NGAI TAI

and

[*Governance entity*]

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE: DOCUMENTS

Initialling version for presentation to Ngai Tai

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1. STATEMENTS OF ASSOCIATION (STATUTORY ACKNOWLEDGMENT)

Wainui te Awa

Te Pukeiahunoa is the place where the Tainui waka first came ashore in the Ngai Tai rohe. It was here that Tōrerenuiārua disembarked, before the waka continued its journey. Her father, Hoturoa, gifted her a section of the stern of the waka to place in the ground as a marker, a physical connection to the land and a symbolic tie to the waka. Her mother, Whakaotirangi, gifted her kūmara and taro, precious taonga to sustain her and future generations. As the Tainui waka departed the bay, Tōrerenuiārua turned inland, following the river known as Wainui to its source.

Wainui te Awa gently emerges from the slopes of Te Ūpoko o Kohu and gathers at its base. Here, many streams from all directions, each carrying their own names, histories, and stories come together as one, forming the Wainui, the wai nui. Beneath the whenua, the aquifers of Te Puna i Ōrīni and Te Waimātao continue to flow, feeding and sustaining the waters of the Wainui. Within these hidden waterways moves the kaitiaki, Te Pōngārara. The movement of this kaitiaki through the whenua is reflected in the shaking of the land, which are recognised as earthquakes.

The Wainui continues its journey through Tōrere Rock and Manaakiao the nīkau tree, enduring symbols of Tōrerenuiārua and Manaakiao. Together, these places hold the whakapapa, stories, and mauri of the awa, connecting the people, the whenua, and the waters across generations.

Wai Tii te Awa

Wai Tii te Awa is the stream formed from the tii plant from ancient times, where rain would gather and drip from its leaves, creating the flow of the stream. It reflects the natural connection between the plant and the waterways, showing how the tii plant helped sustain the flow of life across the whenua.

Many Ngai Tai whānau lived in close proximity to this awa, which was a vital source of nourishment, connection, and wellbeing. The waterway provided fresh water and food, including being one of the main awa in Tōrere where 'kanakana' (lamprey) were found. It was an awa with an unceasing flow, providing an unparalleled environment for traditional kai practices. Through shared experiences, gathering kai, and spending time together, the awa strengthened whānau relationships and offered a place of peace, reflection, and spiritual connection.

Many streams from all directions, each carrying their own names, histories, and stories, come together to form this awa. More than just a waterway, for Ngai Tai the awa carries the mauri of the whenua, strengthening the enduring relationship between people, their ancestors, and the natural world across generations.

Ōnewa

Ōnewa is a highly valued taonga to Ngai Tai. For centuries, and continuing today, it has been used to create tools, including those associated with Tūmatauenga (the Atua of war), as well as other treasured items. Ōnewa comes in a range of colours, from lighter shades of grey through to deep, darker grey tones, and it can be found throughout the wider rohe.

NEAP

2. STATEMENT OF ASSOCIATION (COASTAL AREA)

Coastal marine area

Ngai Tai iwi hold unbroken, inalienable, and enduring mana as kaitiaki in relation to their rohe moana.

Ngai Tai are people of the land and sea, *"Mai te whenua ki te rangi, mai te rangi ki te whenua." ("From the earth to the heavens, from the heavens to the earth.")* For Ngai Tai, their relationship with the moana is grounded in whakapapa, is intrinsic to their identity, and is sacred.

For Ngai Tai the moana is not simply the waters that surround us; it is a living taonga, the heartbeat of the people, and the source of cultural, spiritual, and physical wellbeing. As mahinga kai, it has sustained generations, shaped identity, and remains inseparable from whakapapa, responsibilities, and the Ngai Tai way of life.

For generations, Ngai Tai have exercised tikanga and kawa to guide the sustainable management and protection of the rohe moana, including the use of rāhui. Through generations of observation, experience, and whakapapa, Ngai Tai have inherited a rich mātauranga of the moana that continues to guide their relationship with it. This knowledge teaches us to live in harmony with the rhythms of the sea, recognising that the foreshore and seabed, the waters, and all living things within them are inseparable parts of a living whole. Ngai Tai are committed to protecting this balance, so that the mauri of their rohe moana may endure for present and future generations.

For Ngai Tai, the exercise of mana, tikanga, and kawa within their rohe moana is both an inherited right and an enduring responsibility. This includes exercising influence over activities undertaken within, or affecting, the rohe moana to ensure they uphold the health, integrity, and mauri of the moana.

For Ngai Tai, through the continued practice of tikanga and customary traditions, the moana continues to sustain the oranga whānui of the people, providing for the wellbeing, livelihood, and future of the whānau, just as it has for the generations before us.

3. PROTOCOLS

3.1 PRIMARY INDUSTRIES PROTOCOL

Ministry for Primary Industries
Manatū Ahu Matua

THE PRIMARY INDUSTRIES PROTOCOL WITH

Ngai Tai

Issued by

the Minister of Agriculture, Minister for Biosecurity, Minister for Oceans and Fisheries, Minister for Food Safety and Minister of Forestry

TE KAWENGA O MANATŪ AHU MATUA MŌ NGAI TAI

He mea whakaputa nā

Te Minita Take Ahuwhenua, Minita mō te Whakahaumaru Koiora, Minita mō ngā Moana me ngā Tauranga Ika, Minita Haumarutanga Kai, me te Minita Take Ngahere

WĀHANGA TUATAHI – TE HONONGA | PART ONE – RELATIONSHIP

KAUPAPA WHAKATAKI | PURPOSE

1. The purpose of this Primary Industries Protocol ("**Te Kawenga o Manatū Ahu Matua**") is to set out how *Ngai Tai*, the Minister of Agriculture, the Minister for Biosecurity, the Minister for Oceans and Fisheries, the Minister for Food Safety and the Minister of Forestry (the "**Ministers**") and the Director-General of the Ministry for Primary Industries (the "**Director-General**") will establish and maintain a positive, co-operative, and enduring relationship.

2. The Ministers and the Director-General have certain functions, powers and duties in terms of the legislation that they are responsible for administering, with the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both *Ngāi Tai* and the Ministry. The Protocol sets out how the Ministers, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol.

TE HOROPAKI | CONTEXT

3. Te Kawenga o Manatū Ahu Matua must be read in a manner that best furthers the purpose of the *Ngai Tai* Deed of Settlement (the "**Deed of Settlement**").

4. Te Kawenga o Manatū Ahu Matua is a living document that should be updated to take account of the relationship between the parties, future developments and additional relationship opportunities.

NGĀ POU ARATAKI O TE KAWENGA | PRINCIPLES UNDERLYING THE PROTOCOL

5. The Ministry and Ngāi Tai are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi, which provides the basis for the relationship between the parties to Te Kawenga O Manatū Ahu Matua. The relationship created by Te Kawenga o Manatū Ahu Matua is intended to assist the parties to exercise their respective responsibilities with the utmost co-operation to achieve over time the outcomes sought by both.

6. The parties recognise that to successfully implement Te Kawenga o Manatū Ahu Matua, the parties will need to work in partnership and in the spirit of collaboration.

7. The parties also acknowledge the principles below and their importance to successfully achieve the purpose of Te Kawenga o Manatū Ahu Matua. These relationship principles provide that the Ministry and the [governance entity] will:

   a. work in a spirit of co-operation;

   b. ensure early engagement on issues of known mutual interest;

   c. operate on a 'no surprises' approach;

   d. acknowledge that the relationship is evolving, not prescribed;

e. respect the independence of the parties and their individual mandates, roles and responsibilities; and

f. recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.

8. In accordance with Te Kawenga o Manatū Ahu Matua, the Governance Entity will have the opportunity for input into the policy, planning and delivery processes relating to matters set out in Te Kawenga o Manatū Ahu Matua.

9. The Ministry will advise the Governance Entity whenever it proposes to consult with a whānau of *Ngai Tai* or with another iwi with interests inside the Protocol Area on matters that could affect the interests of *Ngai Tai*.

WĀHANGA TUARUA – TE KŌRAHI ME TE WHAKAMĀRAMATANGA |PART TWO - SCOPE AND INTERPRETATION

TE KŌRAHI (SCOPE)

10. Te Kawenga o Manatū Ahu Matua applies to the agriculture (agriculture includes animal welfare and horticulture), forestry, fisheries (fisheries includes aquaculture), biosecurity and food safety portfolios administered by the Ministry for Primary Industries (the "**Ministry**").

11. Te Kawenga o Manatū Ahu Matua does not cover processes regarding the Treaty settlement processes established for assets held by the Ministry's Crown Forestry unit, or the allocation of aquaculture space under the Māori Commercial Aquaculture Claims Settlement Act 2004. Such processes related to aquaculture shall be engaged with under the Settlement instrument known as [the Bay of Plenty Regional Agreement] outside of this Protocol.

12. The Ministry is required to provide for the utilisation of fisheries resources while ensuring sustainability, to meet Te Tiriti o Waitangi/Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.

13. Te Kawenga o Manatū Ahu Matua applies to the area as noted and described in the attached map (Appendix A).

HE WHAKAMĀRAMATANGA (DEFINITIONS AND INTERPRETATION)

14. In the Protocol (Te Kawenga o Manatū Ahu Matua):

a. **"Protocol"** or "**Te Kawenga o Manatū Ahu Matua** " means a statement in writing, issued by the Crown through the Ministers to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

b. "**Protocol Area**" means the area identified in the map included in Attachment A of this Protocol together with adjacent waters.

c. "**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 to participate in any aspect of the redress under the Deed;

d. "**Fisheries Legislation**" means the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1983 and the Fisheries Act 1996, and any regulations made under the Fisheries Act 1983 and the Fisheries Act 1996;

e. "**Governance Entity**" means the body representative of *Ngai Tai* who have an interest in the matters covered under this Protocol either through the status of *Ngai Tai* as tangata whenua within Te Kawenga o Manatū Ahu Matua Area or owing to the particular associations and/or interests of *Ngai Tai* within Te Kawenga o Manatū Ahu Matua Area.

f. "**Parties**" means *Ngai Tai*, the Minister of Agriculture, the Minister for Biosecurity, the Minister for Oceans and Fisheries, the Minister for Food Safety, the Minister of Forestry (acting on behalf of the Crown), and the Director-General of the Ministry for Primary Industries (acting on behalf of the Ministry for Primary Industries).

NGĀ TIKANGA WHAKAPUTA (TERMS OF ISSUE)

15. Te Kawenga o Manatū Ahu Matua is issued pursuant to section xx of the *Ngai Tai* Claims Settlement Act [year] (the "**Settlement Legislation**") and clause xx of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

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

WĀHANGA TUATORU - PART THREE – STRATEGIC PARTNERSHIPS

TE TUHANA KŌRERO ME TE MAHITAHITANGA (INFORMATION SHARING AND COLLABORATION)

17. The Governance Entity and the Ministry will use reasonable endeavours to share relevant information of mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and the general law.

18. For the purpose of carrying out its function, the Governance Entity may make a reasonable request of the Ministry to:

a. provide information or advice to the Governance Entity requested by the Governance Entity, but only on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity; and/or

b. provide a Ministry representative to attend a meeting with the Governance Entity.

19. In respect of the above requests for information or advice:

a. where reasonably practicable, the Ministry will provide the information or advice; and

b. in deciding whether it is reasonably practicable to provide the information or advice, the Ministry will have regard to any relevant consideration, including:

i) 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;

ii) whether making the information available would contravene the provisions of an enactment; and

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

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

20. In respect of requests for the Ministry to attend a meeting with the Governance Entity:

a. only where reasonably practicable, the Ministry will comply with the request;

b. the Ministry will determine the appropriate representative to attend any meeting; and

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

i) the number and frequency of such requests the management agency has received from the Governance Entity;

ii) the time and place of the meeting and the adequacy of notice given; and

iii) the time and cost involved in complying with the request.

TE MAHERE WHAI MAHI NGĀTAHI | JOINT WORK PROGRAMMES

21. If agreed to by both parties, the Ministry and the Governance Entity, will work together to develop and implement joint work programmes on matters relating to fisheries, agriculture (agriculture includes animal welfare and horticulture), forestry, food safety and biosecurity.

22. The work programme/s must be beneficial to both parties, must align with the parties' objectives and priorities relating to the primary sector, and be based on agreed-to terms of delivery.

WHAKARATO RATONGA, RANGAHAU HOKI: AHUWHENUA, NGAHEREHERE, HAUMARU KAI, WHAKAMARU KOIORA | PROVISION OF SERVICE AND RESEARCH RELATING TO AGRICULTURE, FORESTRY, FOOD SAFETY AND BIOSECURITY

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

24. Where the Ministry undertakes or contracts for services or research relating to agriculture (agriculture includes animal welfare and horticulture), forestry, food safety or

biosecurity, and where the Ministry considers it to have a direct impact on Te Kawenga o Manatū Ahu Matua area, the Ministry will:

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

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

c. advise the Governance Entity of the provider it has chosen;

d. require any research provider to engage with the Governance Entity; and

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

25. Where the Governance Entity undertakes non-proprietary and or non-exclusive research relating to agriculture (agriculture includes animal welfare and horticulture), forestry, food safety or biosecurity, and where in any joint work plan and/or programme the Ministry has declared to the Governance Entity an interest, the Governance Entity will:

a. notify the Ministry of its intention to do so and provide the Ministry with an opportunity to be involved in feeding into the research, as appropriate; and

b. provide the Ministry with the results of that research, as appropriate.

CONSULTATION

26. Where the Ministry is required to consult in relation to the Protocol, the principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:

a. ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;

b. providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

c. ensuring that sufficient time is given for the participation of the Governance Entity in the decision-making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation;

d. ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation; and

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

WĀHANGA TUAWHĀ - TE WHAITUA O TANGAROA | PART FOUR – FISHERIES

27. The Minister for Oceans and Fisheries and the Director-General of the Ministry have certain functions, powers and duties in terms of the Fisheries and Māori Commercial Aquaculture Legislation, with the intention of creating a relationship that achieves, over time, the policies and outcomes sought by both *Ngai Tai* and the Ministry.

28. Te Kawenga o Manatū Ahu Matua sets out how the Minister for Oceans and Fisheries, the Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in Te Kawenga o Manatū Ahu Matua. In accordance with Te Kawenga o Manatū Ahu Matua, the Governance Entity will have the opportunity for input into the policy, planning and regulatory processes relating to matters set out in Te Kawenga o Manatū Ahu Matua.

INPUT INTO AND PARTICIPATION INTO THE MINISTRY'S PLANS RELATING TO FISHERIES

29. The Ministry may, from time to time, make plans relating to fisheries or fishing areas that identify goals and outcomes for management. The plans may identify the measures (which may include catch limits, research, planning and compliance services) required to achieve these goals and outcomes.

30. *Ngai Tai* is entitled to input into and participate in the development of any such Plans where they are being developed and may affect the Fisheries Protocol Area.

31. If the Ministry is developing or implementing such Plans, the Ministry must:

a. inform the Governance Entity, in writing, of any proposed Plan;

b. provide the Governance Entity with all reasonably available background information in relation to the development or implementation of the relevant Plans;

c. provide the Governance Entity reasonable time in which to respond, verbally or in writing, to any such proposed Plan;

d. as far as reasonably practicable, meet with the Governance Entity to discuss any proposed Plans, if requested by the Governance Entity to do so;

e. incorporate the views of the Governance Entity into any advice given to the Minister on proposed Plans and provide a copy of that advice to the Governance Entity.

32. The Ministry will provide for the input and participation of *Ngai Tai*, into fisheries plans through iwi forum fisheries plans. Iwi forum fisheries plans allow the Ministry to engage and involve iwi in fisheries management activities and fisheries planning.

IWI FORUM FISHERIES PLANS

33. The iwi of Ngai Tai will have input into the relevant forum fisheries plan. The plan will incorporate:

a. the objectives of Ngai Tai for the management of their customary, commercial, recreational, and environmental interests;

b. views of *Ngai Tai* on what constitutes the exercise of kaitiakitanga within Te Kawenga o Manatū Ahu Matua Area;

c. how *Ngai Tai* will participate in fisheries planning and management; and

d. how the customary, commercial, and recreational fishing interests of forum members will be managed in an integrated way.

34. The iwi of *Ngai Tai* will have the opportunity to jointly develop an iwi fisheries plan that will inform the content of the relevant forum fisheries plan.

35. Any person exercising functions, powers and duties under sections 12 to 14 of the Fisheries Act 1996 will have particular regard to forum plans interpretation of kaitiakitanga (see section 12(1)(b) of the Fisheries Act 1996).

TE WHAKAHAERETANGA O NGĀ MEA ĀPURE IKA | MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

36. The Ministry, with available resources, undertakes to provide the Governance Entity with such information and assistance 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:

a. discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within Te Kawenga o Manatū Ahu Matua Area; and

b. making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within Te Kawenga o Manatū Ahu Matua Area.

RĀHUI

37. The Ministry recognises that rāhui is a traditional use and management practice of *Ngai Tai* and supports their rights to place traditional rāhui over their customary fisheries.

38. The Ministry and the Governance Entity acknowledge that a traditional rāhui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice. The Governance Entity undertakes to inform the Ministry of the placing and the lifting of a rāhui by *Ngai Tai* over their customary fisheries, and also the reasons for the rāhui.

39. The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by *Ngai Tai* over their customary fisheries, in a manner consistent with the understandings outlined in clause 49 of this Protocol.

40. 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 *Ngai Tai* 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.

WHIWHI TAUTOKO | PROVISION OF FISHERIES SERVICES AND RESEARCH

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

42. Ngai Tai input and participation into Ministry fisheries services and research will occur through Ngai Tai input and participation into the Ministry's plans relating to fisheries.

43. Where the Ministry undertakes research or contracts for fisheries services, and where the Ministry considers it to have a direct impact on the Protocol area, the Ministry will:

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

    b. require any research provider to engage with the Governance Entity; and

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

44. Where the Governance Entity undertakes non-proprietary and or non-exclusive research relating to fisheries, and where in any joint work plan and/or programme the Ministry has declared to the Governance Entity an interest, the Governance Entity will:

    a. notify the Ministry of its intention to do so and provide the Ministry with an opportunity to be involved in feeding into the research, as appropriate; and

    b. provide the Ministry with the results of that research, as appropriate.

PART FIVE – IMPLEMENTATION

MAINTAINING THE RELATIONSHIP

45. Each party will identify a senior representative to oversee the implementation of Te Kawenga o Manatū Ahu Matua. The senior representatives will be the key point of contact for any matters relating to Te Kawenga o Manatū Ahu Matua and will be responsible for ensuring the outcomes and deliverables of Te Kawenga o Manatū Ahu Matua are monitored and achieved.

46. Where elements of Te Kawenga o Manatū Ahu Matua may not be achievable, the parties will communicate this as soon as possible and work towards a common understanding of the issues and a positive way forward for both parties to achieve the outcomes of Te Kawenga o Manatū Ahu Matua.

47. Representatives of the parties will meet as required, and as agreed to by both parties.

NGĀ ĀRETANGA | LIMITATIONS

48. Nothing in Te Kawenga o Manatū Ahu Matua:

a. impinges on the rangatiratanga and mana of Ngai Tai who are represented by [governance entity], or other iwi/hapū in their relationships with the Ministers, the Director-General and or the Ministry; or

b. requires the governance entity to take any action that, if taken, would or could cause it to be in breach of its functions, role and responsibilities; or

c. limits or prevents the governance entity from taking any action that, if not taken, in whole or in part, would or could cause it to be in breach of its functions, roles and responsibilities; or.

d. requires the Ministry to take any action that, if taken, would or could cause it to be in breach of its statutory functions, role and responsibilities; or

e. limits or prevents the Ministry from taking any action that, if not taken, in whole or in part, would or could cause it to be in breach of its statutory functions, roles and responsibilities.

TE WHAKARITE WHANONGA | ESCALATION OF MATTERS

49. If one party considers that there has been a breach of Te Kawenga o Manatū Ahu Matua then that party may give notice to the other that they are in dispute.

50. As soon as possible, upon receipt of the notice referred to in clause 49, the Ministry and the Governance Entity representative(s) will meet to work in good faith to resolve the issue.

51. If the dispute has not been resolved within 45 working days despite the process outlined in *clause 50* having been followed, the Ministry and Governance Entity may seek to resolve the dispute by either; raising the matter to a Ministerial-Rangatira level, or by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

TE WHAKARAUORA ME TE WHAKATIKA | REVIEW AND AMENDMENT

52. The parties agree that this Protocol is a living document which should be updated and adapted to take account of any future developments and relationship opportunities.

53. The parties may only vary this or terminate this Protocol by agreement in writing.

ISSUED on

NB: Signature block to be reviewed and set out according to Ministers/portfolios at time of issuing

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

_____

WITNESS

_____

Name:

Occupation:

Address:

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

_____

WITNESS

_____

Name:

Occupation:

Address:

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

_____

WITNESS

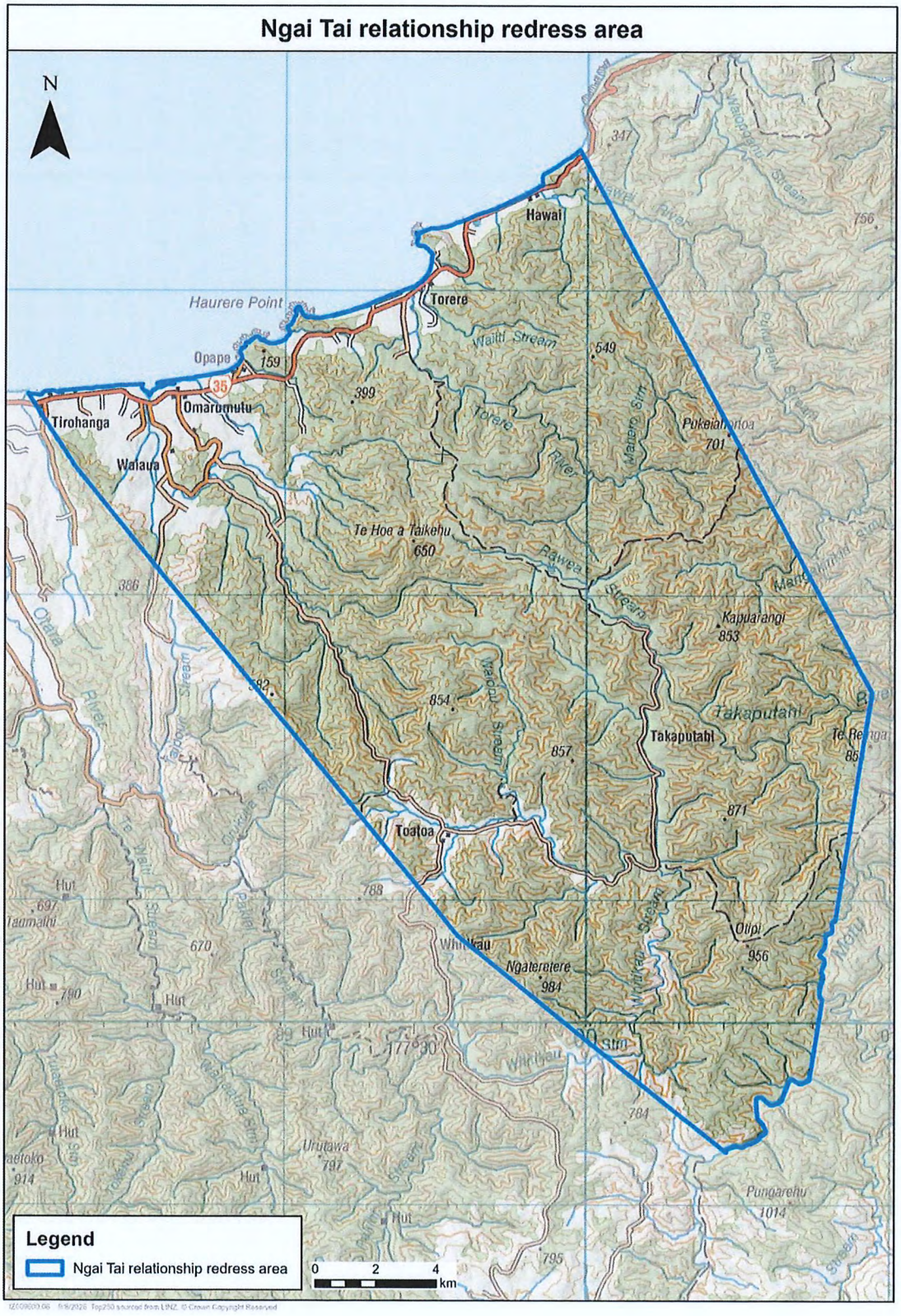
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Name:

Occupation:

Address:

ATTACHMENT A: PROTOCOL AREA



ATTACHMENT B: SUMMARY OF TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. **Amendment and cancellation**

1.1 The Ministers may amend or cancel this Protocol, but only after consulting with the Governance Entity and having particular regard to its views (section 23(4) of the Settlement Legislation).

2. **Noting**

2.1 A summary of the terms of this Protocol must be noted in the fisheries plans affecting Te Kawenga o Manatū Ahu Matua 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 27 (2) (b) of the Settlement Legislation).

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 24(a)(ii) of the Settlement Legislation); or

3.1.2 restrict the responsibilities of the Ministers or the Ministry or the legal rights of *Ngai Tai* (section 24 (b),(c)); 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 Māori Commercial Aquaculture Claims Settlement Act 2004; or

(d) the Māori Fisheries Act 2004 (section 27(3) of the Settlement Legislation).

4. **Breach**

4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 25 (2)(3) of the Settlement Legislation).

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (5.7).

3.2 CROWN MINERALS PROTOCOL

TE ANGA TUKANGA KOHUKE – CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR RESOURCES REGARDING CONSULTATION WITH NGAI TAI BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

1.1 Under the Deed of Settlement dated [ ] between the trustees of the [governance entity name] (the **"governance entity"**) as the responsible body for Ngai Tai and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Resources (the "**Minister**") would issue a Protocol ("**Te Anga Tukanga Kohuke – Crown Minerals Protocol**") setting out how the Ministry of Business, Innovation and Employment Hīkina Whakatutuki (the "**Ministry**") will consult with Ngai Tai on matters specified in the Protocol.

1.2 Both the Ministry and Ngai Tai are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/Treaty of Waitangi.

1.3 Section 4 of the Crown Minerals Act 1991 (the "**Act**") requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.

1.4 The rivers, beds, and coastlines within the Ngāi Tai *Relationship Redress Area* are rich with high-density, fine-grained Ōnewa (greywacke/basalt). Ōnewa is a stone gravel and highly valued taonga kōhatu of Ngai Tai. It is used by Ngai Tai to:

a create tools, including those associated with Tūmatauenga (the Atua of war), as well as other treasured items.

b Ngai Tai Ōnewa comes in a range of colours, from lighter shades of grey through to deep, darker grey tones, with certain types exclusively to be found only within our *Relationship Redress Area*.

c In particular, Tōrere ōnewa is nationally famous among carvers for its density and striking dark grey-to-black polished finish. As taonga, Ngai Tai are particularly associaded with Patu Ōnewa; Traditional heavy hand clubs, Whao Ōnewa; whakairo carving tool.

d Tōrere ōnewā is particularly durable and has been used as the backbone of nineteenth century roading infrastructure due to its exceptional density, crushing strength, and regional accessibility.

1.5 Ngai Tai are tangata whenua and kaitiaki of the Protocol Area (attached at Attachment A) and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

1.6 The following foundational narratives and values guide Ngai Tai's engagement with the Minister and the Ministry in the Protocol Area:

a Ngā Pou (Foundations):

i Tika (Assertive, Accountable and Diligent);

ii Pono (Clear, Transparent and Honest);

iii Aroha (Respectful and Caring); and

iv Manaakitanga (Strength of Manaakiao).

b Ngā Ūara (Values):

i Matua te mana: Exercising absolute care, reverence, and respect, ensuring that consultations and decisions under Te Anga Tukanga Kohuke – Crown Minerals Protocol are mana-enhancing and mana-responsible;

ii Matua te tapu: Recognizing the absolute potential, spirituality, and sacredness of the environment, ensuring that the laws of tapu and noa inform how the taiao (land, water, air) is treated during mineral management;

iii Matua te toa: Engaging in brave conversations and seeking creative solutions for sustainable resource outcomes; and

iv Matua te rauhī: Demonstrating the absolute humility of service and contribution, minimising status differences, and genuinely listening to input.

2 OVERVIEW OF TE ANGA TUKANGA KOHUKE – CROWN MINERALS PROTOCOL

2.1 With the intent of creating a constructive relationship between Ngai Tai and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, Te Anga Tukanga Kohuke – Crown Minerals Protocol sets out how the Ministry will exercise the functions, powers, and duties of the Minister that have been delegated to it in relation to the matters set out in Te Anga Tukanga Kohuke – Crown Minerals Protocol.

2.2 The governance entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in Te Anga Tukanga Kohuke – Crown Minerals Protocol as set out in the Act and the relevant minerals programmes issued under the Act, as further described in clause 5.

3 PROTOCOL AREA

3.1 Te Anga Tukanga Kohuke – Crown Minerals Protocol applies to the area shown on the map in Attachment A and does not go beyond the sovereign territory of New Zealand.

4 TERMS OF ISSUE

4.1 Te Anga Tukanga Kohuke – Crown Minerals Protocol is issued pursuant to section [ ] of [ ] (the "**Settlement Legislation**") that implements clause [ ] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.

4.2 Te Anga Tukanga Kohuke – Crown Minerals Protocol must be read subject to the terms of issue set out in Attachment B

5 CONSULTATION

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

New minerals programmes

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

Petroleum exploration permit block offers

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

Other petroleum permit applications

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

Amendments to petroleum permits

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

Permit block offers for Crown owned minerals other than petroleum

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

Other permit applications for Crown owned minerals other than petroleum

(f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which

consultation has already taken place under clause 5.1(f) or where the application relates to newly available acreage;

Newly available acreage

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

Amendments to permits for Crown owned minerals other than petroleum

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

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

5.3 The Crown has an obligation under the Act to consult with other parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with the governance entity in accordance with Te Anga Tukanga Kohuke – Crown Minerals Protocol if matters described in clause 5.1 of Te Anga Tukanga Kohuke – Crown Minerals Protocol may affect the interests of Ngai Tai.

5.4 For the purposes of clause 5.1 and 5.3, the Ministry will in each case:

(a) ensure that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;

(b) provide the governance entity with sufficient information to make informed decisions and submissions;

(c) ensure sufficient time is given for the participation of the governance entity in the decision making process and to enable it to prepare its submissions; and

(d) approach the consultation with the governance entity with an open mind, and genuinely consider the submissions of Ngai Tai.

6 DEFINITIONS

6.1 In this Protocol:

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

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

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

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

Deed of Settlement means the Deed of Settlement dated [ ] between the Crown and Ngai Tai;

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

Minister means the Minister of Resources (or any other Minister who has portfolio responsibility for Crown owned minerals);

Ministry means the Ministry of Business, Innovation and Employment – Hīkina Whakatutuki;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2025;

petroleum means—

(a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or

(b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or

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

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

Protocol means a statement in writing, issued by the Crown through the Minister to Ngai Tai under the Settlement Legislation and the Deed of Settlement and includes this Protocol named Te Anga Tukanga Kohuke – Crown Minerals Protocol.

ISSUED ON [ ]

SIGNED for and on behalf of)

THE SOVEREIGN in right of New Zealand by the **Minister for Resources**)

Signature

Print name)

[Position]

Wherefor in witness to the attestation of the signatory of)

the Minister for Resources on behalf of THE SOVEREIGN in right of New Zealand, to Clause 15.1)

I **Sign and Affix** my name)

Declared at _____, _____ this _____ day of _____ 20___

(City, town, or suburb) (Day) (Month)

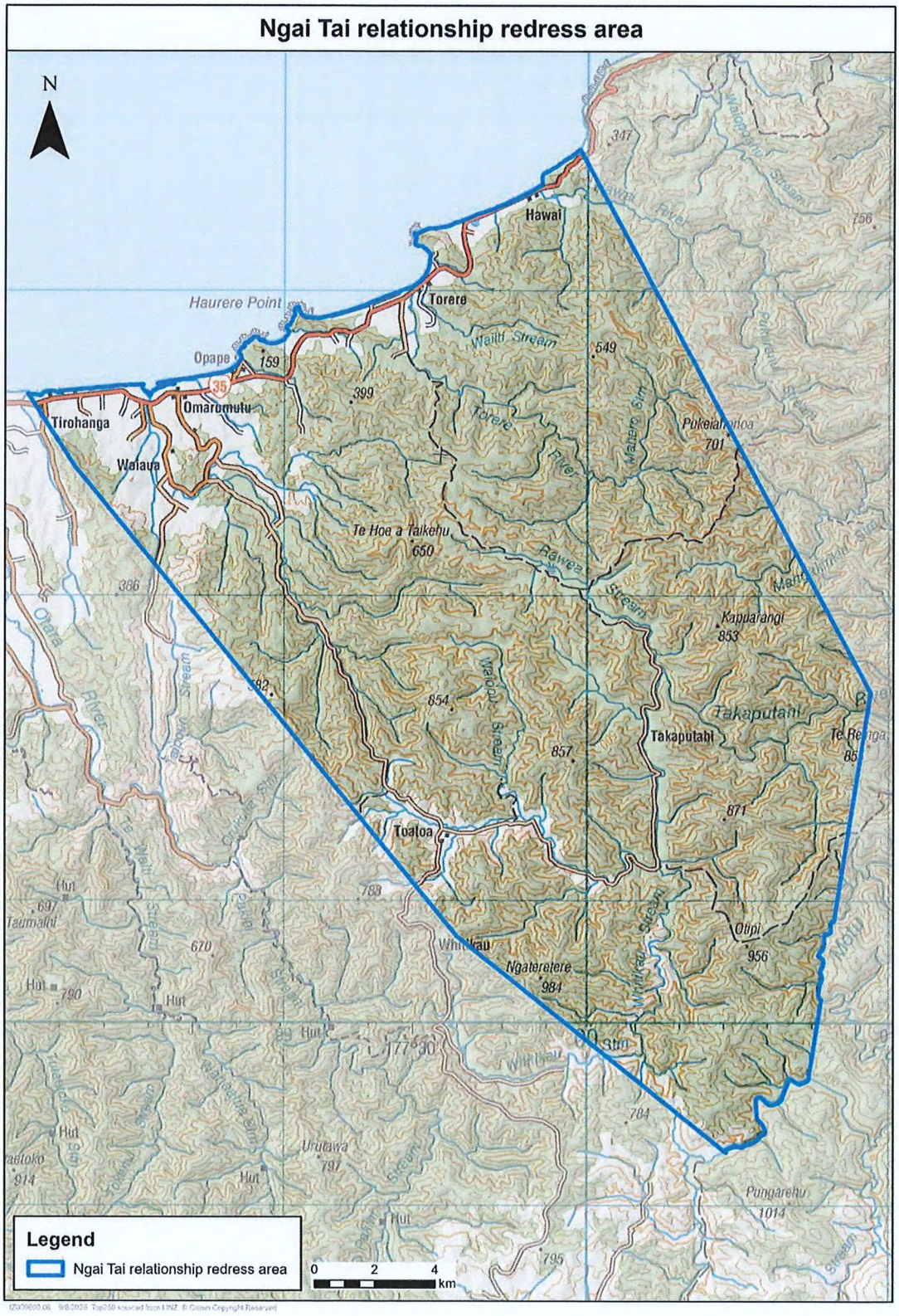
Before me:

(Signature of official witness)

(Printed name of official witness))

(Qualification of official witness

ATTACHMENT A
PROTOCOL AREA MAP



ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister or the governance entity may cancel this Protocol after having given the other party 3 months' notice in writing of their intention to do so.

1.2 The Protocol can only be amended by agreement in writing between the Minister and the governance entity.

2. Noting

2.1 This Protocol must be:

2.1.1 added to a register of protocols maintained by the Chief Executive;

2.1.2 published on a website maintained by the Ministry;

Addition to the register:

2.1.3 is for the purpose of public notice only; and

2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [ ]).

3. Limits

3.1 To avoid doubt, this Protocol does not and is not intended to -

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

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

3.1.2 restrict, limit or qualify the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of [ ] or the governance entity (section [ ]); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [ ]); or

3.1.4 affect any rights or interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [ ]).

3.2 In this Terms of Issue, "**governance entity**" has the same meaning as it has in the Deed of Settlement.

4. Breach

4.1 Subject to the Crown Proceedings Act 1950, the governance entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).

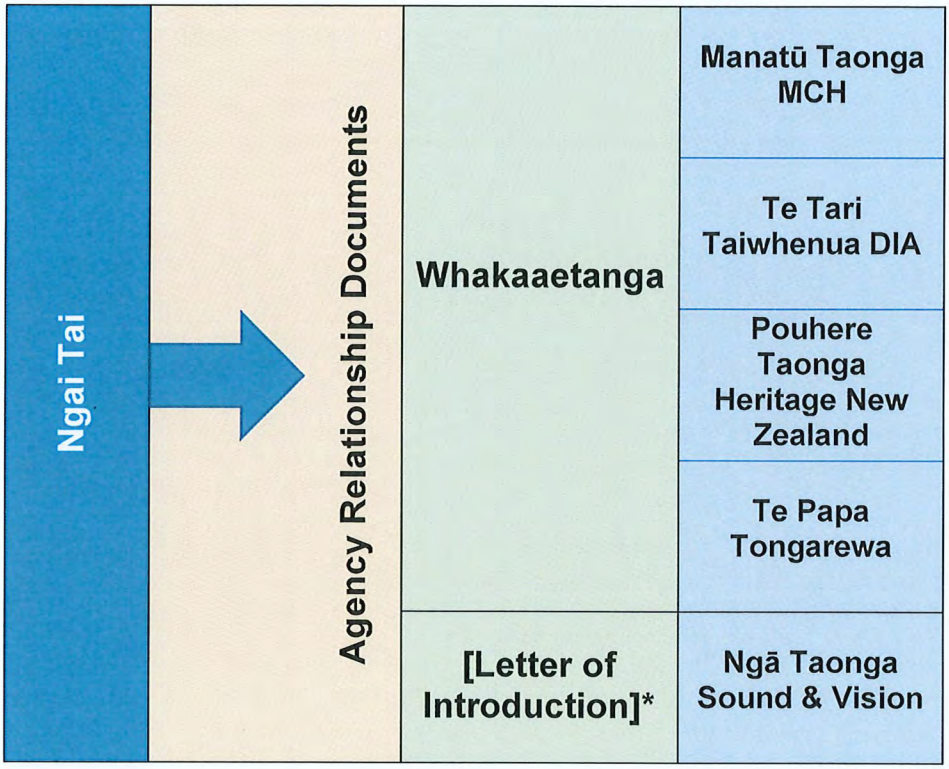
4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).

4. WHAKAAETANGA TIAKI TAONGA

Whakaaetanga Tiaki Taonga
Relationship Agreement between the Culture and Heritage agencies and Ngai Tai

DATE: [TBC]

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 Ngai Tai, a relationship similar to the Whakaaetanga, based on a mutually agreed set of principles which underpins the way we work together.

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Whakaaetanga Tiaki Taonga

The Parties

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

- [PSGE], as representative body of Ngai Tai;
- Manatū Taonga, Ministry for Culture and Heritage ("MCH").
- 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"); and
- Heritage New Zealand Pouhere Taonga ("Pouhere Taonga").

For the purposes of this Whakaaetanga the [PSGE] is the body representative of Ngai Tai who have an interest in the matters covered under this Whakaaetanga. This derives from the status of the [PSGE] as tangata whenua in the Iwi Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
For the purposes of this Whakaaetanga, MCH, DIA (as the agency responsible for the National Library and Archives New Zealand), Te Papa and Pouhere Taonga are referred to as the "Parties."

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

Introduction

Under the Deed of Settlement dated [X] between Ngai Tai and the Crown (the "Deed of Settlement"), the Parties agreed to the development of a:

1. Whakaaetanga between the Culture and Heritage Parties and the Governance Entity to facilitate:

   1.1. the care, management, access, use, development and revitalisation of Ngai Tai taonga; and

   1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Ngai Tai.

2. The Parties have entered into this Whakaaetanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.

3. The Parties wish to record in this Whakaaetanga their common commitment relating to the care and management, use, development and revitalisation of, and access to, Ngai Tai taonga (whether held by Ngai Tai whānau or iwi, or 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 Ngai Tai.

5. The Parties acknowledge that these common commitments are intended to support and promote the vision of [PSGE].

6. Ngai Tai seek to whakapūmau i te mana motuhake o Ngai Tai through the restoration, protection, and intergenerational return of our taonga, mātauranga, and cultural authority. This vision is grounded in an enduring, Te Tiriti-led partnership with the Crown, built on genuine whanaungatanga, trust, and shared responsibility.

7. Central to this is a reset and rebalancing of relationships, particularly in how taonga and archaeological discoveries are managed on Ngai Tai whenua. Ngai Tai seek arrangements that recognise their role as mana whenua, uphold their rights to exercise kaitiakitanga over their lands and taonga, and replace transactional interactions with collaborative, mana-enhancing processes.

8. Ultimately, Ngai Tai aspire to work with the Crown through a reset, strategic, and honourable relationship that recognises all parties as Treaty partners that support meaningful collaboration at both leadership and operational levels. Ngai Tai seek clear, values-based relationships that strengthen trust, enable shared understanding, and create pathways for Ngai Tai to have an active voice in how taonga, whenua, and related systems are cared for and managed.

Purpose

9. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngai Tai taonga, whether held by whānau or the Parties.

10. Parties, who have responsibilities and accountabilities for taonga, recognise the following guidance in developing joint work plans with Ngai Tai:

    10.1. the significance of Ngai Tai taonga to the maintenance and development of culture and to enriching the cultural life of Aotearoa-New Zealand;

    10.2. that Ngai Tai taonga is held and looked after by whānau and iwi, and by the Culture and Heritage Parties to this Whakaaetanga;

    10.3. the cultural and spiritual authority in relation to Ngai Tai taonga;

    10.4. that active and meaningful engagement by the Parties with Ngai Tai in the care and management, use, development and revitalisation of, and access to, 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 Ngai Tai and the high percentage of that population who are living outside the traditional tribal rohe, to connect with their culture and identity; and

    10.6. the need for an enduring and collaborative relationship to be developed between [PSGE] and the Parties.

11. Pouhere Taonga recognises that the purpose of this Whakaaetanga 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 Aotearoa-New Zealand; to enriching the cultural life of Aotearoa-New Zealand;

11.2. that said place-based taonga are looked after by Ngai Tai whānau and iwi;

11.3. the cultural and spiritual authority of Ngai Tai in relation to said place-based taonga;

11.4. that active and meaningful engagement by the Pouhere Taonga with Ngai Tai in the identification, protection, preservation and conservation of their 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 the [PSGE] and Pouhere Taonga.

Vision

12. The Parties recognise and respect the vision of [PSGE] which is for Ngai Tai to understand what taonga are currently held and cared for by the Parties, to have appropriate access to their taonga, and to progressively assume the role of kaitiaki over those taonga.

13. This vision includes a long-term aspiration for the repatriation of Ngai Tai taonga, including those held by institutions and collections domestically and internationally, to be held and cared for by Ngai Tai within their own rohe. Until that aspiration is realised, Ngai Tai look to explore shared kaitiakitanga while evolving services and models of care to safeguard taonga in their current contexts, while intentionally building the capability and capacity of Ngai Tai to receive, protect, and manage them in the future.

14. In support of this vision, Ngai Tai aspire to establish strategic, Te Tiriti-based relationships with the Culture and Heritage Parties that provide a meaningful Ngai Tai voice across taonga-related policy, advisory arrangements, and operational practices. Alongside this, Ngai Tai seek to grow their capability to care for taonga through pathways such as capability-building initiatives, internships, and skill transfer, enabling their people to progressively and sustainably care for their taonga as repatriation occurs over time.

15. This vision is intended to facilitate access to Ngai Tai taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Ngai Tai historical and cultural heritage.

16. The vision of [PSGE] is built upon the already existing relationships between Ngai Tai and the Culture and Heritage Parties. The Parties recognise the joint common role 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 this joint role.

Principles

17. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:

    17.1. working consistently within the context of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;

    17.2. working with a 'no surprises' approach;

    17.3. working in a spirit of co-operation;

    17.4. acknowledging that the relationship is flexible and evolving;

    17.5. respecting the independence of the Parties and their individual mandates, roles and responsibilities; and

    17.6. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.

18. [PSGE] and the Parties have entered this Whakaaetanga in good faith and in the spirit of partnership. [PSGE] and the Parties agree to act in good faith and work fairly, reasonably and honourably towards each other with respect to the commitments identified below.

Effect

19. The requirements of the Whakaaetanga are aspirational and non-binding. 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.

20. 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 [28] of the [Ngai Tai Claims Settlement Act 2026] ("the Settlement Legislation") that implements the Deed of Settlement and is legally enforceable under the Settlement Legislation.

21. For the avoidance of doubt, the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.

22. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.

23. [PSGE] acknowledges that all agreements and commitments contained in this Whakaaetanga are subject to legislative rights and obligations under which the respective Parties operate and the terms upon which specific taonga are held by each of the Parties.

Development of specific pieces of work

24. When requested by the [PSGE], each Party will confirm joint workplans (work plan) with [PSGE], in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:

24.1. provide the detail of the commitments agreed by [PSGE] and each respective Party;

24.2. set out a timetable and milestones for delivering on any agreed commitments;

24.3. confirm the responsibilities for the various Parties in meeting the agreed commitments;

24.4. identify a process for resolving any issues or disputes;

24.5. identify key contact persons for the parties;

24.6. provide for mutually agreed outcomes; and

24.7. provide for the work plan to be reviewed at the annual meeting.

25. Final topics for the work plan will be mutually agreed by [PSGE] and each respective Party and will reflect the priorities, resources and the specific functions and duties of the Parties.

26. When developing work plans Parties may invite any other Party to be involved in discussions about the work plan. The Parties will engage with [PSGE] before issuing any such invitation.

Work Plan Topics Shared by all Parties

27. Potential topics for each of the respective Parties' work plans may include, but are not limited to:

27.1. Care and Management of Ngai Tai taonga held by Parties and of land-based Māori heritage structures and monuments:

a. to provide access, advice and guidance on taonga and cultural heritage issues;

b. to work collaboratively with [PSGE] as far as reasonably practicable, to develop and maintain inventories for Ngai Tai taonga;

c. to work collaboratively with [PSGE] to research Ngai Tai taonga;

d. to work with [PSGE] to develop metadata for Ngai Tai taonga;

e. to work collaboratively with [PSGE] on taonga care, management, and storage;

f. to develop mutually beneficial research projects that enhance the understanding of Ngai Tai taonga and culture; and

g. to work collaboratively with [PSGE] on the identification, preservation and protection of their land based Māori heritage, structures and monuments.

27.2. Sharing knowledge and expertise associated with Ngai Tai cultural heritage 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 Ngai Tai taonga;

c. work together on exhibition planning processes and related activities specific to Ngai Tai taonga;

d. seek advice from [PSGE] regarding specific policy and tikanga guidance as it relates to Ngai Tai taonga; and

e. share information on the preservation and protection of land-based Māori heritage, structures and monuments.

27.3. Opportunities for increased learning and capacity building relating to Ngai Tai 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.

27.4. Care and management of Ngai Tai taonga and cultural heritage under the control of the Iwi.

28. Final topics for the work plans will be mutually agreed by [PSGE] and each respective 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 [PSGE] and each of the Parties.

Ongoing Relationships

29. The Parties agree to meet ("hui of the Parties") if requested by either Party, at a date to be mutually agreed.

30. The Parties will jointly take responsibility for confirming the hui of the Parties and the hui agenda.

31. Each Party will meet its own cost of attending the hui of the Parties.

Communication

32. The Parties commit to:

32.1. maintain effective communication with one another on any concerns and issues arising from this Whakaaetanga and its implementation;

32.2. as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;

32.3. 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;

32.4. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Whakaaetanga and future amendments; and

32.5. include a copy of this Whakaaetanga on the Parties' websites.

33. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Whakaaetanga shall be resolved after considering the [PSGE] vision and principles.

Changes to Policy and Legislation Affecting this Whakaaetanga

34. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with the [PSGE] on legislative and policy development or review which potentially affects Ngai Tai taonga and provides for opportunities for the [PSGE] to contribute to such developments.

35. If any of the Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Parties operate, and which impacts on the purpose of this Whakaaetanga, the Parties shall:

35.1. notify the [PSGE] of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

35.2. make available to the [PSGE] the information provided to Māori as part of the consultation process referred to in this clause; and

35.3. advise the [PSGE]of the final outcome of any such consultation.

36. Where the Parties are required to consult under this Whakaaetanga, the basic principles that will be followed in consulting with the [PSGE] in each case are:

36.1. ensuring that [PSGE] are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Party of the proposal or issues to be the subject of the consultation;

36.2. providing [PSGE] with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;

36.3. ensuring that sufficient time is given for the participation of [PSGE] in the decision-making process including the preparation of submissions by [PSGE] in relation to any of the matters that are the subject of the consultation;

36.4. ensuring that the Party will approach the consultation with [PSGE] with an open mind, and will genuinely consider the submissions of [PSGE] Trustees in relation to any of the matters that are the subject of the consultation; and

36.5. reporting back to [PSGE] Trustees, either in writing or in person, regarding any decisions made that relate to that consultation.

Dispute Resolution

37. In the event that the Parties cannot agree on the interpretation or implementation of this Whakaaetanga, or agree revised terms following a review of the Whakaaetanga, then a meeting will be convened between the [PSGE] and the Chief Executive of, or relevant Minister for, the Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board).

38. Any Party that makes a request for a meeting will give one-months' notice to the other parties.

39. Where the dispute has not been resolved within a reasonable period through a meeting under clause 37 then either Party may require the dispute to be referred to mediation as follows:

    39.1. the Party requiring the dispute to be referred to mediation must provide written notice to the other Party or Parties.

    39.2. the parties will seek to agree upon a mediator and, failing agreement within 15-working days of the date of the notice described in [clause 33.1] mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:

        a. familiar with tikanga-based dispute resolution; and

        b. independent of the dispute.

    39.3. the Mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.

40. Where a Mediator is appointed through the process described in [clause 24], the costs of the mediation will be met jointly by the Parties.

Review Provision

41. 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 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 in the Whakaaetanga remain relevant and continue to capture the purpose of the Whakaaetanga.

42. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at clause 29 and may sign an amended Whakaaetanga that reflects the changes which will take effect upon signing.

Definitions

"the Area"	means the Ngai Tai Relationship Redress Area as defined at Appendix D
"Culture and Heritage parties"	has the same meaning given to it in "the Parties" section of this Whakaaetanga
"Deaccessioned"	means the permanent removal of an item from the collections of Te Papa
"Found"	has the same meaning as in section 2 of the *Protected Objects Act 1975*
"Inventories"	means list of information
"Whakaaetanga" Taonga	means this Whakaaetanga Tiaki
"National Library"	includes the Alexander Turnbull Library
"**Settlement Date**" Settlement.	has the same meaning as in the Deed of
"**Taonga**"	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.
"**Tiaki Taonga**"	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

[Issued on [ ]]

Signing parties

(Name)
Chief Executive
[PSGE]
Date:

WITNESS

Name:
Occupation:
Address:

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

WITNESS

Name:
Occupation:
Address:

Leauanae Laulu Mac Leauanae
Tumu Whakarae, Chief Executive
Manatū Taonga, Ministry for Culture and Heritage
Date:

WITNESS

Name:
Occupation:
Address:

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

WITNESS

Name:
Occupation:
Address:

Dr Arapata Hakiwai
Kaihautū
Te Papa Tongarewa, Museum of New Zealand
Date:

WITNESS

Name:
Occupation:
Address:

Dean Whiting
Chief Executive
Pouhere Taonga, Heritage New Zealand
Date:

WITNESS

Name:
Occupation:
Address:

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

Potential topics for Culture and Heritage Parties' respective work plan 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 [PSGE] to develop processes to record what material relating to Ngai Tai taonga is being accessed from the collections;

   b) to work with [PSGE] to develop protocols concerning use of and access to material relating to Ngai Tai taonga;

   c) to work with [PSGE] to develop exhibition opportunities relating to Ngai Tai Settlement taonga; and

   d) to provide [PSGE] the opportunity to share their mātauranga regarding key activities and events at National Library.

2. Sharing knowledge and expertise associated with Ngai Tai taonga:

   a) to share knowledge and expertise on Ngai Tai taonga held in Aotearoa-New Zealand and overseas; and

   b) to broker relationships with Aotearoa-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 [PSGE] to develop processes to record what material relating Ngai Tai taonga is being accessed from the collections;

   b) to work with [PSGE] to develop protocols concerning use of and access to materials relating to Ngai Tai taonga;

   c) The Chief Archivist will facilitate, where possible, the engagement of public offices with Ngai Tai to identify and arrange for the discharge of any taonga records relevant to the Iwi which are scheduled for disposal and are not required for retention as part of the permanent Government record; and

   d) to develop a process to provide information to [PSGE] on the type of research being conducted when Ngai Tai taonga are being accessed.

4. Monitoring delivery of service:

a) to develop processes to monitor the effectiveness of the relationship with and services to [PSGE] in achieving outcomes mutually agreed in the work plan.

5. Analysis and reporting:

a) to prepare and prioritise a list of key questions to ask regularly in written reports to [PSGE] which will help Archives New Zealand achieve outcomes mutually agreed in the work plan.

6. Advice for public offices and local authorities on access to Ngai Tai taonga:

a) to consult with [PSGE], and advise public offices and local authorities, on best practice in making access decisions for access to Ngai Tai taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

7. To work with [PSGE] 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 Te Papa collections a special connection to the marae – Rongomaraeroa; and

b) shapes and informs many of Te Papa activities and provides guidance for staff in the research, care, and management of taonga.

8. Collaborative Care and Management of Taonga:

a) to develop and maintain an inventory of Ngai Tai taonga held at Te Papa;

b) to work with [PSGE] to develop exhibition opportunities; and

c) to provide opportunities to promote Ngai Tai artists at Te Papa.

9. To provide Ngai Tai the opportunity to share their mātauranga regarding key activities and events at Te Papa:

a) to recognise the [PSGE] as an Iwi authority for Ngai Tai in relation to taonga issues; and

b) to consult with [PSGE] regarding, and provide Ngai Tai with the opportunity to acquire, taonga that may be deaccessioned by Te Papa.

10. Sharing knowledge and expertise associated with Ngai Tai cultural heritage kaupapa:

a) to share knowledge and expertise associated with Ngai Tai 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) Ngai Tai taonga held overseas;

b) to actively facilitate Ngai Tai relationships with Aotearoa-New Zealand and international museums, galleries and heritage organisations; and

c) to actively facilitate opportunities for access and reconnection of [PSGE] taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations:

11. In the future Te Papa and [PSGE] 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 Plan

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

14. These services include:

a) conservation assessments;

b) conservation technical advice and services;

c) conservation workshops; and

d) funding advice.

Mahi Hura Whenua – Māori Heritage and Archaeology

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

provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:

a) assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and Hapū or Iwi has been conducted; and

b) help liaise with communities –relevant Iwi, Hapū and hapori, landowners, developers, archaeologists.

Mahi Raranga Kōrero – Māori Heritage List

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

a) liaise and engage with relevant Iwi/Hapū and hapori and interested groups, e.g. landowners, local authorities, government departments;

b) specifically prepare Māori heritage proposals for entry on the List, researching the history and significance to Iwi/Hapū of their taonga places; and

c) work with Iwi/Hapū and relevant groups towards the long-term conservation, and protection of Māori heritage places, through district planning mechanisms if this is deemed appropriate and conservation advice.

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

a)

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 [PSGE] with the opportunity for input into those matters.

b)

RELATIONSHIP PRINCIPLES

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

WHAKAAETANGA PROVISIONS

3. The Ministry for Culture and Heritage ("MCH") agrees to comply with all its obligations to [PSGE] 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 [PSGE] 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 [PSGE] in writing of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found anywhere else in Aotearoa-New Zealand;

   b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found anywhere else in Aotearoa-New Zealand;

   c) notify [PSGE] 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 Ngai Tai origin found anywhere else in Aotearoa-New Zealand;

   d) notify [PSGE] 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 Ngai Tai origin found anywhere else in Aotearoa-New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

   e) notify [PSGE] 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 Ngai Tai origin found anywhere else in Aotearoa-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 NGAI TAI ORIGIN FOUND ELSEWHERE IN AOTEAROA-NEW ZEALAND

7. If [PSGE] 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 Ngai Tai origin found anywhere else in Aotearoa-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 [PSGE]'s claim of ownership, the Chief Executive will consult with [PSGE] 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 Ngai Tai origin found anywhere else in Aotearoa-New Zealand,

cannot be resolved, the Chief Executive at the request of [PSGE] 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 NGAI TAI ORIGIN FOUND ELSEWHERE IN AOTEAROA-NEW ZEALAND

10. If [PSGE] does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Ngai Tai origin found elsewhere in Aotearoa-New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:

    a) consult [PSGE] before a decision is made on who may have custody of the Taonga Tūturu; and

    b) notify [PSGE] 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 [PSGE] Trustees on any export applications to remove any Taonga Tūturu of Ngai Tai origin from Aotearoa-New Zealand, the Chief Executive will register [PSGE] Trustees on the MCH Register of Expert Examiners.

12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngai Tai origin from Aotearoa-New Zealand, the Chief Executive will consult [PSGE] Trustees as an Expert Examiner on that application, and notify the [PSGE] Trustees in writing of their decision.

THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

13. The Minister has functions, powers and duties under the *Protected Objects Act 1975* and may consult, notify and provide information to [PSGE] within the limits of the Act. In circumstances where the Chief Executive originally consulted [PSGE] as an Expert Examiner, the Minister may consult with [PSGE] 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 [PSGE] in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where [PSGE] was consulted as an Expert Examiner.

REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

15. The Chief Executive will register the [PSGE] as a Registered Collector of Taonga Tūturu.

BOARD APPOINTMENTS

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

NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

17. The Chief Executive shall seek and consider the views of [PSGE] Trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Ngai Tai interests.
18. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the [PSGE], 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 Aotearoa-New Zealand in the period 1840 to 1872 (the New Zealand Wars).

HISTORY PUBLICATIONS RELATING TO NGAI TAI

19. The Chief Executive shall:
    a) provide [PSGE] Trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Ngai Tai; and
    b) where reasonably practicable, consult with [PSGE] Trustees on any work MCH undertakes that relates substantially to Ngai Tai:
        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. [PSGE] Trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by 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 Ngai Tai within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.
22. Where appropriate, the Chief Executive will consider using [PSGE] Trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in [clause 22 and 23] of Appendix B is subject to the Government Procurement Rules, all government good practice policies and guidelines, and MCH's purchasing policy.

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 [PSGE] shall discuss any of MCH's operational activities, which specifically affect Ngai Tai interests in the Area.
24. Notwithstanding the paragraph above, MCH and [PSGE] shall discuss Ngai Tai interests in the Area at the hui of the Parties arranged in accordance with clause 30 of the main body of the Whakaaetanga.

Appendix C: Background information of the agencies

Te Tari Taiwhenua (Department of Internal Affairs)

1. Te Tari Taiwhenua Department of Internal Affairs ("the Department") is the oldest government department and has been part of the fabric of New Zealand's Public Service since the signing of the Treaty of Waitangi.

2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. It works towards ensuring oranga Hapū, Iwi and Māori is improved through an enduring, equitable and positive Māori-Crown partnership; and that Iwi, Hapū and communities across Aotearoa-New Zealand are safe, resilient and thriving.

3. The Department is responsible to several Ministers administering one vote across multiple portfolios. Our portfolios currently include Internal Affairs, Ministerial Services, Racing, Local Government, the Community and Voluntary sector, National Library, Archives New Zealand and the Chief Information Office.

4. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.

5. The Department:

   (a) provides direct services to people, communities and government;

   (b) provides policy advice to government;

   (c) regulates people's activity, encourages compliance and enforces the law;

   (d) monitors performance; and

   (e) currently employs staff in a number of cities and towns in Aotearoa-New Zealand, Sydney and London.

6. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation, the Chief Executive of the Department of Internal Affairs became accountable for the functions of the National Library and of Archives New Zealand.

7. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in this Whakaaetanga in relation to the functions of the National Library and Archives New Zealand and will have an important role in managing the overall relationship with Ngai Tai.

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

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

(a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;

(b) supplementing and furthering the work of other libraries in New Zealand; and

(c) working collaboratively with other institutions having similar purposes, including those forming part of the international library community.

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

(a) to preserve, protect, develop, and make accessible for all the people of New Zealand the collections of that library in perpetuity and in a manner consistent with their status as documentary heritage and taonga;

(b) to develop the research collections and the services of the Alexander Turnbull Library, particularly in the fields of New Zealand and Pacific studies and rare books; and

(c) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

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

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

(a) Full and accurate records are kept by public sector agencies;

(b) Public archives are preserved and well-managed; and

(c) Public archives are accessible and used.

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

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

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

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

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

Museum of New Zealand Te Papa Tongarewa (Te Papa)

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

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

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

    (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;

    (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity;

    (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.

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

Manatū Taonga – Ministry for Culture and Heritage

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

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

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

24. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day celebrations. The Ministry also maintains several heritage websites including 28th Māori Battalion, Te Ara and NZHistory.govt.nz.

Heritage New Zealand Pouhere Taonga

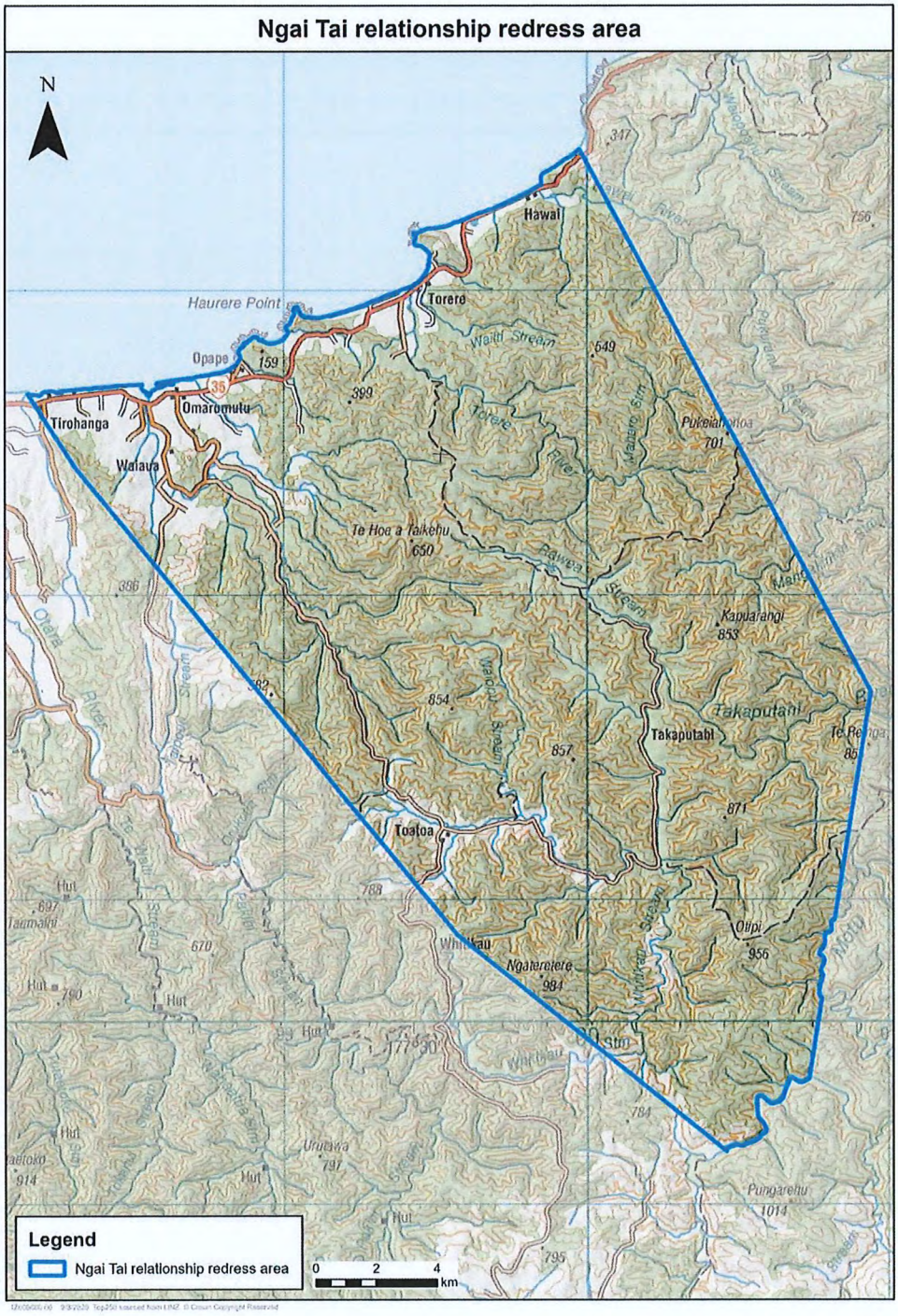
25. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust, is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and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

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

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

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

APPENDIX D: NGAI TAI RELATIONSHIP REDRESS AREA



5. RELATIONSHIP AGREEMENTS

5.1 DEPARTMENT OF CONSERVATION RELATIONSHIP AGREEMENT

[Date on which signed]

TĀKAI HERE – CONSERVATION RELATIONSHIP AGREEMENT

I WAENGA I – BETWEEN

[Governance Entity] as the body representative for **NGAI TAI**

RAUA KO – AND

THE CROWN in right of New Zealand acting by and through the Minister of Conservation and the Director-General of Conservation for the Department of Conservation – Te Papa Atawhai

THROUGH

the Ngai Tai Deed of Settlement

TĀKAI HERE – CONSERVATION RELATIONSHIP AGREEMENT

1 NGĀ TĀPUI – PARTIES

1.1 The parties to this Tākai Here – Conservation Relationship Agreement ("**Tākai Here**") are:

(a) The Ngai Tai post-settlement governance entity (Governance Entity) as the representative body for Ngai Tai; and

(b) The Minister of Conservation and the Director-General of Conservation (Director-General), who represent the Crown and the Department of Conservation / Te Papa Atawhai (Department).

2 PURPOSES

2.1 The purposes of this Tākai Here are to:

(a) record and recognise that for Ngai Tai it is fundamental that Kia Whakamata te Aho Tāhuhu (as set out in Part 3 below) underpins all relationships with the Crown.

(b) assist in resetting the relationship between Ngai Tai and the Department in light of Crown breaches of Te Tiriti o Waitangi since 1840. It represents a first step towards developing a mutually beneficial relationship which is consistent with Te Tiriti o Waitangi / the Treaty of Waitangi moving into the future.

(c) further enhance the conservation-related redress in the settlement by establishing processes to identify opportunities for the parties to progress their agreed strategic objectives for the relationship (Strategic Objectives). These Strategic Objectives will change over time, but an initial 'foundational' set has been agreed and is included in Part 5 for the first term of the Tākai Here.

(d) facilitate, through conservation related Kaupapa, improvements in the wellbeing of the taiao of Ngai Tai, thereby helping to rehabilitate the cultural, social, and economic strength and success of Ngai Tai.

2.2 The parties acknowledge that:

(a) Ngai Tai have cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Ngai Tai Relationship Redress Area, and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.

(b) The Department's functions are set out under legislation including the Conservation Act 1987 and the Acts listed in its Schedule, and include managing "for conservation purposes, all land, and all other natural and historic resources".

(c) The Minister, Director-General and the Department have a responsibility under section 4 of the Conservation Act 1987 to interpret and administer the Conservation Legislation so as to give effect to the principles of the Treaty of Waitangi.

(d) The success of their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Kia Whakamata Te Aho Tāhuhu.

(e) The table at Schedule 4, entitled "actions the parties could take as part of the journey towards a value-based relationship", contains actions suggested by Ngai Tai and the Department retains discretion as to which actions it may wish to progress.

3 KIA WHAKAMATA TE AHO TĀHUHU – FOUNDATIONAL ARCHITECTURE

Ngai Tai Manawanui
Ngai Tai Manawaroa
Ngai Tai Manawapohatu

3.1 The following text records and acknowledges the vision, foundations, values, and principles (Kia Whakamata Te Aho Tāhuhu) that Ngai Tai believe should be the foundational architecture of their relationship with the Crown and the Department, including through this Tākai Here.

Whakamata refers to the process of casting the whenu to the aho tāhuhu; the first line of whatu. It is called the aho tāhuhu because it is the core line strung between the turuturu, from which all subsequent whenu are suspended. The immutable tension held in this foundational line provides the stability, safety, and structural integrity for every row of whatu that follows.

Ngai Tai believe the parties enter into this relationship bound by the distinct tension held in this Punawhakairo:

Mā te whiritahi whakaaro kia toka, Mā te raranga ngātahi tāngata kia tīna
Together in thought as one, shall we be held firm,
Together as an intwined peoples, shall we endure

TE WHAKAKITENGA O NGAI TAI – VISION

Ngai Tai has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

WHAKAPUMAUTIA TE MANA MOTUHAKE O NGAI TAI

NGĀ TIKANGA ARATAKI O NGĀ ŪARATANGA – NGAI TAI GUIDE TO RELATIONSHIPS

Ngai Tai believe that for this Tākai Here to be grounded, it is necessary for the parties to embrace the cultural narratives of Ngai Tai and commit to an enduring partnership. Cultural narratives are how Ngai Tai articulate their heritage, traditions, spiritual connections to the environment and act as powerful enablers in connecting the past to the present resulting in a platform for a sustainable future.

The narratives that surround Ngai Tai provide and serve as grounding roots to their core values. These core values guide Ngai Tai ways of being and doing and therefore are the vital pillars that inform how Ngai Tai should conduct themselves. The Pou

(foundations), Uara ('values'), and Mātāpono (Engagement Principles) below provide a small insight into how these narratives will guide Ngai Tai as a partner to this Tākai Here.

NGĀ POU – FOUNDATIONS

The following shall act as foundations:

(a) Tika	-	Assertive, Accountable and Diligent
(b) Pono	-	Clear, Transparent and Honest
(c) Aroha	-	Respectful and Caring
(d) Manaakitanga	-	Strength of Manaakiao

NGĀ ŪARA – VALUES

Matua te mana | The absolute care, reverence and respect

Ngai Tai are highly anchored on manaakitanga rooted in the lessons generally from their Atua; taken from Te Whakawehenga, and specifically from their co-founding tupuna Manaakiao; and his example of tiaki tāngata tiaki taiao. This results in Ngai Tai being inclusive and collaborative. The true essence of respect for one another to place and space will be adhered to through rituals, protocols, collaborations, engagements, and communications.

To each have the authority to execute all protocols and rituals with the total support of all involved. Mana enhancing and Mana responsible are vital concepts that are intrinsic values that guide one and all. This respect requires substantial, long-term, sustainable, and nurturing of intergenerational partnerships.

Matua te tapū | The absolute potential, spirituality and sacredness

Man is neither height nor centre of creation. This belief is core to Ngai Tai epistemology. It underpins Ngai Tai ways of knowing and being that acknowledge kinship networks that extend to, in, and across the tamariki, mokopuna, and uri whakaheke of Ngai Tai Atua and for which hold space in the taiao on land, in water, and in air. Ngai Tai have retained the language and protocols that enable them to dialogue with their non-human kin, creating mutually intelligible discourses across differences in material, vibrancy, and genealogy. This is achieved through wairua.

Ngai Tai respect for the sacredness of each environment they happen to engage in is also essential and comes with much respect from humanity. Caring for and protecting the environment and its living things is a core value of engagement. Ngai Tai recognise the laws of tapu and noa will inform and impact their relationships and partnerships.

The tradition for Ngai Tai has always been to maintain balance within everything, and therefore the importance and significance of balance in all aspects of this Tākai Here is an important aspect. Ngai Tai have the balance right through the processes, engagements, interactions, protocols, ensuring that there is tapu, there is noa, where there is ao there is pō.

Matua te toa | Being brave to foster success, attainment and gain

Ngai Tai are encouraged to dream, create, and grow through brave conversations, creative solutions and opportunity sourcing for the benefit of a sustainable, healthy Ngai Tai.

This will be achieved by conduct throughout rituals, protocols, engagements, communications, interactions and advancement of Ngai Tai kaupapa. A solution-focused attitude is the guide that gives impetus to a way of doing that brings aroha to Ngai Tai work.

Matua te rauhī | The absolute humility of service and contribution

The importance of humility and service is significant to provide manaakitanga to each other. This is a critical attribute between parties where humility predicts effective leadership and relationships. Humility is associated with minimising status differences, listening to subordinates, soliciting input, admitting mistakes, and changing course when a plan seems not to work.

NGĀ MĀTĀPONO – PRINCIPLES

Embedded in the Ngai Tai way of being as Ngai Tai are Ngai Tai values and tikanga that underpin all relationships. It is important for Ngai Tai that these relationship-mātāpono underpin their relationship with the Crown.

Toitū Te Kupu: Innate Integrity

A relationship of inherited integrity founded on both the intent of one's word and the truth of its expression. The Parties must act with integrity when providing services to Ngai Tai whānau and whenua.

Toitū Te Mana: Inherited Authority

A relationship of authority founded on the recognition of Ngai Tai permanence and the shared responsibility to uphold that mana

Toitū Te Whenua: Physical and Metaphysical Sustenance

A relationship of sustenance founded on humanity having an inalienable connection with, and responsibility to, te taiao and its health and well-being.

4 CONTEXT

4.1 Through the Historical Account, Crown Acknowledgements, and Crown Apology in the Ngai Tai Deed of Settlement, the Crown has recorded and acknowledged that it has breached the Treaty of Waitangi through its actions and, in doing so, caused significant hurt and suffering to successive generations of Ngai Tai.

4.2 Ngai Tai remedy intentions, delivery attainment and achievement aspirations, are both current state and future focussed. A primary intention of Ngai Tai consistently represented throughout negotiations was the return of all conservation whenua within their rohe into Ngai Tai ownership.

4.3 Parts 5 and 6 of the Deed of Settlement set out the redress which has been agreed between the parties in response to breaches of the Treaty of Waitangi by the Crown,

and Ngai Tai aspirations. With respect to conservation land within the Ngai Tai Relationship Redress Area, this includes:

Ngai Tai only

(a) The transfer to the Governance Entity of approximately 9,000 ha of conservation land (to be called He Pito Whanake Reserve), as shown on the map at Schedule 2 to this Tākai Here;

(b) A right of deferred selection and a right of first refusal over approximately 2,450 ha of conservation land (to be called Ngai Tai Raukūmara Reserve), as shown on the map at Schedule 2 to this Tākai Here;

(c) The classification of He Pito Whanake Reserve and Ngai Tai Raukūmara Reserve as a Local Purpose Reserve [1] with dual primary purposes:

- recognise and protect the spiritual, cultural, ancestral, customary and historical relationship between Ngai Tai and the whenua; and
- protect and maintain the ecological values of the reserve.

(d) The appointment, under the Reserves Act 1977, of the Governance Entity to control and manage He Pito Whanake Reserve and Ngai Tai Raukūmara Reserve;

Ngai Tai jointly with Te Whānau a Apanui

(e) From the Ngai Tai settlement date, the appointment, under the Reserves Act 1977, of the Governance Entity and a Te Whānau a Apanui entity to control and manage approximately 5,820 ha of conservation land (to be called the [shared reserve]) as shown on the map at Schedule 2 to this Tākai Here;

(f) The classification of all the conservation land covered by (e) above as a Local Purpose Reserve [2] with dual primary purposes:

- cultural association and ecological restoration;
- recognition and protection of the the spiritual, cultural, ancestral, customary and historical relationship:
  - between Ngai Tai and the whenua; and
  - between Ngā Hapū o Te Whānau a Apanui and the whenua.

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[1] The Governance Entity will also be appointed, under section 24H of the Conservation Act 1987, to manage any marginal strips adjoining He Pito Whanake Reserve or Ngai Tai Raukūmara Reserve.

[2] The Governance Entity and a Te Whānau a Apanui entity will also be appointed, under section 24H of the Conservation Act 1987, to manage marginal strips adjoining the [shared reserve].

(g) At the Te Whānau a Apanui settlement date, the transfer to the Governance Entity and the Te Whānau a Apanui Governance Entity, as tenants in common, of the [shared reserve], subject to it continuing to be managed as a local purpose reserve.

4.4 As the administering body of He Pito Whanake Reserve, the Ngai Tai Raukūmara Reserve, and the [shared reserve] (jointly with Te Whānau a Apanui), the Governance Entity will be responsible for managing nearly all of the conservation whenua in the Ngai Tai rohe. It can undertake management activity for the local purpose for which the Reserve is classified and consistently with the Reserves Act and the Reserve Management Plan (the draft of which it will develop).

4.5 This Tākai Here is in addition to the Reserve Management Plan(s) for He Pito Whanake, Ngai Tai Raukūmara Reserve, and the [shared reserve]. It will come into effect sooner, has a strong relationship focus, and is intended to operate at a strategic level.

4.6 The Department will continue to have statutory responsibilities under conservation legislation including the Wildlife Act 1957, the Reserves Act 1977 (e.g. the approval of draft Reserve Management Plans), the Marine Mammals Protection Act 1978, and the Conservation Act 1987 (e.g. granting of concessions over land that is controlled and managed).

4.7 This Tākai Here should be read subject to the Deed of Settlement.

4.8 This Tākai Here will apply within the Ngai Tai Relationship Redress Area, as shown in Schedule 1 to this Tākai Here (Relationship Redress Area).

5 KOTAHITANGA – HOW THE PARTIES WILL WORK TOGETHER (SETTING OF STRATEGIC OBJECTIVES, ENGAGEMENT & AND BUSINESS PLANNING)

Overview

5.1 Collectively, the agreement of Strategic Objectives, annual senior level engagement, and the annual business planning meeting are the key mechanisms for ensuring, over time, that the Strategic Objectives are progressed.

5.2 Agreeing strategic objectives and committing to engage at least annually at a senior level means Ngai Tai aspirations have visibility and are heard early in the Department's planning process.

5.3 Through engagement at a senior level, and the annual business planning process, the Department and the Governance Entity will work together to create actions to progress the Strategic Objectives. To support these discussions, Schedule 3 identifies the specific departmental workstreams which are most relevant to the initial set of Strategic Objectives.

Strategic objectives

5.4 At the request of the Governance Entity, the Department and the Governance Entity will meet to agree long-term Strategic Objectives for their relationship across the Relationship Redress Area

5.5 For the Department this meeting would involve District Operations Managers and Regional Operations Director or Directors (or Tier 3 and 4 equivalent). From the

Governance Entity appropriate leadership members would attend to empower a mana ki te mana discussion.

5.6 The parties have agreed an initial 'foundational' set of Strategic Objectives. The three foundational strategic objectives are:

1. The identification of opportunities for the Department to support the Governance Entity meet its statutory responsibilities as an administering body under conservation legislation;

2. The identification of opportunities for the Department to support the Governance Entity build its ability to achieve the purpose of He Pito Whanake Reserve, the Ngai Tai Raukūmara Reserve, and the [shared reserve]; and

3. The identification of opportunities for the Governance Entity to be engaged on relevant matters for which the Department retains statutory responsibility under conservation legislation in the Ngai Tai Relationship Redress Area.

5.7 The parties may agree other strategic objectives, in addition to the three foundational strategic objectives listed above, to guide their relationship.

5.8 To assist with the annual business planning process, Schedule 3 identifies the Departmental workstreams that are most relevant to each of the three foundational strategic objectives.

Engagement at a senior level at least annually

5.9 After the initial Strategic Objectives meeting, the Governance Entity will meet with senior staff of the Department within the Relationship Redress Area at least once a year.

5.10 From the Department this would include the Regional Operations Director or Directors (or Tier 3 equivalent), or appropriate delegate, and the relevant District Operations Manager and other regional leadership team members (or Tier 4 equivalent). From the Governance Entity appropriate leadership members would attend to empower mana ki te mana for the annual relationship meeting.

5.11 At this meeting, the parties (the Department and the Governance Entity) will consider whether additional meetings involving senior managers of the Department (above Tier 3) and the Governance Entity are desirable or required on particular issues; this could include matters arising from national work programmes, the Minister's priorities, or matters that are not able to be agreed or resolved at a regional level.

Business planning

5.12 The parties acknowledge that each of them undertakes separate business planning processes prior to the beginning of each new financial year or relevant planning period. These business planning processes determine the scope and scale of work priorities and commitments of the Governance Entity and the Department for the year or relevant planning period. For the Department, the initial business planning processes where forward work programmes are identified largely sit with the District Operations Managers (or Tier 4 equivalent).

5.13 To ensure that the Governance Entity has an opportunity to identify areas for strategic collaboration, at the request of the Governance Entity the relevant District Managers (or Tier 4 equivalent) and representatives of the Governance Entity will meet at an early stage in their annual business planning or relevant planning period processes to:

(a) discuss priorities and commitments being considered by each party for the new financial year;

(b) discuss timeframes for the development of annual work programmes; and

(c) identify potential specific projects to be undertaken together or separately that are consistent with the Strategic Objectives for the relationship. If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this.

5.14 For the good governance and management of the joint Ngai Tai and Te Whānau a Apanui reserve (shared reserve), the Department must provide for meetings involving the Parties and Te Whānau a Apanui to identify areas for strategic collaboration, and to support associated business planning processes, consistent with clause 5.12 above.

5.15 Where parties have identified, under clause 5.12 above, a project they want to progress jointly or separately, and that project potentially affects neighbouring hapū, the parties may engage with affected hapū in conjunction with other meetings arranged by either party, such as collective meetings with other iwi and hapū and/or meetings regarding specific projects.

5.16 The Department and the Governance Entity retain discretion over which projects are funded and their level of financial commitment.

5.17 Each year, the Department and the Governance Entity will report to each other on the work (in a format agreed between the parties at the annual business planning meeting) that they have carried out in that financial year to progress the Strategic Objectives for the relationship.

6 COMMUNICATION & CONSULTATION

6.1 The Department and the Governance Entity will:

(a) maintain up-to-date contact details;

(b) advise each other of any significant changes that have occurred or are actively being considered including organisational, legislative, policy or administrative changes regarding how either party is or might be working in the Relationship Redress Area; and

(c) advise each other of potential opportunities for applying for funding for conservation purposes (either jointly or individually with the support of the other party).

6.2 Where engagement is required under this Tākai Here, the Department will:

(a) ensure that the Governance Entity is engaged as soon as reasonably practicable following the identification of the matter 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 the 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.

Te Whakawhiti Mōhiohio – Information And Data Sharing

6.3 The Parties recognise the mutual benefit of information exchange, where appropriate.

6.4 The Parties will explore opportunities to share scientific and cultural resources and information, national and regional data, and research material to support conservation outcomes within the Relationship Redress Area and to assist Ngai Tai to exercise their role as kaitiaki.

6.5 The Department is subject to the requirements of the Official Information Act 1982 (**OIA**), including statutory timeframes for responding to requests for information, and the Privacy Act 2020.

6.6 Nga Tai consider that, in sharing data or information, both Parties should have regard to the principles of Māori data sovereignty (as developed by Te Mana Raraunga in the October 2018 Te Mana Raraunga Charter).

7 CROSS-ORGANISATIONAL OPPORTUNITIES

7.1 As part of the annual business planning process, the Department and the Governance Entity will discuss:

(a) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Relationship Redress Area. Options may include wānanga, education, training, development and secondments; and

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

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

8 TE WHAKARITE WHANONGA – DISPUTE RESOLUTION

8.1 If a dispute arises in connection with this Tākai Here, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe. Subject to that requirement, the parties may by mutual agreement vary the process set out in clauses 9.2 to 9.2 below.

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

8.3 If, following the process in clause 6.2, 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.

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

9 TE WHAKARAUORA ME TE WHAKATIKA – REVIEW & AMENDMENT

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

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

10 TE WĀ WHAKAHAERE – TERMS OF AGREEMENT

10.1 This Tākai Here is entered into pursuant to sections [ ] of the [ ] Act and clause [ ] of the Ngai Tai Deed of Settlement. The Tākai Here does not override or limit:

(a) legislative or legal rights, powers or obligations;

(b) the functions, duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department;

(c) the functions, duties and powers of the Chairperson, Chief Executive Officer or any other officials or officers of the Governance Entity;

(d) the ability of the Crown to introduce legislation and change government policy.

(e) the ability of Ngai Tai through its Governance Entity to introduce and change its policy.

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

(a) land or any other resource held, managed or administered under Conservation Legislation;

(b) flora or fauna managed or administered under Conservation Legislation; or

(c) rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.

10.3 A breach of this Tākai Here is not a breach of the Ngai Tai Deed of Settlement.

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

(a) seek a public law remedy, including judicial review; or

(b) subject to the Crown Proceedings Act 1950, seek to enforce the Tākai Here

but in either case damages or compensation (with the exception of court costs) may not be awarded.

10.5 Clause 11.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.

11 TE WHAKAPŪMAUTANGA – ATTESTATION

11.1 Through this Tākai Here the parties commit to resetting their relationship, as a tatau pounamu - first step towards developing a mutually beneficial relationship which is consistent with Te Tiriti o Waitangi / the Treaty of Waitangi.

AGREED on [ ]

SIGNED by the **Minister of Conservation:**

WITNESS:

Name: _____

Occupation: _____

Address: _____

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

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED for and on behalf of **[[X] Post-Settlement Governance Entity]** by [the Chair]:

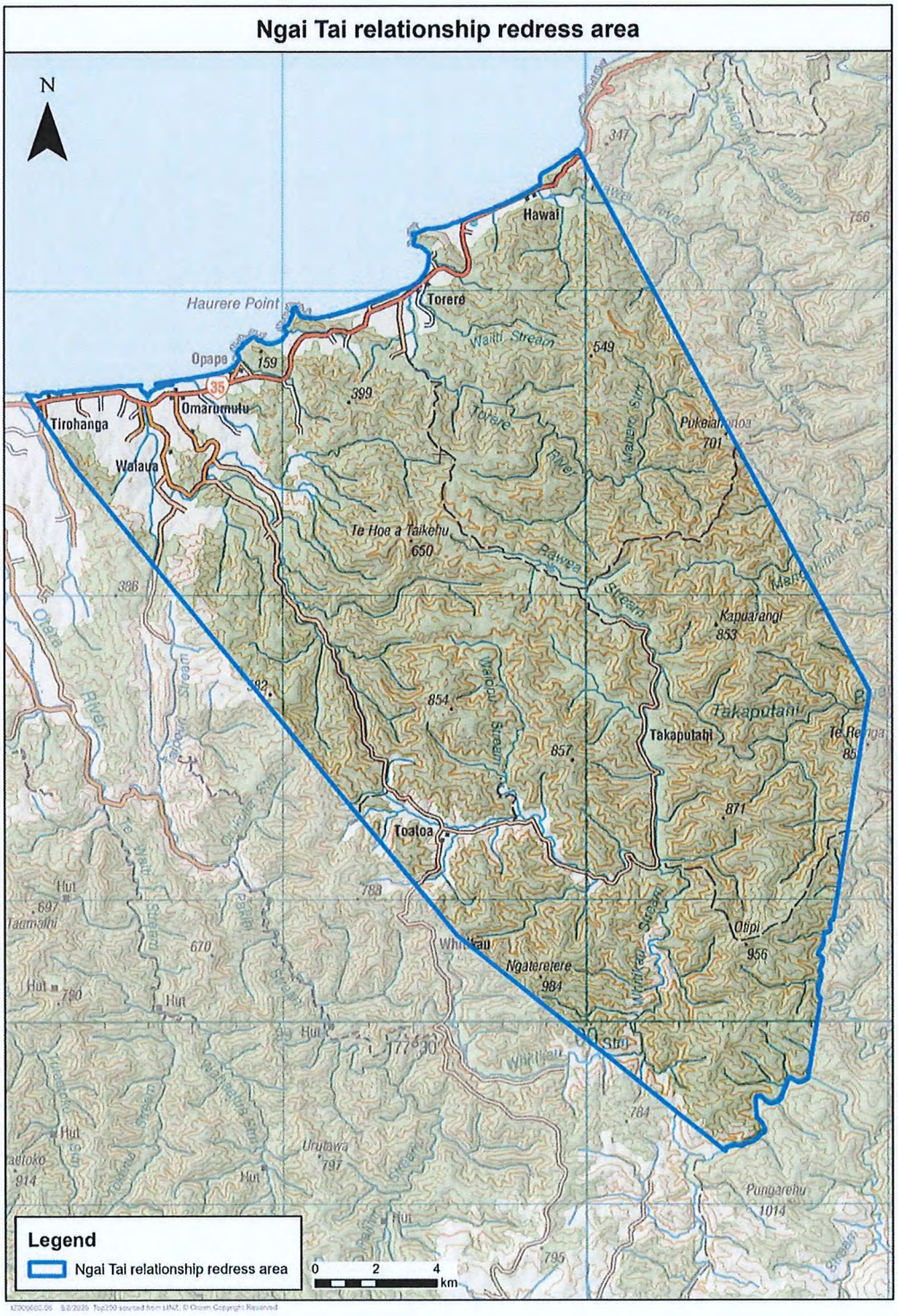
WITNESS:

Name: _____

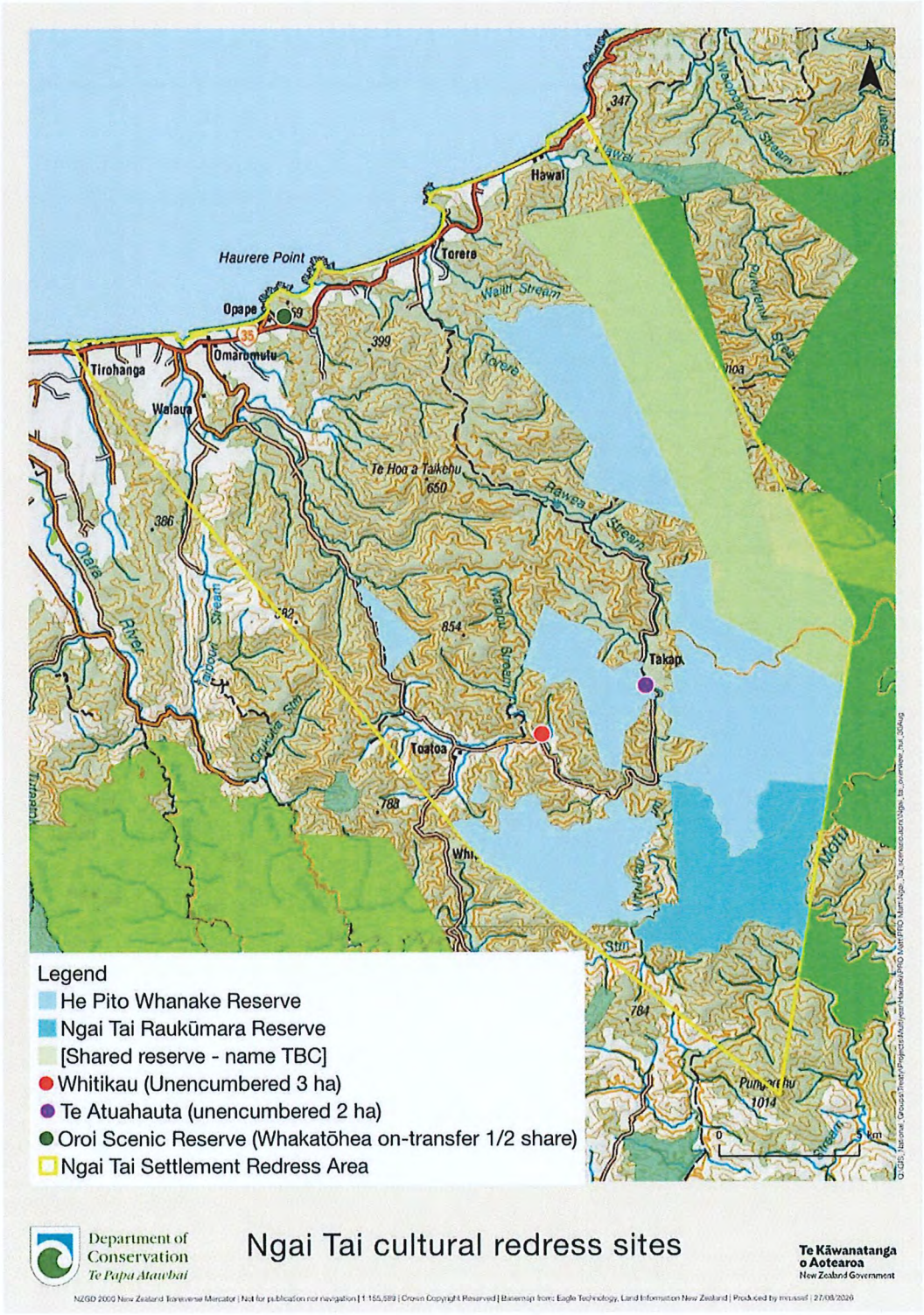
Occupation: _____

Address: _____

SCHEDULE 1
Map: Ngai Tai Relationship Redress Area



SCHEDULE 2
Map: Ngai Tai cultural redress sites



[update for shared reserve name, 33 ha]

SCHEDULE 3
Departmental workstreams that contribute to Foundational Strategic Objectives

FOUNDATIONAL STRATEGIC OBJECTIVE #1: IDENTIFICATION OF OPPORTUNITIES TO SUPPORT THE GOVERNANCE ENTITY MEET ITS STATUTORY RESPONSIBILITIES UNDER CONSERVATION LEGISLATION

1. STATUTORY PLANNING DOCUMENTS

1.1 The Department has obligations under the Conservation Legislation to prepare, review and amend planning documents, including conservation management strategies, national park management plans and conservation management plans ("Statutory Planning Documents").[3]

1.2 The Department and the Governance Entity will meet to identify and seek to address issues affecting Ngai Tai 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 Redress Area.

Reserve Management Plan for He Pito Whanake Reserve

1.3 Supporting the Governance Entity to develop the first draft Reserve Management Plan for He Pito Whanake is an example of an opportunity for the Department to assist the Governance Entity meet its statutory responsibilities under conservation legislation. Without pre-determining the outcome of future discussions between the Department and the Governance Entity, this might include, for the first Reserve Management Plan for He Pito Whanake:

(a) the parties agreeing to appoint a third party to prepare the draft plan in consultation with the Governance Entity, to build the Governance Entity's management planning capability; or

(b) the Department providing administrative support to the Governance Entity for processes required under section 41 of the Reserves Act 1977.

3. Under the proposed reforms to the conservation management planning system, Conservation Strategies, Conservation Management Plans, and National Park Management Plans will be replaced by a single layer of "area plans". If the reforms are enacted, the text in this Part will need to be updated.

FOUNDATIONAL STRATEGIC OBJECTIVE #2: IDENTIFICATION OF OPPORTUNITIES TO SUPPORT THE GOVERNANCE ENTITY BUILD ITS CAPABILITY TO ACHIEVE THE PURPOSES OF HE PITO WHANAKE

Purpose #1 – Recognise and protect the spiritual, cultural, ancestral, customary and historical relationship between Ngai Tai and the whenua

2. STATUTORY PLANNING DOCUMENTS

2.1 Developing the first Reserve Management Plan for He Pito Whanake will be a significant contributor to this purpose/ strategic objective. As noted above, there may be opportunities for the Department to support the Governance Entity in this regard.

3. STATUTORY AUTHORISATIONS

3.1 As noted below (refer 6.2), under the Reserves Act some decision-making functions for land manged as a Local Purpose Reserve sit with the administering body (rather than the Minister of Conservation).

3.2 Where this is not the case, and the decision-maker remains the Minister of Conservation (or their delegate), there may be other opportunities for the parties to discuss how decision-making might be exercised in a way that enables this purpose of the reserve to be achieved within the legislative context.

3.3 An example of this may be the Minister of Conservation responding to the Governance Entity's wish for a rahui by restricting access to part of the reserve for a limited time to recognise and protect the spiritual or cultural values of the whenua and the people who use it (to the extent permitted under the Reserves Act 1977).

Purpose #2 – Protect and maintain the ecological values of He Pito Whanake

4. FRESHWATER FISHERIES, SPECIES & HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES & PEST CONTROL)

4.1 The Department and the Governance Entity share aspirations in relation to the conservation of freshwater fisheries and habitats, and protection of ecosystems and indigenous flora and fauna.

4.2 Following settlement, most of these habitats and ecosystems within the Ngai Tai Relationship Redress Area will be located on He Pito Whanake, or adjoining Māori-owned land.

4.3 Through engagement at a senior level, and the annual business planning process, the Department and the Governance Entity will work together to create actions to protect and maintain the ecological values of He Pito Whanake. These actions may include:

(a) Ngai Tai undertaking conservation-training led and delivered by the Department (e.g. pest management, habitat restoration);

(b) Ngai Tai participating in the development or implementation of research or monitoring programmes;

(c) Ngai Tai participating in national species programmes (where Ngai Tai request to do so);

(d) co-ordinating pest control where members of Ngai Tai are adjoining landowners, or opportunities to participate in landscape-scale pest management;

(e) Ngai Tai and the Department sharing non-confidential data and research material to improve the effectiveness of conservation management or advocacy

(f) the Department informing the Governance Entity of the national sites and species programmes on which it will be actively working, and provide opportunities for Ngai Tai to participate in these programmes.

FOUNDATIONAL STRATEGIC OBJECTIVE #3: IDENTIFICATION OF OPPORTUNITIES FOR CONSULTING THE GOVERNANCE ENTITY ON RELEVANT MATTERS THE DEPARTMENT RETAINS STATUTORY RESPONSIBILITY FOR

5. MARINE MAMMALS STRANDINGS

5.1 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.

5.2 The Governance Entity will be advised of marine mammal strandings within the Relationship Area. A co-operative and collaborative approach will be adopted by the parties to this Tākai Here, within the statutory constraints, enabling the Governance Entity to participate fully in the management of stranding events, including the recovery of bone (including teeth and baleen) for cultural purposes and the burial of marine mammals. The Department will make reasonable efforts to inform the Governance Entity before any decision is made to euthanise a marine mammal or gather scientific information.

6. STATUTORY AUTHORISATIONS

6.1 This section relates to the granting of concessions, permits and other authorisations by the Minister of Conservation, Director-General and their delegates (as the case may be) under the Conservation Legislation ("**Statutory Authorisations**").

6.2 As the administering body of He Pito Whanake Reserve, the [Ngai Tai Raukūmara reserve], and the [shared reserve] (jointly with Te Whānau a Apanui), the Governance Entity will assume responsibility for some Statutory Authorisations under conservation legislation from the Ngai Tai settlement date.

6.3 For all other Statutory Authorisations, the Department and the Governance Entity will identify categories of Statutory Authorisations that may impact on the cultural, spiritual, traditional or historic values of Ngai Tai. These categories will be reviewed on a continuing basis. In the identified categories the Department will:

(a) advise and encourage all prospective applicants whose application is within the Relationship Redress Area to consult the Governance Entity before filing their application; and

(b) engage with the Governance Entity at an early stage, on such categories of authorisations or renewal of authorisations within the Relationship Redress Area.

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

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

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

SCHEDULE 4

Note: The parties acknowledge that the table below contains suggestions from Ngai Tai and the Department retains discretion as to which actions it may wish to progress.

Table: Actions the parties could take as part of the journey towards a value-based relationship

Ngā Mātāpono	Suggested actions
Toitū Te Kupu Relationship of Integrity The intent of one's word and the truth of its expression	• Engage with Ngai Tai to gain a deeper understanding of Kia Whakamata Te Aho Tāhuhu and the unique aspirations of Ngai Tai, in part to ensure local staff are equipped to promote that understanding to all parts of the Department and relevant conservation stakeholders as appropriate. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. • Promptly discuss any concerns raised by either party regarding whether actions support Kia Whakamata Te Aho Tāhuhu. • A focus on building and maintaining a strong relationship in practice that complements legal contracts or agreements including those in the deed of settlement. • Engagement based on the principle of Rangatira ki te Rangatira, Mana ki te Mana. • Ensure regular hui/discussions are being held at an operational level with Ngai Tai in order to nurture and maintain a positive relationship. • Identify shared goals and values and develop strategies to achieve them together. • Continual exploration of new ways to work together and enhance the partnership
Toitū Te Mana Relationship of Authority Recognition of the permanence of Ngai Tai mana and the shared responsibility to uphold that mana.	• Recognise Ngai Tai as tāngata whenua, respect their rangatiratanga and help empower them to participate and make informed decisions. • Support opportunities to engage in a way that aligns with Kia Whakamata Te Aho Tāhuhu and values the contributions and perspectives of Ngai Tai. • Provide for discussion of long-term strategic objectives for the relationship, an annual relationship meeting involving senior staff from the Department and the Governance Entity, and early engagement in respective annual to identify potential projects to progress the strategic objectives (refer to part 5 of this Relationship Agreement). • Respecting the mana of Ngai Tai and the values and tikanga expressed in Kia Whakamata Te Aho Tāhuhu. • Engage with Ngai Tai so that it can, if it chooses, have an active role in shaping policy and programs that affect their iwi, whānau, and community within the rohe. • To incorporate Kia Whakamata Te Aho Tāhuhu at the operational level to ensure that institutional knowledge persists beyond staff turnover. • To value the contributions and perspectives of Ngai Tai in order to

	consistently support more equitable outcomes for Ngai Tai and Aotearoa New Zealand.
Toitū Te Whenua Relationship of Sustenance The inalienable connection of humanity with, and responsibility to, our taiao and its health and well-being.	• Exploring opportunities for collaboration as they arise, including collaboration to enhance the cultural, environmental, social and economic well-being of Ngai Tai. • Engage with Ngai Tai in relation to policies and practices that prioritise the health and wellbeing of the taiao and its inhabitants, both now and for the future generations. • Provide information to, and ensure effective reporting for, Ngai Tai to enable meaningful engagement regarding the whenua and taiao, and those things which impact on the taiao. • To understand and be able to appropriately address/consider the connection of humanity and the taiao for Ngai Tai and see policies and projects through this lens. • Development of a holistic, values-based relationship with Ngai Tai that is more than just transactional.

5.2 MINISTRY OF EDUCATION RELATIONSHIP AGREEMENT

Dated [TBC]

TĀKAI HERE – RELATIONSHIP AGREEMENT

I WAENGA I – BETWEEN

[Governance Entity] as the body representative for **NGAI TAI**

RAUA KO – AND

The Ministry of Education – Te Tāhuhu o te Mātauranga

MĀ ROTO I – THROUGH

the Ngai Tai Claims Settlement Act [year]; and the Ngai Tai Deed of Settlement

1. TE PŪTAKE – PURPOSES

1.1 This **Tākai Here** formalises the relationship between the Ministry of Education (the "**Ministry**") and Ngai Tai through its post-settlement governance entity (the "**Governance Entity**"). It establishes a framework to enable the Parties to develop and maintain a positive and enduring working relationship by:

(a) acknowledging the mana of Ngai Tai within its Relationship Redress Area, including the guiding expressions at clause 2 that Ngai Tai considers underpins the relationship between the Parties post-settlement;

(b) establishing relations between the Parties based on Te Tiriti o Waitangi / the Treaty of Waitangi and its principles, including acknowledgment of past breaches of Te Tiriti o Waitangi/the Treaty of Waitangi by the Crown;

(c) committing to an ongoing dialogue maintained through which the Parties are kept aware of each other's interests; and

(d) exploring opportunities for collaboration are explored when they arise.

1.2 Tākai Here should be read subject to the Deed of Settlement.

2. WHAKATAUĀKĪ Ō NGAI TAI – NGAI TAI GUIDING EXPRESSIONS

2.1 *"He iti taku iti, he iti kōpara e pīoi ana te tihi o te kahikatea"*

Even the small bellbird can sway the mighty kahikatea (emphasising the power of collective strength and intergenerational knowledge)

2.2 *"Kia ūhia ā tātou mokopuna ki te korowaitanga o Ngāi Tai."*

Envelop mokopuna in the korowai of Ngāi Tai so they carry inherited mana and flourish to their fullest potential.

3. *The following text records and acknowledges the vision, foundations, values and principles (Kia Whakamata Te Aho Tāhuhu) that Ngai Tai believe should be the foundational architecture of their relationship with the Crown and the Ministry of Education, including through this Tākai Here.*

KIA WHAKAMATA TE AHO TĀHUHU– FOUNDATIONAL ARCHITECTURE

Ngai Tai Manawanui
Ngai Tai Manawaroa
Ngai Tai Manawapohatu

3.1 Whakamata refers to the process of casting the whenu to the aho tāhuhu; the first line of whatu. It is called the aho tāhuhu because it is the core line strung between the turuturu, from which all subsequent whenu are suspended. The immutable tension

held in this foundational line provides the stability, safety, and structural integrity for every row of whatu that follows.

3.2 This instrument sets out the foundational architecture of the relationship between the Parties, setting out the values and principles, roles and responsibilities, as well as any mechanisms or processes to give strategic and operational effect to this Tākai Here. Ngai Tai and the Crown enter into this relationship bound by the distinct tension held in this Punawhakairo:

Mā te whiritahi whakaaro kia toka, Mā te raranga ngātahi tāngata kia tīna

Together in thought as one, shall we be held firm, Together as an intwined peoples, shall we endure

TE WHAKAKITENGA O NGAI TAI – VISION

3.3 Ngai Tai has determined a vision for the iwi that reaches across all its work and decision-making. That vision is:

WHAKAPŪMAUTIA TE MANA MOTUHAKE O NGAI TAI

NGĀ TIKANGA ARATAKI O NGĀ ŪARATANGA – NGAI TAI GUIDE TO RELATIONSHIPS

3.4 For this Tākai Here to be grounded, embracing the cultural narratives of Ngai Tai represents a commitment to an enduring partnership that is built through active engagement and shared delivery. Cultural narratives are how Ngai Tai articulate our heritage, traditions, spiritual connections to the environment and act as powerful enablers in connecting our past to the present resulting in a platform for a sustainable future.

3.5 The narratives that surround Ngai Tai provide and serve as grounding roots to our core values. These core values guide our ways of being and doing and therefore are the vital pillars that inform how we should conduct ourselves within the processes and protocols. The Pou (foundations), Uara ('values') Mātāpono (Engagement Principles) below provide a small insight into how these narratives guide us as partners and how we conduct ourselves whilst undertaking the processes and protocols as partners.

NGĀ POU – FOUNDATIONS

3.6 The following shall act as foundations:

(a)	Tika	-	Assertive, Accountable and Diligent
(b)	Pono	-	Clear, Transparent and Honest
(c)	Aroha	-	Respectful and Caring
(d)	Manaakitanga	-	Strength of Manaakiao

NGĀ ŪARA – VALUES

3.7 Matua te mana | The absolute care, reverence and respect

Ngai Tai are highly anchored on manaakitanga rooted in the lessons generally from our Atua; taken from Te Whakawehenga, and specifically from our co-founding tupuna Manaakiao; and his example of tiaki tāngata tiaki taiao. This results in Ngai Tai being inclusive and collaborative.The true essence of respect for one another to place and space will be adhered to through rituals, protocols, collaborations, engagements, and communications.

To have the authority to execute protocols and rituals with the support of all involved. Mana enhancing and Mana responsible are vital concepts that are intrinsic values that guide one and all. This respect requires substantial, long-term, sustainable, and nurturing of intergenerational partnerships.

Practical expression of matua te mana is in:

(a) acknowledging that the relationship is flexible and evolving;

(b) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise; and

(c) ensuring accountability for agreed decisions and actions through monitoring and continuous improvement cycles.

3.8 Matua te tapū | The absolute potential, spirituality and sacredness

Humanity are neither height nor centre of creation. This belief is core to Ngai Tai epistemology. It underpins our ways of knowing and being that acknowledge kinship networks that extend to, in, and across the tamariki, mokopuna, and uri whakaheke of our Atua and for which hold space in the taiao on land, in water, and in air. We have retained the language and protocols that enable us to dialogue with our non-human kin, creating mutually intelligible discourses across differences in material, vibrancy, and genealogy. This is achieved through wairua.

Our respect for the sacredness of each environment we happen to engage in is also essential and comes with much respect from humanity. Caring for and protecting the environment and its living things is a core value of engagement. We recognise the laws of tapu and noa will inform and impact our relationships and partnerships.

The tradition for Ngai Tai has always been to maintain balance within everything, and therefore the importance and significance of balance in all aspects of this Tākai Here is an important aspect. We have the balance right through the processes, engagements, interactions, protocols, ensuring that there is tapu, there is noa, where there is ao there is pō.

3.9 Matua te toa | Being brave to foster success, attainment and gain

Ngai Tai are encouraged to dream, create, and grow through brave conversations, creative solutions and opportunity sourcing for the benefit of a sustainable, healthy Ngai Tai.

This will be achieved by conduct throughout rituals, protocols, engagements, communications, interactions and advancement of our kaupapa. A solution-focused attitude is the guide that gives impetus to a way of doing that brings aroha to our work.