engagement on proposals or issues of interest to the parties, and identification of opportunities for co-operation in respect of Combined Justice Sector Agencies' initiatives that may impact on Maniapoto;
  - 7.4.2 identifying priorities for action and sources of funding of those priorities to improve absolute well-being for Maniapoto whānau;
  - 7.4.3 Maniapoto roles and interests at Waikeria prison;
  - 7.4.4 identifying indicators to be used for measuring success in achieving the objectives of the Plan;
  - 7.4.5 an agreed approach for the monitoring, evaluation and implementation of the Plan;
  - 7.4.6 opportunities for Maniapoto to participate in preventative/protective initiatives and interventions to reduce offending and re-offending and minimise the number of Maniapoto people entering into the justice system;
  - 7.4.7 building Maniapoto capability in Combined Justice Sector Agencies' roles, such as through intern opportunities or recruitment activity;
  - 7.4.8 developing data sharing opportunities to support evidence-based monitoring and reporting of the Parties' role in Maniapoto absolute well-being and hauora; and
  - 7.4.9 a commitment to explore opportunities for co-investment between the Parties on agreed projects.
- 7.5 The Plan may be modified from time to time as agreed between the Parties.

**8 INFORMATION SHARING**

- 8.1 The Parties recognise the mutual benefit of information exchange.
- 8.2 The Parties will use their best endeavours to share information in relation to, but not limited to, entities or projects being funded within the Maniapoto area of interest and data of relevance to Maniapoto. Any information that is shared is subject to clause 12.

**9 CONTACTS**

- 9.1 The contact person for the Ministry of Justice Tāhū o Te Ture for all matters relating to this Relationship Agreement is [name], Deputy Chief Executive, Māori.

**6.2: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO**

- 9.2 The contact person for the New Zealand Police Ngā Pirihimana o Aotearoa for all matters relating to this Relationship Agreement is [name], Deputy Chief Executive Māori, Pacific & Ethnic Services.
- 9.3 The contact person for the Ara Poutama Aotearoa for all matters relating to this Relationship Agreement is [name], Deputy Chief Executive Māori.
- 9.4 The contact person for all matters relating to this Relationship Agreement is [name], Chief Executive of Te Nehenehenui.
- 9.5 The contact persons named in clauses 9.1, 9.2, 9.3 and 9.4 may change over time as the Combined Justice Sector Agencies, Te Nehenehenui and their relationships evolve. All parties will update all others of change in contacts.

**10 LIMITATIONS**

- 10.1 Nothing in this Relationship Agreement displaces existing arrangements between the parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Te Nehenehenui.
- 10.2 The Combined Justice Sector Agencies under this Relationship Agreement will make best endeavours to give effect to this Agreement, while recognising the agencies have finite capability and resources.
- 10.3 The commitments of Te Nehenehenui under this Relationship Agreement are limited to the extent that they are within its capability, resources and priorities.
- 10.4 In accordance with the relationship principles listed at 5.1, the limitations expressed above at 10.2 and 10.3 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

**11 SPECIAL CONDITIONS**

- 11.1 The provisions in this relationship agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

**12 OFFICIAL INFORMATION**

- 12.1 The Combined Justice Sector Agencies are subject to the requirements of the Official Information Act 1982 ("OIA").
- 12.2 The Combined Justice Sector Agencies and the Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 12.3 The Combined Justice Sector Agencies will notify Te Nehenehenui and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, the feedback or views of Te Nehenehenui must be provided to the Combined Justice Sector Agencies in a timely fashion, so that the Combined Justice Sector Agencies can appropriately take into account the feedback views of Te Nehenehenui within the statutory timeframes for responding to the relevant request for information.

6.2: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO

**13 PROBLEM RESOLUTION**

13.1 Any issues or concerns arising out of this Agreement shall be resolved through tikanga based kanohi ki te kanohi discussion in the first instance. If issues escalate, the parties commit to a process that respects the Principles of this Agreement.

**14 REVIEW**

14.1 The Parties may agree to review the terms of this Relationship Agreement from time to time.

**15 AMENDMENT**

15.1 Any variation to this Relationship Agreement will be made in writing and signed by the representatives of each of The Parties.

15.2 The Parties may agree in writing to vary the terms of this Relationship Agreement.

**SIGNED** for and on behalf of the )  
**MINISTRY OF JUSTICE - TAHU O TE TURE** )  
in the presence of: ) \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

DOCUMENTS

6.2: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO

**SIGNED** for and on behalf of the )  
**NEW ZEALAND POLICE - NGĀ PIRIHIMANA** )  
**O AOTEAROA** )  
in the presence of: ) \_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

DOCUMENTS

6.2: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHŪ O TE TURE, NGĀ PIRIHIMANA O AOTEAROA, ARA POUTAMA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE, ARA POUTAMA AOTEAROA/DEPARTMENT OF CORRECTIONS AND NGĀTI MANIAPOTO

**SIGNED** for and on behalf of the )  
**TE ARA POUTAMA AOTEAROA** )  
in the presence of: )

\_\_\_\_\_

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by for and on behalf of the trustees )  
of **TE NEHENEHENUI** by the chair )  
in the presence of: )  
)

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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**6.3 TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI -  
RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF BUSINESS,  
INNOVATION AND EMPLOYMENT AND NGĀTI MANIAPOTO**

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6.3: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI - RELATIONSHIP AGREEMENT  
BETWEEN THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT AND NGĀTI MANIAPOTO

TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI

RELATIONSHIP AGREEMENT

BETWEEN

THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT

AND

NGĀTI MANIAPOTO

*Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.*

*The prestige, recognition, and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.*

**1 PURPOSE**

1.1 This agreement ("**Relationship Agreement**") formalises the relationship between the Ministry of Business, Innovation and Employment ("**MBIE**") and the trustees of Te Nehenehenui ("**Governance Entity**") (referred to collectively as "**the Parties**"). It is intended to encourage the Parties to develop and maintain a positive and enduring working relationship by facilitating:

1.1.1 ongoing dialogue between the Parties; and

1.1.2 opportunities to enhance the well-being of Maniapoto.

1.2 'Maniapoto' in this agreement is as defined in the Deed of Settlement.

**2 BACKGROUND**

2.1 For Maniapoto, the aspirations outlined in this Agreement are founded on the principles of "mana tuku iho," the inherent wisdom of Maniapoto tūpuna, who determined that the "mana whatu āhuru" would guide the generations of Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.

2.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.

2.3 Te Ōhākī Tapu was a series of agreements between Ngāti Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown.

**6.3: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT AND NGĀTI MANIAPOTO**

The agreements reflected the Crown's pursuit of kāwanatanga and the Ngāti Maniapoto desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account of the Deed of Settlement. The agreements looked forward to a relationship of partnership for the benefit of both parties. Today, the Treaty settlement process heralds a new era of partnership between Ngāti Maniapoto and the Crown. Ngāti Maniapoto and the Crown intend to work together to design processes that will contribute to the social development and well-being of the whānau, hapū and iwi of Maniapoto.

- 2.4 Maniapoto seek to achieve the social, economic and cultural aspirations of the individuals, whānau and hapū of Maniapoto (Maniapoto me ōna hapū maha, te whare o te Nehenehenui).
- 2.5 Maniapoto seek to develop a relationship with the Crown that will improve health, well-being and success so that Maniapoto socio-economic outcomes are demonstrably improved to be at least equal to socio-economic outcomes of non-Māori in New Zealand.
- 2.6 Maniapoto have developed a 30-year vision based on the document 'Maniapoto 2050', for the benefit of its present and future generations. This describes the actions Maniapoto intend to take, and milestones they seek to achieve, to fulfil their aspirations. It is anticipated that over time Maniapoto will develop successor strategies to update or replace this.

**3 MANIAPOTO STATEMENT OF VALUES**

- 3.1 The parties acknowledge that, for Maniapoto, the basis of its relationship with the Crown will be:
  - 3.1.1 Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.

The prestige, recognition and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.

**4 RELATIONSHIP PRINCIPLES**

- 4.1 The Parties agree to progress and sustain a positive, co-operative and enduring relationship, and to that end will:
  - 4.1.1 work in the spirit of collaboration as partners with equal status under Te Tiriti o Waitangi/the Treaty of Waitangi;
  - 4.1.2 act consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
  - 4.1.3 respect the independence of the Parties and their respective mandates, roles and responsibilities;
  - 4.1.4 acknowledge that the relationship is evolving, not prescribed;

**6.3: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT AND NGĀTI MANIAPOTO**

- 4.1.5 use best endeavours to undertake early engagement on issues of known mutual interest;
- 4.1.6 recognise and acknowledge that the Parties both benefit from working together and sharing their vision, knowledge, and expertise.

**5 MANIAPOTO ASPIRATIONS FOR THE RELATIONSHIP WITH MBIE**

- 5.1 Maniapoto seeks to work with MBIE to create initiatives and interventions that will contribute to economic and social development and well-being for Maniapoto.
- 5.2 Maniapoto considers that strong and resilient individuals and whānau will lead to strong and resilient hapū and marae, in turn creating strong and resilient iwi and communities. The Maniapoto aspiration is to achieve well-being for Maniapoto whānau.
- 5.3 A critical aspiration for Maniapoto in respect of this Relationship Agreement is to develop a partnership with MBIE to assist Maniapoto to achieve well-being for Maniapoto whānau.
- 5.4 Maniapoto would like to engage with MBIE in relation to:
  - 5.4.1 economic development and infrastructure projects that will benefit Maniapoto and potentially the wider region;
  - 5.4.2 human capability and development aspirations;
  - 5.4.3 developing a data platform to support evidence based reporting;
  - 5.4.4 research and development partnerships to optimise the utilisation of land resource in the area of interest;
  - 5.4.5 supporting the Governance Entity to become the coordinating body for Maniapoto; and
  - 5.4.6 supporting Maniapoto to achieve its 30-year vision and strategy based on 'Maniapoto 2050'.
- 5.5 In order to achieve these aspirations, Maniapoto would particularly like to discuss with MBIE the following potential projects:
  - 5.5.1 an assessment of the current position of Ngāti Maniapoto well-being based on currently available data and research;
  - 5.5.2 the co-design of programmes to improve the well-being of Ngāti Maniapoto; and
  - 5.5.3 the monitoring of data to enable a regular assessment of how Ngāti Maniapoto well-being is tracking over time.
- 5.6 In achieving these aspirations Maniapoto wishes to see the parties use best efforts, within the parties' resource constraints, to achieve the purposes of this agreement.

**6.3: TE OHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI - RELATIONSHIP AGREEMENT  
BETWEEN THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT AND NGĀTI MANIAPOTO**

**6 COMMUNICATION**

- 6.1 The Parties will maintain effective and efficient communication with each other through:
- 6.1.1 MBIE providing a primary contact to act as liaison for the Governance Entity;
  - 6.1.2 the Governance Entity providing a primary contact for MBIE to act as a liaison person; and
  - 6.1.3 'kanohi ki te kanohi' engagement where agreed, or otherwise via email and related channels, on matters relevant to this agreement.

**7 ENGAGEMENT**

- 7.1 The Parties will engage through the following mechanisms:
- 7.1.1 where required and agreed to deliver the Work Plan referred to in clause 8;
  - 7.1.2 an annual relationship meeting between a senior representative of MBIE and a senior representative of the Governance Entity, as referred to in clause 9; and
  - 7.1.3 meetings, as agreed, at an operational level between MBIE officials and representatives of the Governance Entity as set out in clause 10.
- 7.2 When engaging the Parties will do so in good faith and with an open mind.

**8 WORK PLAN**

- 8.1 The Parties acknowledge the significance of each other's strategies and priorities as they relate to the Maniapoto aspirations set out in clause 5 above.
- 8.2 The Parties will work together to develop a Work Plan that will contain specific steps the Parties agree to take consistent with these strategies and priorities and the Maniapoto aspirations in clause 5 above.
- 8.3 Within 6 months of signing the Relationship Agreement, representatives of the Parties will commence working together to develop the Work Plan.
- 8.4 Within 12 months of signing the Relationship Agreement, the Parties will complete the Work Plan.
- 8.5 Without limitation the Work Plan will:
- 8.5.1 share information about MBIE initiatives and work, to help the Governance Entity identify how these may impact on Maniapoto;
  - 8.5.2 identify priorities for action and potential sources of funding of those priorities to improve absolute well-being for Maniapoto whānau;
  - 8.5.3 identify indicators to measure success in achieving the objectives of the Work Plan; and
  - 8.5.4 contain an agreed approach for the establishment and implementation of the Work Plan.

**6.3: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI - RELATIONSHIP AGREEMENT  
BETWEEN THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT AND NGĀTI MANIAPOTO**

8.6 The Work Plan may be modified from time to time as agreed between the Parties.

**9 ANNUAL RELATIONSHIP MEETING**

9.1 Each year the Governance Entity and MBIE will hold an Annual Relationship Meeting (the Annual Meeting), at a venue to be agreed annually by the Parties as early as possible before the meeting date.

9.2 The Chief Executive of MBIE, or a senior representative nominated by the Chief Executive, will lead MBIE's representation at the Annual Meeting.

9.3 The purpose of the Annual Meeting is to:

9.3.1 mandate, discuss or decide on matters relating to the Work Plan as required;

9.3.2 report back on progress under the Work Plan; and

9.3.3 address any concerns the Parties have about the relationship.

9.4 Before each Annual Meeting, representatives of the Parties will agree on administrative arrangements for the meeting, including the agenda.

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

9.6 A relationship meeting between the Parties to discuss delivery of the first Annual Meeting will take place within three months of a written request sent by the Governance Entity.

9.7 If agreed by both Parties, the Annual Meeting may be held as part of the annual meetings between Maniapoto and the Crown detailed in clause 2 and clause 3 of the Waiwaia Accord.

9.8 If the Governance Entity considers that attendance by a Minister of the Crown at an Annual Meeting would be essential to progressing the Work Plan, or resolving any particular issues, it will notify MBIE at least 20 working days prior to the Annual Meeting requesting the Minister's attendance. MBIE will assist the Governance Entity with its request to the Minister to attend the Annual Meeting. Despite such a request, the Minister is under no obligation to attend an Annual Meeting.

9.9 Where MBIE staff have specific responsibilities or expertise that are likely to assist progress at an Annual Meeting, MBIE will endeavour to ensure those staff members are able to attend the Annual Meeting. However, there may be occasions where this is not practicable due to other commitments.

9.10 The Parties may agree not to hold the Annual Meeting in any year.

**10 MEETINGS AS REQUIRED**

10.1 The Parties commit to maintaining an ongoing dialogue through which the Parties:

10.1.1 develop and monitor the implementation of the Work Plan;

10.1.2 are kept aware of each other's interests; and

10.1.3 can explore further opportunities for collaboration as they arise.

**6.3: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI - RELATIONSHIP AGREEMENT  
BETWEEN THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT AND NGĀTI MANIAPOTO**

10.2 This dialogue and collaboration may include meetings in person as agreed from time to time between the Parties.

**11 INFORMATION SHARING**

11.1 The Parties recognise the mutual benefit of information exchange.

11.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Maniapoto area of interest and statistics and other data of relevance to Maniapoto. Any information that is shared is subject to clause 15.

11.3 MBIE will inform the Governance Entity in good faith as soon as practicable about any circumstances which may affect MBIE's ability to deliver on any agreed actions in the Work Plan.

11.4 The Governance Entity will inform MBIE in good faith as soon as practicable about any circumstances which may affect the Governance Entity's ability to deliver on any agreed actions in the Work Plan.

**12 CONTACTS**

12.1 The main MBIE contact at all times for this Relationship Agreement is Te Tumu Houkura – the General Manager of Te Kupenga, the Māori Economic Development Unit.

12.2 The main contact person at the Governance Entity for all matters relating to this Relationship Agreement is the Chief Executive.

12.3 The contact persons named in clauses 12.1 and 12.2 may change over time as MBIE and the Governance Entity, and their relationship, evolve.

**13 LIMITATIONS**

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

13.2 Nothing in this agreement displaces agreements or accords under the Waiwaia Accord, including, but not limited to, the Energy and Resources Accord.

**14 SPECIAL CONDITIONS**

14.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Official Information Act 1982 and the Privacy Act 1993 or their successors.

**15 OFFICIAL INFORMATION**

15.1 MBIE is subject to the requirements of the Official Information Act 1982

15.2 MBIE may receive requests to disclose information that it holds relating to this Relationship Agreement or any steps taken under it (e.g. relationship meeting minutes) under the Official Information Act 1982.

**6.3: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI - RELATIONSHIP AGREEMENT  
BETWEEN THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT AND NGĀTI MANIAPOTO**

15.3 MBIE will notify the Governance Entity and seek its views before releasing any such information.

**16 DISPUTE RESOLUTION**

16.1 If a dispute arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clauses 12.1 and 12.2 it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the Parties for final resolution.

**17 REVIEW**

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

**18 AMENDMENT**

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

**SIGNED** for and on behalf of the **Ministry of Business, Innovation and Employment** )  
by the Chief Executive ) Carolyn Tremain

In the presence of:

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

DOCUMENTS

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6.3: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME HĪKINA WHAKATUTUKI - RELATIONSHIP AGREEMENT  
BETWEEN THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT AND NGĀTI MANIAPOTO

**SIGNED** for and on behalf of the Trustees of )  
**Te Nehenehenui** by the Chair )

\_\_\_\_\_  
[Name]

In the presence of:

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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**6.4 RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION  
AND THE DIRECTOR-GENERAL OF CONSERVATION**

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6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION

**TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE PAPA ATAWHAI  
CONSERVATION RELATIONSHIP AGREEMENT**

**Agreed by**

**THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF  
CONSERVATION ON BEHALF OF THE CROWN**

**And**

**TE NEHENEHENUI TRUST**

**1. BACKGROUND**

- 1.1 This Conservation Relationship Agreement ("**Agreement**") sets out how the Department and Te Nehenehenui Trust ("**Te Nehenehenui**") on behalf of Maniapoto will work together to agree and fulfil strategic objectives across the Relationship Area and other matters outlined in this Agreement.
- 1.2 This Agreement is intended to encourage the Parties to develop a positive, collaborative and enduring working relationship by ensuring that:
- (a) an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests; and
  - (b) there are opportunities for collaboration to recognise the responsibility of Ngāti Maniapoto as kaitiaki of land, waters and indigenous flora and fauna in a way that will preserve, protect, and manage, including managing the use of natural and historic resources
- 1.3 This Agreement should be read subject to the Deed of Settlement.
- 1.4 This Agreement shall apply within the Relationship Area outlined on the Map included in **Attachment A**.

**2. CONSERVATION ACCORD**

- 2.1 This Agreement is additional to and does not derogate from the Conservation Accord. The Parties will work together to ensure that the terms of this Agreement and the Conservation Accord can operate effectively side by side.
- 2.2 **Deed in relation to the co-governance and co-management of the Waipā River:** On the 27 September 2010, the Crown and Maniapoto entered into an agreement ("**Deed**") for the co-governance and co-management of the whole of the Waipā River to reflect the mana of Maniapoto in respect of the Upper Waipā River.
- 2.3 **Ngā Wai o Maniapoto (Waipa River) Act 2012:** Ngā Wai o Maniapoto (Waipā River) Act 2012 was enacted on 5 April 2012. The overarching purpose of this Act is to restore and maintain the quality and integrity of the waters that flow into and form part of the Waipā River for present and future generations and the care and protection of the mana tuku iho o Waiwaiā.
- 2.4 **Conservation Accord:** The Conservation Accord was signed on 26 September 2012 between the Minister of Conservation, Director-General of Conservation and the Maniapoto Māori Trust Board ("**Board**"). The Conservation Accord is a schedule to the

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION**

overarching Waiwaia Accord which is collateral to the Deed and is a solemn compact entered into by Maniapoto and the Crown. The Conservation Accord reflects a commitment between the Crown and Maniapoto working together in a new era of co-management and sets out how the Department and the Board will work together in fulfilling conservation objectives across the Waipā River.

**3. ROLES AND RESPONSIBILITIES**

- 3.1 Te Nehenehenui and the Department are committed to the restoration and protection of the health and well-being of the Relationship Area for present and future generations.
- 3.2 Maniapoto have, since time immemorial, maintained mana motuhake and exercised rights and responsibilities in relation to their rohe and to their whanaunga in accordance with their kawa and tikanga.
- 3.3 The Maniapoto rohe includes their whenua, awa and other taonga (lands, mountains, rivers, flora and fauna). These natural and traditional resources have their own mauri (life force), which represents the spiritual and physical well-being of Maniapoto. The vision of Maniapoto for this Agreement is founded on its relationship with the natural and traditional resources of the Relationship Area according to Maniapoto tikanga.
- 3.4 The Department's functions are set out under the Conservation Legislation and include managing "for conservation purposes, all land, and all other natural and historic resources". As provided in section 4 of the Conservation Act 1987, the act shall be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi.

**4. COMMUNICATION AND CONSULTATION**

- 4.1 The Parties will maintain effective and efficient communication with each other on an ongoing basis by:
  - (a) maintaining a record of each other's office holders, and their contact details;
  - (b) advising each other of their principal contacts and their contact details;
  - (c) promptly informing each other of any changes to the contact information;
  - (d) meeting on issues of shared interest that relate to the Relationship Area:
    - i. in accordance with the commitments in this Agreement; and
    - ii. as agreed by Te Nehenehenui and the Department; and
  - (e) advising each other of any matters of significance to Maniapoto that relate to the Relationship Area and this Agreement.
- 4.2 The basic principles that will be followed in consulting with Te Nehenehenui in each case are:
  - (a) ensuring that Te Nehenehenui are consulted as soon as practicable;
  - (b) providing Te Nehenehenui with sufficient information to make informed submissions;

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION**

- (c) ensuring that sufficient time is given for the participation of Te Nehenehenui in the decision-making process;
- (d) ensuring that the Department will approach the consultation with Te Nehenehenui with an open mind, and will genuinely consider any views and/or concerns that Te Nehenehenui may have;
- (e) reporting back to Te Nehenehenui, either in writing or in person, in regard to any decisions made; and
- (f) identifying, consistent with the provisions of this Agreement (e.g. 9.1-9.3), matters on which consultation is not required.

**5. STRATEGIC OBJECTIVES**

- 5.1 The first annual meeting between the Parties will be held no later than 6 months after the commencement of this Agreement.
- 5.2 At the meeting, the Parties will:
  - (a) agree the strategic objectives; and
  - (b) agree the scope of the annual work programme by which the Parties intend to achieve the strategic objectives.
- 5.3 At least once a year Te Nehenehenui representatives will meet with senior staff of the Department within the Relationship Area for the purposes of monitoring the progress of the long-term strategic objectives. At these meetings, the Parties will determine whether meetings involving the Minister of Conservation, governors, senior managers of the Department and Te Nehenehenui are required on particular issues.

*Annual Work Programme*

- 5.4 The Department undertakes separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with the District Managers. The relevant District Managers and representatives of Te Nehenehenui will meet at an early stage in their annual business planning processes to:
  - (a) discuss priorities and commitments for the new financial year;
  - (b) discuss timeframes for the development of annual work programmes; and
  - (c) identify and discuss potential projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship (including, but not limited to, specific sites of significance to Te Nehenehenui and/or the Department such as the continued protection of Lake Koraha); and
  - (d) discuss the Department's regional and national priorities.
- 5.5 If a specific project is undertaken together, the Department and Te Nehenehenui will determine the nature of their collaboration on that project which may include finalising a

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
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work plan for that project. In the event a specific project is not undertaken together, the Parties will advise one another of the reason(s) for this.

- 5.6 As part of annual discussions with senior managers of the Department and Te Nehenehenui, and as part of ongoing dialogue, the parties will advise each other of:
- (a) any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Relationship Area;
  - (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party);
  - (c) potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party); and
  - (d) the status of any statutory or non-statutory planning documents that have an impact in the Relationship Area, including any planned or potential reviews.
- 5.7 Each year, the Parties will advise each other, by way of a letter or a report, describing the work that they have each carried out in that financial year to achieve the strategic objectives for the relationship.

**6. DEPARTMENT PLANNING DOCUMENTS**

- 6.1 The Department and Te Nehenehenui will meet to identify and seek to address issues affecting Maniapoto at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Relationship Area.

**7. FRESHWATER FISHERIES**

- 7.1 Te Nehenehenui and the Department have shared aspirations to co-operate in the conservation of freshwater fisheries and habitats within the Relationship Area.
- 7.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and freshwater fish habitats. The Department has a number of regulatory responsibilities relating to fish, including the regulation of whitebait fishing under the Whitebait Fishing Regulations 1994, regulation of fish passage barriers, and the ability to protect spawning sites and prevent fishing at specific locations. Its fisheries restoration work focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 7.3 Maniapoto have customary interests and associations in freshwater fisheries and habitats within the Relationship Area, such as the whitebait fishery. Te Nehenehenui seeks to:
- (a) promote and develop a conservation ethic that will support freshwater fisheries and habitats in accordance with Maniapoto kawa and tikanga;

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
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- (b) actively participate in being managers of freshwater fishery by developing and training of Maniapoto kaitiaki to monitor the customary fishery, monitoring fishing activity, and monitoring economic activities associated with fisheries; and
- (c) support the fisheries plan under the Deed in relation to the co-governance and co-management of the Waipā River.

7.4 The existing legislative framework provides opportunities for the parties to:

- (a) identify areas for co-operation in the protection, restoration and enhancement of riparian vegetation and in-stream habitats, including areas where transfer of live aquatic life may be appropriate;
- (b) develop or implement research and monitoring programmes; and
- (c) enhance understanding of the role of Maniapoto relating to conservation management for whitebait.

**8. MARINE MAMMAL STRANDINGS**

8.1 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammal Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine mammals, including the assistance, treatment or disposal of any stranded, sick, injured or dead marine mammal. The Department is also responsible for the health and safety of its staff, any volunteers under its control, and the public, when it acts to protect, conserve or manage marine mammals.

8.2 Te Nehenehenui and the Department agree:

- (a) the Department will notify Te Nehenehenui in the event of any marine mammal stranding within the Relationship Area;
- (b) to work in a collaborative manner to manage stranding events, including the recovery of bone, teeth and baleen for cultural purposes and the burial of marine mammals in accordance with Maniapoto kawa and tikanga; and
- (c) the Department will make reasonable efforts to inform Te Nehenehenui before any decision is made to euthanise a marine mammal or gather scientific information.

**9. STATUTORY AUTHORISATIONS (EXCLUDING CONCESSIONS)**

9.1 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on statutory authorisations within the Relationship Area.

9.2 At the first annual meeting of the Parties, Te Nehenehenui may provide the Department with an initial list which identifies the category of statutory authorisations that may impact the cultural, traditional and historic values of Maniapoto, and which Te Nehenehenui wish to be engaged on. As an example, Te Nehenehenui are interested in any authorisations that are granted for access, collection or use of cultural materials within the Relationship Area and will seek opportunities to engage with the Department and other parties to encourage the access, collection and use of cultural materials in a manner that is consistent with Maniapoto tikanga.

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
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- 9.3 These categories will be reviewed by the parties on a continuing basis.
- 9.4 For these categories of statutory authorisations, the Department will:
- (a) advise and encourage all prospective applicants within the Relationship Area to consult with Te Nehenehenui before filing their application in order to address cultural issues arising as a result of the application; and
  - (b) act reasonably to address any concerns or issues raised by Te Nehenehenui; and
  - (c) consult with Te Nehenehenui at an early stage on such categories of statutory authorisations or renewal of statutory authorisations within the Relationship Area.
- 9.5 As the Department works within time limits to process statutory authorisation applications, at the earliest opportunity it will notify Te Nehenehenui (as part of the meetings referred to in paragraph 4.2) of the timeframes for providing advice on impacts on the cultural, spiritual and historic values of Maniapoto.
- 9.6 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
- (a) require the third parties to manage the land according to the standards of conservation best practice; and
  - (b) encourage third parties to consult with Te Nehenehenui before using cultural information of Maniapoto.
- 9.7 It is expected that the strategic objectives for the relationship will guide the Parties to determine potential opportunities for Te Nehenehenui to obtain statutory authorisations and concessions under Part 3B of the Conservation Act 1987 within the Relationship Area.
- 9.8 The Parties acknowledge that the Deed of Settlement includes a decision-making framework that applies to decisions under Part 3B (concessions) of the Conservation Act 1987.

**10. STATUTORY LAND MANAGEMENT**

- 10.1 The strategic objectives for the relationship will guide the Parties' engagement on statutory land management activities within the Relationship Area. Maniapoto have an ongoing interest in the range of statutory land management activities that are occurring within the Relationship Area.
- 10.2 The Department and Te Nehenehenui will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of Maniapoto, and will identify when consultation is appropriate. This includes when the Minister is considering:
- (a) vestings or management appointments for reserves held under the Reserves Act 1977;
  - (b) other management arrangements with third parties;
  - (c) classification of a reserve or changing reserve classifications;

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
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- (d) cancelling a vesting or revoking an administering body's appointment to control and manage under the Reserves Act 1977; or
  - (e) land disposal.
- 10.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Maniapoto site of significance, the Department will discuss with Te Nehenehenui whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).
- 10.4 If at the date of this Agreement an appointment or vesting already exists with a local authority or other entity, and the land is a site of significance to Maniapoto, the Department will encourage that local authority or other entity to engage with Maniapoto to ensure that it has sufficient information available to understand the significance of the site to Maniapoto.

**11. CULTURAL MATERIALS**

- 11.1 The Department will work with Te Nehenehenui to develop and agree a process to authorise members of Maniapoto to access and use cultural materials within the Relationship Area when required for cultural purposes, in accordance with Conservation Legislation. Where it is consistent with conservation objectives and the relevant Conservation Legislation, the Department may grant multi-site and/or multi-take authorisations for these purposes.
- 11.2 This may include providing members of Maniapoto access to cultural materials that become available as a result of Department operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

**12. WĀHI TAPU AND SITES OF SIGNIFICANCE**

- 12.1 The Parties recognise that there are wāhi tapu and sites of significance to Maniapoto on lands managed under Conservation Legislation.
- 12.2 The Department will work with Te Nehenehenui to respect Maniapoto values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified in accordance with clause 12.3 on lands administered by the Department within the Relationship Area by:
- (a) discussing with Te Nehenehenui practical ways in which Maniapoto can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Relationship Area;
  - (b) managing, in co-operation with Te Nehenehenui, sites of historic significance to Maniapoto according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites New Zealand Charter for the Conservation of Places of Cultural Heritage Value 2010;
  - (c) informing Te Nehenehenui if kōiwi or taonga tūturu are found within the Relationship Area; and

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
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(d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Maniapoto and taking reasonable steps to ensure they are not desecrated or damaged.

12.3 The Parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to sites of significance to Maniapoto will be treated in confidence by the Department, to preserve the wāhi tapu nature of places, unless otherwise agreed by Te Nehenehenui but subject to the Official Information Act 1981 and other relevant Acts.

12.4 The Parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under 12.3 above in the Relationship Area.

**13. SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)**

13.1 The Parties share aspirations to protect ecosystems and indigenous flora and fauna within the Relationship Area. These aspirations will be reflected in the strategic objectives for the relationship.

13.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.

13.3 Within the Relationship Area, the Department will:

(a) work with Te Nehenehenui to determine any species that is significant to Maniapoto; and

(b) inform Te Nehenehenui of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Maniapoto to participate in these programmes.

13.4 The Parties agree that preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand.

13.5 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Relationship Area, including:

(a) monitoring and assessment of programmes;

(b) early consultation with Te Nehenehenui on pest control activities particularly the use of pesticides within the Relationship Area;

(c) alerting Te Nehenehenui to significant biosecurity threats or incidents that may occur or have occurred within the Relationship Area; and

(d) co-ordination of pest control where Te Nehenehenui is the adjoining landowner.

13.6 Through the annual business planning process, the Parties will create actions to progress these strategic objectives.

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION**

**14 VISITOR AND PUBLIC INFORMATION**

- 14.1 Maniapoto and the Department wish to share knowledge about natural and historic heritage within the Relationship Area with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 14.2 The Parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Maniapoto with the land, waters and indigenous flora and fauna within the Relationship Area, and the responsibility of Maniapoto as kaitiaki under tikanga Māori to preserve, protect and manage the natural and historic resources within that area.
- 14.3 The Parties will encourage the participation of the Parties at volunteer and conservation events and programmes.
- 14.4 The Parties will do this by:
- (a) raising public awareness of positive conservation relationships developed between the parties;
  - (b) engaging with each other in the development of visitor and public information published by either party that relates to Maniapoto values in land and resources managed under Conservation Legislation, particularly where that information relates to Maniapoto sites of significance and aspirations to the land;
  - (c) the Department obtaining from Te Nehenehenui an assurance that information relating to Maniapoto to be contained in a publication of the Department is accurate and appropriate;
  - (d) the Department obtaining the consent of Te Nehenehenui for the disclosure of information received from Te Nehenehenui relating to Maniapoto values but subject to the Official Information Act 1981 and other relevant Acts; and
  - (e) the Department consulting Te Nehenehenui before using information about Maniapoto values for new interpretation panels, signs and other visitor publications.

**15 CONSERVATION ADVOCACY**

- 15.1 From time to time, Te Nehenehenui and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act.
- 15.2 Areas of common concern include:
- (a) protection and management of coastal and marine areas;
  - (b) protection and maintenance of wetland areas and reserves;
  - (c) protection and management of rivers, streams and waterways; and
  - (d) the effects of human activities and natural events on biodiversity.

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
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15.3 From time to time the Parties will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and Te Nehenehenui will continue to make separate submissions in any Resource Management Act processes.

**16 CROSS-ORGANISATIONAL OPPORTUNITIES**

16.1 As part of the annual business planning process, the Parties will discuss:

(a) opportunities and processes to share scientific and cultural resource and information, including data and research material (including to support Maniapoto in exercising responsibilities as kaitiaki and to assist Te Nehenehenui to fulfil relevant terms of the Deed);

(b) opportunities for developing mutual understanding and developing relationships, with respect to values, conservation, environmental and cultural matters within the Relationship Agreement. Options may include wānanga; development of educational material; training opportunities; and secondments;

(c) opportunities to be involved or to nominate individuals to take part in relevant training initiatives and professional development opportunities run by both Parties, including potential opportunities for full, fixed term or part time positions; holiday employment; internships; secondments; or student research projects which the Parties agree may assist and promote conservation practises within the Relationship Area. The Parties may propose candidates for these roles or opportunities; and

(d) the Department provides a week-long marae based training course, Te Pūkenga Atawhai, for all employees. From the date of signing this Agreement, the Department will initiate a process to append mutually agreed education material from Maniapoto to the training materials for Te Pūkenga Atawhai that are held within the Relationship Area and invite Maniapoto to participate in the presentation of information (where practicable and possible) for such Te Pūkenga Atawhai; and

(e) staff changes and key contacts in each organisation.

16.2 Where appropriate, the Department will consider offering Te Nehenehenui an opportunity to recommend individuals or entities to provide professional services (such as, but not limited to, oral history and interpretation projects). Normal conflict of interest processes will be implemented to manage or avoid any perceived or actual conflict of interest. (By way of example only, where contracts are being considered for interpretation projects relating within the Relationship Area, the Department will inform Te Nehenehenui and request that Te Nehenehenui tender or submit a proposal for the opportunity or recommend providers to the Department for possible consideration for the contract delivery.)

**17 DISPUTE RESOLUTION**

17.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.

17.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Operations Director and a nominated representative of Te Nehenehenui who will meet within a reasonable timeframe.

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
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- 17.3 If following the process in clause 17.2 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.
- 17.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of Te Nehenehenui and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of Te Nehenehenui and the Minister (or their nominee). The parties acknowledge this measure will be a means of last resort.
- 17.5 What constitutes a 'reasonable timeframe' will be defined at the first annual meeting of the parties.

**18 REVIEW AND AMENDMENT**

- 18.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

**19 TERMS OF AGREEMENT**

- 19.1 This Relationship Agreement is entered into pursuant to clause 5.61.3 of the Deed of Settlement. The Relationship Agreement does not override or limit:
- (a) legislative rights, powers or obligations;
  - (b) the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department;
  - (c) the ability of the Crown to introduce legislation and change government policy; or
  - (d) the legal rights and obligations of Maniapoto or Te Nehenehenui.
- 19.2 The Relationship Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:
- (a) land or any other resource held, managed or administered under the Conservation Legislation;
  - (b) flora or fauna managed or administered under Conservation Legislation; or
  - (c) rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 19.3 A breach of this Relationship Agreement is not a breach of the Deed of Settlement.
- 19.4 If the Crown breaches this Relationship Agreement without good cause, Te Nehenehenui may:
- (a) seek a public law remedy, including judicial review; or

**6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
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(b) subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.

19.5 Clause 19.4 does not apply to any contract entered into between the Department and Te Nehenehenui, including any independent contract for service or a concession

**20 DEFINITIONS**

20.1 In this document:

**Conservation Legislation** means the Conservation Act 1987 and the statutes in the First Schedule of the Act;

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

**Cultural materials** means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the Maniapoto Area of Interest and which are important to Maniapoto in maintaining and expressing their cultural values and practices;

**Deed of Settlement** or **Deed** means the deed of settlement entered into between the Crown and Te Nehenehenui dated [insert date];

**Department** means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

**Kaitiaki** means guardian in accordance with tikanga Māori;

**Maniapoto** has the meaning set out in the Deed of Settlement;

**Relationship Area** is the area outlined in Attachment A;

**Statutory Authorisation** means an authorisation granted under the Conservation Legislation excluding a concession granted under Part 3B of the Conservation Act 1987;

**Statutory Planning Document** includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Act 1987;

**Te Nehenehenui** means the trustees of Te Nehenehenui Settlement Trust, which is the post-settlement governance entity for Maniapoto;

**Tikanga** refers to Māori traditional customs.

DOCUMENTS

6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND  
THE DIRECTOR-GENERAL OF CONSERVATION

**AGREED** on [ \_\_\_\_\_ ]  
**SIGNED** for and on behalf of **HER  
MAJESTY THE QUEEN** in right of  
New Zealand by:

\_\_\_\_\_  
Hon [insert name]  
Minister of Conservation  
In the presence of:

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
[insert name]  
Director-General of Conservation  
In the presence of:

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of  
**[THE MANIAPOTO POST-  
SETTLEMENT GOVERNANCE  
ENTITY]** by:

\_\_\_\_\_  
[insert name]  
Chairperson  
In the presence of:

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
[insert name]  
Trustee  
In the presence of:

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

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

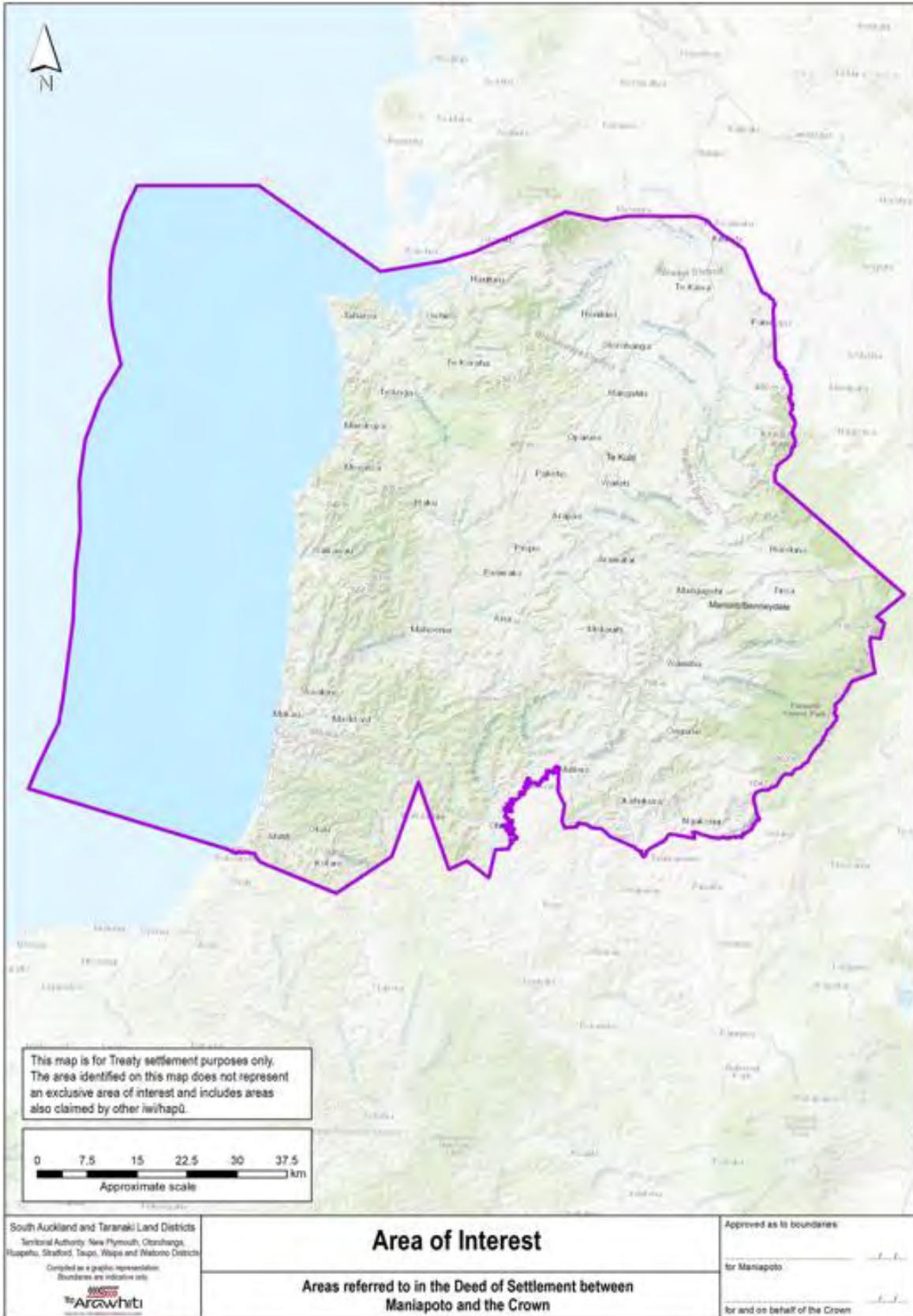
\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

6.4: RELATIONSHIP AGREEMENT WITH THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

ATTACHMENT A

THE MANIAPOTO RELATIONSHIP AREA



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**6.5 TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA,  
TE AMORANGI MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN  
THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF  
EXECUTIVE OF THE MINISTRY OF EDUCATION AND THE TERTIARY EDUCATION  
COMMISSION AND NGĀTI MANIAPOTO**

---

6.5: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO

TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI MĀTAURANGA MATUA

RELATIONSHIP AGREEMENT BETWEEN

THE CROWN, THROUGH THE SECRETARY FOR EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION

AND

THE TERTIARY EDUCATION COMMISSION

AND

NGĀTI MANIAPOTO

*Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.*

*The prestige, recognition, and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.*

## 1 BACKGROUND

- 1.1 For Maniapoto, the aspirations outlined in this Agreement are founded on the principles of "mana tuku iho," the inherent wisdom of Maniapoto tūpuna, who determined that the "mana whatu āhuru" would guide the generations of Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.
- 1.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.
- 1.3 Te Ōhākī Tapu was a series of agreements between Ngāti Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown. The agreements reflected the Crown's pursuit of kāwanatanga and the Ngāti Maniapoto desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account of the Deed of Settlement. The agreements looked forward to a relationship of partnership for the benefit of both parties. Today, the Treaty settlement process heralds a new era of collaboration and partnership, with Ngāti Maniapoto and the Crown working in partnership to advance accessible and enriching educational opportunities and outcomes relevant to whānau, hapū and iwi of Maniapoto.

**6.5: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO**

- 1.4 Maniapoto seek to achieve the social, economic and cultural aspirations of the individuals, whānau and hapū of Maniapoto (Maniapoto me ōna hapū maha, te whare o te Nehenehenui).
- 1.5 Maniapoto seek to develop a relationship with the Crown that will improve specific metrics of health, well-being and success so that Maniapoto outcomes are demonstrably improved and at least equal to the outcomes of non-Māori.
- 1.6 Maniapoto have developed a 30 year vision based on 'Maniapoto 2050' for the benefit of its present and future generations. This describes the actions Maniapoto intend to take and milestones they seek to achieve to fulfil their aspirations. It is anticipated that over time Maniapoto will develop successor strategies to update or replace this.

## **2 PURPOSE**

- 2.1 This Education Relationship Agreement ("**Relationship Agreement**") formalises the relationship between the Ministry of Education ("**Ministry of Education**"), the Tertiary Education Commission ("**TEC**") and the Trustees of Te Nehenehenui ("**Te Nehenehenui**"), (together referred to as "**the Parties**"). It is intended to encourage the Parties to develop and maintain a positive and enduring working relationship by facilitating:
  - (a) an ongoing dialogue through which the Parties are kept aware of each other's interests;
  - (b) opportunities to jointly set policy direction and priorities relevant to Maniapoto;
  - (c) protection and dissemination of mātauranga o Maniapoto, reo o Maniapoto and tikanga o Maniapoto; and
  - (d) exploration of opportunities for collaboration as they arise.

## **3 ADDITIONAL PARTIES**

- 3.1 Additional parties that have a role in the education sector and that wish to formalise their relationship with Maniapoto may be added to this Relationship Agreement by mutual agreement of the existing parties. Where additional parties are agreed, the additional party will sign a letter confirming their agreement to be added to the Relationship Agreement and a schedule of additional parties will be added to this Relationship Agreement.

## **4 MANIAPOTO STATEMENT OF VALUES**

- 4.1 Maniapoto are developing a 30 year vision and strategy based on 'Maniapoto 2050' for achieving the social, economic and cultural aspirations for the individuals, whānau and hapū of Maniapoto (Maniapoto me ōna hapū maha, te whare o te Nehenehenui). Maniapoto seek to develop a relationship with the Crown that will improve specific metrics of health, well-being and success so that Maniapoto outcomes are demonstrably improved and at least equal to the outcomes of non-Māori.

**6.5: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO**

4.2 The Parties acknowledge that, for Maniapoto, the basis of this relationship will be:

Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.

The prestige, recognition and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.

**5 RELATIONSHIP PRINCIPLES**

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

- (a) Maniapoto and the Crown are Te Tiriti/Treaty partners;
- (b) the Parties are partners and equals in the relationship;
- (c) giving effect to Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- (d) where possible, engagement between the Parties will be arranged so that the representatives of each party will engage with people at a similar level, for example, the Chair of Te Nehenehenui Trust to the responsible Minister, Chief Executive of Te Nehenehenui Trust to the Secretary for Education and Chief Executive of TEC, kaimahi to kaimahi;
- (e) adopting a positive, collaborative and co-operative approach to the partnership, including acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability; ensuring early engagement on issues of known mutual interest;
- (f) building opportunities to advance the aspirations of Maniapoto;
- (g) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
- (h) acknowledging that the relationship is evolving, not prescribed;
- (i) respecting the independence of the Parties and their respective mandates, roles and responsibilities; and
- (j) recognising and acknowledging that the Parties all benefit from working together by sharing their vision, knowledge, and expertise.

5.2 This Relationship Agreement is intended to further enhance the existing relationships between the Ministry of Education and Maniapoto.

**6.5: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO**

**6 ENGAGEMENT & COMMUNICATION**

- 6.1 The Parties will engage through the following mechanisms:
- (a) a **work plan** as set out in clause 7;
  - (b) an **annual relationship meeting** as set out in clause 8; and
  - (c) **meetings as required** to implement the work plan as set out in clause 9.
- 6.2 The Ministry of Education and TEC will engage with Te Nehenehenui where a policy or programme within the Ministry of Education or TEC's responsibilities, will directly impact on Maniapoto because it affects the Ministry of Education's or TEC's ability to fulfil any agreement to collaborate with Maniapoto, or is in an area in which Maniapoto has expressed a particular interest.
- 6.3 Where engaging under clause 6.2, the Ministry of Education and TEC will:
- (a) ensure that Te Nehenehenui is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the engagement;
  - (b) make best efforts to provide Te Nehenehenui with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
  - (c) approach the engagement with an open mind and genuinely consider any views and/or concerns that Te Nehenehenui may have in relation to any of the matters that are subject to the consultation; and
  - (d) report back to Te Nehenehenui on any decision that is made.
- 6.4 Te Nehenehenui will inform Ministry of Education in good faith as soon as practicable about any circumstances which may affect the ability of Te Nehenehenui to deliver on any agreed actions in the Work Plan.
- 6.5 Parties will maintain effective and efficient communication with each other on a continuing basis:
- (a) Regular 'kanohi ki te kanohi' engagement will be the preferred method of engagement;
  - (b) the Ministry of Education providing Te Nehenehenui a primary contact who will act as a liaison person with other Ministry of Education staff;
  - (c) TEC providing Te Nehenehenui a primary contact who will act as a liaison person with other TEC staff;
  - (d) Te Nehenehenui providing the Ministry of Education and TEC a primary contact for who will act as a liaison person with other members of Te Nehenehenui; and
  - (e) the Ministry of Education and TEC informing relevant staff of the contents of this Relationship Agreement and their responsibilities and roles under it.

**6.5: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO**

**7 WORK PLAN**

- 7.1 The Parties acknowledge each other's strategies and priorities. In the case of Maniapoto, this includes the **Waikahika Education Strategy 2011 – 2021**, and any successor strategies.
- 7.2 The Parties will co-design a Work Plan that will contain specific steps the Parties will take to support these strategies and priorities, including the **Waikahika Education Strategy 2011 – 2021**.
- 7.3 Within 6 months of the signing of the Relationship Agreement, representatives of the Parties will meet to develop the Work Plan.
- 7.4 The development phase of the Work Plan will include:
- (a) the exchange of information and identification of opportunities for co-operation in respect of education initiatives;
  - (b) identifying priorities for action to improve Maniapoto educational success;
  - (c) identifying indicators to be used for measuring success in achieving the objectives of the plan; and
  - (d) an agreed approach for the establishment and implementation of the Work Plan.
- 7.5 The Work Plan will:
- (a) share information about Ministry of Education and TEC initiatives and projects, to help Te Nehenehenui identify how these may impact on Maniapoto; and
    - i identify priorities for action (including any potential sources of funding) to improve Maniapoto capability in education; and
    - ii identify any means to support dissemination of mātauranga o Maniapoto, reo o Maniapoto and tikanga o Maniapoto to Maniapoto whānau and the wider community; and
    - iii identify indicators to measure success in achieving the objectives of the Work Plan; and
    - iv identify any potential opportunities for co-investment on projects of shared interest; and
  - (b) contain an agreed approach for implementation of the Work Plan.
- 7.6 The Work Plan may be modified from time to time as agreed between the Parties.

**8 ANNUAL RELATIONSHIP MEETING**

- 8.1 Each year the Parties will hold an Annual Relationship Meeting (**the Meeting**), at a venue to be agreed annually by the Parties as early as possible before the meeting date.

**6.5: TE OHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO**

- 8.2 The Chief Executive or a senior representative nominated by the Chief Executive will lead the representation of Te Nehenehenui at the Meeting.
- 8.3 The Secretary for Education, or a senior representative nominated by the Secretary, will lead the Ministry of Education's representation at the Meeting.
- 8.4 The Chief Executive, or a senior representative nominated by the Chief Executive of TEC or of any of the parties will lead the representation of their organisation at the Meeting.
- 8.5 The purpose of the Meeting is to:
- (a) mandate, discuss or decide on matters relating to the Work Plan as required;
  - (b) report back on implementation of the Work Plan; and
  - (c) address any concerns the Parties have about the relationship.
- 8.6 Before each Meeting, representatives of the Parties will agree on administrative arrangements for the Meeting, including the agenda.
- 8.7 Each party will meet the costs and expenses of its representatives attending.
- 8.8 The first Meeting will take place within three months of a written request sent by Te Nehenehenui to the Ministry of Education and TEC.
- 8.9 Where the Parties have staff with specific responsibilities or expertise that are likely to assist progress at a Meeting, the Parties will endeavour to ensure those staff members are able to attend the Meeting.
- 8.10 The Parties recognise that there will be occasions when it is appropriate for the Minister of Education (or other Ministers with education portfolio responsibilities) and the Chair of Te Nehenehenui to meet. Ministry of Education and TEC staff will use best efforts to facilitate the responsible Minister attending a hui requested by Maniapoto, and facilitate requests from the appropriate Minister to meet Maniapoto in these circumstances.
- 8.11 The Parties may agree not to hold the Meeting in any year.

**9 MEETINGS AS REQUIRED**

- 9.1 The Parties commit to maintaining an ongoing dialogue through which the Parties:
- (a) monitor and report on the progress of the Work Plan;
  - (b) are kept aware of each other's interests; and
  - (c) explore further opportunities for collaboration as they arise.
- 9.2 This dialogue and collaboration may include meetings as mutually agreed from time to time between the staff of any or all of the Ministry of Education, TEC or other Party, and the representatives of Te Nehenehenui. This may occur at different levels as required to advance the plan.

**6.5: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO**

**10 INFORMATION SHARING**

- 10.1 The Parties recognise the mutual benefit of information exchange.
- 10.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Maniapoto area of interest and statistics and other data of relevance to Maniapoto. Any information that is shared is subject to clause 14.
- 10.3 The Parties are committed to sharing meaningful and relevant details of their ongoing work programmes, initiatives and contracted services for the purpose of informing each other of their current activities, seeking out further opportunities to partner for shared outcomes, and otherwise advancing the principles of this Relationship Agreement.

**11 CONTACTS**

- 11.1 The contact person for the Ministry of Education for all matters relating to this Relationship Agreement is the Director of Education, Waikato and supported by the Chief Advisor Treaty.
- 11.2 The contact person for TEC for all matters relating to this Relationship Agreement is the Deputy Chief Executive, supported by the Manager Business and Partnerships.
- 11.3 The contact person for all matters relating to this Relationship Agreement is the Chief Executive of Te Nehenehenui.
- 11.4 The contact persons named in clauses 11.1, 11.2 and 11.3 may change over time as the Ministry of Education, TEC, Te Nehenehenui and their relationships evolve.

**12 LIMITATIONS**

- 12.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Te Nehenehenui.
- 12.2 The commitments of the Ministry of Education under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Ministry of Education and of the government of the day.
- 12.3 The commitments of TEC under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of TEC and of the government of the day.
- 12.4 The commitments of Te Nehenehenui under this Relationship Agreement are limited to the extent that they are within its capability, resources, work programme and priorities.
- 12.5 This Relationship Agreement recognises and in no way derogates from the Waiwaia Accord.
- 12.6 In accordance with the principles described at clause 5, nothing in the Relationship Agreement precludes either party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement on a no prejudice basis.

**6.5: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO**

**13 SPECIAL CONDITIONS**

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

**14 OFFICIAL INFORMATION**

- 14.1 The Ministry of Education and TEC are subject to the requirements of the Official Information Act 1982 ("OIA").
- 14.2 The Ministry of Education and its responsible Minister(s) may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 14.3 The Ministry of Education will notify Te Nehenehenui and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Te Nehenehenui wishes to make must be provided to the Ministry of Education in a timely fashion, so that the Ministry of Education is able to meet the statutory timeframes for responding to the relevant request for information.

**15 DISPUTE RESOLUTION**

- 15.1 If a dispute arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clauses 11.1, 11.2 and 11.3. it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Secretary for Education in the case of the Ministry of Education and the Chief Executives of the Party for all other Parties.

**16 REVIEW**

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

**17 AMENDMENT**

- 17.1 The Parties may agree in writing to vary the provisions of this Relationship Agreement.

DOCUMENTS

6.5: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI  
MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE  
SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND  
THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO

**SIGNED** for and on behalf of )  
**THE SOVEREIGN** in right of New Zealand )  
by the Secretary for Education and Chief )  
Executive of the Ministry of Education )  
in the presence of: )

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by the Chief Executive on behalf of )  
the Tertiary Education Commission )  
in the presence of: )  
)

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

DOCUMENTS

6.5: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE TĀHUHU O TE MĀTAURANGA, TE AMORANGI  
MĀTAURANGA MATUA - RELATIONSHIP AGREEMENT BETWEEN THE CROWN, THROUGH THE  
SECRETARY OF EDUCATION AND CHIEF EXECUTIVE OF THE MINISTRY OF EDUCATION AND  
THE TERTIARY EDUCATION COMMISSION AND NGĀTI MANIAPOTO

**SIGNED** for and on behalf of the trustees of )  
**TE NEHENEHENUI** by the chair )  
in the presence of: )

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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**6.6 TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAI AO -  
RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT,  
THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE  
NEHENEHENUI TRUST**

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6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAI AO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST

TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAI AO –  
RELATIONSHIP AGREEMENT BETWEEN  
THE MINISTER FOR THE ENVIRONMENT,  
THE SECRETARY FOR THE ENVIRONMENT  
AND  
NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST

**1 Purpose**

- 1.1 This Relationship Agreement ("**Agreement**") formalises the relationship between the Minister for the Environment ("**Minister**"), the Secretary for the Environment ("**Secretary**") and Ngāti Maniapoto, through Te Nehenehenui Trust ("**Trust**"), in respect of the Relationship Area.
- 1.2 It establishes a framework to enable these parties to maintain a positive and enduring working relationship in respect of the matters outlined in this Agreement.

**2 Relationship Area**

This Agreement relates to the part of the Ngāti Maniapoto Area of Interest which does not lie in the Environment Accord Area, as shown in **Appendix A** and **Appendix B**.

**3 Relationship between this Agreement and other accords**

- 3.1 The Agreement acknowledges that:
- (a) Ngāti Maniapoto, the Maniapoto Māori Trust Board and the Sovereign have a formal relationship through the "Deed in Relation to Co-Governance and Co-Management of the Waipā River" and the "Waiwaia Accord" (both dated 27 September 2010).
  - (b) The Deed relates to the establishment of a co-governance framework and co-management arrangements for the Waipā River, which were formalised in the Ngā Wai o Maniapoto (Waipā River) Act 2012.
  - (c) The Waiwaia Accord is an agreement between the parties named above to work together in the co-governance and co-management of the Waipā River, for the overarching purpose of restoring and protecting the quality and integrity of the waters that flow into and form part of the river.
  - (d) The Minister for the Environment, the Secretary for the Environment and Ngāti Maniapoto through the Maniapoto Māori Trust Board have a formal relationship through the Environment Accord, dated 29 September 2011.
  - (e) The Environment Accord, which forms a schedule to the Waiwaia Accord, also applies to the Waipā River, from its source at Pekepeke to its confluence with the Waikato River. The Environment Accord Area (as defined in clause 10 of the Environment Accord) lies partly within the Area of Interest, as shown in Appendix B.

**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAIAO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

- (f) Specifically, the Environment Accord sets out the roles and functions of each of the three parties and the actions they will take in achieving that Accord's purposes. These cover three key matters:
- (i) Crown and Ngāti Maniapoto co-management of the Waipā River, for restoration and maintenance of the quality and integrity of its waters and for the care and protection of the mana tuku iho o Waiwaiā;<sup>4</sup>
  - (ii) Enhancement and sustainment of the co-management relationship; and
  - (iii) Recognition and provision by the Crown for the exercise of kaitiakitanga by Ngāti Maniapoto over the Waipā River and beyond.
- 3.2 This Agreement complements and enhances these existing relationships and accords. Nothing in this Agreement displaces the earlier arrangements.
- 3.3 This Agreement has a wider focus than the Waiwaia and Environment Accords in terms of geographic area and matters of interest. While it is intended to align with and complement the Environment Accord, where issues arise that relate to the area covered by the Environment Accord (namely, the Waipā River), the Environment Accord will take precedence over this Agreement.

**4 Relationship Agreement principles**

- 4.1 The Minister, the Secretary and the Trust are committed to progressing and sustaining a positive and enduring relationship, and agree to act consistently with the following relationship principles:
- (a) be guided by Te Tiriti o Waitangi/the Treaty of Waitangi principles;
  - (b) work in a spirit of co-operation;
  - (c) ensure early engagement on issues of known mutual interest;
  - (d) operate a 'no surprises' approach;
  - (e) acknowledge that the relationship is evolving, not prescribed;
  - (f) respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - (g) recognise and acknowledge that the parties benefit from working together and sharing their vision, knowledge and expertise.

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<sup>4</sup> In the "Deed in Relation to Co-Governance and Co-Management of the Waipā River" (27 September 2010) this is described as the 'ancestral authority handed down from generation to generation in respect of Waiwaiā, Guardian of the Waipā River'.

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**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAIAO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

- 4.2 Where consultation is required under this Agreement, the Minister, the Secretary or the Ministry for the Environment ("**Ministry**") will:
- (a) ensure that the Trust is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
  - (b) provide the Trust with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
  - (c) approach the consultation with an open mind and genuinely consider any views and/or concerns that the Trust may have in relation to any of the matters that are subject to the consultation; and
  - (d) report back to the Trust on any decision that is made.

**5 Ngāti Maniapoto aspirations and values**

- 5.1 Ngāti Maniapoto are developing a 30 year vision and strategy for achieving the social, economic and cultural aspirations for the individuals, whānau and hapū of Ngāti Maniapoto (Maniapoto me ōna hapū maha, te whare o te Nehenehenui). This is based on the feedback received from iwi in the "Maniapoto 2050" series of hui held in late 2015.
- 5.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.
- 5.3 In line with the commitments made under Te Ōhākī Tapu,<sup>5</sup> the objective of Maniapoto in respect of this Agreement is to establish partnerships with the Ministry to enhance the oranga (well-being) of their environment. Specifically, Maniapoto seek to develop a relationship with the Ministry that will improve specific metrics of environmental health, well-being and success so that Maniapoto environmental outcomes are demonstrably improved.<sup>6</sup>
- 5.4 In order to achieve these objectives, Ngāti Maniapoto, in partnership with the Ministry, seek to:
- (a) see the parties use best efforts, within the Parties' resource constraints, to achieve the purposes of this agreement;
  - (b) assess relevant data and research to determine the current position of the Ngāti Maniapoto environment;

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<sup>5</sup> Te Ōhākī Tapu is the series of agreements and assurances from the Crown between 1883 and 1885 that Ngāti Maniapoto believed would protect their rangatiratanga and mana whakahaere over their lands and people. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account of the Deed of Settlement.

<sup>6</sup> Adapted from Te Huatahi – The Agreement in Principle (2017), clause 6.4.

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**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAI AO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

- (c) co-design programmes to improve specific metrics so that Ngāti Maniapoto environmental outcomes are demonstrably improved;
- (d) monitor available environmental data on a regular basis to assess how progress is tracking in terms of the Ngāti Maniapoto environment; and
- (e) make best efforts to clarify the existing interests (as defined in section 4 of the Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012) of Ngāti Maniapoto. Ngāti Maniapoto believes that their existing interests includes, but is not limited to:
  - (i) their commercial fishing rights and interests;
  - (ii) their cultural relationship with the marine environment;
  - (iii) ensuring mātauranga and Ngāti Maniapoto values are recognised and provided for in the management of the marine environment;
  - (iv) their role as rangatira and kaitiaki of the marine environment and the ability to exercise kaitiakitanga and rangatiratanga to:
    - a) protect, look after and develop the marine environment, and enhance the mauri and wairua of marine resources and cultural heritage for future generations;
    - b) restore and protect marine ecosystems, taonga species and their habitats and migration routes;
    - c) restore and protect water quality;
    - d) protect, restore, manage and develop commercial and customary fisheries, traditional mahinga kai areas and kaimoana stocks in a manner consistent with Ngāti Maniapoto tikanga, kawa and mātauranga;
    - e) exercise customary uses and practices associated with fishing, collecting kaimoana and utilising marine resources and utilise tikanga based customary fisheries management tools; and
    - f) achieve objectives and aspirations for customary fisheries management of Ngāti Maniapoto as set out from time-to-time in any customary fisheries management plan.

5.5 The parties acknowledge that, for Ngāti Maniapoto, the basis of this relationship will be:

Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.

**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAIAO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

The prestige, recognition and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources, the tribe's and my well-being is assured.

**6 Role of the Minister**

- 6.1 The Minister is responsible for directing and overseeing the work of the Secretary and the Ministry, and has statutory responsibilities under a number of Acts administered by the Ministry including, but not limited to the:
- a) Soil Conservation and Rivers Control Act 1941;
  - b) Environment Act 1986;
  - c) Resource Management Act 1991 (RMA);
  - d) Hazardous Substances and New Organisms Act 1996;
  - e) Climate Change Response Act 2002;
  - f) Waste Minimisation Act 2008;
  - g) Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012; and
  - h) Environmental Reporting Act 2015.
- 6.2 The Minister for the Environment also has responsibility for the Environmental Protection Authority - a Crown entity established under the Environmental Protection Authority Act 2011.
- 6.3 The role of the Minister in relation to this Agreement is to:
- (a) commit to achieving the purpose of this Agreement as stated in section 1, and
  - (b) ensure that the Secretary meets their obligations under this Agreement.
- 6.4 The Minister will implement this role through providing an annual opportunity for the Trust to discuss any issues of relevance relating to the Ministry's obligations under this Agreement directly with the Minister.
- 6.5 The Minister may provide this opportunity at the same time as the annual Relationship Forum meetings between Ngāti Maniapoto and the Crown that are held under the Waiwaia Accord.

**7 Role of the Secretary and the Ministry**

- 7.1 The roles of the Secretary and the Ministry are set out in the Environment Act 1986. The Secretary is the administrative head of the Ministry and advises and assists the Minister in the performance of the Minister's functions.

**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAIAO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

- 7.2 The Secretary and/or the Ministry also have specific responsibilities and functions under a number of other Acts including, but not limited to, that listed in clause 6.1.
- 7.3 As much responsibility for day-to-day environmental management is devolved to local government, the Ministry focuses on providing:
- (a) environmental management systems, including laws, regulations and national environmental standards, which are binding on local authorities;
  - (b) national direction through national policy statements and strategies, which are binding on local authorities;
  - (c) guidance and training on best environmental and natural resource management practice; and
  - (d) information about the health of the environment.
- 7.4 The role of the Secretary in respect of this Agreement is to:
- (a) commit to achieving the purpose of this Agreement as stated in section 1;
  - (b) ensure that the Ministry delivers on the matters outlined in sections 9 - 14 and 16; and
  - (c) participate in annual relationship meetings held in accordance with section 14.
- 7.5 The Secretary will establish and maintain effective and efficient communication with the Trust on a continuing basis through:
- (a) relationship meetings held in accordance with section 14;
  - (b) ensuring that the Ministry maintains information on the Trust's office holders, and their addresses and contact details ;
  - (c) providing a primary Ministry contact for the Trust who will act as a liaison person with other Ministry staff;
  - (d) providing reasonable opportunities for the Trust to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
  - (e) ensure relevant Ministry staff are informed on the contents of this Agreement and understand their responsibilities and roles under it.

**8 Scope of Agreement**

- 8.1 The Agreement applies to all functions, powers, responsibilities and actions of the Minister (as may change from time to time), the Secretary and the Ministry that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the area of interest of this Agreement (Appendix A).
- 8.2 The Agreement does not extend to the Secretary's role in appointing officials and statutory officers. However, if the Secretary is making appointments to boards whose function relates to natural resources in the area of interest, Ngāti Maniapoto may nominate persons

**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAI AO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

for the Secretary to consider. The Ministry will notify the Trust when the Secretary is considering appointments to such boards.

8.3 Ngāti Maniapoto may suggest persons to be considered for appointment by the Minister under s 149J of the RMA to boards of inquiry relating to matters directly affecting the area of interest. The Ministry will notify the Trust when the Minister is considering appointing such a board of inquiry.

8.4 This Agreement does not affect:

- (a) legislative rights, powers and obligations;
- (b) any statutory functions, duties and powers of the Minister, the Secretary or the Ministry;
- (c) the ability of the Crown to introduce legislation and change government policy;
- (d) the ability of the Crown to interact or consult with any person, including iwi, hapū, marae, whānau or their representative; and
- (e) the legal rights and obligations of Ngāti Maniapoto or the Trust.

8.5 This Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered by the Crown.

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

8.7 The commitments of the Trust under this Agreement are limited to the extent that they are within the capability, resources and mandated work of the Trust and the Trust's priorities of the day.

## **9 Joint projects**

9.1 In addition to the matters noted in clauses 33 to 36 of the Environment Accord, the Ministry and the Trust will, by mutual agreement, develop joint projects of relevance to the area of interest.

9.2 Any joint projects will be reviewed at the annual relationship meeting between the Trust and the Secretary.

## **10 Engagement on policy development**

10.1 In addition to the matters noted in clauses 37 to 39 of the Environment Accord, the Ministry will engage early with the Trust where a Ministry-led policy or programme will directly impact on the area of interest.

10.2 This may involve any legislative or policy developments of interest to Ngāti Maniapoto, including but not limited to reform of the RMA, freshwater issues, climate change, the Emissions Trading Scheme, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards).

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**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAIAO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

## **11 Capability building and training**

- 11.1 In addition to the matters noted in clauses 42 to 45 of the Environment Accord, the Ministry, on request, will support Ngāti Maniapoto through provision of advice and information to the Trust relating to legislation it administers. This may include:
- (a) introductory training; and
  - (b) briefings on new information, or latest amendments to Ministry-administered legislation and their implications.
- 11.2 The Ministry will provide advice and information to the Trust on training available for environmental commissioners and any similar training opportunities.
- 11.3 Both the Ministry and the Trust will work together to raise awareness of the Agreement and its implementation.

## **12 Secondments/internships/holiday employment**

- 12.1 In addition to clauses 46 and 47 of the Environment Accord, the Ministry will inform the Trust when opportunities for university or holiday employment or student research projects arise that are relevant for the area of interest.
- 12.2 The Trust may propose candidates for these roles or opportunities for the Ministry's consideration.

## **13 Information development and information sharing**

- 13.1 In addition to matters noted in clauses 48 to 50 of the Environment Accord, the Trust and the Ministry will develop a protocol for identifying, requesting and sharing *information* of interest in relation to the area of interest. This protocol will recognise the Ministry's policies and Ngāti Maniapoto tikanga pertaining to information sharing.
- 13.2 The Ministry administers a number of contestable funds that the Trust may be interested in applying to for projects in the Area of Interest. The Ministry will provide the Trust with information on funding rounds and funding criteria regularly and on request.
- 13.3 The Minister has the function of monitoring the effect and implementation of the RMA (under section 24 of that Act). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (under section 27 of the RMA).
- 13.4 The way in which these functions and powers are exercised varies from time to time. At the date of execution of this Agreement, the Ministry, on behalf of the Minister, surveys all local authorities about their processes under the RMA through the National Monitoring System ("**NMS**"). The NMS includes questions relating to Māori participation.
- 13.5 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.

**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAIAO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

- 13.6 Each year, before the first of the annual relationship meetings held under section 14, the Ministry will, if requested, provide the Trust with:
- (a) access to the most recent published information from the NMS as may be relevant to the area of interest; and
  - (b) details of the most recent published state of the environment monitoring; as it relates to the area of interest.

**14 Relationship meetings**

**Annual meeting with the Minister**

- 14.1 The parties agree that senior representatives of the Trust and the Minister will meet annually to discuss any issues covered by the scope of this Agreement directly with the Minister.
- 14.2 These discussions may occur as part of the annual Relationship Forum meetings between Ngāti Maniapoto and the Crown which are held under the Waiwaia Accord. These are detailed in clauses 2 and 3 of the Waiwaia Accord.
- 14.3 Discussions relating to this Agreement that are held as part of the annual Relationship Forum meetings under the Waiwaia Accord will be added as a separate agenda item to the Relationship Forum meeting agenda.

**Annual meeting with the Secretary**

- 14.4 The parties agree that senior representatives of the Trust and the Secretary will participate in an annual relationship meeting to discuss matters of mutual interest and the implementation of this Agreement.
- 14.5 These discussions may occur as part of the annual relationship meetings between Ngāti Maniapoto and the Secretary which are held under the Environment Accord. These are detailed in clauses 51 and 52 of the Environment Accord.
- 14.6 Discussions relating to this Agreement will be added as a separate agenda item to the Environment Accord Relationship Meeting agenda.
- 14.7 One month before each meeting the Trust and the Secretary will agree the topics for discussion. These could include:
- (a) matters relating to the implementation of this Agreement;
  - (b) review of joint projects, as noted in clause 9.2 of this Agreement;
  - (c) matters arising from actions under sections 10 to 13 of this Agreement;
  - (d) progress on, and opportunities relating to, the restoration and protection of Ngāti Maniapoto cultural, spiritual, economic, traditional and historic associations with the land, waters and indigenous flora and fauna within the area of interest, including government policy and availability of contestable funds; and
  - (e) any other matters of mutual interest.

**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAIAO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

**Other meetings as required**

14.8 Outside of the relationship meetings, representatives of the parties can meet as required.

**15 Implementation**

15.1 Within 6 months after the signing of this Accord, the Ministry and the PSGE will meet to discuss the development of an implementation strategy and any other key matters. The implementation strategy will include (but not be limited to):

- (a) provision for regular meetings between identified staff;
- (b) development of shared objectives and long term strategic goals;
- (c) any additional relationship matters; and
- (d) an agreed timeframe for the development of the implementation strategy.

15.2 The implementation strategy will also include the following matters identified below:

- (a) joint projects and their resourcing;
- (b) engagement on policy development and advice;
- (c) the Maniapoto Environmental Management Plan;
- (d) opportunities for capability and training;
- (e) opportunities for secondments, internships, and holiday employment;
- (f) information development and information sharing; and
- (g) the information protocol referred to in clause 13.1.

**16 Review and amendment**

16.1 The Minister, the Secretary and the Trust agree that this Agreement is a living document. It should be updated and adapted to take account of changing circumstances, and developments and opportunities as they arise.

16.2 The parties may only vary their respective parts of the Agreement by agreement in writing.

16.3 The first review of this Agreement will take place no later than 2 years from the settlement date. Thereafter it will be reviewed on a 3 yearly basis according to a process agreed between the parties.

16.4 Where the parties cannot reach agreement on any review or variation proposal, they will use the escalation processes contained in clause 17 of this Agreement.

16.5 The review of this Agreement may occur concurrently with the review of the Environment Accord if the parties agree.

**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAIAO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

**17 Escalation of matters**

- 17.1 If one party considers that there has been a breach of this Agreement by another, then that party may give notice to the other that they are in dispute.
- 17.2 As soon as practicable upon receipt of a notice referred to in clause 17.1, Ministry official(s) and Trust representative(s) will meet to work in good faith to resolve the matters at a local level within a reasonable timeframe.
- 17.3 If this process is not successful, the matter may be escalated to a meeting of the Secretary and the Chief Executive Officer for the Trust who will meet to work in good faith to resolve the matters within a reasonable timeframe.
- 17.4 If, following the process in clause 17.3, the parties cannot reach a negotiated outcome they may agree to refer the dispute to an independent and mutually-agreed mediator. The costs of the mediator are to be split equally between the parties.
- 17.5 If the dispute is not resolved following mediation, the matter will be escalated to a meeting between the Chair of the Trust and the Minister.

**18 Official information**

- 18.1 The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").
- 18.2 The Minister, the Secretary and the Ministry may, in accordance with the OIA, be required to disclose information relating to this Agreement (e.g. relationship meeting minutes).
- 18.3 The Minister or the Ministry will notify the Trust and seek its views before releasing any information relating to this Agreement.
- 18.4 To avoid doubt, any comments the Trust wishes to make must be provided to the Minister or the Ministry in a timely fashion, so that the statutory timeframes for responding to the relevant request for information can be met.

**SIGNED** on [date] by the )  
**MINISTER FOR THE ENVIRONMENT** )

\_\_\_\_\_  
**Hon David Parker**

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

DOCUMENTS

6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAIAO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST

SIGNED on [date] by the )  
SECRETARY FOR THE ENVIRONMENT )

\_\_\_\_\_  
Vicky Robertson

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

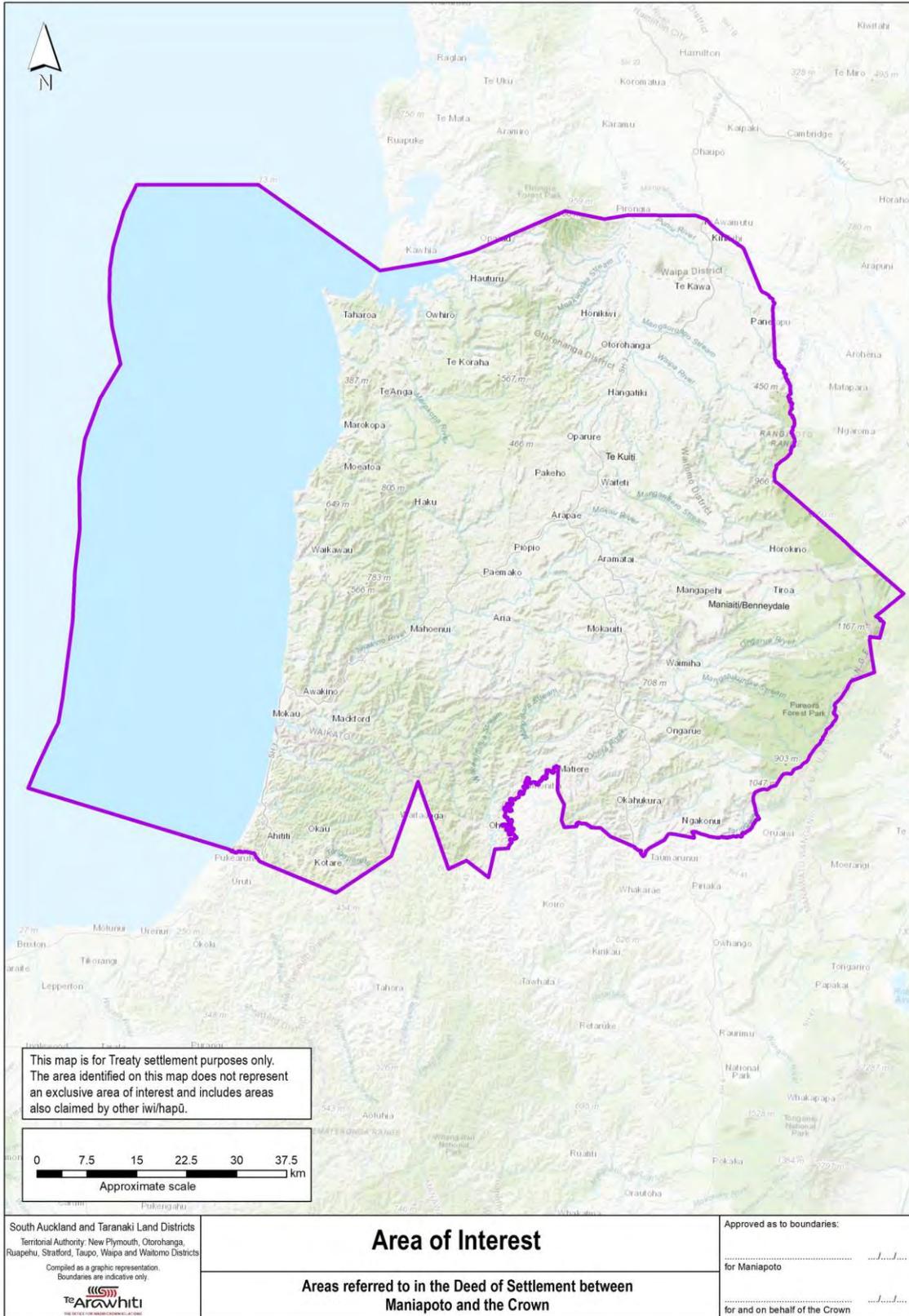
THE SEAL OF TE NEHENEHENUI TRUST )  
Was affixed pursuant to a resolution of the )  
Board and in the presence of: )

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

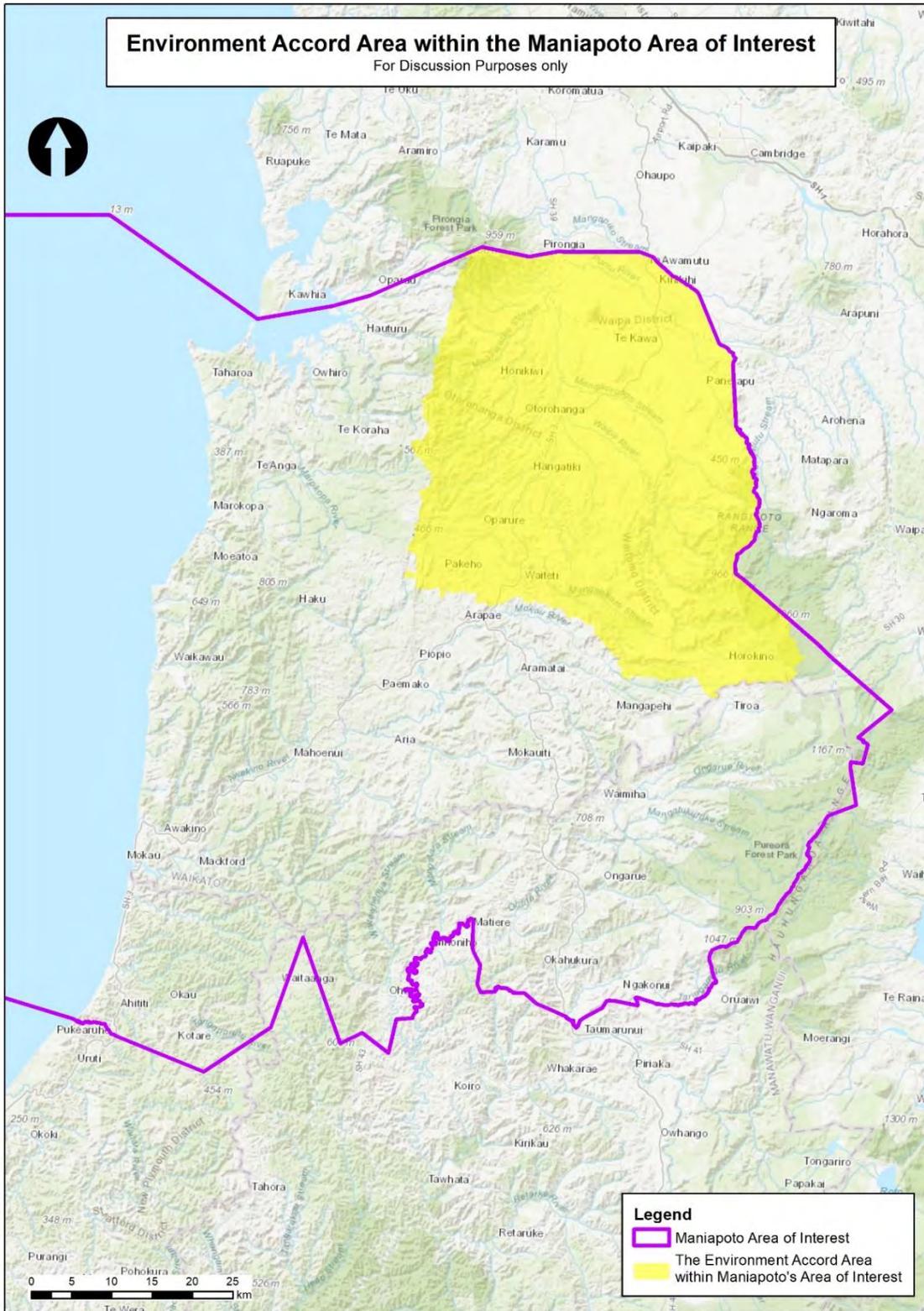
**6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAI AO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST**

**APPENDIX A: Maniapoto Area of Interest**



6.6: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ MŌ TE TAI AO - RELATIONSHIP AGREEMENT BETWEEN THE MINISTER FOR THE ENVIRONMENT, THE SECRETARY FOR THE ENVIRONMENT AND NGĀTI MANIAPOTO THROUGH TE NEHENEHENUI TRUST

APPENDIX B: Map showing Environment Accord Area within the Maniapoto Area of Interest



IZ009600.14 Service Layer Credits: Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN,

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**6.7 TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO  
DISTRICT HEALTH BOARD - RELATIONSHIP AGEEMENT BETWEEN NGĀTI  
MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH  
AND THE WAIKATO DISTRICT HEALTH BOARD**

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6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD

TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD -

RELATIONSHIP AGREEMENT BETWEEN

NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST,

THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD

*Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.*

*The prestige, recognition, and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.*

**1 PURPOSE**

- 1.1 This **Relationship Agreement ("Agreement")** formalises the relationship between the Ministry of Health ("**Ministry**"), the Waikato District Health Board ("**Waikato DHB**") and Maniapoto through the trustees of Te Nehenehenui Trust ("**Governance Entity**"), (together referred to as "**the Parties**").
- 1.2 The purpose of this agreement is to: -
- (a) enhance the existing relationships between the Parties;
  - (b) establish a set of relationship principles to guide the Parties to develop and maintain a positive and enduring working relationship; and
  - (c) provide a framework for engagement and collaboration between the Parties to help them to achieve their respective aspirations for Maniapoto.

**2 BACKGROUND**

- 2.1 For Maniapoto, the aspirations outlined in this Agreement are founded on the principles of "mana tuku iho", the inherent wisdom of Maniapoto tūpuna, who determined that the "mana whatu āhuru" would guide the generations of Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.
- 2.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.

**6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD**

2.3 Te Ōhākī Tapu was a series of agreements between Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown. The agreements reflected the Crown's pursuit of kāwanatanga and the Ngāti Maniapoto desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account of the Deed of Settlement. The agreements looked forward to a relationship of partnership for the benefit of both Parties. Today, the Treaty settlement process heralds a new era of collaboration in partnership with Ngāti Maniapoto and Crown working together to design processes and contribute to the social development and well-being of the whānau, hapū and iwi of Maniapoto.

**3 MANIAPOTO STATEMENT OF ASPIRATIONS and VALUES**

3.1 Maniapoto seek to achieve the social, economic and cultural aspirations of the individuals, whānau and hapū of Maniapoto (Maniapoto me ōna hapū maha, te whare o te Nehenehenui).

3.2 Maniapoto have developed a 30 year vision based on 'Maniapoto 2050' for the benefit of its present and future generations. This describes the actions Maniapoto intend to take and milestones they seek to achieve to fulfil their aspirations. It is anticipated that over time Maniapoto will develop successor strategies to update or replace this.

3.3 The objective of Maniapoto in respect of this Agreement is to establish partnerships with the Ministry and the Waikato DHB to enhance the oranga (well-being) of their people. Specifically, Maniapoto seek to develop a relationship with the Ministry and the Waikato DHB that will improve specific metrics of health, well-being and success so that Maniapoto health outcomes are demonstrably improved and at least equal to the outcomes of non-Māori.

3.4 In order to achieve these objectives, Ngāti Maniapoto, in partnership with the Ministry and the Waikato DHB, seek to:

- (a) see the Parties use best efforts, within the parties' resource constraints, to achieve the purposes of this Agreement;
- (b) assess relevant data and research to determine the current position of Ngāti Maniapoto health;
- (c) co-design programmes to improve specific metrics so that Ngāti Maniapoto health outcomes are demonstrably improved;
- (d) monitor available data on a regular basis to assess how progress is tracking in terms of the health of Maniapoto; and,
- (e) in the interests of co-governance, have the Governance Entity nominate a member for the Waikato DHB Board.

3.5 The Parties acknowledge that, for Maniapoto, the basis of this relationship will be:

Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.

**6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD**

The prestige, recognition and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.

**4 RELATIONSHIP BETWEEN THIS AGREEMENT AND OTHER AGREEMENTS**

4.1 This Agreement acknowledges that:

- (a) Maniapoto, the Maniapoto Māori Trust Board, and the Waikato DHB have a formal relationship through a Memorandum of Understanding, dated 27 September 2017;
- (b) The Memorandum of Understanding establishes an Iwi Māori Council within the Waikato DHB district, with representatives from six iwi, an urban Māori authority, and a Kaumatua Kaunihera. The Maniapoto Māori Trust Board have two seats on the Iwi Māori Council;
- (c) The purpose of the Iwi Māori Council is to work in partnership with the Waikato DHB, to radically improve Māori health outcomes and to eliminate health inequities within the Waikato DHB district; and
- (d) In fulfilment of this overarching goal, the Iwi Māori Council and the Waikato DHB have committed to supporting the following Māori health strategic priorities: promoting the implementation of the philosophy of Whānau Ora; radical improvement of mainstream responsiveness to Māori health needs; ensuring the growth of sustainable Kaupapa Māori health services; removing barriers for Māori experiencing disabilities; increasing and building a sustainable Māori workforce to contribute to the delivery of excellent culturally appropriate services; and growing future Māori leadership in the Health and Disability Sector at governance, and service delivery levels.

4.2 This Agreement also recognises, and in no way derogates from any:

- (a) agreements or accords under the Waiwaia Accord,
- (b) any other existing agreements or relationships.

4.3 This Agreement complements and enhances these existing relationships and accords.

**5 OTHER PARTIES**

5.1 Additional Parties (that have a role in the health sector and that wish to formalise their relationship with Maniapoto) may be added to this Agreement by agreement of the Parties. Where additional Parties are agreed, the additional party will sign a letter confirming their desire to be added to the Agreement and a schedule of additional Parties will be added to this Agreement.

**6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD**

**6 RELATIONSHIP PRINCIPLES**

- 6.1 The Parties agree to progress and sustain a positive, co-operative and enduring relationship, and agree to abide by the following relationship principles:
- (a) the Parties are Te Tiriti/Treaty partners and are equals in the relationship;
  - (b) adopting a positive, collaborative and co-operative approach to the partnership, including acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability; ensuring early engagement on issues of known mutual interest;
  - (c) acknowledging that the relationship is evolving, not prescribed;
  - (d) respecting the independence of the Parties and their respective mandates, roles and responsibilities;
  - (e) giving effect to Te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
  - (f) recognising and acknowledging that the Parties all benefit from working together by sharing their vision, knowledge, and expertise.
- 6.2 The Parties are guided by the findings of the Waitangi Tribunal in relation to the following relevant Treaty principles to be adopted in relation to health and disability system and the corresponding obligations on the Crown:<sup>7</sup>
- (a) The guarantee of tino rangatiratanga, which provides for Māori self-determination and mana motuhake in the design, delivery and monitoring of health and disability system.
  - (b) The principle of equity, which requires the Crown to commit to achieving equitable health outcomes for Māori.
  - (c) The principle of active protection, which requires the Crown to act, to the fullest extent practicable, to achieve equitable health outcomes for Māori. This includes ensuring that it, its agents and its Treaty partner are well informed on the extent, and nature of, both Māori health outcomes and efforts to achieve Māori health equity.
  - (d) The principle of options, which requires the Crown to provide for and properly resource kaupapa Māori primary health services. Furthermore, the Crown is obliged to ensure that all health and disability services are provided in a culturally appropriate way that recognises and supports the expression of hauora Māori models of care.
  - (e) The principle of partnership, which requires the Crown and Māori to work in partnership in the governance, design, delivery and monitoring of primary health services. Māori must be co-designers, with the Crown, of the health and disability system.

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<sup>7</sup> Waitangi Tribunal, *Hauora: Report on Stage One of the Health Services and Outcomes Kaupapa Inquiry* (2019)

**6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD**

**7 ROLE OF THE DISTRICT HEALTH BOARD AND THE MINISTRY**

- 7.1 New Zealand has a semi-devolved health sector with roles and responsibilities split between the Ministry of Health (the Ministry), District Health Boards (DHBs), health sector Crown entities and agencies, and non-government organisations. However, the Ministry remains a significant direct funder of health and disability services as well as overseeing a number of screening programmes.
- 7.2 As well as being the principal advisor to the Minister on health and disability policy, the Ministry is the steward of, and has overall responsibility for, the management and development of the health and disability system. The Ministry improves, promotes and protects the health and well-being of New Zealanders through:
- (a) its stewardship of New Zealand's health and disability system;
  - (b) advising the Minister of Health, and the Government, on health and disability issues;
  - (c) directly purchasing a range of national and disability support services;
  - (d) providing health sector information and payment-related services for health providers, such as payment processing and preparation of payment schedules.
- 7.3 DHBs administer most of the day-to-day business of the health and disability system, and around three-quarters of the Vote Health funding.
- 7.4 DHBs have autonomy to plan, manage, provide and purchase health services for the population of their district. This includes primary healthcare services (such as GPs and practice nurses) predominantly funded by DHBs through primary health organisations (PHOs), hospital services, public health services, aged care services, and services provided by other non-government health providers, including Maori and Pacific providers. Public hospitals and other public health services are owned and funded by DHBs. DHBs also deliver a number of services that are purchased nationally by the Ministry.

**8 COMMUNICATION**

- 8.1 Parties will maintain effective and efficient communication with each other on a continuing basis through:
- (a) regular 'kanohi ki te kanohi' engagement as the preferred method of engagement;
  - (b) relationship meetings held to advance clause 1 of this Agreement;
  - (c) the Ministry providing a primary contact at the Ministry for the Governance Entity who will act as a liaison person with other Ministry staff;
  - (d) Waikato DHB providing a primary contact at Waikato DHB for the Governance Entity who will act as a liaison person with other Waikato DHB staff;
  - (e) the Governance Entity providing a primary contact at the Governance Entity for the Ministry and Waikato DHB who will act as a liaison person with other Governance Entity staff; and
  - (f) the Ministry and Waikato DHB informing relevant staff of the contents of this relationship agreement and their responsibilities and roles under it.

**6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD**

- 8.2 The Ministry and Waikato DHB will seek to engage with the Governance Entity in good faith where a policy or programme within the Ministry or Waikato DHB's responsibilities:
- (a) will directly impact on Maniapoto because it affects the Ministry or Waikato DHB's ability to fulfil any agreement to collaborate with Maniapoto; and
  - (b) relates to any area in which Maniapoto has expressed an interest.
- 8.3 Where engaging under clause 8.2, the Ministry and Waikato DHB will:
- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the engagement;
  - (b) provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
  - (c) approach the engagement with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and
  - (d) report back to the Governance Entity on any decision that is made.
- 8.4 The Parties will engage through the following mechanisms:
- (a) a **work plan** as set out in clause 9 of this Agreement;
  - (b) an **annual relationship meeting** as set out in clause 10 of this Agreement; and
  - (c) **meetings** as required as set out in clause 11 of this Agreement.

**9 WORK PLAN**

- 9.1 The Parties acknowledge each other's strategies and priorities.
- 9.2 The Parties agree they will work together to support these strategies and priorities through a jointly agreed work plan (the plan).
- 9.3 Within 6 months of signing of this Agreement the Parties will meet to develop the plan. To that extent:
- (a) The plan will be co-designed by the Parties; and
  - (b) The development phase of the plan will include:
    - i. the exchange of information and identification of opportunities for co-operation in respect of health initiatives;
    - ii. identifying priorities for action to improve the health of Maniapoto;
    - iii. identifying indicators to be used for measuring success in achieving the objectives of the plan; and

**6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD**

- iv. an agreed approach for the establishment and implementation of the plan; and
- (c) It is further envisaged that the plan will provide for:
  - i. building Maniapoto capability in health;
  - ii. developing a data platform to support evidence-based reporting;
  - iii. joint projects to address priorities for action in improving the health of Maniapoto; and
  - iv. a commitment to, explore any opportunities for co-investment between the Parties on agreed projects; and
- (d) The plan may be modified from time to time as agreed between the Parties.

**10 ANNUAL RELATIONSHIP MEETING**

- 10.1 Representatives of the Parties will attend an annual relationship meeting. The purpose of this meeting is to:
- (a) report on progress in achieving objectives of the work plan;
  - (b) mandate such matters as required by the plan or otherwise; and
  - (c) address any concerns any of the Parties has about the relationship.
- 10.2 Before each annual relationship meeting, representatives of the Parties will agree administrative arrangements for the meeting including the agenda.
- 10.3 Each party will meet the costs and expenses of its representatives attending.
- 10.4 The first relationship meeting will take place within six months of a written request by the Governance Entity.
- 10.5 Following the first relationship meeting:
- (a) The Parties may mutually agree not to hold the annual relationship forum; and
  - (b) Ministry of Health officials will assist the Governance Entity with any request for the Minister of Health to attend an annual relationship meeting or special meeting as necessary.

**11 MEETINGS AS REQUIRED**

- 11.1 The Parties commit to maintaining an ongoing dialogue through which the Parties:
- (a) develop and monitor the implementation of the plan;
  - (b) are kept aware of each other's interests; and
  - (c) can explore further opportunities for collaboration as they arise.

**6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD**

- 11.2 This dialogue and collaboration may include meetings as mutually agreed from time to time between the Ministry and/or Waikato DHB staff and the representatives of Governance Entity. This may occur at different levels as required to advance the plan.
- 11.3 The Parties will make their best endeavours to attend meetings requested by any one of them, subject to resourcing and work programme requirements.

**12 INFORMATION SHARING**

- 12.1 The Parties recognise the mutual benefit of information exchange.
- 12.2 The Ministry and the Waikato DHB are committed to sharing meaningful and relevant details of their ongoing work programmes for the purpose of informing the Governance Entity of their current activities and for seeking out further opportunities to partner for shared outcomes.
- 12.3 The Ministry and the Waikato DHB are committed to providing up-to-date information about changes to their work programmes in a transparent and timely manner.
- 12.4 The Ministry is committed to providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this Agreement.
- 12.5 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Maniapoto area of interest and statistics and other data of relevance to Maniapoto. Any information that is shared is subject to clause 14 of this Agreement.

**13 CONTACTS**

- 13.1 The contact person for the Ministry for all matters relating to this Agreement is the Deputy Director-General Māori Health.
- 13.2 The contact person for the Waikato DHB for all matters relating to this Agreement is the Chief Executive.
- 13.3 The contact person for all matters relating to this Agreement is the Chief Executive of the Governance Entity.
- 13.4 The contact persons named in clauses 13.1, 13.2 and 13.3 may change over time as the Ministry, Waikato DHB, the Governance Entity and their relationships evolve.

**14 LIMITATIONS**

- 14.1 Nothing in this Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.
- 14.2 In accordance with the principles described in clause 6, nothing in this Agreement precludes either party from agreeing to explore opportunities beyond the express terms of this Agreement.

**6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD**

**15 SPECIAL CONDITIONS**

15.1 The provisions in this Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 and its successor.

**16 OFFICIAL INFORMATION**

- 16.1 The Ministry is subject to the requirements of the Official Information Act 1982 ("OIA").
- 16.2 The Ministry and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Agreement (e.g. relationship meeting minutes).
- 16.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

**17 DISPUTE RESOLUTION**

17.1 If a dispute arises in relation to this Agreement that cannot be resolved by the contact persons at clauses 13.1, 13.2 and 13.3, it shall be escalated to their respective manager to resolve. If the contact is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the Parties.

**18 REVIEW**

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

**19 AMENDMENT**

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

**SIGNED** by the Director General of Health )  
of the **MINISTRY OF HEALTH** )  
in the presence of: )  
)

\_\_\_\_\_  
Ashley Bloomfield

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

DOCUMENTS

6.7: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ HAUORA, TE WAIKATO DISTRICT HEALTH BOARD - RELATIONSHIP AGREEMENT BETWEEN NGĀTI MANIAPOTO, THROUGH TE NEHENEHENUI TRUST, THE MINISTRY OF HEALTH, AND THE WAIKATO DISTRICT HEALTH BOARD

**SIGNED** by the Chief Executive of the )  
**WAIKATO DISTRICT HEALTH BOARD** )  
in the presence of: )  
)

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of the trustees of )  
**TE NEHENEHENUI** by the Chief Executive )  
in the presence of: )  
)

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address]

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**6.8 TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA -  
RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL  
DEVELOPMENT AND NGĀTI MANIAPOTO**

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6.8: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT AND NGĀTI MANIAPOTO

TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA  
RELATIONSHIP AGREEMENT BETWEEN  
THE MINISTRY OF SOCIAL DEVELOPMENT  
AND  
NGĀTI MANIAPOTO

**1 BACKGROUND**

- 1.1 For Maniapoto, the aspirations outlined in this Agreement ("**Relationship Agreement**") are founded on the principles of "mana tuku iho", the inherent wisdom of Maniapoto tūpuna, who determined that the "mana whatu ahuru" would guide the generations of Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.
- 1.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.
- 1.3 Te Ōhākī Tapu was a series of agreements between Ngāti Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown. The agreements reflected the Crown's pursuit of kāwanatanga and the Ngāti Maniapoto desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the current draft Historical Account of the Deed of Settlement. The agreements looked forward to a relationship of partnership for the benefit of both parties. Today, the Treaty settlement process heralds a new era of collaboration in partnership with Ngāti Maniapoto and the Crown working together to design processes and contribute to the social development and well-being of the whānau, hapū and iwi of Maniapoto.

**2 PURPOSE**

- 2.1 This Relationship Agreement formalises the relationship between the Ministry of Social Development ("**Ministry**"), and the trustees of Te Nehenehenui ("**Governance Entity**"), (together referred to as "**the Parties**"). This Relationship Agreement establishes a framework to enable the Parties to enhance and maintain a durable working relationship by ensuring that:
- (a) an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests;
  - (b) opportunities for collaboration are explored when they arise, including collaboration to enhance the social and economic well-being of Ngāti Maniapoto; and
  - (c) Maniapoto whānau, hapū and iwi are treated fairly and reasonably in the Ministry's functions.

**6.8: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT AND NGĀTI MANIAPOTO**

**3 MANIAPOTO ASPIRATIONS AND VALUES FOR THE RELATIONSHIP WITH THE MINISTRY**

- 3.1 Maniapoto seek to achieve the social, economic and cultural aspirations of the individuals, whānau and hapū of Maniapoto, *Maniapoto me ōna hapū maha, te whare o te Nehenehenui*. Maniapoto have developed a 30-year vision based on 'Maniapoto 2050' for the benefit of its present and future generations. 'Maniapoto 2050' describes the actions Maniapoto intend to take and milestones they seek to achieve to fulfil their aspirations. A critical milestone for Maniapoto 2050 is strong and resilient whānau, hapū and marae, in turn creating strong and resilient iwi and communities and absolute well-being for Ngāti Maniapoto.
- 3.2 In respect of this Relationship Agreement, Ngāti Maniapoto seek to achieve an improved relationship with the Ministry of Social Development in order to assist with achieving shared social and well-being aspirations, including absolute well-being for Ngāti Maniapoto. Maniapoto expect that the Parties will use best efforts, within the Parties' resource constraints, to achieve the purposes of this agreement.
- 3.3 The Parties acknowledge that, for Maniapoto, the basis of this relationship will be:

Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.

The prestige, recognition and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.

**4 THE ROLE OF THE MINISTRY AND ASPIRATIONS FOR THE RELATIONSHIP WITH MANIAPOTO**

- 4.1 Manaaki tangata, manaaki whānau: the mission of the Ministry is to help New Zealanders to be safe, strong and independent.
- 4.2 The Ministry is working towards achieving its mission set out in clause 4.1 through:
- (a) providing employment, income support and superannuation services;
  - (b) allocating funding to community service providers;
  - (c) providing student allowances and loans;
  - (d) providing public housing assistance and services;
  - (e) being the primary provider of social policy and advice to government;
  - (f) monitoring three Crown entities and providing advice to the responsible Minister;
  - (g) ensuring the legislation, we administer is effective and fit-for-purpose; and

**6.8: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT AND NGĀTI MANIAPOTO**

- (h) working with other agencies and the wider social sector to support government priorities and improve the well-being of all New Zealanders.

4.3 The Ministry is seeking to achieve the following outcomes for New Zealanders:

- (a) New Zealanders get the support they require;
- (b) New Zealanders are resilient and live in inclusive communities; and
- (c) New Zealanders participate positively in society and reach their potential.

4.4 The Ministry's relationship with Maniapoto acknowledges the importance and benefit of working together to achieve its mission for the people of Maniapoto and for all New Zealanders.

**5 RELATIONSHIP PRINCIPLES**

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

- (a) *kia mau ki te wairua o Te Tiriti o Waitangi*: uphold the spirit of the Treaty of Waitangi by giving effect to the principles of Te Tiriti o Waitangi;
- (b) co-operate in partnership with a spirit of *whakawhanaungatanga*, good faith, integrity, honesty, transparency and accountability to achieve shared outcomes;
- (c) maintaining a 'no surprises' approach and ensuring early engagement on issues of known interest of either Parties;
- (d) respecting the independence of the Parties and their respective mandates, roles and responsibilities; and
- (e) recognising and acknowledging that the Parties all benefit from working together by sharing their vision, knowledge, and expertise.

5.2 In accordance with the principles expressed above, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

**6 COMMUNICATION**

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

- (a) relationship meetings held to advance clause 2.1;
- (b) information sharing in accordance with clause 11;
- (c) the Ministry providing a primary contact at the Ministry for the Governance Entity who will act as a liaison person with other the Ministry staff;
- (d) the Governance Entity providing a primary contact at the Governance Entity for the Ministry and who will act as a liaison person with other Governance Entity staff; and

**6.8: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT AND NGĀTI MANIAPOTO**

- (e) the Ministry informing relevant staff of the contents of this Relationship Agreement and their responsibilities and roles under it.

**7 ENGAGEMENT**

- 7.1 The Parties will work together in good faith to identify where a policy or programme, within the Ministry responsibilities, will have a direct impact on Maniapoto.
- 7.2 Where engaging with the Governance Entity under this Relationship Agreement, the Ministry will:
  - (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
  - (b) agree with the Governance Entity on a timeframe for it to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
  - (c) approach the engagement with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the engagement; and
  - (d) report back to the Governance Entity on any decision that is made that relates to an engagement.
- 7.3 The Parties commit to engaging with each other through the following mechanisms:
  - (a) hold **meetings as required** at an operational level between Ministry officials and representatives of the Governance Entity as set out in clause 8;
  - (b) attend an **annual relationship forum** between the Minister for Social Development, or a senior representative of the Ministry, and a senior representative of the Governance Entity, as set out in clause 9 ("**the Forum**"); and
  - (c) co-design and develop a **work plan** as set out in clause 10 ("**Work Plan**").

**8 MEETINGS AS REQUIRED**

- 8.1 The Parties commit to maintaining an ongoing dialogue through which the Parties:
  - (a) develop and monitor the implementation of the Work Plan;
  - (b) are kept aware of each other's interests; and
  - (c) can explore further opportunities for collaboration as they arise.
- 8.2 This dialogue and collaboration may include meetings as mutually agreed from time to time between the Ministry staff and the representatives of the Governance Entity. This may occur at different levels as required to advance the Work Plan.
- 8.3 The Parties will make their best endeavours to attend meetings requested by either Party, subject to resourcing and each Party's respective work programme requirements.

**6.8: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT AND NGĀTI MANIAPOTO**

**9 ANNUAL RELATIONSHIP FORUM**

- 9.1 It is the intention of the Parties that the Minister for Social Development will attend the Forum alongside senior representatives of the Governance Entity and the Ministry. The purpose of this Forum is to:
- (a) mandate such matters as required by the Work Plan or otherwise;
  - (b) report on the Work Plan; and
  - (c) address any concerns either Party has about the relationship.
- 9.2 Before each Forum, representatives of the Governance Entity and the Ministry will agree to administrative arrangements for the Forum including the agenda. Agenda items could include:
- (a) any legislative or policy developments of interest to Maniapoto;
  - (b) the performance of Ministry services including but not limited to employment services, community development, and income support services; and
  - (c) other matters of shared interest.
- 9.3 Each Party will meet the costs and expenses of its representatives attending the Forum unless otherwise agreed by the Parties.
- 9.4 The first Forum will take place within three months of a written request by the Governance Entity, or earlier by mutual agreement.
- 9.5 Following the first Forum:
- (a) if the Parties agree that the attendance of the Minister for Social Development is not required, they may mutually agree to hold the Forum without the Minister, but with the appropriate Crown officials that the Ministry consider necessary to advance the matters on the agenda;
  - (b) the Parties may agree to forgo arranging a future Forum, and instead invite the Minister for Social Development to attend the annual relationship forum meetings that are held between Ngāti Maniapoto and the Crown as required under the Waiwaia Accord; and
  - (c) in the event the Minister for Social Development attends the Waiwaia Accord annual relationship forum, an agenda related to Maniapoto social and economic well-being will be agreed between the Parties.

**10 WORK PLAN**

- 10.1 The Parties acknowledge each other's strategies and priorities and agree to work together to support these strategies and priorities through a jointly developed Work Plan.
- 10.2 Within six months of the signing of the relationship agreement at the written request by the Governance Entity, or earlier by mutual agreement representatives from the Governance Entity and the Ministry will meet to go over the Ministry's Service Delivery work programme and any new policies or processes that may be of interest to Maniapoto.

**6.8: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT AND NGĀTI MANIAPOTO**

- 10.3 Maniapoto will meet with Ministry staff, both in their region and at National Office to explore how data and information can be shared and analysed effectively, as set out in clause 11, and explore the co-design initiatives for shared outcome priorities.
- 10.4 As a result of these hui, the Parties will develop a Work Plan. In developing the matters to include in the Work Plan, the Parties will:
- (a) exchange information, as set out in clause 11, and identify opportunities for co-operation including but not limited to activities concerning employment services, community development, and income support services;
  - (b) agree on specific areas or issues that need to be addressed to improve Maniapoto social and economic well-being;
  - (c) identify how any actions or projects will be monitored to ensure both Parties are supported to achieve the objectives of the Work Plan; and
  - (d) agree upon an approach and timeframe to establish and implement the Work Plan.
- 10.5 It is envisaged that the Work Plan will provide for:
- (a) building Maniapoto capability and capacity to improve its own social and economic well-being;
  - (b) sharing information which is of mutual benefit;
  - (c) developing shared policies that benefit the community;
  - (d) establishing shared practical solutions that create alternative intervention systems;
  - (e) building on the current resource base to maximise opportunities;
  - (f) establishing shared prevention and intervention programs within the local community;
  - (g) creating opportunities for increased learning and capacity building; and
  - (h) a commitment to explore any opportunities for co-investment between the Parties on agreed projects.
- 10.6 The Work Plan may be modified from time to time as agreed between the Parties.

**11 INFORMATION SHARING**

- 11.1 The Governance Entity and the Ministry recognise the mutual benefit of information exchange.
- 11.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and the Ministry will use their best endeavours to share information in relation to, but not limited to:
- (a) information related to services funded by the Ministry within the Maniapoto area of interest;

**6.8: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT AND NGĀTI MANIAPOTO**

- (b) aggregated data about people who are clients of the Ministry who either identify as a descendant of Maniapoto or who reside in the Maniapoto area of interest;
- (c) employment and labour market intelligence (including any potential opportunities for joint initiatives); and
- (d) data on key outcomes in the rohe of Maniapoto area of interest.

11.3 Any information that is shared is subject to clause 15.

**12 CONTACTS**

12.1 The contact persons for the Ministry for all matters relating to this Relationship Agreement are:

- (a) General Manager, Māori, Partnerships and Programmes; and
- (b) MSD Regional Commissioner, Taranaki, King Country and Whanganui.

12.2 The contact person for the Governance Entity for all matters relating to this Relationship Agreement is the Chief Executive.

12.3 The contact persons named in clauses 12.1 and 12.2 may change over time. The Ministry and the Governance Entity agree to update each other as and when this occurs.

**13 LIMITATIONS**

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

13.2 In accordance with the principles described in clause 5, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

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

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

**14 SPECIAL CONDITIONS**

14.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

**15 OFFICIAL INFORMATION**

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

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

**6.8: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT AND NGĀTI MANIAPOTO**

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

**16 DISPUTE RESOLUTION**

16.1 If a dispute arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clauses 12.1 and 12.2 it will be escalated to their respective managers to resolve. If the managers are unable to resolve the matter, then it will be escalated to the Chief Executives of the Parties for final resolution.

**17 REVIEW AND AMENDMENT**

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

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

17.3 The Parties will negotiate any amendments to provisions of this Relationship Agreement at a meeting of the Parties referred to at paragraph 17.2 and may sign a variation to this Relationship Agreement which will take effect upon signing.

**SIGNED** by the **MINISTER FOR SOCIAL DEVELOPMENT** for and on behalf of the **MINISTRY OF SOCIAL DEVELOPMENT** in the presence of:

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

DOCUMENTS

6.8: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TE MANATŪ WHAKAHIATO ORA - RELATIONSHIP AGREEMENT BETWEEN THE MINISTRY OF SOCIAL DEVELOPMENT AND NGĀTI MANIAPOTO

**SIGNED** for and on behalf of the trustees of )  
**TE NEHENEHENUI** by the chair )  
in the presence of: )

\_\_\_\_\_  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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**6.9 TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP  
AGREEMENT BETWEEN ORANGA TAMARIKI - MINISTRY FOR CHILDREN AND  
TE NEHENEHENUI TRUST ON BEHALF OF NGĀTI MANIAPOTO**

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6.9: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP AGREEMENT  
BETWEEN ORANGA TAMARIKI - MINISTRY FOR CHILDREN AND TE NEHENEHENUI TRUST  
ON BEHALF OF NGĀTI MANIAPOTO

TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI  
RELATIONSHIP AGREEMENT BETWEEN  
ORANGA TAMARIKI – MINISTRY FOR CHILDREN  
AND  
TE NEHENEHENUI TRUST ON BEHALF OF MANIAPOTO

*Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.*

The prestige, recognition, and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.

## 1 BACKGROUND

- 1.1 For Maniapoto, the aspirations outlined in this Agreement are founded on the principles of "mana tuku iho," the inherent wisdom of Maniapoto tūpuna, who determined that the "mana whatu āhuru" would guide the generations of Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.
- 1.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.
- 1.3 Te Ōhākī Tapu was a series of agreements between Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown. The agreements reflected the Crown's pursuit of kāwanatanga and the Ngāti Maniapoto desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account of the Deed of Settlement. The agreements looked forward to a relationship of partnership for the benefit of both Parties. Today, the Treaty settlement process heralds a new era of collaboration in partnership with Maniapoto and the Crown working together to support the well-being and safety of our tamariki, whānau and hapū.

## 2 PURPOSE

- 2.1 This **Relationship Agreement** formalises the relationship between the Oranga Tamariki – Ministry for Children ("**Ministry**"), and Te Nehenehenui Trust ("**Te Nehenehenui**"), being the Maniapoto post-settlement governance entity, (together referred to as "**the Parties**"). It is intended to encourage the Parties to enhance their relationship by:
- (a) promoting ongoing dialogue so that the Parties are kept aware of each other's interest;

**6.9: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP AGREEMENT  
BETWEEN ORANGA TAMARIKI - MINISTRY FOR CHILDREN AND TE NEHENEHENUI TRUST  
ON BEHALF OF NGĀTI MANIAPOTO**

- (b) exploring opportunities for collaboration when they arise; and
- (c) setting milestones to work towards the development of a potential strategic partnership between the Ministry and Te Nehenehenui as set out in section 7AA Oranga Tamariki Act 1989.

**MANIAPOTO ASPIRATIONS**

- 2.2 Maniapoto are developing a 30 year vision and strategy based on "Maniapoto 2050" for achieving the social, economic and cultural aspirations for the individuals, whānau and hapū of Maniapoto (Maniapoto me ōna hapū maha, Te Whare o Te Nehenehenui). Maniapoto seek to develop a relationship with the Ministry that will improve specific metrics of health, well-being and success so that Maniapoto outcomes are demonstrably improved and at least equal to the outcomes of non-Māori.
- 2.3 Maniapoto considers that strong and resilient whānau results in strong and resilient hapū and marae, in turn creating strong and resilient iwi and communities. The Maniapoto aspiration is to achieve absolute well-being for Maniapoto whānau.
- 2.4 Maniapoto seeks to work in partnership with the Ministry, to explore opportunities and implement specific work programmes for:
  - (a) Maniapoto data and research protection and use;
  - (b) the Parties to appropriately monitor the well-being of and risks to Maniapoto tamariki and young people;
  - (c) the Parties to co-design programmes and services that will support and improve outcomes for tamariki and young people whose well-being is at significant risk of harm now, or in the future; and
  - (d) the Parties to co-design programmes and services that will support and improve outcomes for tamariki and young people who have entered or are at risk of entering the Youth Justice system.
- 2.5 In exploring opportunities and implementing specific work programmes Maniapoto wishes to see the parties use best efforts, within the Parties' resource constraints, to achieve the purposes of this agreement.

**3 ORANGA TAMARIKI ASPIRATIONS AND VALUES**

- 3.1 The vision of Oranga Tamariki is that New Zealand values the well-being of tamariki above all else.
- 3.2 The purpose of Oranga Tamariki is to ensure that all tamariki are in loving whānau and communities where oranga can be realised.
- 3.3 The values of Oranga Tamariki are:
  - (a) We put tamariki first: We will challenge when things aren't right for the child.
  - (b) We respect the mana of people: We listen, we don't assume, and we create solutions with others.

**6.9: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP AGREEMENT  
BETWEEN ORANGA TAMARIKI - MINISTRY FOR CHILDREN AND TE NEHENEHENUI TRUST  
ON BEHALF OF NGĀTI MANIAPOTO**

- (c) We believe aroha is vital: It keeps us focused on what is right.
- (d) We value whakapapa: Tamariki are part of a whānau and a community.
- (e) We are tika and pono: We do what we say we'll do.
- (f) We recognise that oranga is a journey: We understand the long-term impact of our actions today.

**4 SHARED ASPIRATION FOR A STRATEGIC PARTNERSHIP**

- 4.1 The Oranga Tamariki Act 1989 sets out the duties of Oranga Tamariki Chief Executive that are intended to provide a practical commitment to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, including strategic partnerships with iwi.<sup>8</sup> Section 7AA of the Oranga Tamariki Act 1989 provides a framework by which Te Nehenehenui and the Ministry can develop and enter into a strategic partnership.
- 4.2 The Parties agree to explore whether a strategic partnership between Te Nehenehenui and the Ministry is appropriate and seek to include these discussions as part of a work plan as set out in this agreement.
- 4.3 The Parties agree that the objectives of a strategic partnership could include the following:
  - (a) identifying priorities and targets to improve outcomes for Maniapoto tamariki and youth outcomes;
  - (b) co-designing projects and services to address priorities and meet targets;
  - (c) identifying opportunities for both Parties to invest in projects or services that are of significance to Maniapoto;
  - (d) developing robust accountability and monitoring processes to appropriately track agreed milestones and targets;
  - (e) developing a data platform to support evidence-based reporting and monitoring;
  - (f) enabling the robust, regular, and genuine exchange of information between the Parties; and
  - (g) providing opportunities to build capability of Maniapoto in areas significant to Maniapoto.
- 4.4 This agreement complements and enhances, and in no way derogates from, any future strategic partnership between the Ministry and iwi and Māori organisations.

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<sup>8</sup> Section 7AA (1) the Oranga Tamariki Act 1989

**6.9: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP AGREEMENT  
BETWEEN ORANGA TAMARIKI - MINISTRY FOR CHILDREN AND TE NEHENEHENUI TRUST  
ON BEHALF OF NGĀTI MANIAPOTO**

**5 RELATIONSHIP PRINCIPLES**

5.1 The Parties acknowledge that, for Maniapoto, the basis of this relationship will be:

Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.

The prestige, recognition and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.

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

- (a) the Parties are Te Tiriti/Treaty partners and are equals in the relationship;
- (b) to give effect to Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- (c) to adopt a positive, collaborative and co-operative approach to the partnership, including acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability;
- (d) ensuring early engagement on issues of mutual interest;
- (e) to acknowledge that the relationship is evolving, not prescribed;
- (f) to respect the independence of the Parties and their respective mandates, roles and responsibilities; and
- (g) to recognise and acknowledge that the Parties all benefit from working together by sharing their vision, knowledge, and expertise.

**6 COMMUNICATION**

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

- (a) regular 'kanohi ki te kanohi' engagement, at a minimum annually, will be the preferred method of engagement;
- (b) engaging at a rangatira to rangatira level, which means people will engage with those who have similar status (for instance, the Chair of Te Nehenehenui Trust to the responsible minister, chief executive of Te Nehenehenui Trust to chief executive of a Ministry, lead iwi advisor/iwi advisors to senior officials, kaimahi to kaimahi);
- (c) relationship meetings held to advance clause 1 and 2;
- (d) the Ministry providing a primary contact at the Ministry for Te Nehenehenui who will act as a liaison person with other Ministry staff;

**6.9: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP AGREEMENT  
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ON BEHALF OF NGĀTI MANIAPOTO**

- (e) Te Nehenehenui providing a primary contact at Te Nehenehenui for the Ministry and who will act as a liaison person with other Te Nehenehenui staff; and
  - (f) the Ministry informing relevant staff of the contents of this Relationship Agreement and their responsibilities and roles under it.
- 6.2 The Ministry will seek to engage with Te Nehenehenui in good faith where a legislative change, policy or programme within the Ministry's responsibilities, will directly impact on Maniapoto because it affects the Ministry's ability to fulfil any agreement to collaborate with Maniapoto, or any area in which Maniapoto has expressed a particular interest.
- 6.3 Where engaging under clause 6.2, the Ministry will:
- (a) ensure that Te Nehenehenui is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the engagement;
  - (b) provide Te Nehenehenui with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are the subject of the engagement;
  - (c) approach the engagement with an open mind and genuinely consider any views and/or concerns that Te Nehenehenui may have in relation to any of the matters that are the subject of the consultation; and
  - (d) report back to Te Nehenehenui on any decision that is made.
- 6.4 The Parties will engage through the following mechanisms:
- (a) a **work plan** as set out in clause 9;
  - (b) an **annual relationship meeting**, as set out in clause 7; and
  - (c) **meetings** as required at an operational level between Ministry officials, and representatives or trustees for Te Nehenehenui.

**7 ANNUAL RELATIONSHIP MEETING**

- 7.1 A senior representative of the Ministry and a trustee or senior representative of Te Nehenehenui and will attend an annual relationship meeting. The purpose of this meeting is to:
- (a) advance clause 1 and 2; and;
  - (b) address any concerns any of the Parties has about the relationship.
- 7.2 The Parties recognise that there will be occasions when it is appropriate for the Minister and the chair of Te Nehenehenui to meet. Officials from the responsible agency will use best endeavours to assist Maniapoto with any invitation to the Minister to attend a hui and facilitate requests from the Minister to meet Maniapoto in these circumstances.
- 7.3 Before each annual relationship meeting held in accordance with clause 7.1, representatives of the Parties will agree administrative arrangements for the meeting including the agenda.

**6.9: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP AGREEMENT  
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ON BEHALF OF NGĀTI MANIAPOTO**

- 7.4 Each party will meet the costs and expenses of its representatives attending.
- 7.5 The first relationship meeting will take place within three months of a written request by Te Nehenehenui.
- 7.6 Following the first relationship meeting, the Parties may mutually agree not to hold the annual relationship meeting.
- 7.7 The Parties commit to maintaining an ongoing dialogue through which the Parties:
- (a) are kept aware of each other's interests; and
  - (b) can explore further opportunities for collaboration as they arise.
- 7.8 This dialogue and collaboration may include meetings as mutually agreed from time to time between the Ministry staff and the representatives of Te Nehenehenui. This may occur at different levels as required.
- 7.9 The Parties will make their best endeavours to attend meetings requested by any one of them, subject to resourcing and work programme requirements.

**8 INFORMATION SHARING**

- 8.1 The Parties recognise the mutual benefit of robust, regular, and genuine exchange of information.
- 8.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Maniapoto area of interest and statistics and other data of relevance to Maniapoto. Any information that is shared is subject to clause 13.

**9 WORK PLAN**

- 9.1 The Parties acknowledge each other's strategies and priorities. In the case of the Governance Entity, this includes the Maniapoto 'Our Strategic Direction (2019 – 2024)', and any successor strategies.
- 9.2 The Parties agree they will work together to support the partnership, these strategies and priorities through a jointly developed work plan ("**plan**").
- 9.3 Any work agreed in relation to supporting these strategies and priorities, and exploring a strategic partnership (clause 4), will be captured in an annual work plan that will be reviewed annually by the parties.
- 9.4 The Parties will meet to develop the plan within 6 months of signing the Relationship Agreement.
- 9.5 The plan will be co-designed by the Parties.
- 9.6 The development phase of the plan is expected to include:
- (a) the exchange of information and identification of opportunities for co-operation in respect of Ministry initiatives;

**6.9: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP AGREEMENT  
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- (b) identifying priorities for action to improve Maniapoto outcomes that relate to the Ministry's role;
- (c) identifying indicators to be used for measuring success in achieving the objectives of the plan; and
- (d) an agreed approach for the establishment and implementation of the plan.

9.7 It is further envisaged that the plan is expected to provide for:

- (a) building Maniapoto capability in outcomes that relate to the Ministry's role;
- (b) developing a data platform to support evidence-based reporting;
- (c) joint projects to address priorities for action in improving Maniapoto outcomes that relate to the Ministry's role; and
- (d) a commitment to explore any opportunities for co-investment between the Parties on agreed projects.

9.8 The plan may be modified from time to time as agreed between the Parties.

**10 CONTACTS**

10.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is the Director, Māori Treaty Partnerships, supported by the Deputy Chief Executive, Voices for Children.

10.2 The contact person for Te Nehenehenui in all matters relating to this Relationship Agreement is the Chief Executive of Te Nehenehenui.

10.3 The contact persons named in clauses 10.1 and 10.2 may change over time as the Ministry, Te Nehenehenui and their relationships evolve.

**11 LIMITATIONS**

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

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

11.3 The commitments of Te Nehenehenui under this Relationship Agreement are limited to the extent that they are within its capability, resources and priorities.

11.4 In accordance with the principles listed at 5, the limitations expressed above at 11.1, 11.2, and 11.3 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

**6.9: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP AGREEMENT  
BETWEEN ORANGA TAMARIKI - MINISTRY FOR CHILDREN AND TE NEHENEHENUI TRUST  
ON BEHALF OF NGĀTI MANIAPOTO**

**12 SPECIAL CONDITIONS**

12.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

**13 OFFICIAL INFORMATION**

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

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

13.3 The Ministry will notify and seek feedback from Te Nehenehenui before releasing any information relating to this Relationship Agreement. To avoid doubt, the feedback or views of Te Nehenehenui must be provided to the Ministry in a timely fashion, so that the Ministry can appropriately take into account the feedback views of Te Nehenehenui within the statutory timeframes for responding to the relevant request for information.

**14 PROBLEM RESOLUTION**

14.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clauses 10.1 and 10.2 it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the Parties for final resolution.

**15 REVIEW**

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

**16 AMENDMENT**

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

**SIGNED** by the Chief Executive for and on )  
behalf of **ORANGA TAMARIKI - MINISTRY** )  
**FOR CHILDREN** in the presence of: )

\_\_\_\_\_  
Name

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

Witness name

Occupation

Address

DOCUMENTS

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6.9: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME ORANGA TAMARIKI - RELATIONSHIP AGREEMENT  
BETWEEN ORANGA TAMARIKI - MINISTRY FOR CHILDREN AND TE NEHENEHENUI TRUST  
ON BEHALF OF NGĀTI MANIAPOTO

**SIGNED** for and on behalf of the trustees of )  
**TE NEHENEHENUI** by the chair, in the )  
presence of: )

\_\_\_\_\_  
Name

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

Witness name

Occupation

Address

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**6.10 TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TOI HAU TĀNGATA - RELATIONSHIP  
AGREEMENT BETWEEN THE SOCIAL WELL-BEING AGENCY AND NGĀTI  
MANIAPOTO**

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6.10: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TOI HAU TĀNGATA - RELATIONSHIP AGREEMENT  
BETWEEN THE SOCIAL WELLBEING AGENCY AND NGĀTI MANIAPOTO

TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME  
TOI HAU TĀNGATA

RELATIONSHIP AGREEMENT BETWEEN

THE SOCIAL WELL-BEING AGENCY AND NGĀTI MANIAPOTO

*Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.*

*The prestige, recognition, and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.*

**1 PURPOSE**

- 1.1 This Agreement ("**Relationship Agreement**") formalises the relationship between the Social Well-being Agency ("**SWA**") and **Te Nehenehenui** on behalf of Maniapoto (referred to collectively as the "**Parties**"). It establishes a framework for engagement to enable the Parties to develop and maintain a positive and enduring working relationship by ensuring that:
- (a) an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests; and
  - (b) opportunities for collaboration are explored when they arise, including collaboration to improve the social well-being of Ngāti Maniapoto whānau, hapū, and wider community.

**2 BACKGROUND**

- 2.1 For Maniapoto, the aspirations outlined in this Relationship Agreement are founded on the principles of "mana tuku iho," the inherent wisdom of Maniapoto tūpuna, who determined that the "mana whatu āhuru" would guide the generations of Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.
- 2.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.
- 2.3 Te Ōhākī Tapu was a series of agreements between Ngāti Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown. The agreements reflected the Crown's pursuit of kāwanatanga and the Ngāti Maniapoto desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account of the Deed of Settlement. The agreements looked forward to a relationship of partnership for the benefit

**6.10: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TOI HAU TĀNGATA - RELATIONSHIP AGREEMENT  
BETWEEN THE SOCIAL WELLBEING AGENCY AND NGĀTI MANIAPOTO**

of both parties. Today, the Treaty settlement process heralds a new era of collaboration with Ngāti Maniapoto and Crown working in partnership to improve the social well-being of whānau, hapu and iwi of Maniapoto to live the lives they aspire to, including both material conditions and quality of life.

**3 MANIAPOTO STATEMENT OF ASPIRATION AND VALUES FOR RELATIONSHIP WITH THE SOCIAL WELL-BEING AGENCY**

- 3.1 Maniapoto are developing a 30-year vision and strategy based on "Maniapoto 2050" for achieving the social, economic and cultural aspirations for the individuals, whānau and hapū of Maniapoto - *Maniapoto me ōna hapū maha, Te Whare o Te Nehenehenui.*
- 3.2 Te Nehenehenui seek to develop a relationship with the SWA that will improve specific metrics of health, well-being and success so that Maniapoto outcomes are demonstrably improved and at least equal to the outcomes of non-Māori.
- 3.3 Te Nehenehenui seeks to work in partnership with the SWA to explore opportunities and implement specific work programmes for:
- (a) enabling the access and use of data held in the Integrated Data Infrastructure pertaining directly to Maniapoto;
  - (b) analysing data available to SWA to identify the risks and inequities experienced by Maniapoto whānau and hapū; and
  - (c) co-designing programmes and services that will support and improve social outcomes for Maniapoto whānau and hapū, particularly for individuals whose well-being is at significant risk of harm now, or in the future.
- 3.4 In exploring opportunities and implementing specific work programmes Maniapoto wishes to see the parties use best efforts, within the Parties' resource constraints, to achieve the purposes of this Relationship Agreement.
- 3.5 The Parties acknowledge that, for Maniapoto, the basis of this relationship will be
- (a) Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.
  - (b) (The prestige, recognition and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.)

**4 RELATIONSHIP PRINCIPLES**

- 4.1 The Parties agree to progress and sustain a positive, co-operative and enduring relationship, and agree to abide by the following relationship principles:
- (a) the Parties are Te Tiriti/Treaty partners and are equals in the relationship;

**6.10: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TOI HAU TĀNGATA - RELATIONSHIP AGREEMENT  
BETWEEN THE SOCIAL WELLBEING AGENCY AND NGĀTI MANIAPOTO**

- (b) adopting a positive, collaborative and co-operative approach to the partnership, including acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability;
- (c) ensuring early engagement on issues of known mutual interest;
- (d) building opportunities to advance the aspirations of Maniapoto;
- (e) working in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
- (f) acknowledging that the relationship is evolving, not prescribed;
- (g) respecting the independence of the Parties and their respective mandates, roles and responsibilities;
- (h) giving effect to Te Tiriti o Waitangi/the Treaty of Waitangi and its principles; and
- (i) recognising and acknowledging that the Parties all benefit from working together by sharing their vision, knowledge, and expertise.

**5 THE ROLE OF THE SOCIAL WELL-BEING AGENCY**

- 5.1 The SWA's purpose is to work across the social sector and use broad and inclusive measures that tell us whether people are leading full, meaningful lives.
- 5.2 The SWA supports the sector's capability to utilise insights by creating tools and practices that stimulate innovation and work with decision makers to take insights and apply them.
- 5.3 The SWA partners across the sector, combining science, data and lived experience to draw insights that are enriched by whānau voices.

**6 ACTIVITY SCHEDULES**

- 6.1 As part of the on-going dialogue and engagement set out under this Relationship Agreement, the Parties will agree on joint project or initiatives and will develop an **Activity Schedule** for these projects.
- 6.2 Each Activity Schedule will record matters that the Parties agree are necessary to achieve a particular project or initiative, including and not limited to:
  - (a) desired outcomes;
  - (b) resourcing and capability;
  - (c) monitoring and accountability of each Party; and
  - (d) timeframes and milestones.
- 6.3 The Parties agree that the Activity Schedules will be flexible but informative to reflect the expectations of each party. The content of the Activity Schedules will be developed and agreed as part of on-going dialogue and engagement set out under this Relationship Agreement.

**6.10: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TOI HAU TĀNGATA - RELATIONSHIP AGREEMENT  
BETWEEN THE SOCIAL WELLBEING AGENCY AND NGĀTI MANIAPOTO**

**7 COMMUNICATION**

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

- (a) regular 'kanohi ki te kanohi' engagement as the preferred method of engagement;
- (b) relationship meetings held to advance clause 1;
- (c) SWA providing a primary contact at the SWA for Te Nehenehenui who will act as a liaison person with other staff at the SWA;
- (d) Te Nehenehenui providing a primary contact for the SWA who will act as a liaison person with other Te Nehenehenui staff; and
- (e) the SWA informing relevant staff of the contents of this Relationship Agreement and their responsibilities and roles under it.

7.2 The SWA will engage with Te Nehenehenui in good faith where a policy or programme, within the SWA's responsibilities, will directly impact on Maniapoto because it affects the SWA's ability to fulfil any agreement to collaborate with Maniapoto, or any area in which Maniapoto has expressed a particular interest.

7.3 Where engaging under clause 7.2, the SWA will:

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

**8 LEVEL OF ENGAGEMENT AND ANNUAL RELATIONSHIP FORUM**

8.1 The Parties agree that engagement between the parties will occur at a rangatira ki te rangatira level, which means people will engage with those who have similar status (that is, the Chair of Te Nehenehenui to the responsible Minister, Chief Executive of Te Nehenehenui to Chief Executive(s) of the SWA, lead iwi advisor/iwi advisors to senior officials, kaimahi to kaimahi).

8.2 The Parties recognise that there will be occasions when it is appropriate for SWA's relevant Ministers and the Chair of Te Nehenehenui to meet. Officials from the responsible agency will use best endeavours to facilitate the Minister attending a hui requested by Maniapoto and will also facilitate requests from the Minister to meet Maniapoto in these circumstances.

**6.10: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TOI HAU TĀNGATA - RELATIONSHIP AGREEMENT  
BETWEEN THE SOCIAL WELLBEING AGENCY AND NGĀTI MANIAPOTO**

- 8.3 Representatives of Te Nehenehenui and SWA will attend an annual relationship forum. The purpose of this forum is to:
- (a) mandate such matters as required by this agreement or any subsequent activity; and
  - (b) address any concerns any of the parties has about the relationship.
- 8.4 Before each annual relationship forum held in accordance with clause 8.3, representatives of the Parties will agree administrative arrangements for the meeting including the agenda.
- 8.5 Each party will meet the costs and expenses of its representatives attending the annual relationship forum.
- 8.6 The parties may mutually agree not to hold the annual relationship forum.
- 8.7 The first annual relationship forum will take place within three months of a written request by Te Nehenehenui.

**9 MEETINGS AS REQUIRED**

- 9.1 The Parties commit to maintaining an ongoing dialogue through which the Parties:
- (a) develop and monitor the implementation of the Activity Schedules for each project or initiative;
  - (b) are kept aware of each other's interests; and
  - (c) can explore further opportunities for collaboration as they arise.
- 9.2 This dialogue and collaboration may include meetings as mutually agreed from time to time between the SWA and representatives of Te Nehenehenui. This may occur at different levels as required to advance each project or initiative.

**10 PROTECTING AND SHARING INFORMATION AND DATA**

- 10.1 The Parties recognise the mutual benefit of information exchange.
- 10.2 The decision-making process involved in securing access to and using information and data that is relevant to Maniapoto will be agreed to by the Parties and included in each Activity Schedule.

**11 CONTACTS**

- 11.1 The contact person for the SWA for all matters relating to this Relationship Agreement is the Partnerships Lead, Sector Engagement.
- 11.2 The contact person for all matters relating to this Relationship Agreement is the Chief Executive of Te Nehenehenui.
- 11.3 The contact persons named in clauses 11.1 and 11.2 may change over time as the SWA, Te Nehenehenui and their relationships evolve.

**6.10: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TOI HAU TĀNGATA - RELATIONSHIP AGREEMENT  
BETWEEN THE SOCIAL WELLBEING AGENCY AND NGĀTI MANIAPOTO**

**12 LIMITATIONS**

- 12.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Te Nehenehenui.
- 12.2 In accordance with the principles described at clause 4, nothing in the Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

**13 SPECIAL CONDITIONS**

- 13.1 The provisions in this Relationship Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

**14 OFFICIAL INFORMATION**

- 14.1 The SWA is subject to the requirements of the Official Information Act 1982 (OIA).
- 14.2 The SWA and the Minister may be required in accordance with the OIA, to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 14.3 The SWA will notify Te Nehenehenui and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Te Nehenehenui wishes to make must be provided to the SWA within 5 working days, so the SWA is able to meet the statutory timeframes for responding to the relevant request for information.

**15 DISPUTE RESOLUTION**

- 15.1 If a dispute arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clauses 11.1 and 11.2, it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be referred to mediation for final resolution.

**16 REVIEW**

- 16.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 16.2 The Parties may agree in writing to vary, suspend or terminate the provisions of this Relationship Agreement.

DOCUMENTS

6.10: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TOI HAU TĀNGATA - RELATIONSHIP AGREEMENT  
BETWEEN THE SOCIAL WELLBEING AGENCY AND NGĀTI MANIAPOTO

**SIGNED** by the Chief Executive of the  
**SOCIAL WELL-BEING AGENCY**  
in the presence of:

)  
)  
)

\_\_\_\_\_  
Name

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

Witness name

Occupation

Address

**SIGNED** by the Chief Executive of  
**TE NEHENEHENUI** in the presence of:

)  
)

\_\_\_\_\_  
Name

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

Witness name

Occupation

Address

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**6.11 TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TATAURANGA AOTEAROA -  
RELATIONSHIP AGREEMENT BETWEEN STATISTICS NEW ZEALAND AND NGĀTI  
MANIAPOTO**

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6.11: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TATAURANGA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN STATISTICS NEW ZEALAND AND NGĀTI MANIAPOTO

TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME  
TATAURANGA AOTEAROA

RELATIONSHIP AGREEMENT BETWEEN

STATISTICS NEW ZEALAND AND NGĀTI MANIAPOTO

Te mana o Maniapoto me ōna hapū maha - ko te oranga o te iwi, kei roto i te iwi, ko tōku oranga kei roto i ahau. Homai he huruhuru mōku ake, māku anō tōku nei korowai e whatu, e whakanikoniko. Homai he rākau mōku ake, māku anō tōku nei whare me te Whare o te Nehenehenui e hanga.

The prestige, recognition, and authority of Maniapoto and its many hapū - the tribe's well-being is in the tribe's hands, my well-being is in my hands. Give me feathers to use and I will weave and adorn my own korowai. Give me wood to use, and I will build my house and the House of Te Nehenehenui - with access to and use of the necessary resources the tribe's and my well-being is assured.

**1 PURPOSE**

1.1 This **Agreement** formalises the relationship between Statistics New Zealand ("**Stats NZ**") and **Te Nehenehenui** on behalf of Ngāti Maniapoto (together referred to as "**the Parties**"). It establishes a framework for engagement to enable the Parties to develop and maintain a positive and enduring working relationship by ensuring that:

- (a) an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests;
- (b) opportunities for collaboration are explored when they arise, including collaboration to improve the social well-being of Ngāti Maniapoto whānau, hapū, and wider community; and
- (c) steps are taken to achieve the aspirations for Ngāti Maniapoto which includes to realise the potential of data to make a sustainable positive difference to hapū and whānau of Ngāti Maniapoto.

**2 BACKGROUND**

2.1 For Ngāti Maniapoto, the aspirations outlined in this Agreement are founded on the principles of "mana tuku iho," the inherent wisdom of Ngāti Maniapoto tūpuna, who determined that the "mana whatu āhuru" would guide the generations of Ngāti Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Ngāti Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake.

2.2 Kia mau ki tēnā, kia mau ki te kawau mārō, whanake ake, whanake ake: Hold fast to that, the straight-flying cormorant. This was the ōhākī or dying instructions of the ancestor Maniapoto to his people which has come to be adopted as a pepeha or tribal maxim of Ngāti Maniapoto. This strength of purpose has characterised the historical interaction of Ngāti Maniapoto with the Crown.

2.3 Te Ōhākī Tapu was a series of agreements between Ngāti Maniapoto and the Crown in the 1880s which laid the foundation for the ongoing relationship of the iwi with the Crown. The agreements reflected the Crown's pursuit of kāwanatanga and the Ngāti Maniapoto

**6.11: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TATAURANGA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN STATISTICS NEW ZEALAND AND NGĀTI MANIAPOTO**

desire to preserve its rangatiratanga and mana whakahaere. A fuller description and understanding of Te Ōhākī Tapu is set out in the Historical Account of the Deed of Settlement.<sup>9</sup> The agreements looked forward to a relationship of partnership for the benefit of both Parties. Today, the Treaty settlement process heralds a new era of collaboration with Ngāti Maniapoto and Crown working in partnership to collect, protect and maintain data that is relevant to whānau, hapū and iwi of Ngāti Maniapoto to empower decisions that will improve present and future conditions and the quality of life for the iwi of Ngāti Maniapoto.

**3 NGĀTI MANIAPOTO STATEMENT OF VALUES**

- 3.1 Ngāti Maniapoto are developing a 30-year vision and strategy based on "Maniapoto 2050" for achieving the social, economic and cultural aspirations for the individuals, whānau and hapū of Maniapoto - *Maniapoto me ōna hapū maha, Te Whare o Te Nehenehenui*.
- 3.2 Te Nehenehenui seek to develop a relationship with Stats NZ that will improve specific metrics of health, well-being and success so that Ngāti Maniapoto outcomes are demonstrably improved and at least equal to the outcomes of non-Māori.
- 3.3 Te Nehenehenui seeks to work in partnership with Stats NZ to explore opportunities and implement specific work programmes for:
- (a) the collection, storage, analysis, access and use of Ngāti Maniapoto data;
  - (b) co-designing programmes and services that will support and improve access and use of data that is relevant to Ngāti Maniapoto iwi, hapū and whānau; and
  - (c) supporting the operation of the Mana Ōrite relationship agreement between Statistics New Zealand and the Data Iwi Leaders Group of the National Iwi Chairs Forum.
- 3.4 In exploring opportunities and implementing specific work programmes, Ngāti Maniapoto wishes to see the Parties use best efforts, within the Parties' resource constraints, to achieve the purposes of this agreement.

**4 THE ROLE OF STATISTICS NZ**

- 4.1 Stats NZ's vision is to unleash the power of data to change lives, and the organisation's purpose is to empower decisions by adding value to New Zealand's most important data. Stats NZ brings expertise in data leadership and governance, design, methodology, collection, build, analysis and insights, storage and dissemination of data and statistics.
- 4.2 Stats NZ has important statutory roles, functions and duties including its mandate as the leader and steward of New Zealand's official statistics system.
- 4.3 Stats NZ is committed to working across the public sector data system to improve access to data and increase opportunities for iwi, hapū, whānau and representative Māori

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<sup>9</sup> Paragraphs 73-129.

**6.11: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TATAURANGA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN STATISTICS NEW ZEALAND AND NGĀTI MANIAPOTO**

organisations like Te Nehenehenui and Data Iwi Leaders Group<sup>10</sup> to engage and have input into decisions on future system and data design.

4.4 Stats NZ strategic objectives are:

- (a) growing customer confidence through relevance and reliability;
- (b) expanding customer use of existing data through improved accessibility;
- (c) enabling sound decision-making through providing relevant, reliable, and accessible data that reflects Māori communities; and
- (d) leading an effective government data system through partnerships and strong relationships.

4.5 Stats NZ is also open to other areas that Te Nehenehenui would like to pursue and will take them under consideration subject to resourcing.

**5 RELATIONSHIP PRINCIPLES**

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

- (a) being Te Tiriti/Treaty partners and equals in the relationship;
- (b) giving effect to Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- (c) working in a manner that is mana-enhancing by acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability;
- (d) adopting a positive, collaborative and co-operative approach when there is engagement on issues of known mutual interest;
- (e) acknowledging that the relationship is evolving, not prescribed;
- (f) respecting the independence of the Parties and their respective mandates, roles and responsibilities; and
- (g) recognising and acknowledging that the Parties all benefit from working together by sharing their vision, knowledge, and expertise.

**6 JOINT WORK PROGRAMME**

6.1 The Parties agree to work together to develop a joint work programme that will enable Te Nehenehenui to explore data and data-capability needs that are of value to them in the short, medium and long-term future.

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<sup>10</sup> The Mana Ōrite Relationship agreement between Stats NZ and the Data Iwi Leaders Group of the National Iwi Chairs Forum.

**6.11: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TATAURANGA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN STATISTICS NEW ZEALAND AND NGĀTI MANIAPOTO**

- 6.2 It is envisioned that the joint work programme will provide for:
- (a) a process to identify data that is relevant to Ngāti Maniapoto;
  - (b) data capacity and capability development of Te Nehenehenui including the management of data platforms and storage;
  - (c) access and advice on management and control of data and information that is relevant to Ngāti Maniapoto;
  - (d) the role of Te Nehenehenui in Stats NZ programmes including, but not limited to the 2022 Census and the assessment of population information; and
  - (e) respective resourcing commitments that Stats NZ and Te Nehenehenui will undertake to support this work programme.
- 6.3 Stats NZ and Te Nehenehenui will begin the kōrero to develop this joint work programme at the first relationship meeting, to be held in accordance with clause 7.5.

**7 ANNUAL RELATIONSHIP MEETING**

- 7.1 The Parties will meet annually for the purposes of, amongst other things:
- (a) to review and agree to the contents of the joint work programme; and
  - (b) to address any concerns that the Parties may have about the relationship.
- 7.2 The Parties may mutually agree not to meet annually.
- 7.3 The Parties agree that engagement between the Parties will occur at a rangatira to rangatira level, which means people will engage with those who have similar status (that is, the Chair of Te Nehenehenui to the responsible Minister, Chief Executive of Te Nehenehenui to Chief Executive(s) of the Ministry, lead iwi advisor/iwi advisors to senior officials, kaimahi to kaimahi).
- 7.4 The Parties recognise there will be occasions when it is appropriate for Stats NZ's relevant Ministers and the Chair of Te Nehenehenui to meet. Officials from the responsible agency will use best endeavours to facilitate the Minister attending a hui requested by Ngāti Maniapoto and will also facilitate requests from the Minister to meet Ngāti Maniapoto in these circumstances.
- 7.5 The first relationship meeting will take place within three months of a written request by Te Nehenehenui.

**8 ENGAGEMENT**

- 8.1 Stats NZ will seek to engage with Te Nehenehenui in good faith where a policy or programme, within Stats NZ's responsibilities, will directly impact on Ngāti Maniapoto because it affects Stats NZ's ability to fulfil any agreement to collaborate with Te Nehenehenui, or any area in which Te Nehenehenui has expressed a particular interest.

**6.11: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TATAURANGA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN STATISTICS NEW ZEALAND AND NGĀTI MANIAPOTO**

8.2 Where engaging under clause 8.1, Stats NZ will:

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

**9 COMMUNICATION**

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

- (a) regular 'kanohi ki te kanohi' engagement as the preferred method of engagement;
- (b) relationship meetings or conference calls being held to advance clause 6;
- (c) Stats NZ providing a primary contact at Stats NZ for Te Nehenehenui who will act as a liaison person with other Stats NZ staff;
- (d) Te Nehenehenui providing a primary contact at Te Nehenehenui for Stats NZ who will act as a liaison person with other Te Nehenehenui staff; and
- (e) Stats NZ informing relevant staff of the contents of this Agreement and their responsibilities and roles under it.

**10 INFORMATION SHARING**

10.1 The Parties recognise the mutual benefit of information exchange.

10.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to, entities being funded within the Ngāti Maniapoto area of interest and statistics and other data of relevance to Ngāti Maniapoto. Any information that is shared is subject to clause 14.

**11 CONTACTS**

11.1 The contact person for Stats NZ for all matters relating to this Agreement is Hinemoa Awatere.

11.2 The contact person for Te Nehenehenui for all matters relating to this Agreement is the Chief Executive of Te Nehenehenui.

11.3 The contact persons named in clauses 11.1 and 11.2 may change over time as Stats NZ and Te Nehenehenui and their relationships evolve.

6.11: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TATAURANGA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN STATISTICS NEW ZEALAND AND NGĀTI MANIAPOTO

**12 LIMITATIONS**

- 12.1 Nothing in this Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Te Nehenehenui.
- 12.2 In accordance with the relationship principles listed at 5.1, nothing the Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Agreement.
- 12.3 Additional Parties may be added to this Agreement. Where additional Parties are agreed, the additional Party will sign a letter confirming their agreement to be added to the Agreement and a schedule of additional Parties will be added to this Agreement.

**13 SPECIAL CONDITIONS**

- 13.1 The provisions in this Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable law, including the Privacy Act 1993 or its successors.

**14 OFFICIAL INFORMATION**

- 14.1 Stats NZ is subject to the requirements of the Official Information Act 1982 (**OIA**).
- 14.2 Stats NZ and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Agreement (e.g. relationship meeting minutes).
- 14.3 Stats NZ will notify Te Nehenehenui and seek its views before releasing any information relating to this Agreement. To avoid doubt, any comments Te Nehenehenui wishes to make must be provided to Stats NZ in a timely fashion, so that Stats NZ is able to meet the statutory timeframes for responding to the relevant request for information.

**15 DISPUTE RESOLUTION**

- 15.1 If a dispute arises in relation to this Agreement that cannot be resolved by the contact persons at clauses 11.1 and 11.2 it shall be escalated to their respective managers to resolve. If the managers are unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the Parties for final resolution.

**16 REVIEW AND AMENDMENT**

- 16.1 The Parties may agree in writing to review, vary or terminate the provisions of this Agreement.

DOCUMENTS

6.11: TE ŌHĀKĪ TAPU O NGĀTI MANIAPOTO ME TATAURANGA AOTEAROA - RELATIONSHIP AGREEMENT BETWEEN STATISTICS NEW ZEALAND AND NGĀTI MANIAPOTO

**SIGNED** by the )  
**Chief Executive of Stats NZ** )  
in the presence of: )  
)

\_\_\_\_\_ )  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by the **Chief Executive of** )  
**Te Nehenehenui** )  
in the presence of: )  
)

\_\_\_\_\_ )  
Name

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

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**7. LETTERS OF INTRODUCTION**

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**7.1 LETTER OF INTRODUCTION TO THE ENVIRONMENTAL PROTECTION AUTHORITY**

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7.1: LETTER OF INTRODUCTION TO THE ENVIRONMENTAL PROTECTION AUTHORITY

Dr Allan Freeth  
Chief Executive  
Environmental Protection Authority  
WELLINGTON 6140

[email address]

Tēnā rā koe Dr Freeth

**Ngāti Maniapoto: Letter of Introduction**

On [date] the Crown signed a Deed of Settlement with Ngāti Maniapoto and the Trustees of the [PSGE] to settle their historical Treaty of Waitangi claims. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The [NAME] Bill is scheduled to be introduced in the House on [date].

Please find enclosed a summary of the Deed of Settlement for your information including a map outlining the Ngāti Maniapoto area of interest.

In the Deed of Settlement with Ngāti Maniapoto, the Crown agreed it would write a letter of introduction to the Environmental Protection Authority ("**EPA**") to raise the profile of Ngāti Maniapoto in relation to this portfolio. Accordingly, I am writing to introduce you to the [PSGE], to outline the nature of Ngāti Maniapoto interests in the work that the EPA undertakes, and to suggest that the EPA contacts Ngāti Maniapoto to foster a co-operative relationship and to confirm areas of mutual interest.

Strengthening the relationship between Ngāti Maniapoto and the Crown is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Ngāti Maniapoto. This is one of the guiding principles around which the settlement has been designed.

I acknowledge that, as a Crown Agent, and New Zealand's independent environmental regulator, the EPA is required to make scientific, environmental, and cultural judgments that are consistent, fair, and transparent. In doing so, the EPA must maintain its independence as a decision maker, whilst maintaining productive relationships with those who have an interest in your work.

***Ngāti Maniapoto***

Ngāti Maniapoto advise that they have spiritual, cultural, customary and historical interests across their rohe, which extends from Kāwhia Harbour to the Waipingao Stream on the west coast to the Hauhungaroa range. From there, it extends 20 miles (17.4NM) out to sea to an historical fishing ground, thence taking a northerly course 20 miles at sea to a point opposite Karewa Island, as shown in the attached map<sup>1</sup> (**Attachment 1**).

Maniapoto maintains it has an existing, un-extinguished, and uninterrupted interest in the Exclusive Economic Zone adjacent to some 125 km of coastline. Maniapoto state their chiefs made a point of referencing their western boundary out to sea in 1883, reflecting their understanding that they held mana moana over the area and its lucrative fisheries. Nevertheless, Maniapoto assert their off-shore fishery interests should not be limited to the stated twenty miles out to sea.

<sup>1</sup> <https://paperspast.natlib.govt.nz/newspapers/HBH18830627.2.18> and <http://nzetc.victoria.ac.nz/tm/scholarly/tei-Nat1883Repo-t1-g1-t23-g1-t1.html>

**7.1: LETTER OF INTRODUCTION TO THE ENVIRONMENTAL PROTECTION AUTHORITY**

In 1992, the Waitangi Tribunal (the Tribunal), accepted that nothing in the Treaty limited Māori to their existing fishing grounds or prevented them from developing inshore or offshore fisheries.<sup>2</sup> The Tribunal noted that when New Zealand territorial waters expanded, Māori had a development right to a reasonable share in the new resource.<sup>3</sup> The Tribunal said if new technology opened up new fishing grounds, then Māori were entitled to an equitable share, and the Crown had a duty to act reasonably and in good faith to secure this.<sup>4</sup>

Ngāti Maniapoto is recognised as an iwi and the Maniapoto Māori Trust Board (and its successor, the [PSGE]) is a recognised iwi organisation under the Maori Fisheries Act 2004.<sup>5</sup> As well as the above reported historical interests, Ngāti Maniapoto has fisheries quota claims interests for the purposes of the Maori Fisheries Act 2004 from Raukūmara Beach (635 1835.3 mN & 266 7838.6 mE) in the North to Waipingao/Waipingau Stream in the South (6257374 N\* & 2643366 E\*). Refer to the attached map (**Attachment 2**).

***Relationship with the Environmental Protection Authority***

Ngāti Maniapoto have expressed their wish to work with the EPA to maintain an effective and ongoing working relationship. Specifically, Ngāti Maniapoto would like the EPA to:

- understand who Ngāti Maniapoto are;
- explore how Ngāti Maniapoto perspectives and mātauranga can be appropriately incorporated into EPA functions and decisions;
- recognise that Ngāti Maniapoto has existing interests, as defined in the Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012, in the Exclusive Economic Zone adjacent to the area of coastline shown in Attachment 2; and
- engage Ngāti Maniapoto in accordance with the statutory processes under the environmental Acts the EPA administers. This includes the opportunity to provide nominations for the EPA's Statutory Māori Advisory Committee, Ngā Kaihautū Tikanga Taiao, and Hazardous Substances and New Organisms (HSNO) Committee, and the opportunity for membership in Te Herenga.<sup>6</sup>

As a first step, I ask the EPA to contact the [PSGE] to explore the most effective ways in which to engage in the future and, by doing so, develop a healthy and durable relationship between the two parties in light of Ngāti Maniapoto social, cultural and economic aspirations.

The contact details are:

Chief Executive, Te Nehenehenui Trust

[office@maniapoto.co.nz](mailto:office@maniapoto.co.nz)

<sup>2</sup> See Wai 27, 1992, 10.3.2(a) -(b), the Ngāi Tahu Sea Fisheries Report,

<sup>3</sup> Wai 27, 10.4.5

<sup>4</sup> Wai 27, 10.3.1. *Waitangi Tribunal commentary here sourced from Greig, E. The Māori Right to Development and New Forms of Property, A dissertation submitted in partial fulfilment of the degree of Bachelor of Laws (Honours) at the University of Otago, October 2010, p. 23-24*

<sup>5</sup> <http://www.legislation.govt.nz/act/public/2004/0078/latest/DLM311464.html>

<sup>6</sup> The EPA's National Māori Network, Te Herenga, is a forum for kaitiaki and environmental resource managers to come together and discuss important environmental issues.

**7.1: LETTER OF INTRODUCTION TO THE ENVIRONMENTAL PROTECTION AUTHORITY**

The Office for Māori Crown Relations – Te Arawhiti is available to support the EPA in its ongoing relationship with Ngāti Maniapoto.

If you have any questions please feel free to contact James Mitchell, Negotiation and Settlement Manager at Te Arawhiti on phone 04 914 3062 or by email at [james.mitchell@tearawhiti.govt.nz](mailto:james.mitchell@tearawhiti.govt.nz).

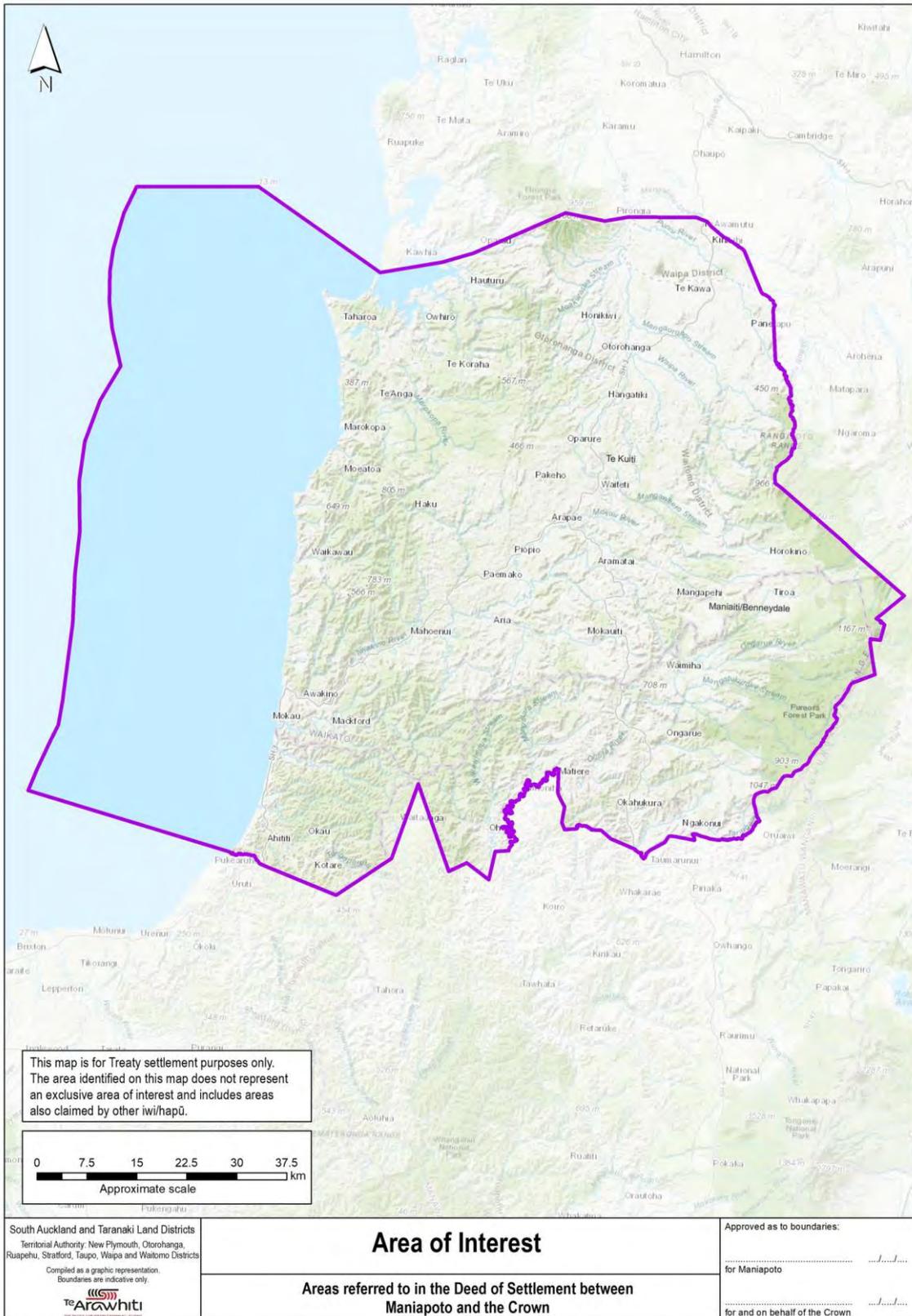
Naku noa, na

Lil Anderson  
Chief Executive – Tumu Whakarae  
The Office for Maori Crown Relations -Te Arawhiti

CC: [PSGE contact person]

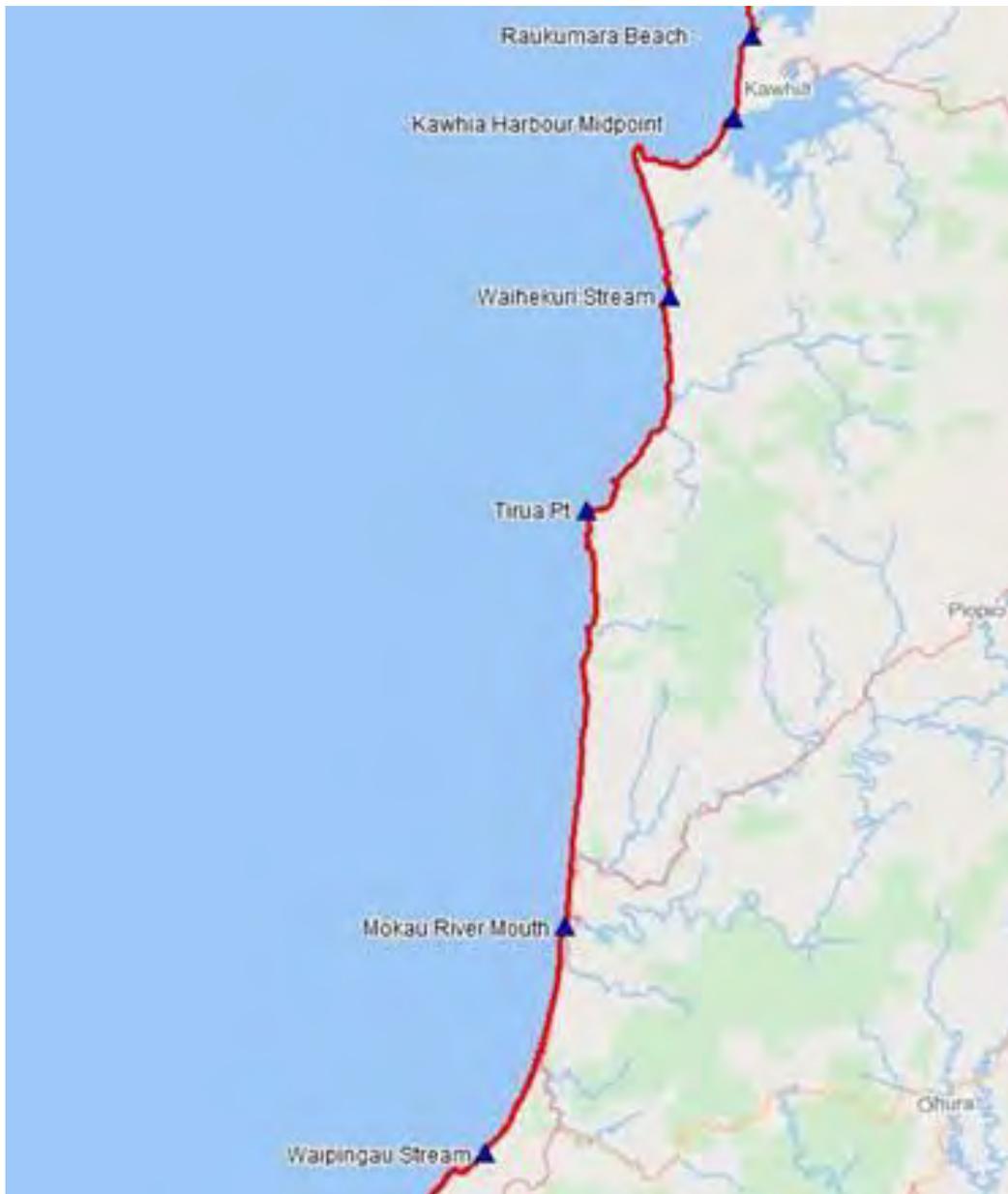
7.1: LETTER OF INTRODUCTION TO THE ENVIRONMENTAL PROTECTION AUTHORITY

ATTACHMENT 1: Maniapoto Area of Interest



7.1: LETTER OF INTRODUCTION TO THE ENVIRONMENTAL PROTECTION AUTHORITY

**ATTACHMENT 2: Coastline over which Maniapoto claim an interest for Maori Fisheries Act 2004 purposes**



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**7.2 LETTER OF INTRODUCTION TO THE DIRECTOR OF CANTERBURY MUSEUM**

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7.2: LETTER OF INTRODUCTION TO THE DIRECTOR OF CANTERBURY MUSEUM

[Date]

Anthony Wright  
Director  
Canterbury Museum  
Rolleston Avenue  
CHRISTCHURCH 8013

Tēnā koe

**Deed of Settlement between the Crown and Ngāti Maniapoto: Letter of Introduction**

*Ngāti Maniapoto Treaty of Waitangi settlement*

On [date] 2021, the Crown signed a deed of settlement with Ngāti Maniapoto to settle their historical Treaty of Waitangi claims. Legislation is required to give effect to aspects of the deed of settlement. The Maniapoto Claims Settlement Bill was introduced to the House of Representatives on [date] and is due to have its third and final reading before enactment on [date].

The settlement comprises historical, financial, commercial and cultural redress. Please find attached a summary of the settlement for your information.

As part of the settlement negotiations, Ngāti Maniapoto shared some information about a taiaha known as Tairuturutu, a Ngāti Maniapoto taonga. Ngāti Maniapoto understand Tairuturutu may be held in the collection of the Canterbury Museum (The Museum). The Crown agreed, as part of the deed of settlement, to write this letter of introduction to formally introduce you to Te Nehenehenui, the post-settlement governance entity for Ngāti Maniapoto.

*Ngāti Maniapoto*

Ngāti Maniapoto are a North Island iwi of more than 35,000 people. Ngāti Maniapoto descend from the original voyagers of the Tainui Waka. Their traditional lands are known as Te Nehenehenui ("The Great Forest"). Their rohe extends from Kāwhia Harbour to the Waipingao Stream on the west coast, bordered on the inland by the Hauhungaroa Range, as shown in the attached map.

*The Taiaha in Canterbury Museum may be Tairuturutu*

A taiaha held in the Museum's CC Davis collection, accession number E149.672 is recorded as having been presented to Mr CC Davis in the Waikato in the 1880s. It is thought that this may be Tairuturutu.

Ngāti Maniapoto have shared the following information from Ngāti Te Ihingarangi and Ngāti Rereahu (who both have Maniapoto affiliations) about Tairuturutu:

The long and heavy taiaha belonged to Hāware, who was a giant of a man. He lived in a cave with his wife, Parerape, near Pukemakoiti mountain. The cave was known as Te Ana-a-Hāware. Hāware was a renowned warrior and also famed for bird hunting and completing great feats. One of these was stacking one great rock upon another. These rocks are known as Ngā Toka-a-Hāware.

**7.2: LETTER OF INTRODUCTION TO THE DIRECTOR OF CANTERBURY MUSEUM**

Hāware was buried at Waimiha in a vault in the urupā. It is said the length of his bones illustrate his immense height. Such was his mana that his head was kept for generations that followed as it was believed to be imbued with great powers and would indicate the best times for bird hunting.

Tairuturutu was acquired by one of the early European surveyors in the King Country before it eventually made its way to the Canterbury Museum.

*Future relationship between Te Nehenehenui and Canterbury Museum*

Te Nehenehenui wishes to meet you and develop a relationship with the Museum to further research the provenance of the taiaha and discuss its future. I understand the Museum is also happy to discuss with Ngāti Maniapoto the care and management of the taiaha, and, if appropriate following further research, consider the potential repatriation of the taiaha to Ngāti Maniapoto.

To progress this relationship, I would encourage you to meet kanohi ki te kanohi with Te Nehenehenui. Contact details are:

Te Nehenehenui  
[Email address]  
[Postal Address]

I hope this letter provides a basis from which the Museum and Te Nehenehenui can develop a relationship to identify and appropriately protect and care for the taiaha and any other Ngāti Maniapoto taonga in the Museum.

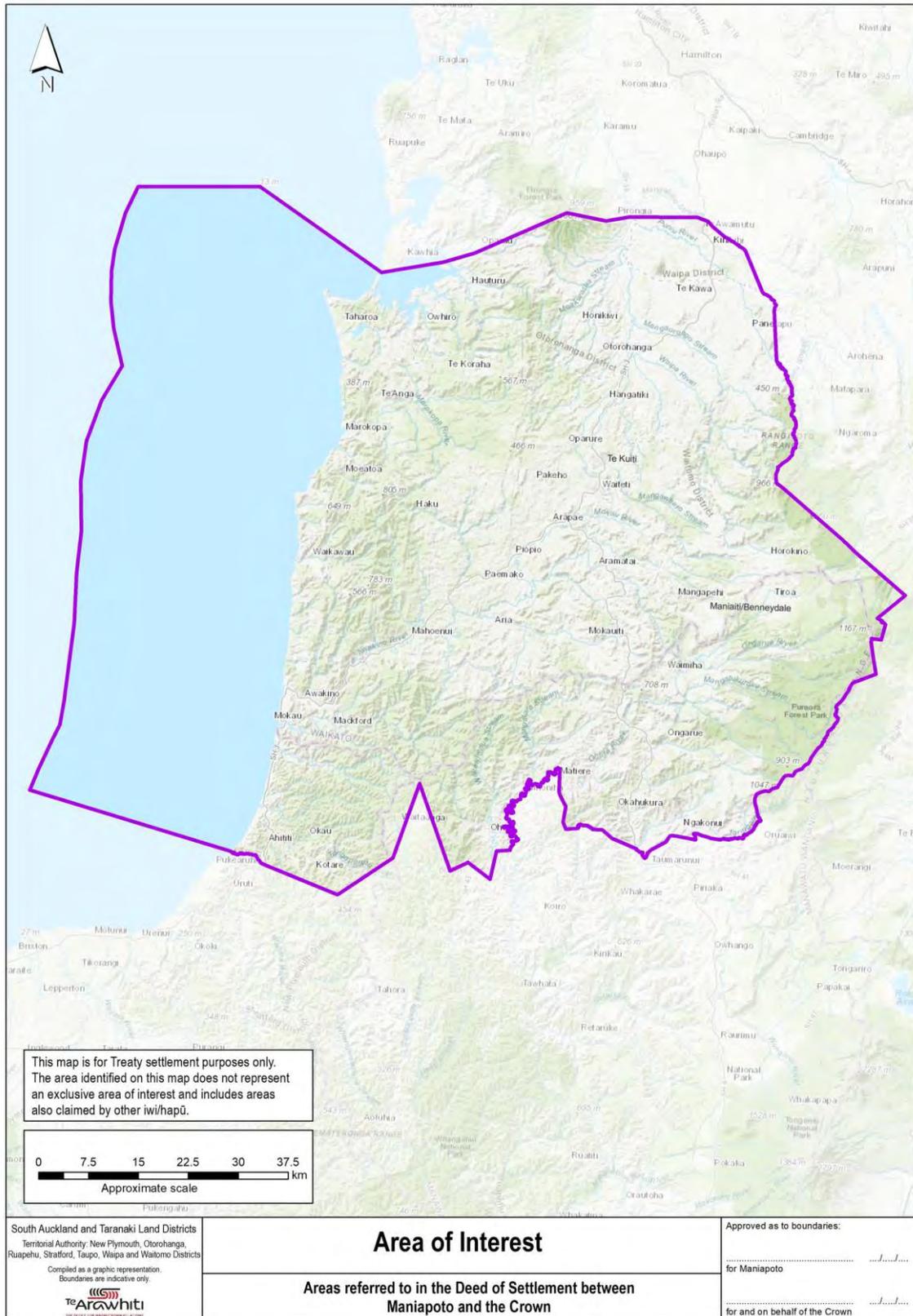
If you have any questions please feel free to contact [name] at Te Arawhiti on [phone number] or by email at [email address].

Nāku noa, nā

**[name] Tumu Whakarae – Chief Executive  
The Office for Māori Crown Relations - Te Arawhiti**

Cc: [name], chair, Te Nehenehenui, [email address]

7.2: LETTER OF INTRODUCTION TO THE DIRECTOR OF CANTERBURY MUSEUM



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**7.3 LETTER OF INTRODUCTION TO NGĀ TAONGA SOUND & VISION**

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7.3: LETTER OF INTRODUCTION TO NGĀ TAONGA SOUND & VISION

[Date]

Honiana Love  
Chief Executive  
Ngā Taonga Sound & Vision  
70 Molesworth Street  
**WELLINGTON 6142**

Tēnā koe Honiana

**Letter of Introduction: Ngāti Maniapoto**

*Ngāti Maniapoto Treaty of Waitangi settlement*

On [date], the Crown signed a deed of settlement with Ngāti Maniapoto to settle its historical Treaty of Waitangi claims. Legislation is required to give effect to aspects of the deed of settlement.

The Maniapoto Claims Settlement Bill was introduced to the House of Representatives on [date] and is due to have its third and final reading on [date] before enactment.

As part of the Ngāti Maniapoto settlement, the Culture and Heritage agencies ("**Te Ara Taonga**") and the post-settlement governance entity for Ngāti Maniapoto, **Te Nehenehenui**, entered into a relationship agreement called the Whakaaetanga Tiaki Taonga ("**Whakaaetanga**").<sup>11</sup> The Whakaaetanga records commitments relating to the care and management, use, development and revitalisation of, and access to, Ngāti Maniapoto taonga; and the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Maniapoto.

Ngā Taonga, as a charitable trust, is not a signatory to the Whakaaetanga but participates as one of the Te Ara Taonga agencies by actively engaging with other Culture and Heritage agencies. The Crown agreed to write this letter to formally introduce Ngā Taonga to Te Nehenehenui.

*Ngāti Maniapoto*

Ngāti Maniapoto are a large North Island iwi (35,000 people). Ngāti Maniapoto descend from the original voyagers of the Tainui Waka. Their traditional lands are known as Te Nehenehenui ("The Great Forest"). Their rohe extends from Kāwhia Harbour to the Wai Pingao Stream on the west coast, bordered inland by the Hauhungaroa Range in Puroeora Forest Park, as shown in the **attached map**.

*A relationship between Ngā Taonga and Te Nehenehenui*

Te Nehenehenui seeks to access the collection of sound and image held by Ngā Taonga that is of relevance to Ngāti Maniapoto and would like to develop a working relationship to assist with appropriately caring for sound and moving image taonga. I understand Ngā Taonga is committed

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<sup>11</sup> Parties to the Whakaaetanga are Te Nehenehenui, Te Tari Taiwhenua, Department of Internal Affairs (responsible for the National Library Te Puna Mātauranga o Aotearoa and Archives New Zealand Te Rua Mahara o Te Kāwanatanga), The Museum of New Zealand Te Papa Tongarewa, Heritage New Zealand Pouhere Taonga and Manatū Taonga, Ministry for Culture and Heritage.

7.3: LETTER OF INTRODUCTION TO NGĀ TAONGA SOUND & VISION

to the principles of Te Tiriti and working with whānau, hapū, iwi and Māori organisations to ensure appropriate long-term care of and access to sound and moving image taonga.

To begin these discussions the contact details for Te Nehenehenui are:

Te Nehenehenui

[Email:

Address:]

I hope this letter will provide a strong basis from which Ngā Taonga and Te Nehenehenui can form an effective and durable collaborative relationship. If you have any questions please feel free to contact [James Mitchell], Negotiation and Settlement Manager at Te Arawhiti on phone [04 914 3062] or by email at [James.Mitchell@tearawhiti.govt.nz].

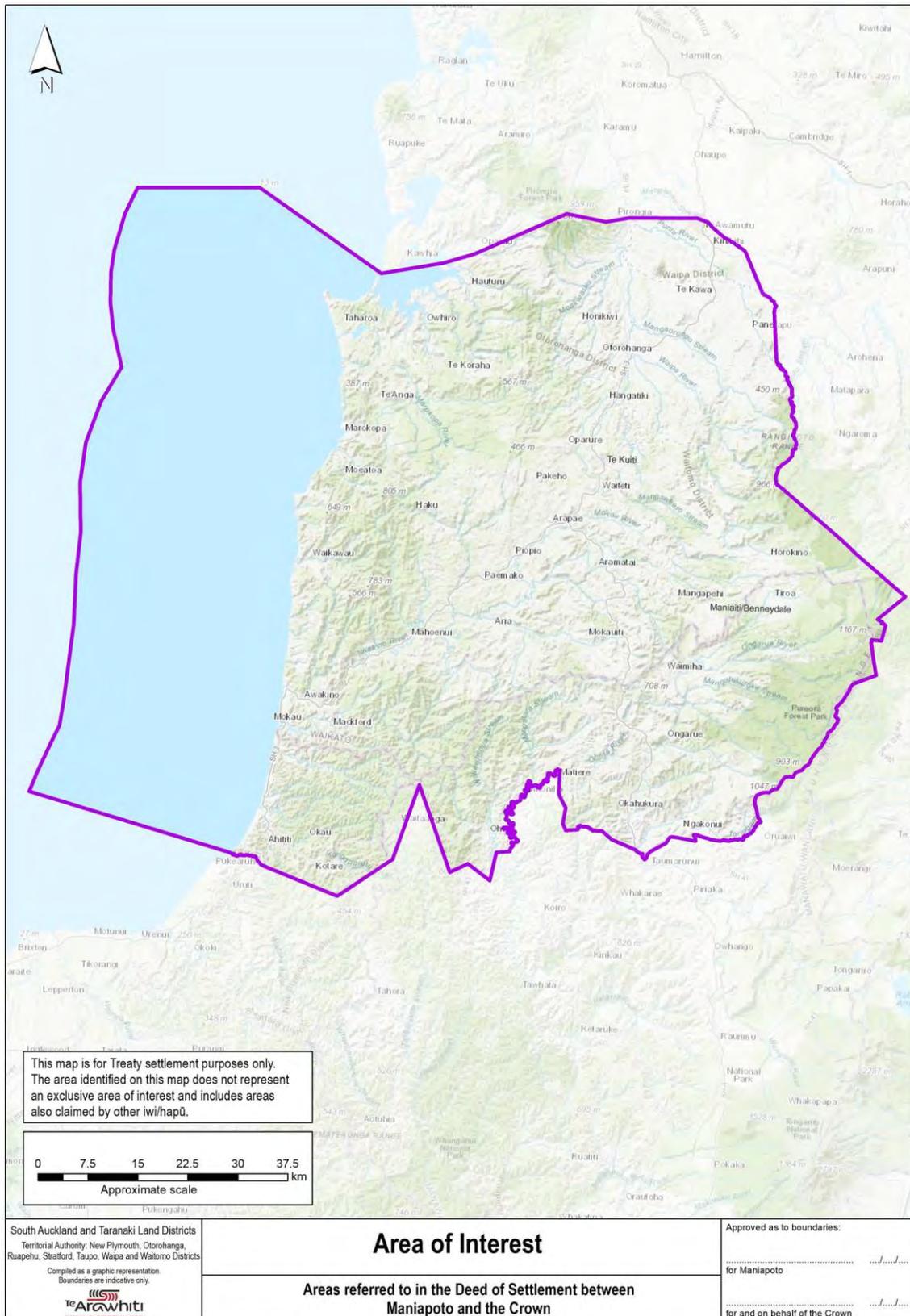
Nāku noa, nā

Lil Anderson

**Tumu Whakarae - Chief Executive**

**The Office for Māori Crown Relations - Te Arawhiti**

7.3: LETTER OF INTRODUCTION TO NGĀ TAONGA SOUND & VISION



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**7.4 LETTER OF INTRODUCTION TO THE CHIEF EXECUTIVE OF THE MUSEUM OF  
TRANSPORT AND TECHNOLOGY**

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7.4: LETTER OF INTRODUCTION TO THE CHIEF EXECUTIVE OF THE MUSEUM OF TRANSPORT  
AND TECHNOLOGY

[Date]

[Michael Frawley]  
Chief Executive  
Museum of Transport and Technology  
PO Box 44-114  
Pt Chevalier  
**AUCKLAND 1246**

Tēnā koe [Michael],

**Letter of Introduction: Ngāti Maniapoto**

On [date], the Crown signed a deed of settlement with Ngāti Maniapoto to settle its historical Treaty of Waitangi claims. Legislation is required to give effect to aspects of the deed of settlement. The Maniapoto Claims Settlement Bill was introduced to the House of Representatives on [date] and is due to have its third and final reading on [date] before enactment.

The settlement comprises historic, financial, commercial and cultural redress. Please find the **attached summary of settlement** for your information.

I am advised the Museum of Transport and Technology ("**MOTAT**") would like to develop a strategic relationship with Ngāti Maniapoto to acknowledge the role that Ngāti Maniapoto played in the history of New Zealand's transport and technology heritage, in particular the construction of Te Ara-o-Tūrongo (part of the North Island Main Trunk Railway).

To facilitate engagement between MOTAT and Ngāti Maniapoto the Crown has agreed, as part of the deed of settlement, to write this letter of introduction to formally introduce you to **Te Nehenehenui**, the post-settlement governance entity for Ngāti Maniapoto.

*Ngāti Maniapoto*

Ngāti Maniapoto are the sixth largest iwi in the country (35,000 people). Ngāti Maniapoto descend from the original voyagers of the Tainui Waka. Their traditional lands are known as Te Nehenehenui ("The Great Forest"). Their rohe extends from Kāwhia Harbour to the Wai Pingao Stream on the west coast, bordered inland by the Hauhungaroa Range in Pureora Forest Park, as shown in the **attached map**.

Ngāti Maniapoto entered into a series of negotiations and agreements with the Crown in the early 1880s called Te Ōhākī Tapu. They aimed to establish a mutually beneficial relationship, and protect their lands, resources and political autonomy in exchange for the Crown constructing Te Ara-o-Tūrongo (part of the North Island Main Trunk Railway) in their rohe.

The Crown failed to uphold these agreements, resulting in the widespread alienation of Ngāti Maniapoto lands and resources and the undermining of their mana whakahaere (self-governance). In 2019, the Minister of Land Information renamed the part of the North Island Main Trunk Railway within the rohe of Ngāti Maniapoto Te Ara-o-Tūrongo, in honour of Tūrongo, being one of the principal ancestors of Ngāti Maniapoto.

7.4: LETTER OF INTRODUCTION TO THE CHIEF EXECUTIVE OF THE MUSEUM OF TRANSPORT AND TECHNOLOGY

*Partnership with the Museum of Transport and Technology*

Ngāti Maniapoto want to ensure their significant contribution is appropriately captured in the narrative of past, present and future transport and technology in Aotearoa. I am advised MOTAT wants to establish a working relationship with Ngāti Maniapoto to highlight and celebrate the technology, innovation, and ingenuity of tāngata whenua. MOTAT also wants to understand the positive, and in several cases, the negative impact of European technology upon Ngāti Maniapoto. The aspiration for this relationship is to build and actively support the mana of Ngāti Maniapoto.

Ngāti Maniapoto wish to share and exchange relevant information to build a positive and enduring relationship with MOTAT. In particular, access to the collection of archival material relating to New Zealand Railways would be of significant value to Ngāti Maniapoto. This would enable Ngāti Maniapoto to exercise rangatiratanga in relation to data and information of relevance to them. MOTAT's educational tools may also be of benefit to Ngāti Maniapoto. MOTAT understands that Ngāti Maniapoto mātauranga will be of significant value to New Zealand's transport and technology heritage, especially in relation to Te Ara-o-Tūrongo (part of the North Island Main Trunk Railway).

MOTAT has expressed an interest in developing a work programme with mutually beneficial outcomes for MOTAT and Ngāti Maniapoto. To progress the work programme, Ngāti Maniapoto contact details are:

Te Nehenehenui  
[Email:  
Address:]

I hope this letter of introduction will provide a strong basis from which MOTAT and Te Nehenehenui can form an effective and durable collaborative relationship.

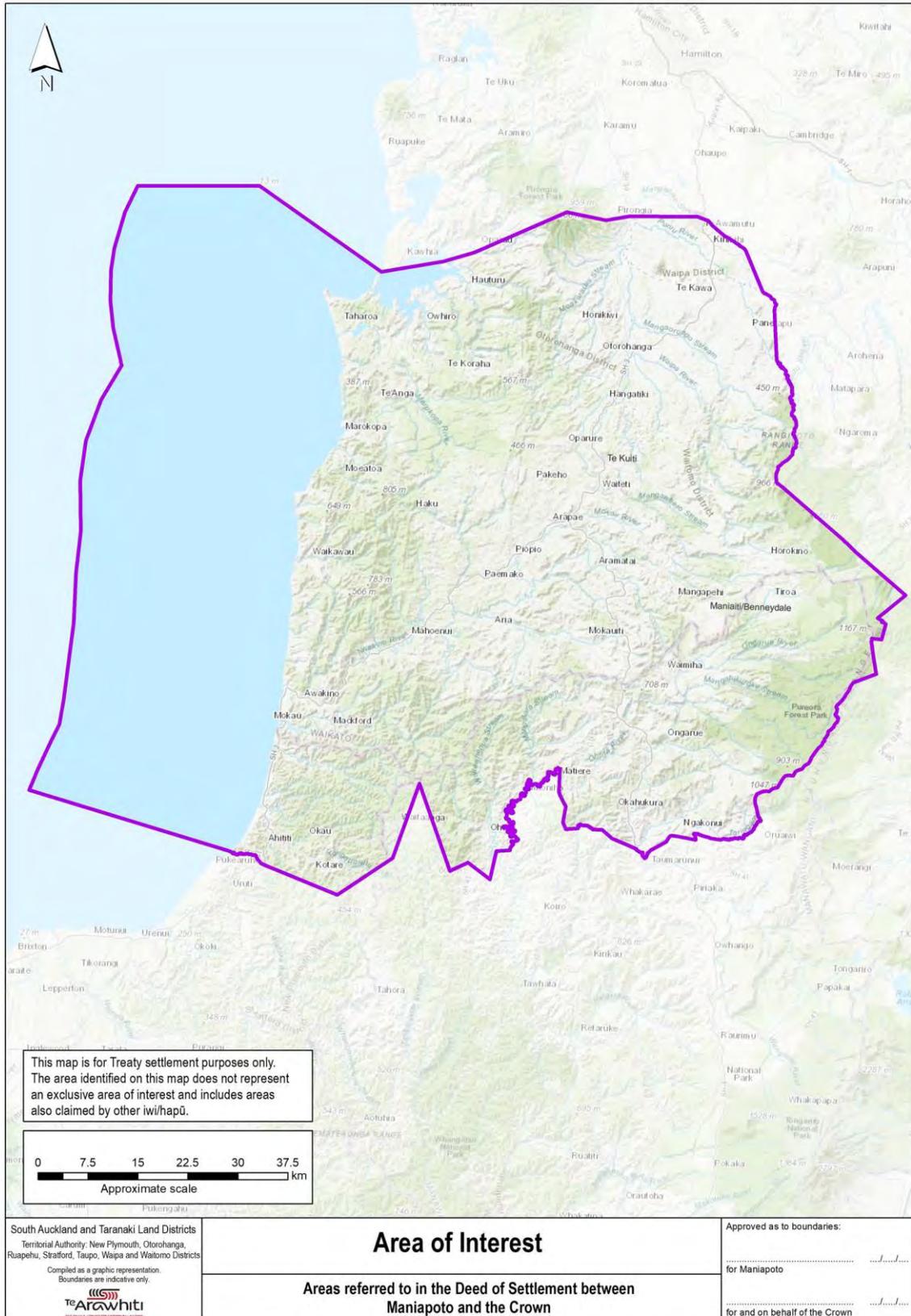
If you have any questions please feel free to contact James Mitchell, Negotiation and Settlement Manager at Te Arawhiti on phone 04 914 3062 or by email at James.Mitchell@tearawhiti.govt.nz.

Nāku noa, nā

[Hon Andrew Little]

**Minister for Treaty of Waitangi Negotiations**

7.4: LETTER OF INTRODUCTION TO THE CHIEF EXECUTIVE OF THE MUSEUM OF TRANSPORT AND TECHNOLOGY



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**8. LETTER OF RELATIONSHIP WITH LAND INFORMATION NEW  
ZEALAND**

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8: LETTER OF RELATIONSHIP WITH LAND INFORMATION NEW ZEALAND

[Date]

Te Nehenehenui  
[contact details]

E ngā Rangatira o Ngāti Maniapoto, tēnā koutou

**Letter of Relationship**

Land Information New Zealand ("**LINZ**") acknowledges the importance of a relationship with Te Nehenehenui on behalf of Ngāti Maniapoto and seeks to develop a working relationship by encouraging open dialogue to discuss opportunities that may enhance the well-being of Ngāti Maniapoto.

*Ngāti Maniapoto settlement*

On [date], the Crown signed a deed of settlement with Ngāti Maniapoto to settle their historical Treaty of Waitangi claims. The Deed of Settlement with Ngāti Maniapoto is conditional on the passage of settlement legislation, which will give effect to the settlement. The Maniapoto Claims Settlement Bill was introduced to the House of Representatives on [date] and is due to have its third and final reading on [date] before enactment.

Through the Deed of Settlement, Te Nehenehenui is responsible for administering significant commercial assets, including Mangaokewa Forest, Pirongia Forest, Part Pureora North Forest and Tawarau Forest as licensed land. The Deed of Settlement also provides Te Nehenehenui with the right to purchase over 40 properties within the Maniapoto rohe that are currently owned by LINZ and other Crown land-holding agencies; and Te Nehenehenui will also have a right of first refusal should Crown-owned land become available for purchase. These properties are set out in the Deed of Settlement, and a summary of settlement is attached to this letter.

*Relationship between Ngāti Maniapoto and LINZ*

The purpose of this Letter is to define how LINZ and Te Nehenehenui will develop an enduring relationship based on shared aspirations.

LINZ and Te Nehenehenui acknowledge that this letter is intended to be non-binding and in no way derogates from any existing relationships LINZ has with other iwi, hapū or whānau group.

As LINZ implements its "Business with Māori Strategy" it is learning more about the value and power of location information in a Māori context. LINZ is looking to provide land information differently to enable better decision making around natural resources and better outcomes for Māori.

Ngāti Maniapoto have spiritual, cultural, customary and historical interests across their rohe, which extends from Kāwhia Harbour to the Waipingao Stream on the west coast to the Hauhungaroa range, as shown in the **attached map**.

In line with the Crown's commitments made under Te Ōhākī Tapu<sup>12</sup>, LINZ understands the

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<sup>12</sup> The series of agreements and assurances from the Crown between 1883 and 1885 that Ngāti Maniapoto believed would protect their rangatiratanga and mana whakahaere over their lands and people. [https://forms.justice.govt.nz/search/Documents/WT/wt\\_DOC\\_142124627/Te%20Mana%20Whatu%20Ahuru.pdf](https://forms.justice.govt.nz/search/Documents/WT/wt_DOC_142124627/Te%20Mana%20Whatu%20Ahuru.pdf)

8: LETTER OF RELATIONSHIP WITH LAND INFORMATION NEW ZEALAND

aspirations of Ngāti Maniapoto are founded on the principles of "mana tuku iho," the inherent wisdom of Maniapoto tūpuna, who determined that the "mana whatu āhuru" would guide the generations of Ngāti Maniapoto and their many hapū and descendants to achieve prosperity and ongoing survival through a unity of purpose, the upholding of the language of Ngāti Maniapoto, cultural identity, kaitiaki responsibilities and whakapapa connections to achieve mana motuhake. LINZ is happy to share relevant parts of its work programme with Te Nehenehenui where they are seeking feedback or advice on these areas, which may further the aspirations of Ngāti Maniapoto.

*Areas of collaboration*

LINZ and Te Nehenehenui will also collaborate on the following matters as part of this relationship going forward:

- Identify opportunities to access and share geospatial information;
- Identify opportunities to grow the capability of Ngāti Maniapoto by training and upskilling iwi members on LINZ work and software; and
- Co-designing an annual work programme with mutually beneficial outcomes.

LINZ and Te Nehenehenui also recognise:

- the existing Waipa River Accord between LINZ and Ngāti Maniapoto, arising from the 2010 river settlements; and
- LINZ's responsibilities in relation to a Memorandum of Understanding over the former Tokanui Hospital site.

*Overseas Investment Office*

This Letter also intends to clarify the appropriate contact details for the **Overseas Investment Office** (OIO). Should tāngata whenua be consulted on overseas investment applications to purchase land in the area of interest of Ngāti Maniapoto, the OIO acknowledges that Te Nehenehenui is the appropriate contact with respect to all relevant applications.

*Communication*

The parties are committed to working together in good faith to support a positive and enduring relationship and to achieve this by maintaining communication with one another to express any concerns and issues arising from this letter and its implementation.

LINZ will provide opportunities for hui with relevant management and staff and the representatives of Te Nehenehenui; and LINZ will take reasonable steps to ensure the aspirations for this relationship are appropriately acknowledged and provided for by LINZ staff, and if appropriate, other agencies and stakeholders.

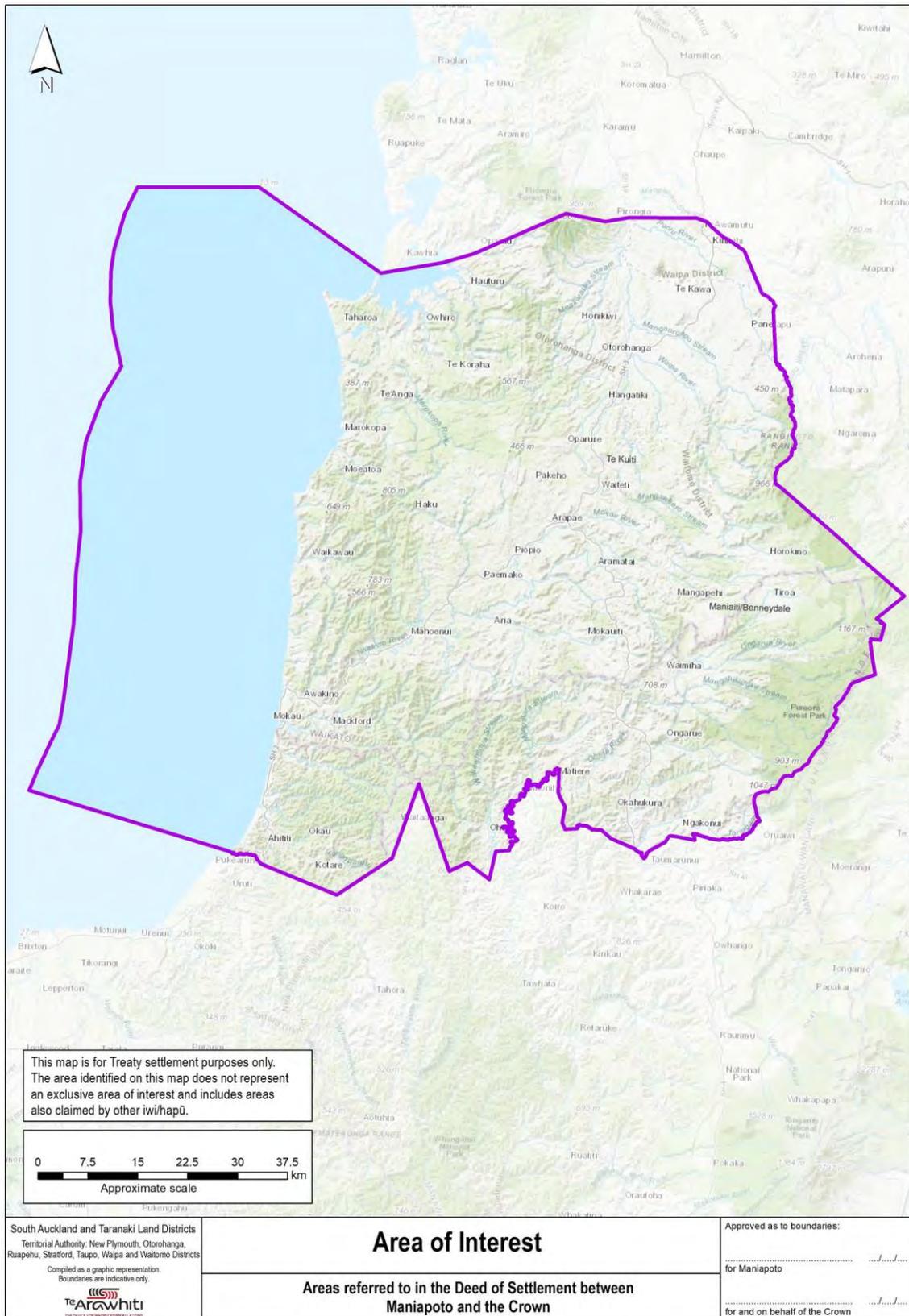
The key contact person at LINZ in terms of this relationship is [Apanui Williams], Manager Business with Māori and can be contacted on [(04) 4956 207 or [awilliams@linz.govt.nz](mailto:awilliams@linz.govt.nz)]

We look forward to working with you.

Nāku noa, nā

[Jerome Sheppard]  
Deputy Chief Executive Crown Property

8: LETTER OF RELATIONSHIP WITH LAND INFORMATION NEW ZEALAND



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**9. ENCUMBRANCES**

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**9.1 KAHUWERA PROPERTY RIGHT TO CONVEY WATER EASEMENT**

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DOCUMENTS

9.1: KAHUWERA PROPERTY RIGHT TO CONVEY WATER EASEMENT

Part Kahuwera Scenic Reserve - Easement Instrument - Right to convey water  
**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

Land registration district

[Insert]

[BARCODE]

Grantor

The Trustees of [*insert governance entity*] [*insert names of Trustees*]

Grantee

William George TOMS

Grant of Easement or *Profit à prendre*

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this                      day of                      20

Attestation

	Signed in my presence by the Grantee
	<i>Signature of witness</i>
Signature of William George Toms	<b>Witness Name</b>
	<b>Occupation</b>
	<b>Address</b>

9.1: KAHUWERA PROPERTY RIGHT TO CONVEY WATER EASEMENT

<b>See Annexure Schedule</b>	<b>Signed in my presence by the Grantor</b>
	<i>Signature of witness</i> <b>Witness Name</b> <b>Occupation</b> <b>Address</b>

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.<sup>13</sup>

Certified by [Practitioner for Grantee] or [Grantee]

---

<sup>13</sup> See Regulation 14(3) Land Transfer Regulations 2018.

DOCUMENTS

9.1: KAHUWERA PROPERTY RIGHT TO CONVEY WATER EASEMENT

Easement Instrument Dated  Page  of  pages

**Schedule A**

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey water	[Area A on SO 565141.] <b>Easement Area</b>	Section 41 Block IV Totoro Survey District, comprised in record of title [ ]	Part Section 6 Block IV Totoro Survey District, comprised in record of title TNJ2/170

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

The implied rights and powers are hereby **varied, negatived** or **added** to by the provisions set out in the Annexure Schedule

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

**ANNEXURE SCHEDULE**

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)**

**1. OPERATIVE CLAUSE**

- 1.1 Pursuant to clause [x] of the Maniapoto Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.

**2. RIGHT TO CONVEY WATER**

- 2.1 The Grantor hereby grants to the Grantee a right to convey water over those parts of the Burdened Land identified as the Easement Area, together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 except to the extent they are modified, varied, or negated by the terms and conditions of this Easement Instrument.

- 2.2 The right to take and convey water:

2.2.1 includes the right for the Grantee to take and convey water in free and uninterrupted flow from the source of supply or point of entry through the Easement Facility; and

2.2.2 in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification or repair of the Easement Facility.

- 2.3 The Grantor must not do nor allow to be done anything on the Burdened Land that may cause purity or flow of water in the water supply system to be diminished or polluted.

**3. GENERAL RIGHTS**

- 3.1 The Grantor must not do nor allow to be done on the Burdened Land anything that may interfere with or restrict the rights granted under this Easement Instrument or of any other party, or interfere with the efficient operation of the Easement Area.

- 3.2 The Grantee will comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations, and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Burdened Land at the request of the Grantee.

**4. REPAIR, MAINTENANCE AND COSTS**

- 4.1 The Grantee is responsible for arranging the repair and maintenance of the Easement Facility, and for the associated costs, so as to keep the facility in good order and repair and preventing it from becoming a danger or nuisance (and meeting any associated requirements of the relevant local authority).

- 4.2 Any repair or maintenance of the Easement Facility that is attributable solely to an act or omission by the Grantor or Grantee must be promptly carried out by that party, at their sole cost.

**9.1: KAHUWERA PROPERTY RIGHT TO CONVEY WATER EASEMENT**

- 4.3 However, if the repair and maintenance of the easement facility is only partly attributable to an act or omission by the Grantor or Grantee, –
- 4.3.1 that party must pay the portion of the costs of the repair and maintenance that is attributable to that act or omission; and
- 4.3.2 the balance of those costs is payable in accordance with clause 4.1.

**5. RIGHTS OF ENTRY**

- 5.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld but may be given subject to reasonable conditions:
- 5.1.1 enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles and equipment,
- 5.1.2 remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary works; and
- 5.1.3 leave any vehicles or equipment on the Burdened Land for a reasonable time if work is proceeding.
- 5.2 The Grantee must ensure that as little damage or disturbance is possible is caused to the Burdened Land or to the Grantor.

**6. DEFAULT**

- 6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement Instrument:
- 6.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation,
- 6.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:
- (a) meet the obligation; and
- (b) for that purpose, enter the Burdened Land,
- 6.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
- 6.1.4 the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

9.1: KAHUWERA PROPERTY RIGHT TO CONVEY WATER EASEMENT

**7. DISPUTES**

- 7.1 If a dispute in relation to this Easement Instrument arises between the Grantor and Grantee:
- 7.1.1 the party initiating the dispute must provide full written particulars of the dispute to the other party,
  - 7.1.2 the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
  - 7.1.3 if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties):
    - (a) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
    - (b) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society.

**8. SURRENDER**

- 8.1 The Grantee may surrender the whole or any part of any Easement at any time by notice to the Grantor in writing, if:
- 8.1.1 the Grantee is unable (as reasonably determined by the Grantee) to maintain or renew any authorisations or associated requirements of the relevant local authority necessary to carry on the activities for which the Easement is granted on terms acceptable to the Grantee;
  - 8.1.2 a Force Majeure Event occurs; or
  - 8.1.3 the Grantee determines in its discretion that it no longer requires the Easement (or any part of it).
- 8.2 Following any surrender of the Easement, the Grantee:
- 8.2.1 will at its cost promptly do all things, and sign all documents, required to enable the surrender of the Easement; and
  - 8.2.2 will remove any above ground equipment and pipes and restore the surface of the Easement Area to a similar condition prior to installation.

9.1: KAHUWERA PROPERTY RIGHT TO CONVEY WATER EASEMENT

**ADDRESSES FOR SERVICE**

**1. GRANTOR'S ADDRESS:**

*[enter address]*

**2. GRANTEE'S ADDRESS:**

*[enter address]*

**CONTINUATION OF "ATTESTATION"**

Signed by the following trustees of  
**[insert governance entity]** as Grantor:

---

[name of trustee]

*In the presence of:*

---

**Witness Name**

**Occupation**

**Address**

---

**9.2 MOKAU PROPERTY RIGHT OF WAY EASEMENT**

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## 9.2: MOKAU PROPERTY RIGHT OF WAY EASEMENT

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

Land registration district

[Insert]

[BARCODE]

Grantor

[The Trustees of Te Nehenehenui Trust]

Grantee

The Proprietors of Mangapapa B2 Block

**Grant of Easement or *Profit à prendre***

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** in perpetuity (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this                      day of                      20

**Attestation**

See Annexure Schedule	Signed in my presence by the Grantee
	<i>Signature of witness</i> <b>Witness Name</b> <b>Occupation</b> <b>Address</b>

DOCUMENTS

9.2: MOKAU PROPERTY RIGHT OF WAY EASEMENT

<b>See Annexure Schedule</b>	<b>Signed in my presence by the Grantor</b>
	<i>Signature of witness</i> <b>Witness Name</b> <b>Occupation</b> <b>Address</b>

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.<sup>14</sup>

Certified by [Practitioner for Grantee] or [Grantee]

---

<sup>14</sup> See Regulation 14(3) Land Transfer Regulations 2018.

DOCUMENTS

9.2: MOKAU PROPERTY RIGHT OF WAY EASEMENT

Easement Instrument Dated  Page  of  pages

**Schedule A**

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way	Areas A and B on SO 562908. <b>Easement Area</b>	Sections 1 and 2 SO 16871/1	Record of title SA37A/152

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

The implied rights and powers are hereby **varied, negatived** or **added** to by the provisions set out in the Annexure Schedule

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

**ANNEXURE SCHEDULE**

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby varied and added to by the provisions set out below:

**1. CONSTRUCTION**

1.1 In the construction of this Easement Instrument unless the context otherwise requires:

- (a) the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- (b) references to clauses are to the clauses of this Easement Instrument;
- (c) references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- (d) the singular includes the plural and vice versa, and words importing any gender include the other genders.

**2. RIGHT OF WAY**

2.1 Pursuant to section [x] of the Maniapoto Claims Settlement Act [*date*], the Grantor hereby grants to the Grantee in perpetuity a right of way over that part of the Burdened Land identified as the Easement Area.

2.2 The Grantee must, when exercising all or any of the rights granted to it under this Easement Instrument:

- (a) adhere to all reasonable instructions of the Grantor;
- (b) specifically, in relation to health and safety, at all times comply with any obligations imposed by the Grantor regarding the identification and mitigation of hazards and the health and safety of persons on the Burdened Land;
- (c) at all times use reasonable care and skill when exercising the rights and powers under this Easement Instrument and carry out any works permitted by this Easement Instrument in a good workmanlike manner;
- (d) cause as little damage as practicable to the Easement Area and Burdened Land;
- (e) promptly repair and make good all damage to fences, gates and structures upon the Burdened Land directly or indirectly caused by the Grantee exercising its rights, powers, licences and privileges under this Easement Instrument;
- (f) leave all gates as found;
- (g) cause as little inconvenience to the Grantor as is reasonably practicable;

**9.2: MOKAU PROPERTY RIGHT OF WAY EASEMENT**

- (h) make good all damage caused to the Easement Area (and burdened land, if applicable) and ensure it is left in a clean and tidy state; and
- (i) remove all equipment or other property of the Grantee from the Easement Area (and Burdened Land, where applicable).

- 2.3 No animals (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the prior consent of the Grantor.
- 2.4 No firearm or other weapon may be carried or discharged on the Easement Area without the prior consent of the Grantor.

**3. REPAIR, MAINTENANCE, AND COSTS**

- 3.1 The Grantee, at its sole cost, is to keep the Easement Area including any gates, fences or other improvements on the Easement Area to a good and sufficient state of repair. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either the Grantor or the Grantee then the cost of such maintenance and repair shall be borne by the party that caused the damage.

**4. COMPLIANCE WITH LEGISLATION**

- 4.1 The Grantee will:

- (a) comply with all relevant legislation, regulations and bylaws affecting the burdened land and the Grantee's use of it (including the Health and Safety at Work Act 2015);
- (b) work with the Grantor to consult, co-operate and co-ordinate activities in order to meet each party's respective health and safety obligations under applicable legislation, regulations and this Easement Instrument;
- (c) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (d) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

**5. SURRENDER**

- 5.1 The Grantee may surrender the whole or any part of any Easement at any time by notice to the Grantor in writing, if:
- 5.1.1 the Grantee is unable (as reasonably determined by the Grantee) to maintain or renew any authorisations or associated requirements of the relevant local authority necessary to carry on the activities for which the Easement is granted on terms acceptable to the Grantee;
  - 5.1.2 a Force Majeure Event occurs; or
  - 5.1.3 the Grantee determines in its discretion that it no longer requires the Easement (or any part of it).

**9.2: MOKAU PROPERTY RIGHT OF WAY EASEMENT**

- 5.2 Following any surrender of the Easement, the Grantee:
- 5.2.1 will at its cost promptly do all things, and sign all documents, required to enable the surrender of the Easement; and
  - 5.2.2 will remove any above ground equipment or other property and restore the surface of the Easement Area to a similar condition prior to installation.

9.2: MOKAU PROPERTY RIGHT OF WAY EASEMENT

**ADDRESSES FOR SERVICE**

**1. GRANTOR'S ADDRESS:**

*[enter address]*

**2. GRANTEE'S ADDRESS:**

*[enter address]*

9.2: MOKAU PROPERTY RIGHT OF WAY EASEMENT

CONTINUATION OF "ATTESTATION"

Signed by the following trustees of  
[insert governance entity] as Grantor:

---

[name of trustee]

In the presence of:

---

**Witness Name**

**Occupation**

**Address**

9.2: MOKAU PROPERTY RIGHT OF WAY EASEMENT

*Signed by the [insert signatory  
information for Incorporation] as*

Grantee:

---

*[name of signatory]*

---

*[name of signatory]*

*In the presence of:*

---

**Witness Name**

**Occupation**

**Address**

---

**9.3 TAPUAE PROPERTY RIGHT OF WAY EASEMENT**

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DOCUMENTS

9.3: TAPUAE PROPERTY RIGHT OF WAY EASEMENT

EASEMENT INSTRUMENT  
to grant easement

Section 109, Land Transfer Act 2017

Land registration district

Taranaki

Grantor

*Surname(s) must be underlined*

[the trustees of the *[insert]* Trust] *[insert names of trustees]*

Grantee

*Surname(s) must be underlined*

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of easement

**The Grantor**, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Purpose (nature and extent) of easement	Shown (plan reference)	Burdened land (Record of title)	Benefited land (Record of title <i>or</i> in gross)
Right of Way	[Area A on SO 564040.] <b>Easement Area</b>	[Section 1 SO 564040.]	In gross



## ANNEXURE SCHEDULE 1

Easement Instrument	Dated:	Page of pages
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**1. DEFINITIONS AND CONSTRUCTION****1.1. Definitions:**

In this Easement Instrument, unless the context otherwise requires:

- 1.1.1. "Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workers, licensees and invitees of the Minister (but excluding members of the general public).

**1.2. Construction**

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1. the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2. references to clauses and the Schedules are to the clauses and the Schedules of this Easement Instrument;
- 1.2.3. references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4. the singular includes the plural and vice versa, and words importing any gender include the other genders.

**2. GRANT OF ACCESS RIGHTS**

- 2.1. Pursuant to section [x] of the Maniapoto Claims Settlement Act 20[xx], the Grantor hereby grants to the Grantee a right of way over that part of the Burdened land identified as the Easement Area, together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 2.2. The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this Easement Instrument.
- 2.3. In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

**3. OBLIGATIONS OF THE GRANTEE**

- 3.1. Clause 6(2) of Schedule 5 of the Land Transfer Regulations 2018 shall not apply. The Grantee (excluding members of the public) may go over and along the easement facility by foot or by vehicle or any other means of transport and with all necessary tools, vehicles,

**9.3: TAPUAE PROPERTY RIGHT OF WAY EASEMENT**

equipment (including firearms) and dogs to carry out work to develop, improve or maintain the Easement Area or undertake conservation activities.

3.2. The right of way includes:

3.2.1. the right to construct, repair or maintain an access track on the Easement Area and (if necessary for those purposes) to alter the state of the land over which this right of way easement is granted;

3.2.2. the right to have the Easement Area kept clear at all times of obstructions, deposits of materials, or unreasonable impediment to the use and enjoyment of the Easement Area;

3.2.3. the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of access to undertake conservation work but without at any time causing damage to or interfering with the Grantor's use and management of the Burdened land.

3.3. Apart from as provided for in clause 3.1, no dogs or other animal (including any dogs or other pets of any description whether on a leash or not, but excluding horses) may be taken on the Easement Area without the consent of the Grantor.

3.4. No firearm or other weapon may be carried (except as provided for in clause 3.1) or discharged on the Easement Area without the consent of the Grantor.

3.5. The Grantee shall when passing or repassing over the Burdened land:

3.5.1. wherever possible, remain on any access tracks constructed on the Burdened land;

3.5.2. take all due care when taking any welding equipment over the Burdened land and shall not use or operate or cause to be used or operated any welding equipment on the Burdened land without the prior written permission of the Grantor; and

3.5.3. immediately after passing through any gates on the Burdened land, close such of them as were closed and lock such of them as were locked immediately before such passing through.

**4. REPAIR, MAINTENANCE, AND COSTS**

4.1. Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 does not apply and is replaced with the following: *"The Grantee is to repair and maintain the easement facility to a standard suitable for its activities. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party then the cost of such maintenance and repair shall be borne by the party that caused the damage."*

**5. GENERAL RIGHTS**

5.1. The Grantor must not do and must not allow to be done on the Burdened land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

5.2. Except as provided in this easement the Grantee must not do and must not allow to be done on the Burdened land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

**9.3: TAPUAE PROPERTY RIGHT OF WAY EASEMENT**

- 5.3. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.
- 5.4. Clauses 5.5 to 5.8 do not limit clause 5.3 and apply to the exercise of rights and compliance with obligations under this Easement Instrument.
- 5.5. In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:
- 5.5.1. the Grantor; and
- 5.5.2. other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Burdened land,
- in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.
- 5.6. The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Burdened land at the request of the Grantee.
- 5.7. The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Burdened land.
- 5.8. The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and/or the health and safety of persons on the Burdened land.
- 5.9. Subject to obtaining the prior written consent of the Grantor, the Grantee may transfer or otherwise assign this easement but only to a Crown body, local authority or other similar public body.

**6. DELEGATION**

- 6.1. All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party PROVIDED THAT the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

**7. NOTICES**

- 7.1. Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:
- 7.1.1. the Grantor's address as set out in paragraph 1 of Annexure Schedule 2; and
- 7.1.2. the Grantee's address as set out in paragraph 2 of Annexure Schedule 2.

**9.3: TAPUAE PROPERTY RIGHT OF WAY EASEMENT**

7.2. Any notice posted shall be deemed to be served five (5) working days after the date of posting.

**8. SEVERABILITY**

8.1. Where there is any conflict between the provisions of the Fifth Schedule of the Land Transfer Regulations 2018 and the provisions of this Easement Instrument, the provisions of this Easement Instrument will prevail.

8.2. If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

9.3: TAPUAE PROPERTY RIGHT OF WAY EASEMENT

Continuation of "Attestation"

Signed for and on behalf of [**names of trustees of [insert] Trust to be inserted**] as Grantor by:

---

*In the presence of:*

---

Name:  
Occupation:  
Address:

ANNEXURE SCHEDULE 2

Easement Instrument	Dated:	Page of pages
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**1 GRANTOR'S ADDRESS:**

**[Name of [insert] Trust to be inserted]**

[enter address]

**2 GRANTEE'S ADDRESS:**

Department of Conservation  
Te Kuiti District Office  
78 Taupiri St,  
Te Kuiti 3910  
Waikato  
[tekuiti@doc.govt.nz](mailto:tekuiti@doc.govt.nz)  
078781050

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**9.4 MOKAU ESTUARY PROPERTY EASEMENT IN GROSS TO FIRST GAS LIMITED**

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## 9.4: MOKAU ESTUARY PROPERTY EASEMENT IN GROSS TO FIRST GAS LIMITED

**Easement instrument to grant easement or  
*profit à prendre***

(Section 109, Land Transfer Act 2017)

**Grantor**

[the trustees of Te Nehenehenui Trust]

**Grantee**

FIRST GAS LIMITED

**Grant of Easement or *Profit à prendre***

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A***Continue in additional Annexure Schedule, if required*

<b>Purpose of Easement, or <i>profit</i></b>	<b>Shown (plan reference)</b>	<b>Burdened Land (Record of Title)</b>	<b>Benefited Land (Record of Title) or in gross</b>
Right to convey gas	[Area A on SO 563041.]	[Section 1 SO 563041.]	In gross
Right to convey gas	[Area B on SO 563041.]	[Section 3 SO 563041.]	In gross

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are hereby substituted by:

9.4: MOKAU ESTUARY PROPERTY EASEMENT IN GROSS TO FIRST GAS LIMITED

1. DEFINITIONS AND INTERPRETATION

1.1 In this Instrument unless the context otherwise requires:

- (a) **"Energy Complaints Scheme"** means The General and Scheme Rules for the Energy Complaints Scheme operated by Utilities Disputes Limited applying to the land based activities of organisations (including the Grantee) involved in the transmission and distribution of electricity and gas, and with respect to which the Grantee has agreed to be bound (or such other code of conduct or dispute resolution mechanism by which the Grantee agrees to be bound as published and publicly notified on the Grantee's official website from time to time);
- (b) **"Easement Land"** means those parts of the Land specifically marked on the Plan and referred to in Schedule A of this Instrument;
- (c) **"Instrument"** means this easement instrument and grant of easement in gross and includes the schedules to this easement instrument which the parties agree are binding on them;
- (d) **"Land"** means the burdened land referred to in Schedule A of this Instrument;
- (e) **"Permitted Uses"** are for the conveyance and supply of Gas (as defined in the Gas Act 1992), including the right to convey petroleum (as defined in the Crown Minerals Act 1991), water and other liquids through the Pipelines, to supply gas, or such other purpose without interruption or impediment (including the undertaking by the Grantee of all health and safety measures and other actions resulting from obligations imposed on the Grantee under applicable health and safety legislation and industry operating codes, regulations and standards);
- (f) **"Pipelines"** means all or any part, of any pipe, equipment or fittings, and anything associated, used, or intended to be used by the Grantee to carry out the Permitted Uses;
- (g) **"Plan"** is the deposited plan referred to in Schedule A of this Instrument;
- (h) **"Rights"** are the full, free, uninterrupted and unrestricted ability and licence for the Grantee at all times to go in, on, over and under the Land and to enter the Easement Land with or without vehicles, tools or machinery of any kind to:
  - (i) undertake Works; and
  - (ii) use the Pipelines;
- (i) **"Works"** means constructing, laying, equipping, maintaining, inspecting, repairing, altering, renewing, replacing (with or without something substantially similar), upgrading, adding to, removing and operating the Pipelines and associated equipment or any other works required to be undertaken by the Grantee in order that it may use the Easement Land for the Permitted Uses including but not limited to removal of all cultivated or natural vegetation including trees and shrubs situated within, or partly within the Easement Land and excavating trenches in which the Pipelines will be placed.

9.4: MOKAU ESTUARY PROPERTY EASEMENT IN GROSS TO FIRST GAS LIMITED

1.2 In this Instrument:

- (a) headings are included for convenience only and do not affect the interpretation of this Instrument;
- (b) words importing the singular shall include the plural, the masculine gender shall include the feminine and persons shall include companies and vice versa;
- (c) reference to the Grantee and Grantor is deemed to be a reference also to the Grantee's and Grantor's employees, workmen, engineers, contractors, tenants and agents unless repugnant to the context and, in the case of the Grantee, to any licensee and to any person nominated by the Grantee in accordance with clause 9;
- (d) reference to legislation includes reference to all legislation amending or replacing that legislation or to any legislation passed pursuant to that legislation;
- (e) reference to the parties includes reference to the parties, executors, administrators, successors in title and assigns;
- (f) reference to clauses and schedules are to clauses and schedules in this Instrument; and
- (g) any provision of this Instrument required to be performed by two or more persons will bind those persons jointly and severally.

**2. GRANT**

2.1 The Grantor grants and the Grantee accepts the grant of this easement in gross to use the Easement Land for the Permitted Uses without interruption or impediment together with the right to exercise the Rights for all time on the basis that no power is implied for the Grantor to determine this easement in gross for any breach of its provisions (expressed or implied) or for any other cause, the intention being that this easement in gross shall subsist until surrendered by the Grantee.

2.2 The Grantor covenants with the Grantee that the grant of the easement in gross in this Instrument shall be exclusive to the Grantee, and the Grantor will not grant to any other person any rights (of any nature whatsoever) over the Easement Land without the prior written consent of the Grantee.

2.3 Nothing in this Instrument will compel the Grantee to exercise the rights granted to it under this Instrument.

**3. GRANTEE'S OBLIGATIONS**

3.1 The Grantee shall:

- (a) in undertaking any Works cause as little damage as reasonably possible to the Land and as little inconvenience as reasonably possible to the Grantor and/or the Grantor's tenants, licensees and other persons who have the right to use the Land;
- (b) ensure that the Pipelines are buried so that the Pipelines do not interfere with the ordinary cultivation of the Land (subject to the Rights and clause 4.1(c) ); and

**9.4: MOKAU ESTUARY PROPERTY EASEMENT IN GROSS TO FIRST GAS LIMITED**

- (c) following it undertaking any Works, in a good and workmanlike manner fill in any opening in the surface of the Land as soon as possible after the Works have been completed and restore the surface of the Land as nearly as reasonably possible to its former condition (unless otherwise agreed).

**4. GRANTOR'S OBLIGATIONS**

**4.1** The Grantor shall not (without the prior written consent of the Grantee):

- (a) place or allow to be placed any buildings, fences or other erections and structures on the Easement Land;
- (b) allow any tree or shrub to grow on the Easement Land;
- (c) disturb or permit to be disturbed the soil below a depth of 400 millimetres from the surface of the Easement Land or remove any soil from the Easement Land;
- (d) permit to be done any act on the Easement Land that interferes with or affects the use of the Easement Land for the Permitted Uses or the exercise by the Grantee of the Rights; and
- (e) interfere with or allow any interference with the Pipelines or allow any activities which would or could damage or endanger the Pipelines or the use of the Pipelines;

The Grantee may provide its written consent subject to reasonable conditions including the power to revoke the consent in specified circumstances which will only be done in consultation and discussion in good faith with the Grantor.

**4.2** Should the Grantor fail to observe or breach any of its obligations contained in this clause 4, then the Grantee shall serve a written notice on the Grantor specifying the default and requiring the Grantor to remedy the default within a reasonable time. If the Grantor has not remedied the default within the specified reasonable time then the Grantee may remedy any such failure to observe or breach and the Grantor shall reimburse the Grantee for the cost of any such remedy.

**5. MAINTENANCE**

The Grantee shall, subject to any other written agreement between the Grantor and the Grantee, at its cost keep the Pipelines in good and substantial repair until the Pipelines are removed or abandoned (in accordance with clause 8).

**6. OWNERSHIP**

Subject to the provisions of clause 8, the Pipelines are and will remain the sole property of the Grantee.

**7. STATUTORY RIGHTS AND POWERS**

The rights granted to the Grantee under this Instrument are not in substitution for and are without prejudice to all statutory rights the Grantee has now or may have in the future in respect of the Land and the Easement Land.

**8. SURRENDER OF PIPELINES**

In the event that the Grantee determines (in its sole discretion) that it no longer requires the Pipelines (or any part thereof), the Grantee may, on written notice to the Grantor, surrender, abandon and transfer the Pipelines to the Grantor (without payment of compensation of any kind) from the date specified in the Grantee's notice and the Grantor acknowledges that from such date the Grantee shall have no further liability or obligations of any kind in respect of the Pipelines.

**9. NOMINATION OF GRANTEE**

The Grantee may, by serving written notice to that effect on the Grantor (and without prejudice to the rights of the Grantee pursuant to section 291 Property Law Act 2007) nominate any person to exercise (either together with the Grantee or otherwise) any of the rights granted to the Grantee hereunder and may require the Grantor to grant to such person an easement substantially in the form of this Instrument in respect of such rights.

**10. ASSIGNMENT**

The Grantee may transfer, assign or license all or any part of its interest under this Instrument without the Grantor's consent. The Grantor will release the Grantee from all future liability under this Instrument effective from the date of assignment or transfer.

**11. GRANTOR TO NOTIFY OCCUPIER**

The Grantor shall notify every occupier of the Land (including but not limited to lessees or licensees of the Land) of the terms of this Instrument and shall procure that any such occupier or lessee or licensee

**12. NOTICES**

**12.1** Any notices or documents required or authorised to be delivered or served under this Instrument may be delivered or served:

- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
- (b) by facsimile; or
- (c) by email.

**12.2** Any notice or other document will be treated as delivered or served and received by the other party:

- (a) on personal delivery; or
- (b) three (3) days after being posted by prepaid registered post; or
- (c) on completion of an error free transmission, when sent by facsimile; or
- (d) if sent by email, by a written acknowledgement from the party or the party's Solicitor (by return email, or otherwise in writing), except that return emails generated automatically shall not constitute an acknowledgement.

**9.4: MOKAU ESTUARY PROPERTY EASEMENT IN GROSS TO FIRST GAS LIMITED**

**12.3** Any notice or document to be delivered or served under this Instrument must be in writing and may be signed by (or in the case of email, sent from) the party or any attorney, officer, employee or solicitor for the party serving or giving the notice, or any other person authorised by that party.

**13. DISPUTES**

**13.1** If any dispute arises between the Grantor and the Grantee concerning the rights created by this Instrument and the parties are unable to resolve that dispute through good faith negotiations and the dispute is not resolved within one (1) month of the date on which the parties began their negotiations:

- (a) to the extent that the dispute falls within the categories of a complaint dealt with pursuant to the Energy Complaints Scheme, the parties shall comply with the provisions of the general rules and scheme rules for the Energy Complaints Scheme; and
- (b) to the extent that the dispute does not come within the provisions of clause 13.1(a):
  - (i) the dispute shall be referred to a senior manager or executive of each of the Grantor and the Grantee who shall enter into negotiations in good faith to resolve the dispute; or
  - (ii) either party may refer the matter to arbitration pursuant to the Arbitration Act 1996.

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**9.5 MANGAOKEWA PROPERTY RIGHT TO CONVEY WATER EASEMENT**

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## 9.5: MANGAOKEWA PROPERTY RIGHT TO CONVEY WATER EASEMENT

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Land registration district**

[Insert]
----------

[BARCODE]
-----------

**Grantor**

<u>Her Majesty the Queen</u> acting by and through the Minister of Conservation
---

**Grantee**

The Trustees of [ <i>insert governance entity</i> ] [ <i>insert names of Trustees</i> ]
---

**Grant of Easement or *Profit à prendre***

<b>The Grantor</b> being the registered owner of the burdened land set out in Schedule A <b>grants to the Grantee</b> (and, if so stated, in gross) the easement(s) or <i>profit(s) à prendre</i> set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)
---

Dated this                      day of                      20
--

**Attestation**

See Annexure Schedule	Signed in my presence by the Grantee
	<i>Signature of witness</i> <b>Witness Name</b> <b>Occupation</b> <b>Address</b>

DOCUMENTS

9.5: MANGAOKEWA PROPERTY RIGHT TO CONVEY WATER EASEMENT

<p>Signed for and on behalf of <b>Her Majesty the Queen</b> as grantor by</p>	<p><b>Signed in my presence by the Grantor</b></p>
<p>[Operations Manager] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and clause 2 of schedule 6 of the Public Service Act 2020</p>	<p><i>Signature of witness</i></p> <p><b>Witness Name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>
<p><b>Signature of Grantor</b></p>	

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.<sup>15</sup>

--

Certified by [Practitioner for Grantee] or [Grantee]

---

<sup>15</sup> See Regulation 14(3) Land Transfer Regulations 2018.

## 9.5: MANGAOKEWA PROPERTY RIGHT TO CONVEY WATER EASEMENT

## Schedule A

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to convey water	[The line pecked blue on deed plan OMCR-049-43 (the easement area will be generally 2 metres wide). Subject to survey]  <b>Easement Area</b>	Bed of the Mangaokewa Stream	[Section [x] on SO [x]] (formerly [section 1 on SO 56158, Section 6 Block IV Otanake Survey District, Parts Pukenui 2U1 and 2U3, Rangitoto Tuhua 64I, and Part Rangitoto Tuhua 64J]) Subject to survey]

**Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)**

The implied rights and powers are hereby **added** to by the provisions set out in the Annexure Schedule.

**ANNEXURE SCHEDULE**

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND CONDITIONS)**

**1. OPERATIVE CLAUSE**

- 1.1 Pursuant to clause [x] of the Maniapoto Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee in perpetuity the rights in this easement over the Burdened Land on the terms, conditions, covenants and restrictions contained in this Easement Instrument.
- 1.2 **Easement Facility** means the existing pipe located under the Easement Area, and subject to clause 3.3, shall include any replacement pipe.
- 1.3 **Force Majeure Event** means war, civil disorder, fire, flood, explosion, act of Government or other factor beyond the reasonable control of the Grantee whether similar or not.

**2. RIGHT TO CONVEY WATER**

- 2.1 The Grantor hereby grants to the Grantee a right to convey water over those parts of the Burdened Land identified as the Easement Area, together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 except to the extent they are expressly or impliedly modified, varied, or negated by the terms and conditions of this Easement Instrument.
- 2.2 The right to convey water:
- 2.2.1 includes the right for the Grantee in common with the Grantor to convey water in free and uninterrupted flow from the source of supply or point of entry through the Easement Facility; and
- 2.2.2 in free and unimpeded flow is limited to the extent required by any period of necessary cleansing, renewal, modification or repair of the Easement Facility.
- 2.3 The Grantor must not do nor allow to be done anything on the Burdened Land that may cause purity or flow of water in the water supply system to be diminished or polluted.

**3. GENERAL RIGHTS**

- 3.1 The Grantor must not do nor allow to be done on the Burdened Land anything that may interfere with or restrict the rights granted under this Easement Instrument, or interfere with the efficient operation of the Easement Facility.
- 3.2 The Grantee will comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations, and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Burdened Land at the request of the Grantee.
- 3.3 Before commencing any replacement or upgrade of the Easement Facility, the Grantee must first obtain the prior written consent of the Grantor (not to be unreasonably withheld).
- 3.4 The Easement Facility will at all times be and remain the property of the Grantee. The Grantee acknowledges the Easement Facility was transferred from the Grantor to the Grantee on an "as is where is" basis, and the Grantor shall have no liability for the condition of the Easement Facility or responsibility for ongoing maintenance of the Easement Facility

9.5: MANGAOKEWA PROPERTY RIGHT TO CONVEY WATER EASEMENT

**4. REPAIR, MAINTENANCE AND COSTS**

- 4.1 The Grantee is responsible for arranging the repair and maintenance of the Easement Facility, and for the associated costs, so as to keep the facility in good order and repair and preventing it from becoming a danger or nuisance (and meeting any associated requirements of the relevant local authority).
- 4.2 Clause 11 of Schedule 5 of the Land Transfer Regulations 2018 is expressly excluded from this Easement Instrument.
- 4.3 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Easement Area, or to any structures, equipment or facilities on the Easement Area or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to clause 4.4, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 4.4 Where the Grantor is found to be liable in accordance with clause 4.3, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Grantee's structures, equipment and facilities.
- 4.5 Despite anything else in clause 4 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.

**5. RIGHTS OF ENTRY**

- 5.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in this easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld but may be given subject to reasonable conditions:
- 5.1.1 enter upon the Burdened Land by a reasonable route and with all necessary tools, vehicles and equipment; and
- 5.1.2 remain on the Burdened Land for a reasonable time for the sole purpose of completing the necessary works.
- 5.2 The Grantee must ensure that as little damage or disturbance as possible is caused to:
- 5.2.1 the Burdened Land; or;
- 5.2.2 any wildlife on the Burdened Land.

**6. DEFAULT**

- 6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement Instrument:
- 6.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation,

**9.5: MANGAOKEWA PROPERTY RIGHT TO CONVEY WATER EASEMENT**

- 6.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:
- (a) meet the obligation; and
  - (b) for that purpose, enter the Burdened Land,
- 6.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and
- 6.1.4 the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

**7. SURRENDER**

- 7.1 The Grantee may surrender the whole or any part of any Easement at any time by notice to the Grantor in writing, if:
- 7.1.1 the Grantee is unable (as reasonably determined by the Grantee) to maintain or renew any authorisations necessary to carry on the activities for which the Easement is granted on terms acceptable to the Grantee;
  - 7.1.2 a Force Majeure Event occurs; or
  - 7.1.3 the Grantee determines in its discretion that it no longer requires the Easement (or any part of it).
- 7.2 Following any surrender of the Easement, the Grantee:
- 7.2.1 will promptly do all things, and sign all documents, required to enable the surrender of the Easement; and
  - 7.2.2 will remove any above ground equipment and restore the surface of the Easement Area to a similar condition as it was at Settlement Date as defined in Ngāti Maniapoto Claims Settlement Act [20xx].

9.5: MANGAOKEWA PROPERTY RIGHT TO CONVEY WATER EASEMENT

**ADDRESSES FOR SERVICE**

**1. GRANTOR'S ADDRESS:**

Department of Conservation  
Te Kuiti District Office  
78 Taupiri St,  
Te Kuiti 3910  
Waikato  
[tekuiti@doc.govt.nz](mailto:tekuiti@doc.govt.nz)  
**078781050**

**2. GRANTEE'S ADDRESS:**

**[*enter address*]**

**CONTINUATION OF "ATTESTATION"**

Signed by the following trustees of  
[insert governance entity] as Grantee:

---

[name of trustee]

In the presence of:

---

**Witness Name**

**Occupation**

**Address**

---

**9.6 MANGAOKEWA PROPERTY RIGHT OF WAY AND A RIGHT TO PLACE BRIDGE  
STRUCTURES EASEMENT**

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DOCUMENTS

9.6: MANGAOKEWA PROPERTY RIGHT OF WAY AND A RIGHT TO PLACE BRIDGE STRUCTURES EASEMENT

Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Land registration district

[Insert]

[BARCODE]

Grantor

Her Majesty the Queen acting by and through the Minister of Conservation

Grantee

The Trustees of [xxx Trust] [insert names of trustees]

Grant of Easement or *Profit à prendre*

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this                      day of                      20

Attestation

See annexure schedule	Signed in my presence by the Grantee
	Signature of witness Witness Name Occupation Address

DOCUMENTS

9.6: MANGAOKEWA PROPERTY RIGHT OF WAY AND A RIGHT TO PLACE BRIDGE STRUCTURES EASEMENT

<p>Signed for and on behalf of <b>Her Majesty the Queen</b> as grantor by</p> <p>[Operations Manager] acting for the Minister of Conservation under delegated authority pursuant to sections 57 and 58 of the Conservation Act 1987 and clause 2 of schedule 6 of the Public Service Act 2020</p>	<p><b>Signed in my presence by the Grantor</b></p> <p><i>Signature of witness</i></p> <p><b>Witness Name</b></p> <p><b>Occupation</b></p> <p><b>Address</b></p>
<p><b>Signature of Grantor</b></p>	

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.<sup>16</sup>

Certified by [Practitioner for Grantee] or [Grantee]

<sup>16</sup> See Regulation 14(3) Land Transfer Regulations 2018.

**9.6: MANGAOKEWA PROPERTY RIGHT OF WAY AND A RIGHT TO PLACE BRIDGE STRUCTURES EASEMENT**

**Schedule A**

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way and right to place bridge structures	<p>[The line pecked red on Deed plan OMCR-049-43 (the easement area will be generally 10 metres wide) subject to survey.]</p> <p align="center"><b>Easement Area 1</b></p> <p>[The line pecked green on Deed plan OMCR-049-43 (the easement area will be generally 10 metres wide) subject to survey.]</p> <p align="center"><b>Easement Area 2</b></p>	[Bed of Mangaokewa Stream]	[Section [ ] on SO [ ] (formerly [Section 1 SO 56158, Section 6 Block IV Otake SD, Parts Pukenui 2U1, Part Pukenui 2U2 and 2U3, Rangitoto Tuhua 64I, and Part Rangitoto Tuhua 64J]). Subject to survey.]

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

The implied rights and powers are hereby **varied** by the provisions set out in the Annexure Schedule

9.6: MANGAOKEWA PROPERTY RIGHT OF WAY AND A RIGHT TO  
PLACE BRIDGE STRUCTURES EASEMENT

ANNEXURE SCHEDULE

**EASEMENT RIGHTS AND POWERS (INCLUDING TERMS, COVENANTS AND  
CONDITIONS)**

**1. OPERATIVE CLAUSE**

- 1.1 Pursuant to section [x] of the Maniapoto Claims Settlement Act [20xx], the Grantor transfers and grants to the Grantee in perpetuity the right at all times to go over and along the Easement Facilities, on those parts of the Burdened Land identified as the Easement Areas, with or without any kind of vehicle, machinery or implement.
- 1.2 The right of way includes the right, subject to clause 2.4, to place, construct, maintain, operate, repair, replace and upgrade the Easement Facilities.
- 1.3 **Easement Facilities** means:
- 1.3.1 Easement Facility 1, located on Easement Area 1; and
  - 1.3.2 Easement Facility 2, located on Easement Area 2; and
  - 1.3.3 comprises the existing bridge structures located on the Easement Areas and includes any associated foundations, footings or improvements, and any replacement thereof.
- 1.4 **Force Majeure Event** means war, civil disorder, fire, flood, explosion, act of Government or other factor beyond the reasonable control of the Grantee whether similar or not.

**2. GENERAL RIGHTS**

- 2.1 The Grantor must not do nor allow to be done on the Burdened Land anything that may interfere with or restrict the rights granted under this Easement Instrument, or interfere with the efficient operation of the Easement Areas.
- 2.2 The Grantee will allow members of the public to go freely over and along the Easement Facilities on foot for the purposes of accessing the Benefited Land in accordance with its scenic reserve classification under the Reserves Act 1977.
- 2.3 The Grantee, and its employees, surveyors, contractors and other persons acting on its behalf may limit or prevent access to the Easement Facilities at any time in emergencies, for health and safety reasons, or for purpose of undertaking repairs to the Easement Facilities. Any limitation of access other than for these reasons by the Grantee, its employees, surveyors, contractors and other persons acting on its behalf must be with the prior written consent of the Grantor (not to be unreasonably withheld).
- 2.4 The Grantee will comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations, and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Burdened Land at the request of the Grantee.

**9.6: MANGAOKEWA PROPERTY RIGHT OF WAY AND A RIGHT TO  
PLACE BRIDGE STRUCTURES EASEMENT**

- 2.5 Before commencing any replacement or upgrade of an Easement Facility, the Grantee must first obtain the prior written consent of the Grantor (not to be unreasonably withheld).
- 2.6 The Easement Facilities will at all times be and remain the property of the Grantee. The Grantee acknowledges that the Grantor shall have no liability for the condition of the Easement Facilities or responsibility for ongoing maintenance of the Easement Facilities.

**3. REPAIR, MAINTENANCE AND COSTS**

- 3.1 The Grantee is responsible for arranging the repair and maintenance of the Easement Facilities, and for the associated costs, so as to keep the Easement Facilities in good order and repair and preventing them from becoming a danger or nuisance (and meeting any associated requirements of the relevant local authority).
- 3.2 Clause 11 of the Schedule 5 of the Land Transfer Regulations 2018 is expressly excluded from this Easement Instrument.
- 3.3 The Grantor is not liable and does not accept any responsibility for damage to or interference with the Easement Areas, or to any structures, equipment or facilities on the Easement Areas or any other indirect or consequential damage or loss due to any natural disaster, vandalism, sabotage, fire, or exposure to the elements except where, subject to 3.4, such damage or interference is caused by any wilful act or omission of the Grantor, the Grantor's employees, agents or contractors.
- 3.4 Where the Grantor is found to be liable in accordance with clause 3.3, the total extent of the Grantor's liability is limited to \$1,000,000 in respect of the Grantee's structures, equipment and facilities.
- 3.5 Despite anything else in clause 3 the Grantor is not liable for any indirect or consequential damage or loss howsoever caused.

**4. RIGHT OF ENTRY**

- 4.1 When exercising its rights of entry under this Easement Instrument, the Grantee shall, so far as possible, limit its entry to those parts of the Burdened Land directly under or adjacent to the Easement Facilities.
- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the:
- 4.2.1 Burdened Land; or
  - 4.2.2 any wildlife on the Burdened Land.

**5. COMPLIANCE WITH LEGISLATION**

- 5.1 The Grantee will:
- (a) comply with all relevant legislation, regulations and bylaws affecting the Burdened Land and the Grantee's use of it (including the Health and Safety at Work Act 2015);

**9.6: MANGAOKEWA PROPERTY RIGHT OF WAY AND A RIGHT TO  
PLACE BRIDGE STRUCTURES EASEMENT**

- (b) not cause or allow any act that would cause nuisance or annoyance to the Grantor or any neighbours, or cause contamination of the Burdened Land; and
- (c) at its cost, obtain and comply with any required resource consents, permits, and other planning approvals required for its use of the Burdened Land.

**6. DEFAULT**

6.1 If the Grantor or the Grantee does not meet the obligations implied or specified in this Easement Instrument:

6.1.1 the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation,

6.1.2 if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may:

- (a) meet the obligation; and
- (b) for that purpose, enter the Burdened Land,

6.1.3 the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation; and

6.1.4 the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

**7. SURRENDER**

7.1 The Grantee may surrender the whole or any part of this Easement at any time by notice to the Grantor in writing, if:

7.1.1 the Grantee is unable (as reasonably determined by the Grantee) to maintain or renew any authorisations necessary to carry on the activities for which the Easement is granted on terms acceptable to the Grantee;

7.1.2 a Force Majeure Event occurs; or

7.1.3 the Grantee determines in its discretion that it no longer requires the Easement (or any part of it).

**9.6: MANGAOKEWA PROPERTY RIGHT OF WAY AND A RIGHT TO  
PLACE BRIDGE STRUCTURES EASEMENT**

**ADDRESSES FOR SERVICE**

**1. GRANTOR'S ADDRESS:**

*[enter address]*

**2. GRANTEE'S ADDRESS:**

*[enter address]*

9.6: MANGAOKEWA PROPERTY RIGHT OF WAY AND A RIGHT TO PLACE BRIDGE STRUCTURES EASEMENT

CONTINUATION OF "ATTESTATION"

Signed by the following trustees of Te Nehenehenui Trust as Grantee:

---

[name of trustee]

In the presence of:

---

**Witness Name**

**Occupation**

**Address**

---

**10. ENCUMBRANCES FOR LICENSED LAND**

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**10.1 TYPE A EASEMENT**

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DOCUMENTS

10.1: TYPE A EASEMENT

<p><b>Signed on behalf of Her Majesty the Queen by</b></p> <p>acting under a delegation from the Minister of Conservation</p> <hr/> <p><b>Signature of Grantee</b></p>	<p><b>Signed in my presence by the Grantee:</b></p> <hr/> <p><i>Signature of Witness</i></p> <p><b>Witness Name:</b></p> <p><b>Occupation:</b></p> <p><b>Address:</b></p>
--	---

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

DOCUMENTS

10.1: TYPE A EASEMENT

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Burdened land (Record of title)	Benefited land (Record of title or in gross)
<b>Right of Way</b>	<b>[to be inserted]</b>  <b>The Easement Area</b>	<b>[to be inserted]</b>  <b>The Grantor's Land</b>	<b>In gross</b>

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are **varied by** the provisions set out in Annexure Schedules 1 and 2.

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

## ANNEXURE SCHEDULE 1

Easement Instrument	Dated:	Page of pages
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## 1 DEFINITIONS AND CONSTRUCTION

### 1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

**"Crown Forestry Licence"** means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

**"Crown Forestry Licensee"** means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

*[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]*

**"Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, employees, contractors, licensees and invitees of the Minister but does not include members of the general public.

### 1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;
- 1.2.2 references to clauses and the Schedules are to the clauses and the Schedules of this Easement Instrument;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

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

10.1: TYPE A EASEMENT

Easement Instrument	Dated:	Page of pages
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**2 GRANT OF ACCESS RIGHTS**

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [insert details] (the "Easement Area") together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 2.2 The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this Easement Instrument.
- 2.3 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

**3 OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
  - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
  - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
  - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

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

**DOCUMENTS**

**10.1: TYPE A EASEMENT**

Easement Instrument	Dated:	Page    of    pages
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- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
  - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
  
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
  
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks PROVIDED THAT the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
  
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
  
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.

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

**DOCUMENTS**

**10.1: TYPE A EASEMENT**

Easement Instrument	Dated:	Page    of    pages
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- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or
  - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

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

10.1: TYPE A EASEMENT

Easement Instrument	Dated:	Page of pages
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3.12 Clauses 3.13 to 3.16 do not limit clause 3.11 and apply to the exercise of rights and compliance with obligations under this Easement Instrument.

3.13 In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:

3.13.1 the Grantor; and

3.13.2 other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Grantor's Land

in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.

3.14 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Grantor's Land at the request of the Grantee.

3.15 The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Grantor's Land.

3.16 The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and/or the health and safety of persons on the Grantor's Land.

**4 GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage PROVIDED THAT the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

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

10.1: TYPE A EASEMENT

Easement Instrument	Dated:	Page of pages
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**5 COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

**6 LICENCE**

**[this clause will be omitted if there is no crown forestry licence at the time this easement is granted]**

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

**7 ASSIGNMENT**

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

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

10.1: TYPE A EASEMENT

Easement Instrument	Dated:	Page of pages
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**8 DELEGATION**

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

**9 NOTICES**

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of Annexure Schedule 2; and

9.1.2 the Grantee's address as set out in paragraph 2 of Annexure Schedule 2.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

**10 SEVERABILITY**

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

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

DOCUMENTS

10.1: TYPE A EASEMENT

Easement Instrument	Dated:	Page of pages
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Continuation of "Attestation"

*Signed* for and on behalf of [**names of trustees of [insert] Trust to be inserted**] as Grantor by:

---

*In the presence of:*

---

Name:  
Occupation:  
Address:

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

DOCUMENTS

10.1: TYPE A EASEMENT

ANNEXURE SCHEDULE 2

Easement Instrument	Dated:	Page	of	pages
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**1 GRANTOR'S ADDRESS:**

***[Name of [insert] Trust to be inserted]***

*[enter address]*

**2 GRANTEE'S ADDRESS:**

Department of Conservation

*[enter address]*

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

---

**10.2 TYPE B EASEMENT**

---

Date

**PARTIES**

- 1 **HER MAJESTY THE QUEEN** in right of New Zealand acting by and through the Minister of Conservation (the "**Grantor**")
- 2 [the trustees of the [insert] Trust] [insert names of trustees] (the "**Grantee**")

**BACKGROUND**

- A. The Grantee wishes to enter upon and cross the Grantor's Land for the purpose of gaining access to and egress from the Grantee's Land (as herein defined).
- B. The Grantor has agreed to allow the Grantee to enter upon and cross the Grantor's Land, for the purposes of enabling the Grantee to gain access to and egress from the Grantee's Land on the terms and conditions set out in this Deed.

**BY THIS DEED IT IS AGREED AND DECLARED** as follows:

1 **DEFINITIONS AND CONSTRUCTION**

1.1 **Definitions**

In this Deed, unless the context otherwise requires:

**"Commencement Date"** means the date first written above;

**"Deed"** means this deed, the Background and the Schedule annexed hereto;

**"Grantee"** also includes the registered proprietors of the Grantee's Land and the licensees, lessees, employees, agents, contractors, successors and assigns of the Grantee;

**"Grantor"** also includes the other registered proprietors from time to time of the Grantor's Land;

**"Grantee's Land"** means the land described in paragraph 3 of the First Schedule;

**"Grantor's Land"** means the land described in paragraph 1 of the First Schedule and includes any part thereof;

*[The following definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]*

**"Crown Forestry Licence"** means a Crown Forestry Licence granted under section 14 of the Crown Forest Assets Act 1989;

**"Crown Forestry Licensee"** means the Licensee under a Crown Forestry Licence over the Grantee's Land and includes the employees, agents, contractors and successors and assigns of the Crown Forestry Licensee;]

10.2: TYPE B EASEMENT

1.2 **Construction**

In the construction of this Deed unless the context otherwise requires:

- 1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Deed;
- 1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Deed;
- 1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and
- 1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

2 **GRANT OF ACCESS RIGHTS**

- 2.1 Pursuant to section [*enter appropriate section and title of settlement legislation*] the Grantor hereby grants to the Grantee a right of way over that part of the Grantor's Land shown marked [ ] on DP [ ] together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Deed to the intent that the easement shall be forever appurtenant to the Grantee's Land as set out in the First Schedule.
- 2.2 The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this Deed.
- 2.3 In consideration of the Grantor agreeing to enter into this Deed the Grantee shall duly observe the obligations imposed on it under this Deed.

3 **OBLIGATIONS OF THE GRANTEE**

The rights and powers conferred under clause 2 of this Deed are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
  - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
  - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor provided that the Grantee shall be permitted, without limitation to use any class of vehicle which is ordinarily used in a production forest (including, but not limited to, haulers and heavy logging trucks);
  - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;

10.2: TYPE B EASEMENT

- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any vegetation on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
  - (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.
- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs shall not purport to close the road or restrict public access to the Grantor's Land, are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Deed that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
  - 3.7.2 alter the location of the road; or
  - 3.7.3 alter the way in which the run-off from the road is disposed of; or
  - 3.7.4 change the nature of the road surface; or

10.2: TYPE B EASEMENT

- 3.7.5 park or store equipment or material on the Grantor's Land,  
without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any vegetation on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations, in exercising or complying with obligations under this Deed.
- 3.12 Without limiting clause 3.11, the Grantee shall comply with the Conservation Act 1987 and the Acts in its First Schedule where relevant, and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Deed. Provided that pursuant to section [***enter appropriate section and title of settlement legislation***], this easement will be enforceable in accordance with its terms, notwithstanding Part 3B of the Conservation Act 1987.
- 3.13 Clauses 3.14 to 3.17 do not limit clause 3.11 and apply to the exercise of rights and compliance with obligations under this Deed.
- 3.14 In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:
- 3.14.1 the Grantor; and
- 3.14.2 other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Grantor's Land
- in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.
- 3.15 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Grantor's Land at the request of the Grantee.
- 3.16 The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Grantor's Land.

10.2: TYPE B EASEMENT

3.17 The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and/or the health and safety of persons on the Grantor's Land.

4 **GRANTOR'S RIGHTS**

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

5 **COSTS**

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the enforcement of any provision in this Deed.

6 **LICENCE**

*[This clause will be omitted if there is no Crown Forestry Licence at the time this easement is granted]*

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantee's Land, under which the Crown Forestry Licensee has rights in respect of the Grantor's Land, and this Deed is entered into subject to, and the rights under it must not be exercised in a manner inconsistent with those rights of the Crown Forestry Licensee.

7 **REGISTRATION**

The parties shall take and do all such acts and things necessary to ensure that this Deed (or an Easement Instrument Grant of Right of Way on substantially the same terms) is registered as soon as the Registrar-General of Land confirms that this Deed, or such an easement instrument, can be registered against the Grantor's Land.

8 **DELEGATION**

All rights, benefits, and obligations of a party to this Deed arising under this Deed may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Deed.

9 **NOTICES**

9.1 Any notice to be given by one party under this Deed to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party:

9.1.1 the Grantor's address as set out in paragraph 2 of the First Schedule;

9.1.2 the Grantee's address as set out in paragraph 4 of the First Schedule.

9.2 Any notice posted shall be deemed to be served four (4) working days after the date of posting.

10.2: TYPE B EASEMENT

10 **SEVERABILITY**

If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Deed which shall remain in full force.

11 **DISPUTES RESOLUTION**

Should any dispute arise between the parties touching any matter relating to this Deed then:

- 11.1 any dispute will be defined by written notice by the party raising it to the other and will forthwith be discussed (on a "without prejudice" basis) by the parties in an attempt to resolve their differences amicably, including, with the agreement of both parties, the discussion extending to a mediation discussion in the presence of an experienced mediator (who will be agreed between the parties or, failing agreement, a mediator appointed by the President for the time being of the New Zealand Law Society);
- 11.2 if such discussion or mediation between the parties fails to produce any agreement, within 14 days of receipt by the other party of the written notice, the matter in dispute will be referred to arbitration in accordance with the Arbitration Act 1996;
- 11.3 the arbitration will be commenced by either party giving to the other notice in writing stating the subject matter and details of the difference and that party's desire to have the matter referred to arbitration;
- 11.4 the arbitration will be by one arbitrator to be agreed by the parties and, failing agreement, as appointed by the then President of the New Zealand Law Society or its successor. The award in the arbitration will be final and binding on the parties.

**IN WITNESS WHEREOF** this Deed has been duly executed on the date first written above.

DOCUMENTS

10.2: TYPE B EASEMENT

**SIGNED** for and on behalf of )  
**HER MAJESTY THE QUEEN** as Grantor by )  
\_\_\_\_\_ )

**[Operations Manager]** acting for the  
Minister of Conservation under delegated  
authority pursuant to sections 57 and 58 of  
the Conservation Act 1987 and section 41  
of the State Sector Act 1988  
in the presence of:

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SIGNED** by the trustees of )  
**[name of Trust to be inserted]** as )  
Grantee by **[include signing block** )  
**for each trustee]:** )  
in the presence of: \_\_\_\_\_ )

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

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

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

10.2: TYPE B EASEMENT

FIRST SCHEDULE

1 GRANTOR'S LAND:

*[enter details]*

2. GRANTOR'S ADDRESS:

Department of Conservation

*[enter address details]*

3. GRANTEE'S LAND:

*[enter details]*

4. GRANTEE'S ADDRESS:

***[Name of Trust to be inserted]***

*[enter address details]*

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**11. LEASES FOR LEASEBACK PROPERTIES**

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**11.1 LEASE WITH THE MINISTRY OF EDUCATION**

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11.1: LEASE WITH THE MINISTRY OF EDUCATION

MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)



Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

[ ]	[ ]	[ ]
-----	-----	-----

Lessor

[ ]

Lessee

**HER MAJESTY THE QUEEN** for education purposes

Estate or Interest

*Insert "fee simple"; "leasehold in lease number " etc.*

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected record of title(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

DOCUMENTS

11.1: LEASE WITH THE MINISTRY OF EDUCATION

Form F *continued*

Attestation

Signature of the Lessor	Signed in my presence by the Lessor
<hr/> <p>[            ]</p>	<hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr/> <p>[            ]</p>	<hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr/> <p>[            ]</p>	<hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr/> <p>[            ]</p>	<hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

DOCUMENTS

11.1: LEASE WITH THE MINISTRY OF EDUCATION

<p>_____</p> <p>[                    ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[                    ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[                    ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p><b>Signature of the Lessee</b></p> <p>_____</p> <p>Signed for and on behalf of <b>HER MAJESTY THE QUEEN</b> as Lessee by [                    ] (acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p><b>Signed in my presence by the Lessee</b></p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

Certified correct for the purposes of the Land Transfer Act 2017

\_\_\_\_\_

Solicitor for the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

**Form F** *continued***Annexure Schedule***Insert instrument type*

Lease Instrument

**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between [*insert name of claimant group*] and the Crown, under which the parties agreed to transfer the Land to [*insert name of post-settlement governance entity*] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**SCHEDULE A****ITEM 1 THE LAND***[insert full legal description - note that improvements are excluded].***ITEM 2 START DATE***[insert start date].***ITEM 3 ANNUAL RENT**

\$(*insert agreed rent*) plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

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







**SCHEDULE B**

**1 Definitions**

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.4 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
  - (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise; and
- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).

11.1: LEASE WITH THE MINISTRY OF EDUCATION

- 1.6 "Department" has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 "Maintenance" includes repair.
- 1.12 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

**2 Payment of Annual Rent**

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.5% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.5% of the lesser of:
  - (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on 3.5% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

11.1: LEASE WITH THE MINISTRY OF EDUCATION

- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
  - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.
  - (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
  - (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
  - (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
  - (e) The parties must try to agree on a new Annual Rent.
  - (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
    - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
    - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
  - (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business

**11.1: LEASE WITH THE MINISTRY OF EDUCATION**

Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.

- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

**4 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**5 Valuation Roll**

Where this Lease is registered under section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**6 Utility Charges**

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**7 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

11.1: LEASE WITH THE MINISTRY OF EDUCATION

**8 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**9 Permitted Use of Land**

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

**10 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

**11 Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

**12 Hazards**

- 12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.
- 12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**13 Damage or Destruction**

**13.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

**13.2 Partial Destruction**

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:

11.1: LEASE WITH THE MINISTRY OF EDUCATION

- (i) the repair and reinstatement of the Land have been completed; and
  - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
  - (ii) any necessary council consents shall not be obtainable,
- then the term will terminate with effect from the date that either such fact is established.

**13.3 Natural Disaster or Civil Defence Emergency**

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
  - (i) such inability ceases; or
  - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.
- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
  - (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

**14 Contamination**

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

11.1: LEASE WITH THE MINISTRY OF EDUCATION

14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**15 Easements**

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

**16 Lessee's Improvements**

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.

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- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 17 Rubbish Removal**
- The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.
- 18 Signs**
- The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.
- 19 Insurance**
- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.
- 20 Fencing**
- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.
- 21 Quiet Enjoyment**
- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.
- 22 Assignment**
- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
  - (b) any other party provided that the assignment complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

11.1: LEASE WITH THE MINISTRY OF EDUCATION

- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

**23 Subletting**

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

**24 Occupancy by School Board of Trustees**

- 24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.
- 24.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

**25 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**26 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**27 Notice of Breach**

- 27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach

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on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**28 Renewal**

28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

28.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**29 Right of First Refusal for Lessor's Interest**

29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

**30 Exclusion of Implied Provisions**

11.1: LEASE WITH THE MINISTRY OF EDUCATION

30.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

- (a) Clause 11 – Power to inspect premises.

**31 Entire Agreement**

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

**32 Disputes**

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

**33 Service of Notices**

33.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education  
Ministry of Education  
PO Box 1666  
WELLINGTON 6140

33.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

*[insert contact details]*

33.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

**34 Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

**35 Costs**

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

**36 Limitation of Liability**

36.1 If any person enters into this lease as trustee of a trust, then that person warrants that:

- (a) that person has power to enter into this lease under the terms of the trust; and
- (b) that person has properly signed this lease in accordance with the terms of the trust; and

11.1: LEASE WITH THE MINISTRY OF EDUCATION

- (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
  - (d) all of the persons who are trustees of the trust have approved entry into this lease.
- 36.2 If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

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**11.2 LEASE WITH THE MINISTRY OF JUSTICE**

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11.2: LEASE WITH THE MINISTRY OF JUSTICE

This Lease represents the Ministry of Justice template Leaseback Lease version as at March 2021. Where particular circumstances justify minor amendments to the Lease version at the date of settlement, the Ministry will negotiate in good faith to mutually agree required amendments.

(MINISTRY OF JUSTICE)

LESSOR:

[IWI GOVERNANCE ENTITY]

Correct for the purposes of the  
Land Transfer Act 2017

.....  
SOLICITOR FOR THE LESSEE

LESSEE:

HER MAJESTY THE QUEEN

acting by and through the Chief  
Executive of the Ministry of Justice

Particulars entered in the  
Register as shown herein  
on the date and at the  
time endorsed below

---

**MEMORANDUM OF LEASE**

---

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THE CHIEF EXECUTIVE  
MINISTRY OF JUSTICE  
WELLINGTON

11.2: LEASE WITH THE MINISTRY OF JUSTICE

**MINISTRY OF JUSTICE**  
**LONG TERM LEASE OF BARE GROUND**  
**FOR COURTHOUSE PURPOSES**

**[IWI GOVERNANCE ENTITY]** (hereafter called "**the Lessor**") being registered as proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed on Record of Title for a fee simple estate [ ] Registry, in that piece of land situated [ ] containing [ ] square metres more or less, situated at the corner of [insert address] being [ ] and being comprised and described therein.

does hereby lease to **HER MAJESTY THE QUEEN** acting through the Chief Executive of the Ministry of Justice (hereafter called "**the Lessee**") all the said land (hereafter called "**the Land**") to be held by the Lessee as tenant for a term of five (5) years at the yearly rental of [**\$** ] plus GST payable annually in advance on the first day of [---- 20--] in each year during the continuance of this Lease subject to the covenants, conditions and restrictions set forth in Schedules A and B following.

*The Lessee doth hereby accept the lease of the above described land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants set forth in Schedules A and B following.*

Dated this [ ] day of [ ] 20--]

**SIGNED** by **[IWI GOVERNANCE ENTITY]** )

**GOVERNANCE ENTITY** as Lessor )

**SIGNED** for and on behalf of **HER** )

**MAJESTY THE QUEEN** as Lessee )

by **Fraser Gibbs** )

(acting by and through the Chief )

Executive of the Ministry of Justice) )

**SCHEDULE A**

**ITEM 1 THE LAND**

All that parcel of land being the Land previously specified.

**ITEM 2 THE COMMENCEMENT DATE**

The commencement date of this Lease shall be the [ ] day of [ ] 20--].

**ITEM 3 ANNUAL RENTAL**

*[Value in words (\$0.00)]*

*per annum plus GST payable annually in advance on the first day of each year during the continuance of this lease with a first payment due on the [ ] day of [ ] 20--].*

**ITEM 4 TERM OF LEASE**

**4.1 Initial term**

Five (5) years from the Commencement Date to determination on the [ ] day of [ ] 20 .

**4.2 Subsequent terms**

Perpetual rights of renewal of five (5) years each from the [ ] day of [ ] 20 and each 5th anniversary after that date.

**ITEM 5 LESSEE OUTGOINGS**

- 5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority excluding only taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 Charges for water, gas, electricity, telephones and other utilities or services.
- 5.3 Rubbish collection charges.
- 5.4 All costs associated with the repair, maintenance or replacement of any fencing on the land.

**ITEM 6 PERMITTED USE**

- 6.1 For any Justice Sector related purposes including (but not limited to) a courthouse and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a courthouse on the Land, or any other use which conforms with the local Code of Ordinances or District Plan applying to the premises.
- 6.2 Any secondary use for government works under the Public Works Act 1981 if a part of the land but not a significant part being more than half of the Land, is not required for Courthouse purposes. or
- 6.3 Any use of the Land or any part of the Land consented to by the Lessee as sub Lessor under clause 4.01 of this Lease where both the sub lease and the use of the Land comply with the requirements of clause 4.01.

11.2: LEASE WITH THE MINISTRY OF JUSTICE

**ITEM 7            RIGHTS OF RENEWAL**

Renewable as provided in Item 4.2 above.

**ITEM 8            RENT REVIEW DATES**

Five (5) yearly from the Commencement Date of this Lease.

**ITEM 9            LESSOR'S PROPERTY**

Nil.

**ITEM 10          LESSEE'S IMPROVEMENTS**

All buildings and other improvements together with foundations, sub-soil works and services now or hereafter constructed on the Land by the Lessee or any agent or permitted occupier of the Lessee including, without limitation, the court house building, paving areas and courtyards and asphalted carpark and all fixtures, fittings and chattels therein contained.

**ITEM 11          CLAUSE 3.04(b) CHARGEHOLDER'S NOTICE**

To:                [The Lessor]  
  
                      (hereafter called "**the Lessor**")

And to:            [The Lessee]  
  
                      (hereafter called "**the Lessee**")

From:             [Mortgagee / Chargeholder]  
  
                      (hereafter called "**the Lender**")

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("**the Land**") which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

- (i) It has notice of the provisions of clause 3.04(b) and (c) of the said Lease; and
- (ii) It agrees that any Lessee's Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease (hereafter collectively called "**the relevant period**");
- (iii) It will not claim any interest in any Lessee's Improvements under the security for its loan during the relevant period irrespective of how any Lessee's Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;
- (iv) It agrees that this acknowledgement is irrevocable.

11.2: LEASE WITH THE MINISTRY OF JUSTICE

**SCHEDULE \*\*\***

[That parcel of land containing ]

.....

**(LENDER EXECUTION)**

/ / 20

**ITEM 12 CLAUSE 3.04(c) CHARGEHOLDER'S NOTICE**

**To: [The Lessor]**  
(hereafter called "**the Lessor**")

**And to: [The Lessee]**  
(hereafter called "**the Lessee**")

**From: [Mortgagee/Chargeholder]**  
(hereafter called "**the Lender**")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("**the Security**") given by the Lessor over the land described in the Schedule below ("**the Land**") it had notice of and agreed to be bound by the provisions of clause 3.04(c) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- (i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;
- (ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease.

**ITEM 13 ADDRESS FOR SERVICE**

**Lessor: [IWI GOVERNANCE ENTITY]**

\_\_\_\_\_  
[City/Town]

Attn: General Manager

Facsimile:

**Lessee: Chief Executive**  
Ministry of Justice  
Level 3  
Justice Centre  
Aitken Street  
WELLINGTON (DX SX 10088, WELLINGTON)  
Facsimile: (04) 918 8820

SCHEDULE B

PART I - PRELIMINARY

1.00 DEFINITIONS AND INTERPRETATION

1.01 In this Lease:

(a) The expression "**the Lessor**" shall include and bind:

(i) the persons executing this lease as Lessor; and

(ii) any Lessor for the time being under it; and

(iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.

(b) The expression "**the Lessee**" shall include and bind:

(i) the person executing this lease as Lessee;

(ii) all the Lessees for the time being under it; and

(iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;

and the expression "**the Lessee**" shall include the Lessee's agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.

(c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.02 "**Goods and Services Tax**" or "**GST**" means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.

1.03 "**Government Work**" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.

1.04 "**Lease**" means, unless the context otherwise requires, this lease and any further or renewal term thereof.

1.05 "**Lessee's Improvements**" shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude "Lessor's Property".

1.06 "**Lessee's Outgoings**" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.

11.2: LEASE WITH THE MINISTRY OF JUSTICE

- 1.07 **"Lessor's Property"** means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.
- 1.08 **"Value of the Land"** means the market value of the freehold interest in the Land as at the relevant rent review date, as vacant land in an unsubdivided state assessed in accordance with its then current underlying zoning or a courthouse, whichever is the greater, LESS a discount of twenty percent (20%) to reflect the terms and conditions of this Lease while the Ministry of Justice remains the Lessee.
- 1.09 **"The Land"**, **"The Commencement Date"**, **"Annual Rental"**, **"Term of the Lease"** and **"Permitted Use"** shall have the meanings ascribed to them in Schedule A.
- 1.10 The term **"to sublet"** shall include the granting of a licence to occupy the Land or part thereof and "subletting" and "sublease" shall be construed accordingly.
- 1.11 References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.12 A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.13 Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

**PART II - LESSEE'S COVENANTS**

**2.00 LESSEE'S COVENANTS**

**2.01 ANNUAL RENT**

- (a) Throughout the term of this Lease, including following the exercise of any rights of renewal by the Lessee, the Lessee shall pay rental as assessed in accordance with Schedule C for the Land which shall be adjusted on each rent review date and shall be assessed in accordance with clause 4.05 and Schedule C noting that for so long as the Lessee is Her Majesty the Queen acting by and through the Chief Executive of the Ministry of Justice and for so long as the Lessee is using the land for the purpose of a Courthouse, the rent payable shall reflect the terms of this Lease and the use to which the Lessee is putting the Land, as a Courthouse.
- (b) The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

**2.02 PAYMENT OF LESSEE OUTGOINGS**

- (a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.

11.2: LEASE WITH THE MINISTRY OF JUSTICE

- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

**2.03 USE OF LAND**

The Lessee shall not, without the prior written consent of the Lessor first had and obtained, use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A which consent may be given or withheld at the absolute discretion in all things of the Lessor. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

**2.04 COMPLIANCE WITH LAW**

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.

**2.05 AVOIDANCE OF DANGER**

The Lessee shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- (b) Promptly remedy any danger or hazard that may arise on the Land;
- (c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

**2.06 MAINTENANCE OF LESSEE'S IMPROVEMENTS**

The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease.

**2.07 NO LESSOR MAINTENANCE**

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

**2.08 LESSEE'S FURTHER MAINTENANCE AND REPAIR OBLIGATIONS**

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of the Lessor

11.2: LEASE WITH THE MINISTRY OF JUSTICE

and take any steps necessary to control any pest infestation occurring on or emanating from the Land.

**2.09 SIGNAGE**

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby.

**2.10 INSURANCE**

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).
- (b) The provisions of this clause shall be of no application whilst the Lessee is **HER MAJESTY THE QUEEN**.

**2.11 SUNDRY LESSEE ACKNOWLEDGEMENTS**

The Lessee acknowledges:

- (a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;
- (b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

**2.12 GST**

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

**2.13 LESSEE'S ACKNOWLEDGEMENT**

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and

11.2: LEASE WITH THE MINISTRY OF JUSTICE

demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

**PART III**

**3.00 LESSOR'S COVENANTS**

**3.01 QUIET ENJOYMENT**

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

**3.02 CONSTRUCTION OF OR ALTERATIONS TO LESSEE'S IMPROVEMENTS**

The Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use of the Land and such consent shall not be unreasonably or arbitrarily withheld.

**3.03 LESSOR'S PROPERTY**

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.

**3.04 LESSOR'S ACKNOWLEDGEMENTS AS TO LESSEE'S IMPROVEMENTS**

- (a) The Lessor acknowledges in relation to Lessee's Improvements that:
  - (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;
  - (ii) Lessee's Improvements are to be fully insured by the Lessee in its own name; and
  - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.
- (b) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this

11.2: LEASE WITH THE MINISTRY OF JUSTICE

Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;

- (c) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within five (5) working days from the date of their receipt by the Lessor. If the Lessor fails to comply with the requirements of this clause 3.04(c) (time being of the essence) the Lessor shall procure the release and discharge of any mortgage or charge registered over the Land within ten (10) working days of receipt by the Lessor of a notice from the Lessee requiring such release and discharge;
- (d) That the Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

**3.05 LESSOR CONSENT TO GROUND WORKS**

- (a) Notwithstanding anything to the contrary in clauses 3.02 or 3.04(d), the Lessee shall not:
  - (i) Make any excavation of the Land; or
  - (ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;
  - (iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed alteration or interference;
  - (iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer

11.2: LEASE WITH THE MINISTRY OF JUSTICE

agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in equal shares by the parties unless the engineer otherwise so determines.

**3.06 DESIGNATION**

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, the Lessee shall promptly uplift any designation.

**3.07 PROVISION OF CERTAIN NOTICES TO THE LESSEES**

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the government valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant government department, as the case may be.

**3.08 first right of refusal to purchase**

- 3.08.1 If, at any time during the term of this Lease or any renewal thereof the Lessor shall desire to sell the Land or the Lessor is required to sell the Land by a Mortgagee or Chargeholder the Lessor and/or the Mortgagee or Chargeholder as the case may be shall give to the Lessee notice in writing of the Lessor's intention to sell the Land, the price fixed by the Lessor for such purchase, and other terms and conditions proposed by the Lessor ("the Lessor's Notice").
- 3.08.2 The Lessor's Notice must be accompanied by a signed registered valuer's certificate substantiating the price fixed by the Lessor for such purpose, failing which the Lessor's Notice shall be null and void.
- 3.08.3 The Lessee shall have thirty (30) Working Days from the date of receipt of the Lessor's notice within which to elect by notice in writing to the Lessor ("the Lessee's Notice") to purchase the Land at the price and on the terms and conditions specified in the Lessor's Notice.
- 3.08.4 Upon the Lessee having exercised the Lessee's option to purchase by serving the Lessee's Notice pursuant to clause 3.08.3 the parties will be deemed to have entered into a contract for the sale and purchase of the Land on the terms of the agreement at the date of the exercise of the right then in use by the New Zealand Law Society in association with the Real Estate Institute of New Zealand.
- 3.08.5 The Lessee shall within eighty (80) Working Days of receipt by the Lessor of the Lessee's Notice complete the purchase by making payment to the Lessor of the purchase price specified in the Lessor's Notice plus GST (if any) and all rent, outgoings and other amounts payable and due or accruing due under the Lease up to the date of settlement. Upon such payment being made by the Lessee to the

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Lessor the Lessor will transfer the Land to the Lessee for an estate in fee simple free of any mortgage, charge or encumbrance.

3.08.6 If the Lessee declines to elect to purchase the Land or does not give notice within the said period of thirty (30) Working Days after receipt of the Lessor's Notice then the Lessor will be at liberty to sell the Land on the open market, PROVIDED THAT the Lessor may not offer to sell the Land to any other party at a price lower than that first offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice without first reoffering the Land by notice in writing to the Lessee for purchase at such lower price and on such terms and conditions. In such case the Lessee shall have fourteen (14) Working Days after receipt of such notice in writing within which to elect to purchase the Land at such lower price or on such more favourable terms and conditions and shall complete such purchase in the manner hereinbefore provided within eighty (80) Working Days of receiving the Lessor's amended notice.

3.08.7 The provisions of clause 3.08.6 shall apply each time the Lessor wishes to sell the Land to any other party at a price lower than that offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice where such offer has been declined by the Tenant in accordance with the provisions of clause 3.08.6.

3.08.8 The Lessor agrees that this section 3.08 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the Lessee's interest by way of the first right of refusal to purchase created by this section 3.08 at any time after the date of this Deed.

3.08.9 For the purposes of the section 3.08 the term "sale" means:

- (a) A sale, transfer, vesting or other disposition of the Lessor's registered estate and interest in the Land;
- (b) The entering into by the Lessor of a superior lease in respect of the Land;
- (c) Where the Lessor is a company, the only asset of which is the Land (or the Land together with other Land leased to the Lessee), any change or rearrangement in the beneficial ownership of the shareholding of the Lessor having the effect of altering the effective control of the Lessor

and the word "sell" shall have a corresponding meaning.

**3.09 DISPOSAL OF LESSOR'S INTEREST**

3.09.1 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided that:

3.09.1.1 the Lessor has first complied with the provisions of clause 3.08 herein on each and every occasion the Lessor proposes to dispose of the Lessor's interest in the Land; and

3.09.1.2 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

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3.09.1.3 for so long as the Lessee is a Government Agency the following further provisions shall apply:

- (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
- (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
  - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
  - (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within ten (10) working days of receiving the Lessor's advice pursuant to clause 3.09.1.3(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 3.09.1.3(2)(a) or 3.09.1.3(2)(b) above together with grounds to substantiate its reasonable apprehension within ten (10) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 3.09.1.3(2)(a) or 3.09.1.3(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) The Lessor agrees that this section 3.09 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the Lessee's interest in preventing the disposal of the Lessor's interest in the Land to a party to whom the Lessee has any reasonable objection in terms of clause 3.09.1.3(2) at any time after the date of this Deed. Such caveat shall ensure that any prospective purchaser of the Lessor's interest in the Land is aware of the provisions of this clause section 3.09 and shall prevent the Lessor disposing of its interest in the Land without first complying with the requirements of this section 3.09.

**3.10 HEALTH AND SAFETY**

The Lessor shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from the Lessor's ownership of the Land;
- (b) Take all reasonable steps to ensure that any obligations placed on the Lessor as a Person Conducting a Business or Undertaking as that term is defined in the

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Health and Safety at Work Act 2015 by virtue of the Lessor's ownership of the Land, are met;

- (c) At all material times keep in place appropriate rules and procedures in order to comply with Health and Safety at Work requirements which the Lessor is obliged by law to comply with.

**3.11 LESSOR'S ACKNOWLEDGEMENT**

The Lessor agrees that if the Land or any part of the Land has any inherent defect, whether arising prior to the Commencement Date or during the term of this Lease, the Lessee has no liability in respect of such inherent defect and the Lessor releases to the fullest extent permitted by law the Lessee, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessee or persons acting under the control of the Lessee.

**PART IV – MUTUAL COVENANTS**

**4.00 MUTUAL COVENANTS**

**4.01 ASSIGNMENT AND SUBLETTING**

- (a) The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- (b) Notwithstanding subclause (a), where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.
- (c) In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.
- (d) This clause 4.01 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- (e) For the purpose of this clause 4.01, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment

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involves a change of effective control to any of the entities mentioned in clause 4.01(f).

- (f) For the purposes of clause 4.01(a), a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- (g) Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- (h) Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.
- (i) Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by Her Majesty the Queen ("**the Crown**"), the following provisions shall apply:
  - (i) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease;
  - (ii) in the event of an assignment or transfer during any renewed Term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term or of any licence period granted pursuant to clause 4.03, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.
- (j) Where the Assignee is a party which is not a Crown entity, the Lessee will at the Lessee's own expense procure the execution by the Assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment is effected.

**4.02 LESSOR MAY REMEDY LESSEE DEFAULT**

- (a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days' written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.
- (b) Any notice served under the provisions of clause 4.02(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any such notice void.

**4.03 LESSEE'S IMPROVEMENTS**

- (a) If at any time during the Term of the Lease the Lessee declares that the Lessee's Improvements is surplus to the requirements of the Crown and the Lessee decides to sell the Lessee's Improvements, then the Lessee will first give the Lessor notice in writing of the Lessee's intention to sell, the price fixed by the Lessee for such purposes, the timeframe for exercising the option to purchase (which shall be no less than 15 working days) and other terms and conditions proposed by the Lessee ("The Lessee's Notice"). If the Lessor does not exercise its right to purchase as specified in the Lessee's Notice, then the Lessee will be at liberty to sell the Lessee's Improvements on the open market provided the Lessee will not offer the Lessee's Improvements to any other party at a price lower than the first offered by the Lessee or more favourable terms and conditions than those specified in the Lessee's Notice.
- (b) Subject to clause 4.03(a), the parties acknowledge that:
  - (i) The Lessee not being in breach of the Lease may, either prior to or on the expiry of this Lease, remove all or any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within a period of six months from the expiration or sooner determination of the within Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until this time and that no prior written consent or any other consent of the Lessor shall be required in respect of any such removal elected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of six (6) months subsequent to the expiration of this Lease and remove Lessee's Improvements and further that this provision shall ensure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
  - (ii) In the event the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and

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restore the Land to a neat, tidy and safe condition subsequent to any such removal;

- (iii) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the expiration or sooner determination of the Lease or within six months after this time and notwithstanding any rule of law or equity to the contrary;
- (iv) In any review of rent under the provisions of this Lease any Lessee's Improvements shall be entirely excluded from the assessment of any new rental;
- (v) Notwithstanding the generality of the provisions of clause 4.03(b)(i), the Lessee shall not remove any boundary fencing or any sub-soil drainage or reticulated sub-soil service(s) or any retaining walls on the Land without the prior written consent of the Lessor, which may be given or withheld at the discretion in all things of the Lessor.

For the avoidance of doubt, nothing herein shall obligate the Lessee to remove the property referred to in this clause 4.03(b)(v), should the Lessee decide to abandon such property to the Lessor upon the expiration of this Lease;

- (vi) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;
- (vii) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall ensure for the benefit of the party entitled until completely performed;
- (viii) All Lessee's Improvements remaining upon the Land after the expiration of the six month period provided in subclause 4.03(b)(i) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor.

**4.04 RENEWAL**

- (a) The Lessee, not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term of any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule One from the date of expiry of the initial term of any subsequent term as follows:
  - (i) The Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.05 as though the commencement date of the renewed term were a Rent Review Date.
  - (ii) The renewed Lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.

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- (b) No earlier than 24 months prior to the expiration to the initial term or any subsequent term, the Lessor shall give written notice to the Lessee specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.04(a) within six (6) months from the date of receipt of notice from the Lessor (time being of the essence) then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease. The parties acknowledge and agree that the earlier state by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.04(b) is the date which falls 18 months prior to the expiration of the relevant term.
- (c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.04(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time up until the expiry date.
- (d) The annual rent for the first term of any renewal shall be agreed upon or, failing agreement, shall be determined in accordance with clause 4.05 which shall apply with such modifications as may be necessary.
- (e) Otherwise, the renewed Lease shall be upon the same terms and conditions as are expressed or implied in this Lease.

**4.05 RENT REVIEW**

- (a) The Annual Rental payable as from each review date shall be determined as follows:
  - (i) Either party may not earlier than three (3) months prior to review date and not later than one (1) year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current annual rent as at the relevant review date, which shall be equal to [X percent (X%)] of the Value of the Land as defined in clause 1.08.
  - (ii) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within twenty (20) Working Days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the recipient as the current annual rent, then the new rent shall be determined in accordance with clause 4.05(b);
  - (iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
  - (iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 6 months after the relevant rent review date but subject to clause (c) and (d).
  - (v) The rent review at the option of either party may be recorded in a Deed.

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- (b) Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current annual rent for the Land, but if agreement is not reached within twenty (20) working days then the same may be determined either:
- (i) By one party giving written notice to the other requiring the current annual rent for the Land to be determined by arbitration; or
  - (ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
    - (aa) Each party shall appoint a valuer and give written notice of the appointment to the other party within twenty (20) working days of the parties agreeing to so determine the new rent;
    - (bb) If the party receiving a notice fails to appoint a valuer within the twenty (20) working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
    - (cc) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
    - (dd) The valuers appointed by the parties shall determine the current annual rent for the Land but if they fail to agree then the rent shall be determined by the third expert;
    - (ee) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

In ascertaining the new annual rental to apply from a review date:

- (ff) The value of any building or improvements then existing upon the Land shall not be taken into consideration; and
- (gg) For so long as the Lessee is a Government Agency, the parties and their valuers shall take into account the contents of Schedule C in determining the rent

When the new rent has been determined, the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and which provision shall be binding on the parties.

- (c) The annual rent so determined or accepted:
- (i) Shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payable at the commencement of such subsequent term; and

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- (ii) Shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than six (6) months after the Rent Review Date.
- (d) For the avoidance of doubt, where the rent review date coincides with the commencement of a renewed or subsequent terms, the annual rent shall be the current annual rent payable by the Lessee as agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.
- (e) Pending determination of the current annual rent for the Land, the Lessee if it is a Government Agency shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current annual rent, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay an interim rent as follows:
  - (i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
  - (ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
  - (iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.
- (f) Upon determination of the new rent, any overpayment or any shortfall in payment shall immediately be payable by the Lessor or the Lessee as the case may be.

**4.06 LESSEE'S RIGHT OF EARLY TERMINATION**

Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than twelve (12) months' notice in writing to that effect PROVIDED THAT:

- (a) no such notice may be given so as to effect termination of this Lease within the first two (2) years of the initial term or the first two (2) years of any renewed term of this Lease; and
- (b) the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

**4.07 RE-ENTRY**

- (a) The Lessor may re-enter the Land where:
  - (i) rental is in arrears for a period exceeding thirty (30) days after any rent payment date;
  - (ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;

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- (iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's Creditors;
- (iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

- (b) Whilst **HER MAJESTY THE QUEEN** is the Lessee under this Lease and should **HER MAJESTY THE QUEEN** either default in the payment of any rental for a period exceeding thirty days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "**the Default Notice**") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged.
- (c) The Default Notice notwithstanding anything to the contrary contained in clause 4.07(a) above shall specify that:
  - (i) the Lessee must within thirty (30) days of receipt of such notice remedy the default specified; and
  - (ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.07.
- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.07(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.07(b) shall be null and void ab initio.

**4.08 INSURANCE**

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land.
- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.
- (d) In the event that the Lessee elects not to effect reinstatement of the Lessee's Improvements following damage or destruction thereof, then the Lessee shall be entitled to determine this Lease by giving three (3) months notice in writing to that effect to the Lessor. At the expiration of such period this Lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party.

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**4.09 RATING ASSESSMENTS**

The parties agree that the Lessee may at any time make application to the Valuation Department for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.

**4.10 ENTIRE AGREEMENT**

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

**4.11 DIFFERENCES AND DISPUTES**

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the District Law Society of the District within which the Land is situated. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies prescribed in clauses 4.06 and 4.07 hereof.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.05(b)(ii).

**4.12 SERVICE OF NOTICES**

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

**4.13 REGISTRATION OF LEASE**

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 2017 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this

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Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

**4.14 COSTS**

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

**4.15 INTEREST**

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

**4.16 ESSENTIAL TERMS**

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) ***Payment of Rental:***

The covenant to pay rental or other money payable by the Lessee under this Lease;

(b) ***Assignment and Sub Leasing:***

The provisions dealing with assignment and sub leasing; or

(c) ***Use of Land:***

The provisions restricting the use of the Land.

**4.17 WAIVER**

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

**4.18 RENT MORATORIUM**

If any moratorium or other law, act or regulation that (notwithstanding clause 4.06 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.

**4.19 ARTEFACTS OR FOSSILS**

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

**4.20 EXCLUSION OF IMPLIED CONDITIONS**

The parties agree that following covenants, conditions, and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 shall not apply to this Lease:

- (i) Part 2, Clause 5;
- (ii) Part 2, Clause 10;
- (iii) Part 2, Clause 11; and
- (iv) Part 3, Clause 13.

**SCHEDULE C**

**Establishing Rental on Rent Reviews**

1. The parties acknowledge and agree that in establishing the annual rental payable from the commencement date of this Lease, the rental was determined by assessing the current market value of the Land and applying an appropriate adjustment to reflect the designation and associated use of the Land as a Courthouse by the Lessee.
2. The parties acknowledge the importance of maintaining consistency between the approach taken on setting the commencement rental and the approach to be taken in setting the rent payable by the Lessee while the Land remains designated as a Courthouse and used by the Lessee as a Courthouse.
3. In order to maintain consistency, the parties shall ensure that on each rent review, the respective valuers are instructed to assess the rent payable by the Ministry of Justice by assessing the rent based on the designation and use of the Land as a Courthouse, on the same basis as which the commencement rental was established at the outset of the Lease, as articulated in Schedule C Paragraph 1.

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**12. DEED OF RIGHT OF FIRST OFFER**

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12: DEED OF RIGHT OF FIRST OFFER

**DEED OF RIGHT OF FIRST OFFER**

Landcorp Farming Limited

[The trustees of Te Nehenehenui]

12: DEED OF RIGHT OF FIRST OFFER

Date:

**PARTIES**

**Landcorp Farming Limited (Landcorp)**

**[The trustees of Te Nehenehenui] (the Trustees)**

**BACKGROUND**

- A Landcorp owns the ROFO land.
- B [The trustees of Te Nehenehenui] are the governance entity under the Deed of Settlement with the Crown.
- C Subject to the provisions of this Deed, for a period of 178 years from the Settlement Date, Landcorp agrees that Ngāti Maniapoto will have the right of first offer in relation to the ROFO land.
- D The right referred in Background C will be recorded in the Deed of Settlement.
- E The parties enter into this Deed to record their mutual understanding and agreement in respect of the ROFO land.

**OPERATIVE PART**

**1. DEFINITIONS**

1.1 In this Deed:

- (a) Deed means this deed as may be amended or substituted;
- (b) Deed of Settlement means the deed of settlement to be entered into by Ngāti Maniapoto and the Crown to settle the historical claims of Ngāti Maniapoto for breaches of te Tiriti o Waitangi / Treaty of Waitangi;
- (c) Notice to Sell has the meaning given to it in clause 3.2;
- (d) relevant land has the meaning given to it in clause 3.2;
- (e) ROFO land means for:
  - i. Meringa, the land held in records of title SA1498/61, SA2007/39, SA19B/209, SA19B/211, SA27A/950, SA32D/455, SA32D/457 for the fee simple estate; and,
  - ii. Te Wharua, the land held in records of title 287726, 287727, 287728, TN158/58, TN228/66, TNB3/768, TNB4/536, TNE2/1224, TNE2/1225, TNE2/1226, TNE4/102, TNE4/103, TNG1/1034, TNJ3/676, TNK3/611, TNK3/614, TNK3/616, TNK4/800, and TNK4/801 for the fee simple estate.
- (f) Settlement Date has the meaning given to that term in the Deed of Settlement; and
- (g) Working Day means a day of the week other than:
  - (1) a Saturday or a Sunday; or

12: DEED OF RIGHT OF FIRST OFFER

- (2) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, or Labour Day; or
- (3) if Waitangi Day or Anzac Day falls on a Saturday or Sunday, the following Monday; or
- (4) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (5) a day that is observed as the anniversary of the province of Wellington or Auckland.

**2. INTERPRETATION**

2.1 In this Deed, unless the context otherwise requires:

- (a) references to clauses are to clauses of this Deed;
- (b) reference to a statute or statutory provision includes that statute or provision as amended, modified, re-enacted or replaced from time to time;
- (c) words importing the singular include the plural and vice versa;
- (d) words importing one gender include the others; and
- (e) the headings to clauses are for convenience only and are not part of the content of this Deed.

**3. RIGHT OF FIRST OFFER**

3.1 For the period of 178 years from the Settlement Date, the Trustees have a right of first offer in relation to a sale by Landcorp of the ROFO land, if it is owned by Landcorp on the Settlement Date.

3.2 Where Landcorp decides to sell the ROFO land, Landcorp must first comply with sections 40 and 41 of the Public Works Act 1981 (or any successor to those provisions). To the extent that any part of the ROFO land is not transferred in accordance with those provisions, (**relevant land**) Landcorp will give written notice to the Trustees of its intention to sell that land (**Notice to Sell**).

3.3 For the period of six months from the date of receipt of the Notice to Sell, the Trustees may:

- (a) conduct due diligence investigations in relation to the relevant land; and
- (b) provide an offer to Landcorp, on the Auckland District Law Society standard form of agreement for sale and purchase (or where the Auckland District Law Society standard form is no longer customarily used then any replacement form of agreement that is typically used for the sale and purchase of real estate in New Zealand) executed by the Trustees.

3.4 If Landcorp receives an offer from the Trustees, the parties' respective representatives must negotiate in good faith to attempt to conclude an agreement for sale and purchase of the relevant land within one month of the date of receipt of the offer.

12: DEED OF RIGHT OF FIRST OFFER

3.5 If:

- (a) the Trustees do not provide an offer to Landcorp in accordance with clause 3.3(b) within six months from the date of receipt of the Notice to Sell; or
- (b) the agreement referred to in clause 3.4 is not signed by both parties within two months from the date of receipt of the offer by Landcorp; or
- (c) an agreement for the sale and purchase of the relevant land is signed by the parties but the agreement is cancelled in accordance with its terms,

Landcorp's obligations under this Deed immediately cease and Landcorp may market and sell all or any part of the relevant land to third parties provided that the purchase price is no more favourable than the offer received from the Trustees.

**4. DUE DILIGENCE**

4.1 Landcorp will cooperate fully throughout the process by providing necessary farm information (including any valuations obtained by Landcorp for the purposes of the sale) and farm access to allow the Trustees to access the ROFO land.

**5. NOTICES**

5.1 Notices under this Deed must be given in writing and addressed to the recipient of the notice at the address or email address from time to time notified by that party in writing to each other party. Until a change is so notified, the address and email address of each party is:

**Landcorp Farming Limited**

[Address]

[Town]

Attention: \*

Email: \*

**[The trustees of Te Nehenehenui]**

[Address]

[Town]

Attention: \*

Email: \*

5.2 A notice will be deemed to have been received:

- (a) in the case of hand delivery, at the time of actual delivery to the recipient's address;
- (b) in the case of delivery by pre-paid post, on the third Working Day after posting; and

12: DEED OF RIGHT OF FIRST OFFER

(c) in the case of delivery by email, on receiving a response to the notice from the addressee (not being an automatically-generated response such as an out of office notification or read receipt).

5.3 A notice received or deemed to have been received after 5pm on a Working Day in the place to which it is sent, or on a day which is not a Working Day in that place, it will be deemed not to have been received until 9am on the next Working Day in that place.

6. COSTS

6.1 Each party will pay its own legal and other costs and expenses relating to the implementation of the matters set out in this Deed and the negotiation and preparation of the agreement referred to in clause 3.3(b).

7. COUNTERPARTS

7.1 This Deed may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument.

EXECUTION

SIGNED for and on behalf of )
LANDCORP FARMING LIMITED )
by its attorneys )

Name of attorney

Signature of attorney

Name of attorney

Signature of attorney

Signed by [the trustees of Te Nehenehenui] in the presence of:

Witness signature

[trustee]

Full name (please print)

[Trustee names to be provided and attestation to be updated]

Occupation (please print)

Address (please print)