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

3.11 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 our whānau and whenua.

3.12 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

3.13 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. NGĀ WHĀINGA TĀKAI HERE Ō NGAI TAI – NGAI TAI ASPIRATIONS FOR THE RELATIONSHIP WITH MINISTRY OF EDUCATION

4.1 Ngai Tai aspirations for its relationship with the Ministry, are:

(a) to uphold the spirit Te Tiriti o Waitangi/Treaty of Waitangi;

(b) the Ministry commits to working in partnership with Ngai Tai, recognising the relationship as enduring and long-term;

(c) the Ministry recognises whakapūmautia te mana motuhake o Ngai Tai as basis for setting the relationship between Ngai Tai and the Ministry of Education;

(d) the Ministry acknowledges that Te Kura o Tōrere is central to Ngai Tai and the Tōrere community and functions as both an educational setting and a community hub, supporting Ngai Tai social, cultural, and collective wellbeing;

(e) the Ministry acknowledges the desire of Ngai Tai to contribute to 'a better tomorrow' through mātauranga ā-Ngai Tai supporting broader education goals and outcomes;

(f) the Ministry recognises and respects Ngai Tai aspirations of iwi-led approach to teaching and learning, and acknowledges Ngai Tai commitment to place-based learning in which te taiao | the environment is understood as the primary classroom;

(g) the Ministry acknowledges that te reo o Ngai Tai is integral to Ngai Tai identity, mana, and wellbeing, and recognises Ngai Tai aspirations to revitalise, re-establish, and affirm their distinct reo, including through the establishment of Ngai Tai-led kōhanga reo and coherent reo and education pathways;

(h) the Ministry recognises Ngai Tai aspirations for the kura to reach its full potential, to remain sustainable and enduring for future generations, and to actively support Ngai Tai learners to be confident, connected, and committed in their Ngaitaitanga.

4.2 Ngai Tai intent is that the work plans that arise from the Tākai Here will contribute to realising outcomes, including:

(a) advancing the revitalisation, re-establishment, and everyday use of te reo o Ngai Tai, including agreed actions that support the development of Ngai Tai-led kōhanga reo and coherent reo pathways across early learning and schooling within the Ngai Tai rohe;

(b) supporting whānau to participate in high-quality education from early childhood through schooling for uri of Ngai Tai and those within the rohe of Ngai Tai;

(c) strengthening Ngaitaitanga, identity, belonging, and wellbeing for learners, whānau, and the wider Ngai Tai community.

5. TE TŪHONOTANGA – ENGAGEMENT

5.1 The Parties commit to engaging with each other through the following mechanisms:

(a) Attend an annual relationship hui as set out in clauses 5.3 to 5.8;

(b) Progress work on agreed mutual priorities through operational level engagement as set out in clause 5.9; and

(c) Collaborate and develop a work plan as set out in clauses 5.10 to 5.14.

5.2 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

HUI Ā-TAU – Annual Relationship Hui

5.3 The Parties agree that a senior representative of the Governance Entity and the Ministry of Education will participate in an annual relationship meeting.

5.4 The Ministry of Education representative at the annual relationship meeting will be a senior leader or appropriate delegate.

5.5 Before each annual relationship meeting, representatives of the Governance Entity and Ministry of Education will agree to administrative arrangements for the meeting including the agenda.

5.6 Each Party will meet the costs and expenses of its representatives attending annual relationship meetings unless otherwise agreed by the Parties.

5.7 The first annual relationship meeting will take place within 3 months of a written request by the Governance Entity.

5.8 The Parties may, over certain periods of time, mutually agree not to hold annual relationship meetings.

Te Tūhono ā-Mahi – Operational Level Engagement

5.9 The Parties agree that ongoing engagement may be needed to operationalise the work plan developed as set out in clauses 5.10 to 5.16 and will meet as required to deliver on action items and timeframes set out in the work plan, this work may include business as usual (BAU) components. Operational level engagement may involve:

(a) coordinating the organisation of the annual strategic relationship hui;

(b) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;

(c) mitigating issues and risks;

(d) explore further opportunities for collaboration as they arise; and

(e) monitoring progress against the work plan indicators.

Mahere Mahi – Work Plan

5.10 As a result of the relationship meetings, held in accordance with clauses 5.3 to 5.8, and at other relationship meetings held in accordance with clause 5.9, the Parties may develop a work plan.

5.11 Work plans will be mutually agreed by the Governance Entity and the Ministry of Education and will reflect the priorities and the specific functions and duties of the Parties.

5.12 For the period of 12 months following settlement date the development of work plan may include projects and topics such as the following:

(a) sharing of information which is of mutual benefit;

(b) facilitating contact with available expertise within the Ministry to assist with priorities of Ngai Tai;

(c) creating opportunities for increased learning and capacity building;

(d) any other opportunities to innovate and collaborate as the relationship develops.

5.13 Progress work on agreed mutual priorities through operational level engagement, such as a work plan, will involve contacts outlined in clauses 8.1 and 8.2;

5.14 Monitoring of agreed indicators will inform development and review of the work plan.

5.15 The Parties may jointly agree to use *Table 1: The Workplan Framework* as a guide to inform the structure of any shared Workplan(s).

Table 1: The Workplan Framework:

TIER 1: STRATEGIC OBJECTIVES (5-to-30-Year Horizon) *Focus: Medium-term regional programs, regulatory gatekeeping, resource allocation, and capability systems across the entire Area of Interest*
• *Intentions (Strategic Aspirations & Commitments*
• *Planning / Roadmap (Macro Frameworks & Regional Rules)*
• *Implementation (High-Level Relationship Mechanics)*
TIER 2: OPERATIONAL OBJECTIVES (1-to-5-Year Horizon) *Focus: Shared high-level vision, setting statutory rules, policy alignment, and political/Treaty mandates across the entire Area of Interest.*
• *Intentions (Strategic Aspirations & Commitments*
• *Planning / Roadmap (Macro Frameworks & Regional Rules)*
• *Implementation (High-Level Relationship Mechanics)*
TIER 3: TACTICAL OBJECTIVES (Annual/Programme Horizons) *Focus: Immediate, on-the-ground field operations, localised schedules, and day-to-day ranger delivery across the entire Area of Interest*
• *Intentions (Strategic Aspirations & Commitments*
• *Planning / Roadmap (Macro Frameworks & Regional Rules)*
• *Implementation (High-Level Relationship Mechanics)*

5.16 The Parties may jointly design a guide together to deliver any workplan(s).

6. TE WHAKAPĀPĀ – COMMUNICATION

6.1 The Ministry will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:

(a) informing relevant Ministry of Education staff of the contents of this Tākai Here and their responsibilities and roles under it;

(b) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;

(c) agreeing a timeframe for the Governance Entity to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;

(d) approaching the relationship 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 agreement; and

(e) reporting back to the Governance Entity on any decision that is made that relates to the agreement.

6.2 The Governance Entity will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:

(a) informing relevant Governance Entity staff of the contents of this Tākai Here and their responsibilities and roles under it;

(b) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;

(c) agreeing a timeframe for the Ministry to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;

(d) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Ministry may have in relation to any of the matters that are subject to the agreement; and

(e) reporting back to the Ministry on any decision that is made that relates to the agreement.

7. TE WHAKAWHITI PĀRONGO – INFORMATION SHARING

7.1 To Ngai Tai, data is a taonga; things and values that are treasured, both intangible and tangible. The Parties acknowledge that the Crown has a positive duty to actively protect taonga and that data requires protection when it is collected, used and shared by the Ministry and with third Parties.

7.2 The Parties acknowledge the importance of Ngāi Tai data and recognise that different types of data, information, and knowledge may require different levels of care, protection, access, and use, depending on the nature of the information and the purpose for which it is held or shared.

7.3 For the purposes of this Tākai Here, Ngai Tai data refers broadly to digital or digitisable data, information or knowledge (including mātauranga) that is about, from, or connected to Ngai Tai. It includes, but is not limited to, data relating to population, place, culture and environment.

7.4 The Parties recognise the value of information sharing and may work together to explore and develop future information sharing arrangements, agreements, and operating protocols where there is mutual benefit. Any such arrangements will be developed collaboratively at the relevant time and may include appropriate provisions

relating to decision making, access, use, protection, management, and sharing of information.

7.5 Any information that is shared in any future information sharing arrangements, agreements and operating protocols are subject to clause 11.

8. NGĀ WHAKAPĀNGA – CONTACTS

8.1 The contact person for the Ministry of Education for all matters relating to this Tākai Here is the Director of Education, Bay of Plenty/Waiariki. The Director of Education will pull together the right people to support progress on the work plan.

8.2 The contact person for the iwi for all matters relating to this Tākai Here is the CE of the Governance Entity.

8.3 The contact persons named in clauses 8.1 and 8.2 may change from time to time and the Ministry of Education and the Governance Entity agree to update each other as and when this occurs.

8.4 The Ministry 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 Area of Interest; and

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

9. NGĀ ĀHUTANGA MOTUHAKE – SPECIAL CONDITIONS

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

10. NGĀ MŌHIOHIO ŌKAWA – OFFICIAL INFORMATION

10.1 The Ministry of Education is subject to the requirements of the Official Information Act 1982 ("OIA").

10.2 The Ministry of Education may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Tākai Here (e.g. meeting minutes or correspondence).

10.3 The Ministry of Education will where possible notify the Governance Entity and seek its views before releasing any information relating to this Tākai Here. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry of Education in a timely fashion, so that the Ministry of Education is able to meet the statutory timeframes for responding to the relevant request for information.

11. NGĀ HERENGA – LIMITATIONS

11.1 The commitments of the Ministry of Education under this Tākai Here are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry of Education and of the government of the day.

11.2 The commitments of the Governance Entity under this Tākai Here are limited to the extent that they are within its capability, resources and/or priorities.

11.3 In accordance with the principles listed in Section 3, the limitations expressed above at 11.1 and 11.2 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

11.4 Nothing in this Tākai Here:

(a) impinges on the rangatiratanga and mana of Ngai Tai who are represented by Governance Entity, to express themselves outside of their relationships with the Ministry;

(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.

11.5 Nothing in this Tākai Here shall restrict, limit or prohibit the Governance Entity from meeting its requirements, including its Deed, and its reporting requirements to Ngai Tai.

12. TE TATŪTANGA O NGĀ TAKE – PROBLEM RESOLUTION

12.1 If a problem arises in connection with this agreement that cannot be resolved by the contact persons at clauses 8.1 and 8.2, it shall be escalated to their respective manager to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Secretary for Education in the case of the Ministry and the CE of the Governance Entity for final resolution.

12.2 Where a dispute arises under this Tākai Here, the Parties will make a genuine effort to resolve the dispute through good faith negotiations that may include:

(a) presentation of evidence to be taken into account on matters relating to this Tākai Here;

(b) reasonable time to assess and discuss issues to reach a shared outcome; applying Section 3 of this Tākai Here.

13. TE AROTAHI ME TE WHAKAWHANAKETANGA – REVIEW AND AMENDMENT

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

13.2 The Parties may agree in writing to vary the provisions of this Tākai Here.

14. TE WHAKAPŪMAUTANGA – ATTESTATION

14.1 The Parties agree that these words of this Tākai Here and its appendices, and the spirit and intention of a genuine and meaningful relationship together will guide their way to a greenstone door - tatau pounamu - which looks back on the past and closes it, which looks forward to the future and opens it.

AGREED on [ ]

SIGNED for and on behalf of)

The Ministry of Education – Te Tāhuhu o te Mātauranga)

[Signature]

The Honourable Erica Louise Stanford MP

[Print Name]

Minister of the Crown

[Position]

Wherefor in witness to the attestation of the signatory of) the **Chairperson, [PSGE]** to Clause 14.1) 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

SIGNED for and on behalf of)

[Governance Entity] as body representative for **Ngai Tai**)

[Signature]

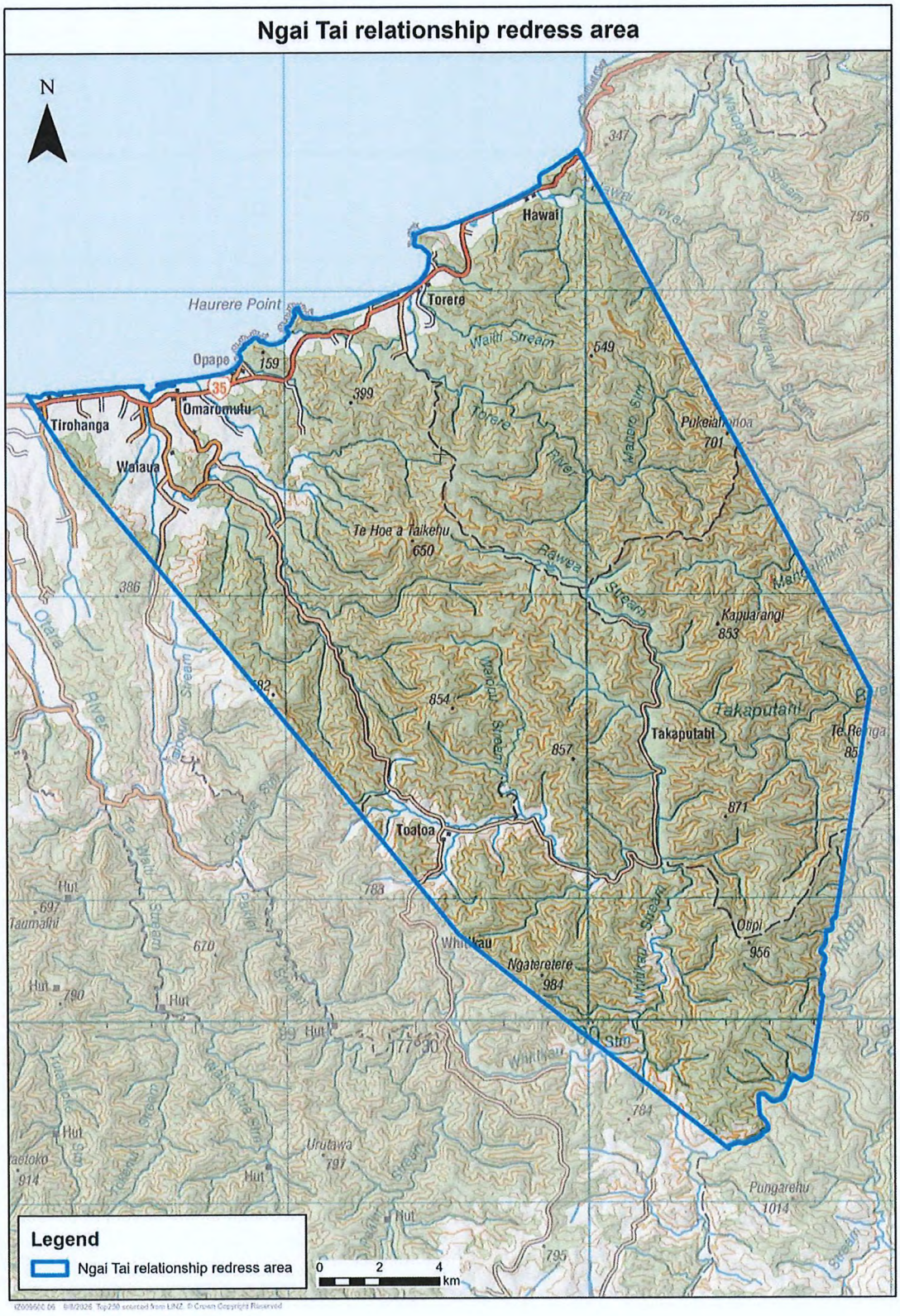
[Print Name]

Chairperson

[Position]

Wherefor in witness to the attestation of the signatory of) the **Chairperson, [Governance Entity]** to Clause 14.1) 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

APPENDIX A – NGAI TAI RELATIONSHIP REDRESS AREA



5.3 NEW ZEALAND TRANSPORT AGENCY WAKA KOTAHI RELATIONSHIP AGREEMENT

Dated **[TBC]**

TĀKAI HERE – RELATIONSHIP AGREEMENT

I WAENGA I – BETWEEN

[Governance Entity] as the representative body for NGAI TAI

RAUA KO – AND

WAKA KOTAHI - NEW ZEALAND TRANSPORT AGENCY

Ngai Tai Manawanui
Ngai Tai Manawaroa
Ngai Tai Manawapohatu

1. KIA WHAKAMATA TE AHO TĀHUHU

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 line strung between the turuturu, from which all whenu are suspended. The tension held in this line provides the stability for every row of whatu that follows. This document sets out who this relationship is between, the values, principles, roles and responsibilities, protocols and terms being agreed to in order to give effect to this Tākai Here.

Ngai Tai and Waka Kotahi - New Zealand Transport Agency enter into this relationship in the spirit of this whakairo:

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 a woven peoples, shall we endure

1.1. 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:

Whakapūmautia te mana Motuhake o Ngai Tai

Affirming and upholding the self-determination and autonomy of Ngai Tai

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

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 open conversations consistent with two world views. 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.

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'), and Mātāpono Engagement Principles) below provide a small insight into how these narratives will guide us as partners and how we will conduct ourselves whilst undertaking the processes and protocols as partners.

1.2.1. NGĀ POU - FOUNDATIONS

Tika	-	Assertive, Accountable and Diligent
Pono	-	Clear, Transparent and Honest
Aroha	-	Respectful and Caring
Manaakitanga	-	Strength of Manaakiao

1.2.2. 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 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 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 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.

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.

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.

1.2.3. NGĀ MĀTĀPONO - PRINCIPLES

Embedded in our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin our 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. We expect our partners to act with integrity when providing services to our 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.

TĀKAI HERE

2. NGĀ TĀPUI (PARTIES)

2.1 This Tākai Here is between:

(a) [Governance Entity] (the Governance Entity), which represents Ngai Tai, and

(b) New Zealand Transport Agency ("**Transport Agency**"), a Crown entity established under section 93 of the Land Transport Management Act 2003.

3. KAUPAPA (PURPOSE)

3.1 The purpose of this Tākai Here is to:

(a) record and recognise that in respecting and recognising the mana of Ngai Tai, it is fundamental that Kia Whakamata te Aho Tāhuhu; including whakakitenga and tikanga arataki, underpins all relationships with Crown agencies.

(b) establish a framework to enable the parties to develop and maintain a positive and enduring values-based working relationship connecting Waka Kotahi New Zealand Transport Agency with Ngai Tai whānau, iwi and whenua; and connecting Ngai Tai with Waka Kotahi New Zealand Transport Agency on land transport matters to meet its obligations to Māori under the Land Transport Management Act 2003, Resource Management Act 1991, and other relevant legislation; and

(c) facilitate improvements to the wellbeing of the whānau and iwi of Ngai Tai, rehabilitating the cultural, social, and economic strength and success through land transport kaupapa.

3.2 To this end, the parties agree:

(a) 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; and

(b) therefore, in good faith, they will give life to Kia Whakamata Te Aho Tāhuhu as set out in this Tākai Here.

3.3 Kia Whakamata Te Aho Tāhuhu are set out at the beginning of this Tākai Here at 1. The parties also agree that their engagement will also demonstrate the following relationship principles:

(a) working consistently with Te Tiriti o Waitangi;

(b) working with a 'no surprises' approach;

(c) working in a spirit of co-operation;

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

(e) respecting the independence of the Parties and their individual roles and responsibilities; and

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

4. NGĀ POU Ō WAKA KOTAHI (VISION, VALUES AND PRINCIPLES OF THE TRANSPORT AGENCY)

4.1 The Transport Agency's Vision (Te Whakakitenga) in terms of its Māori Strategy (Te Ara Kotahi) is:

Ko koe ki tēnā ko au ki tēnei kīwai o te kete

The Transport Agency and Māori working together to succeed for a better New Zealand

4.2 The Transport Agency has adopted a number of values (Ngā Uara) and principles (Mātāpono) in the context of Te Ara Kotahi.

(a) Ngā Uara (Values)

(i) **Rangatiratanga** – We respect each other as partners and therefore value each other's aspirations, positions, roles and expertise.

(ii) **Manaakitanga** – We exercise care and aim to carry out work which is mana enhancing and supportive.

(iii) **Kaitiakitanga** – We recognise that the environment is a taonga that must be managed carefully. We recognise that Māori have a responsibility and obligation of care over their communities and environments.

(iv) **Whanaungatanga** – We foster meaningful and enduring relationships based on good faith, mutual respect, understanding and trust.

(v) **Te Tiriti ō Waitangi** - We recognise, respect and uphold the principles of Te Tiriti o Waitangi.

(vi) **Mana o Te Reo Māori** – Te Reo Māori is highly valued by Māori and the Transport Agency. We will actively promote Te Reo Māori where possible and appropriate.

(b) Mātāpono (Principles)

(a) **Huna Kore** - We value a no surprises approach and information flows both ways.

(b) **Auahatanga** – We will focus on creativity and innovation to achieve better outcomes.

(c) **Whakapono** – We act with integrity and honesty.

(d) **Partnership** – We act reasonably, honourably, and in good faith.

(e) **Participation** – We will encourage and make it easier for Māori to more actively participate in the Transport Agency's business.

(f) **Protection** - We will take positive steps to ensure that Māori interests are protected as appropriate.

(g) **Recognition of Cultural Values** – We will recognise and provide for Māori perspectives, tīkanga (customs) Te Reo Māori and kawa (protocols) in the work we do.

5. **KOTAHITANGA (HOW THE PARTIES WILL WORK TOGETHER)**

NGĀ TIKANGA WHAKAPĀ (ENGAGEMENT)

5.1 The Parties will work together in good faith to identify where a project, within the Transport Agency's responsibilities, will have an influence and or impact on Ngai Tai.

5.2 The Parties will work together in good faith to identify where a project residing within the mana of Ngai Tai responsibilities, will have an influence and or impact on the Transport Agency.

5.3 The parties will operate on a Rangatira ki te Rangatira, Mana ki te Mana model. At a practical level, this is achieved through three levels of engagement:

(a) **Level One / Tāhuhu: (Strategic Planning & Accountability):** engagement at the Pou level – between Chief Executive(s) of the Governance Entity, the Transport Agency Chief Executive and when necessary, members of the Transport Agency's executive leadership team, and members of the Governance Entity's leadership team.

(b) **Level Two / Pou: (The Advisor Bridge & Operational Management):** engagement between the Governance Entity's Relationship Manager(s) and the Transport Agency's regional teams and Relationship Managers.

(c) **Level Three / Ringa mākuru (Operational Technical Tier):** Operational engagement between Ngai Tai technical advisors, environmental specialists, or kaitiaki, and the Transport Agency's technical advisors and subject matter experts.

5.4 The Parties commit to engaging with each other through the following mechanisms:

(a) the parties agree to meet annually or at any other time or frequency as they may agree.

(b) hold meetings as required at both strategic and operational levels as mutually agreed.

6. TE KŌPUNI Ā-TAU (ANNUAL RELATIONSHIP MEETING)

6.1 The Parties agree that senior representatives of the Governance Entity and of the Transport Agency will participate in an annual relationship meeting; and

(a) any other individuals that the parties agree should attend.

6.2 Before each relationship meeting held, representatives of the Governance Entity and the Transport Agency will agree administrative arrangements for the meeting including the agenda.

6.3 The objectives of meetings held under this clause are to discuss:

(a) the specific health and wellbeing of the relationship between the Transport Agency and Ngai Tai;

(b) the status of Transport Agency projects and/or maintenance programme in the Ngai Tai Relationship Redress Area;

(c) the status of Ngai Tai projects which may impact on the state highway or land transport more generally;

(d) opportunities for the parties to work together on matters of shared interest;

(e) actions that may be taken to help the Governance Entity and the Transport Agency achieve the vision and mission in the Governance Entity Strategic Plan; and

(f) any issues of concern or other matters relevant to this Tākai Here.

6.4 Meetings will be held on dates and at venues agreed to by the parties.

6.5 At least 10 working days before each meeting, each of the parties must provide the other with a suggested list of agenda items for the meeting.

6.6 The first relationship meeting will take place within three months of a written request by the Governance Entity.

6.7 At the initial annual meeting, the Parties will agree priority topics.

6.8 The Transport Agency will, unless agreed otherwise, provide the secretariat functions for the meeting, including:

(a) preparing the final agenda for, and giving notice of, meetings;

(b) supplying necessary technology support; and

(c) preparing the minutes of meetings using jointly agreed conventions.

7. GENERAL COMMITMENTS

The parties intend that the relationship agreement will provide for a positive, collaborative and enduring relationship into the future by:

(a) providing a schedule of forward works for proposed transport activities within the Ngai Tai Relationship Redress Area upon request;

(b) enabling Ngai Tai to a pre-season meeting with the regional Transport Agency team to discuss the opportunities and impacts of the forward works schedule;

(c) facilitating opportunities for Ngai Tai to engage with the Transport Agency's project suppliers operating within the Ngai Tai Relationship Redress Area regarding early career employment pathways, in accordance with applicable laws and practice

(d) supporting Ngai Tai to promote and increase uri participation in STEM education and career pathways through the Transport Agency's education initiatives

(e) applying Kia Whakamata te Aho Tāhuhu and the Whole of Government Mana Ōrite principles when handling and sharing Ngai Tai data;

(f) providing information in a timely fashion to the Ngai Tai about the Transport Agency's projects and maintenance programmes in the Ngai Tai Relationship Redress Area.

8. NGĀ ARA WHAKAPĀ (CONTACT DETAILS)

8.1 As at the date of signing this Tākai Here, the key contact persons for each of the parties is as follows:

(a) for the Transport Agency, [Andrew Corkill, Director of Regional Relationships, Andrew.Corkill@nzta.govt.nz]; and

(b) for the Governance Entity, [Name, Position, email address].

8.2 Each party may change its contact person by providing written notice to the other party at any time.

9. TE NOHO MATATAPU (CONFIDENTIALITY)

9.1 The parties do not intend for the existence of this Tākai Here or information provided by them under this Tākai Here to be confidential.

9.2 However, if a party wishes to provide confidential information to the other party under this Tākai Here, that party will notify the other party that the information is provided on a confidential basis. Either party in receipt of confidential information must:

(a) keep it in the recipient's possession and treat it as confidential;

(b) not use any confidential information belonging to the other party for any purpose other than as required under this Tākai Here;

(c) only disclose confidential information in order to meet a legal requirement, or as otherwise agreed; and

(d) obtain prior written approval from the other party before disclosing any confidential information.

9.3 Nothing in this clause 6 shall restrict, limit or prohibit the Transport Agency from meeting its statutory requirements, including under the Official Information Act 1982.

9.4 Nothing in this clause 6 shall restrict, limit or prohibit the Governance Entity from meeting its requirements, including its Deed, and its reporting requirements to Ngai Tai.

9.5 COSTS

9.6 Each party must meet its own costs and expenses relating to its obligations under this Relationship Agreement, including any costs or expenses relating to a meeting held under clause 6.

10. LIABILITY

10.1 The parties will not be liable to the other for any costs, liability, damages, loss, claims or proceedings of any nature arising out of this Relationship Agreement.

11. NGĀ ĀRETANGA (LIMITATIONS)

11.1 Nothing in this Tākai Here:

(a) impinges on the rangatiratanga and mana of Governance Entity, Ngai Tai who are represented by Governance Entity, or other iwi/hapū in their relationships with the Transport Agency;

(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.

(d) requires the Transport Agency 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 Transport Agency 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.

11.2 The parties do not intend for this Tākai Here to be legally binding.

12. TE NOHO PONO (COMMUNICATION)

12.1 The Parties commit to:

(a) maintain effective communication with one another on any concerns and issues arising from this Tākai Here and its implementation;

(b) provide reasonable opportunities for meetings of relevant management and staff;

(c) provide reasonable opportunities to train relevant employees of the Parties to ensure they are made aware of this Tākai Here and the practical tasks which flow from it;

13. TE WHAKARITE WHANONGA (DISPUTE RESOLUTION)

13.1 Where a dispute arises under this Tākai Here, the parties will make a genuine effort to resolve the dispute through good faith negotiations that may include:

(a) presentation of evidence to be taken into account on matters relating to this Tākai Here;

(b) reasonable time to assess and discuss issues to reach a shared outcome;

(c) applying the KIA WHAKAMATA TE AHO TĀHUHU section of this Tākai Here; and

(d) engage the signatory witness(s) named in clause 15 to understand the spirit and intention of the party they are a witness to.

14. TE WHAKARAUORA ME TE WHAKATIKA (REVIEW AND AMENDMENT)

14.1 The parties will review this Tākai Here periodically, as agreed by the parties, to ensure that it remains fit for purpose.

14.2 The parties may amend this Tākai Here, at any time, by agreement in writing.

15. TE WĀ WHAKAHAERE (TERM)

15.1 This Tākai Here is effective from the date that it was signed by both parties.

15.2 Either party may withdraw from this Tākai Here by giving two weeks written notice to the other party.

15.3 Before giving such notice, the parties will work together in good faith to resolve any issues that are the basis for the proposed withdrawal.

16. TE WHAKAPŪMAUTANGA (ATTESTATION)

16.1 The parties agree that these words of this Tākai Here and the spirit and intention of a genuine and meaningful relationship together will guide their way to a greenstone door - tatau pounamu - which looks back on the past and closes it, which looks forward to the future and opens it.

SIGNED for and on behalf of **the Governance Entity** as the body representative for **NGAI TAI** by)

)

_____
Signature

Chairperson

_____)
Print name)

_____
[Position]

In the presence of:

Witness Signature: _____
Witness Name: _____

Occupation: _____
Address: _____

SIGNED for and on behalf of the **NEW ZEALAND TRANSPORT AGENCY** by)
)

_____
Signature

_____)
Print name)

_____
[Position]

In the presence of:

Witness Signature: _____
Witness Name: _____

Occupation: _____
Address: _____

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6. LETTERS OF INTRODUCTION

6.1 LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

6.1: LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

[To Justice sector agencies (Department of Corrections, Ministry of Justice, and New Zealand Police)]

<Date>

<Name>
<Position>
<Organisation>

By email: XXX

Tēnā koe

Ngai Tai Treaty Settlement – Letter of introduction

This letter formally introduces you to [PSGE] as the post-settlement governance entity (**the Trust**) established as the representative body for Ngai Tai. On [date] the Crown and Ngai Tai signed the Ngai Tai Deed of Settlement, Ngakingaki Te Whenua, to settle the historical Te Tiriti o Waitangi/Treaty of Waitangi claims of Ngai Tai. Please find a summary of the Deed of Settlement attached at **Appendix One** for your information.

Who are Ngai Tai?

Information provided by Ngai Tai follows:

Mā wai e tō? Kāti, mā te takitini o Ngai Tai e tō, ko Tōrere te kei o te waka. Hei taurahere ki te waka, hei pouhere ki te whenua.

Who shall pull (the waka)? Indeed, let the multitudes of Ngai Tai pull, with Tōrere at the stern of our endeavours. A binding cord to the canoe, a tethering post to the land.

Ngai Tai descend from the union of the eponymous ancestors Mana-a-kiao; descended from Toi and Huiarei, and Tōrerenuiarua; daughter of Hoturoa o Tainui.

Mana-a-kiao fed Tōrerenuiarua according to her chiefly status, and together they became the progenitors of the Ngai Tai people beginning with their son Tainui.

Tainui beget Tairoa; Tairoa beget Tai Manawapohatu; Tai-Manawapohatu beget Tai.

From Tai descends the people of Ngai Tai.

6.1: LETTER OF INTRODUCTION TO JUSTICE SECTOR AGENCIES

Ngai Tai have traditionally maintained customary connections to many localities and sites within their Settlement Redress Area, with their tūrangawaewae in the Eastern Bay of Plenty.

Today the heart of Ngai Tai is centred in Tōrere, Ōpōtiki District, Bay of Plenty and where their marae matua Tōrerenuiarua, and hapori are located. A map of their Relationship Redress Area is attached at **Appendix Two**.

As original 1840 signatories to Te Tiriti o Waitangi/Treaty of Waitangi, the iwi possesses distinct customary authority. Historical Crown actions disrupted the economic base of Ngai Tai. Ngai Tai consider Crown actions have contributed to systemic inequities within the justice system, requiring continued engagement to reverse.

Ngai Tai relationship aspirations

In Ngakingaki Te Whenua, the Crown acknowledges historical grievances of Ngai Tai and has committed redress in settlement. The Crown, Crown entities, and local authorities have an important role in strengthening their relationship with Ngai Tai to support an effective, meaningful, and enduring Treaty-based relationship. Ngai Tai consider this a matter of great importance in their role as tāngata whenua and kaitiaki within the Ngai Tai Relationship Redress Area.

Ngai Tai has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of central and local government agencies to foster co-operation based on shared goals. In Ngakingaki Te Whenua, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngai Tai and relevant entities and authorities in their Relationship Redress Area.

Your agencies note that you exercise distinct statutory functions and decision-making responsibilities. However, they recognise the importance of maintaining an effective and enduring relationship, supported by open communication, mutual understanding, and appropriate engagement as justice sector agencies.

Accordingly, I am writing to introduce you to the Trust as the governance entity for Ngai Tai and to provide you with a copy of the Ngai Tai value framework (attached at **Appendix Three**). In doing so, I am hopeful you and the Trust can build a positive and enduring relationship.

Acknowledging that you may already be in contact, I invite your agencies to contact Ngai Tai through the Trust to explore the best ways in which to engage in the future and discuss matters of mutual interest. This will support a healthy and durable relationship between the parties going forward.

The Chair of the Trust is [name] who may be reached at [email]. The postal address for the Trust is:

[PSGE]

PO Box XXXX

XXX

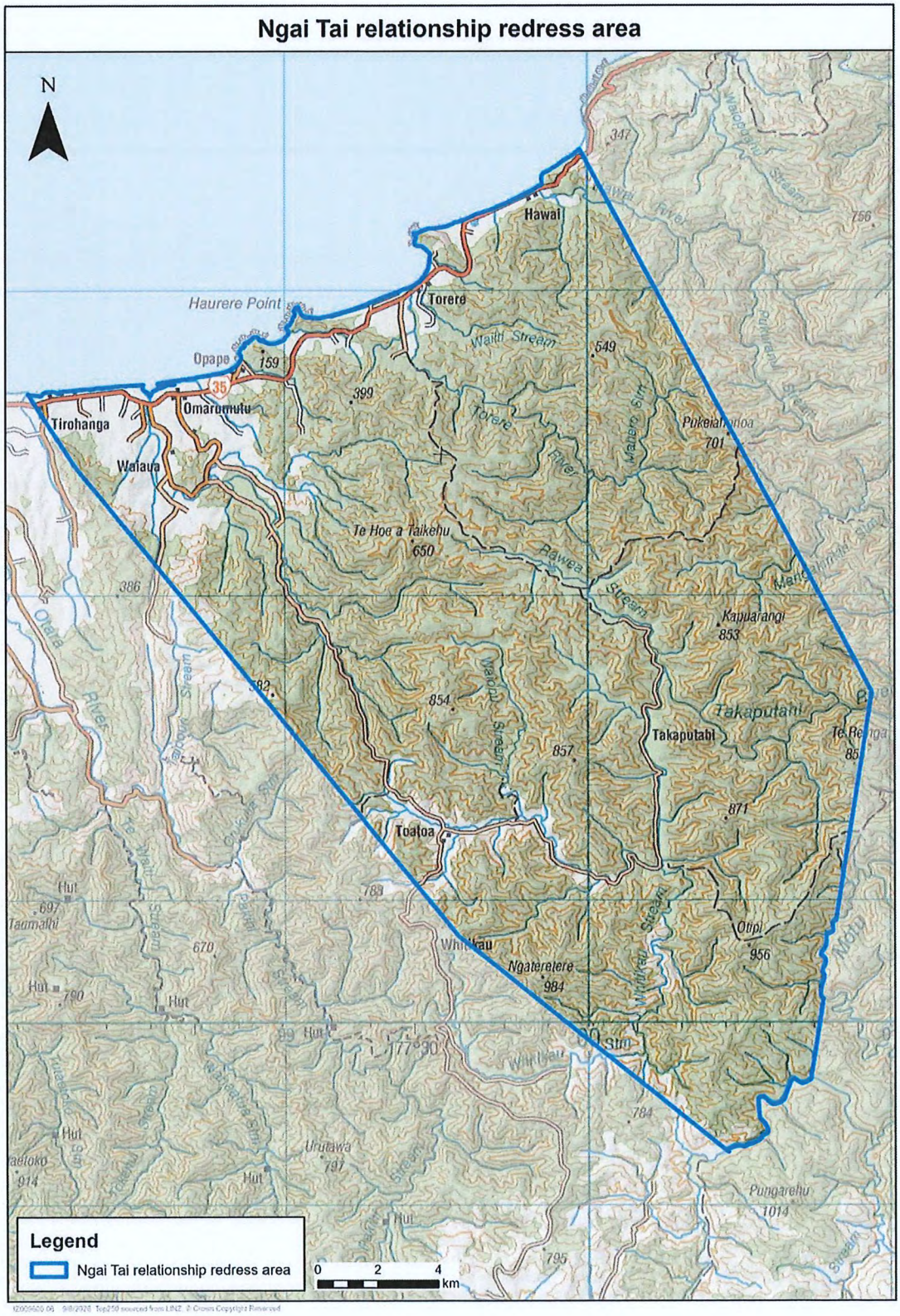
If you have any further questions, please contact the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau at contactus@whakatau.govt.nz.

Nāku noa, nā

Justine Smith
Tumu Whakarae – Chief Executive

APPENDIX ONE: NGAI TAI DEED OF SETTLEMENT SUMMARY

- ## APPENDIX TWO: NGAI TAI RELATIONSHIP REDRESS AREA



APPENDIX THREE: NGAI TAI VALUES FRAMEWORK

Kia Whakamata Te Aho Tāhuhu Ngā Tāpui – Foundational Architecture

Ngai Tai Manawanui

Ngai Tai Manawaroa

Ngai Tai Manawapohatu

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.

This Framework sets out foundational relationship architecture: expressing values and principles, to give full life to engagement practices. This Framework is therefore underpinned by the 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

For this letter to be grounded, embracing the cultural narratives of Ngai Tai represents a commitment to an enduring partnership that is built through active co-design and shared decision-making. 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.

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

The following shall act as foundations:

Tika	-	Assertive, Accountable and Diligent
Pono	-	Clear, Transparent and Honest
Aroha	-	Respectful and Caring
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 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 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 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.

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.

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 our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin our relationships.

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 our 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.

Ngai Tai guidance to Ngā Mātāpono

Ngai Tai Mātāpono	How agencies can give life to the values
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 • Start the process of how to align activities and projects Kia Whakamata Te Aho Tāhuhu. • Ensure collaboration with Ngai Tai in decision-making processes and that decisions are made in a mana enhancing manner. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. • Promptly discuss, and meaningfully address, any concerns raised regarding giving effect to Kia Whakamata Te Aho Tāhuhu.

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 and value the significant role of Ngai Tai whānau and hapori in leading and engaging at all tiers of the system such as agencies working with Ngai Tai to address issues impacting the local community and adopting a collaborative approach to finding solutions. • Respect the mana motuhake and tino rangatiratanga of Ngai Tai and help empower them to participate and make informed decisions. • Support any opportunity to engage in a way that aligns Kia Whakamata Te Aho Tāhuhu and values contributions and perspectives of Ngai Tai. • Ngai Tai are informed and involved at a strategic level from the outset, in business planning, local decision making, inclusive of regional policy design and implementation frameworks, projects and initiatives. • Respecting the mana of Ngai Tai and the values and tikanga expressed Kia Whakamata Te Aho Tāhuhu.
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.

6.2 LETTER OF INTRODUCTION TO NGĀ TAONGA SOUND AND VISION

[To Ngā Taonga Sound & Vision]

<Date>

<Name>
<Position>
<Organisation>

By email: XXX

Tēnā koe

Ngai Tai Treaty Settlement – Letter of introduction

This letter formally introduces you to [governance entity name] (**the Trust**) established as the post-settlement governance entity for Ngai Tai. On [date] the Crown and Ngai Tai signed Ngakingaki Te Whenua, the Ngai Tai Deed of Settlement, to settle the historical Te Tiriti o Waitangi/Treaty of Waitangi claims of Ngai Tai. Please find a summary of the Deed of Settlement attached at **Appendix One** for your information.

Who are Ngai Tai?

A description provided by Ngai Tai is provided below.

Mā wai e tō? Kāti, mā te takitini o Ngai Tai e tō, ko Tōrere te kei o te waka. Hei taurahere ki te waka, hei pouhere ki te whenua.

Who shall pull (the waka)? Indeed, let the multitudes of Ngai Tai pull, with Tōrere at the stern of our endeavours. A binding cord to the canoe, a tethering post to the land.

Ngai Tai descend from the union of the eponymous ancestors Mana-a-kiao; descended from Toi and Huiarei, and Tōrerenuiarua; daughter of Hoturoa o Tainui.

Mana-a-kiao fed Tōrerenuiarua according to her chiefly status, and together they became the progenitors of the Ngai Tai people beginning with their son Tainui.

Tainui beget Tairoa; Tairoa beget Tai Manawapohatu; Tai-Manawapohatu beget Tai.

From Tai descends the people of Ngai Tai.

Ngai Tai have traditionally maintained customary connections to many localities and sites within their Relationship Redress Area, with their tūrangawaewae in the Eastern Bay of Plenty.

Today the heart of Ngai Tai is centred in Tōrere, Ōpōtiki District, Bay of Plenty and where their marae matua Tōrerenuiarua, and hapori are located. A map of their Relationship Redress Area is attached at **Appendix Two**.

Ngai Tai holds an unbroken cultural tenure over its ancestral lands, marine, and air spaces, deeply anchored in kōrero whakawhenua and kōrero tuku iho shared via audio-recordings and

imagery. Through their distinct identity and heritage Ngai Tai seek pathways to continue to tiaki their oral histories, traditions, and cultural taonga captured in audio-visual formats.

Relationship Ngai Tai seek

Ngai Tai has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of agencies and institutions to foster co-operation based on shared goals. In Ngakingaki Te Whenua, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngai Tai and relevant entities and authorities in their area of interest. The Crown remains deeply committed to facilitating the meaningful introductions between the iwi and vital national institutions. This introduction serves as a formal enduring bridge to foster mutual respect, collaboration, and partnership.

As an independent charitable trust tasked with archiving Aotearoa audiovisual heritage, Ngā Taonga Sound & Vision holds or may come to hold invaluable digital, moving image, and audio material relevant to the history, landscape, and people of Ngai Tai. The Crown highly values your role as caretakers of these treasures.

Accordingly, I am writing to introduce you to the Trust as the post-settlement governance entity for Ngai Tai and to provide you with a copy of the Ngai Tai values framework (attached at **Appendix Three**). In doing so, I am hopeful you and the Trust can build a positive and enduring relationship.

Acknowledging that you may already be in contact, I ask that Ngā Taonga Sound & Vision contact Ngai Tai through the Trust to explore the best ways in which to engage into the future and discuss matters of mutual interest.

The Chair of the Trust is [name] who may be reached at [email]. The postal address for the Trust is:

[PSGE]

PO Box XXXX

XXX

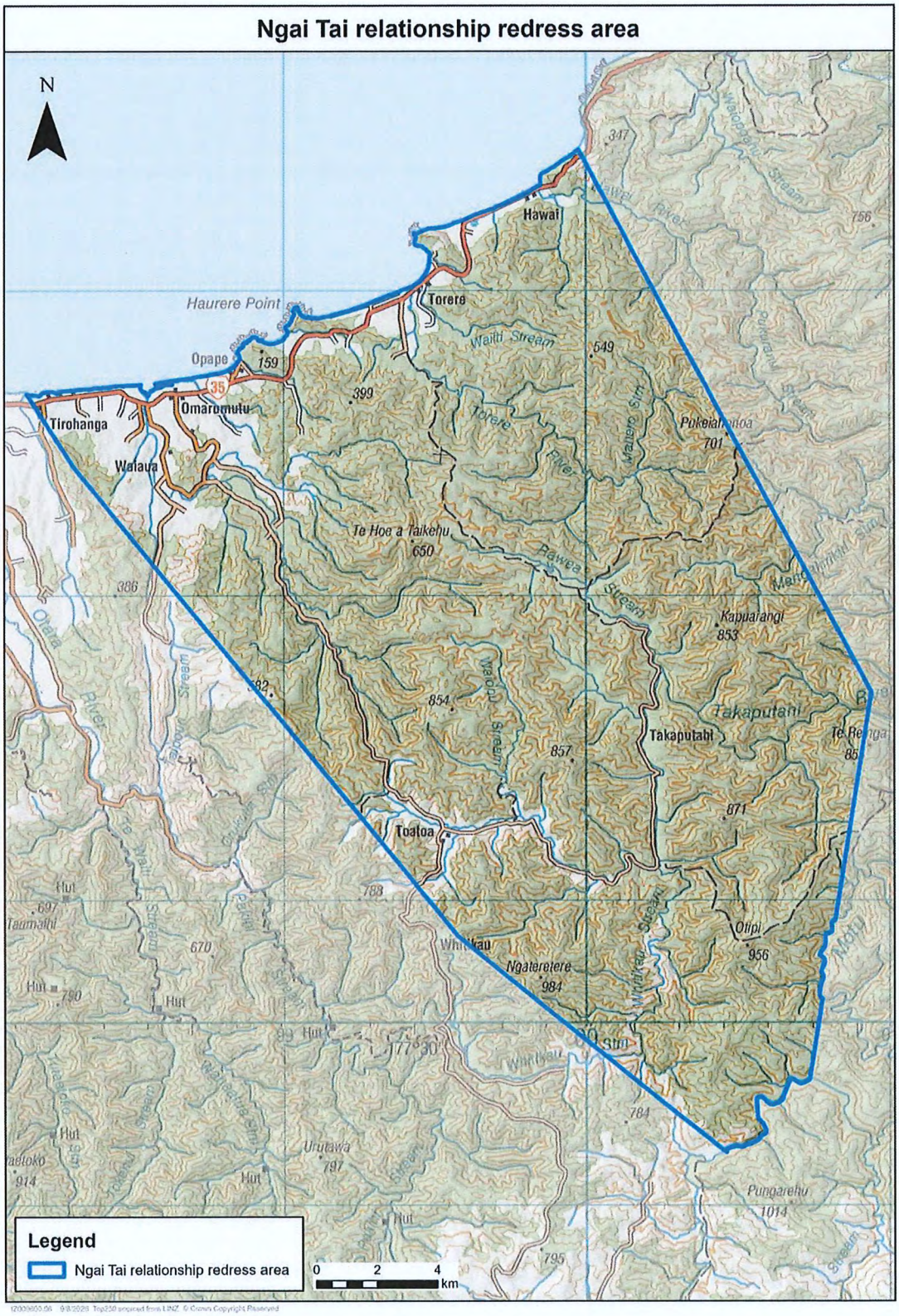
If you have any further questions, please contact the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau at contactus@whakatau.govt.nz.

Nāku noa, nā

Justine Smith
Tumu Whakarae – Chief Executive

APPENDIX ONE: NGAI TAI DEED OF SETTLEMENT SUMMARY

APPENDIX TWO: NGAI TAI RELATIONSHIP REDRESS AREA



APPENDIX THREE: NGAI TAI VALUES FRAMEWORK

Kia Whakamata Te Aho Tāhuhu Ngā Tāpui – Foundational Architecture

Ngai Tai Manawanui

Ngai Tai Manawaroa

Ngai Tai Manawapohatu

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.

This Framework sets out foundational relationship architecture: expressing values and principles, to give full life to engagement practices. This Framework is therefore underpinned by the 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

Embracing the cultural narratives of Ngai Tai demonstrates a commitment to an enduring partnership built through active co-design and shared decision-making. 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.

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

The following shall act as foundations:

Tika	-	Assertive, Accountable and Diligent
Pono	-	Clear, Transparent and Honest
Aroha	-	Respectful and Caring
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 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 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 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.

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.

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, encouraging active listening, soliciting input, admitting mistakes, and changing course when a plan seems not to work.

Ngā Mātāpono – Principles

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

Ngai Tai guidance to Ngā Mātāpono

Ngai Tai Mātāpono	**How agencies can give life to the values**
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 • Start the process of how to align activities and projects with Kia Whakamata Te Aho Tāhuhu. • Ensure collaboration with Ngai Tai in decision-making processes and that decisions are made in a mana enhancing manner. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. • Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Kia Whakamata Te Aho Tāhuhu.

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 and value the significant role of Ngai Tai whānau and hapori in leading and engaging at all tiers of the system such as agencies working with Ngai Tai to address issues impacting the local community and adopting a collaborative approach to finding solutions. • Respect the mana motuhake and tino rangatiratanga of Ngai Tai and help empower them to participate and make informed decisions. • Support any opportunity to engage in a way that aligns with Kia Whakamata Te Aho Tāhuhu and values contributions and perspectives of Ngai Tai. • Ngai Tai are informed and involved at a strategic level from the outset, in business planning, local decision making, inclusive of regional policy design and implementation frameworks, projects and initiatives. • Respecting the mana of Ngai Tai and the values and tikanga expressed through Kia Whakamata Te Aho Tāhuhu.
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.

6.3 LETTER OF INTRODUCTION TO ŌPŌTIKI DISTRICT COUNCIL

[To Ōpōtiki District Council]

<Date>

<Name>
<Position>
<Organisation>

By email: XXX

Tēnā koe

Ngai Tai Treaty Settlement – Letter of introduction

This letter formally introduces you to [PSGE name] (**the Trust**) established as the post-settlement governance entity for Ngai Tai. On [date] the Crown and Ngai Tai signed Ngakingaki Te Whenua, the Ngai Tai Deed of Settlement, to settle the historical Te Tiriti o Waitangi/Treaty of Waitangi claims of Ngai Tai. Please find a summary of the Deed of Settlement attached at **Appendix One** for your information.

Who are Ngai Tai?

A description provided by Ngai Tai is provided below.

Mā wai e tō? Kāti, mā te takitini o Ngāi Tai e tō, ko Tōrere te kei o te waka. Hei taurahere ki te waka, hei pouhere ki te whenua.

(Who shall pull (the waka)? Indeed, let the multitudes of Ngai Tai pull, with Tōrere at the stern of our endeavours. A binding cord to the canoe, a tethering post to the land.

Ngai Tai descend from the union of the eponymous ancestors Mana-a-kiao; descended from Toi and Huiarei, and Tōrerenuiarua; daughter of Hoturoa o Tainui.

Mana-a-kiao fed Tōrerenuiarua according to her chiefly status, and together they became the progenitors of the Ngai Tai people beginning with their son Tainui.

Tainui beget Tairoa; Tairoa beget Tai Manawapohatu; Tai-Manawapohatu beget Tai.

From Tai descends the people of Ngai Tai.

Ngai Tai have traditionally maintained customary connections to many localities and sites within their Relationship Redress Area, with their tūrangawaewae in the Eastern Bay of Plenty.

Today the heart of Ngai Tai is centred in Tōrere, Ōpōtiki District, Bay of Plenty and where their marae matua Tōrerenuiarua, and hapori are located. A map of their Relationship Redress Area is attached at **Appendix Two**.

Ngai Tai relationship aspirations

In Ngakingaki Te Whenua, the Crown acknowledges the historical grievances of Ngai Tai and has committed redress in settlement. The Crown, Crown entities, and local authorities have an

important role in strengthening their relationship with Ngai Tai to support an effective, meaningful, and enduring Treaty-based relationship. Ngai Tai consider this a matter of great importance in their role as tāngata whenua and kaitiaki within the Ngai Tai Relationship Redress Area.

Ngai Tai has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of central and local government agencies to foster co-operation based on shared goals. In Ngakingaki Te Whenua, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngai Tai and relevant entities and authorities in their Relationship Redress Area.

Accordingly, I am writing to reintroduce Ngai Tai and to introduce you to the Trust as the governance entity for Ngai Tai and to provide you with a copy of the Ngai Tai value framework (attached at **Appendix Three**). In doing so, I am hopeful you and Ngai Tai can continue to build a positive and enduring relationship, and you and the Trust can develop practical and meaningful expressions of that.

Acknowledging that you may already be in contact, I ask that Ōpōtiki District Council contact Ngai Tai through the Trust to explore the best ways in which to engage in the future and discuss local and regional matters.

The Chair of the Trust is [name] who may be reached at kiaora@ngaitai.iwi.nz The postal address for the Trust is:

[PSGE]

PO Box XXX

XXX

If you have any further questions, please contact the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau at contactus@whakatau.govt.nz.

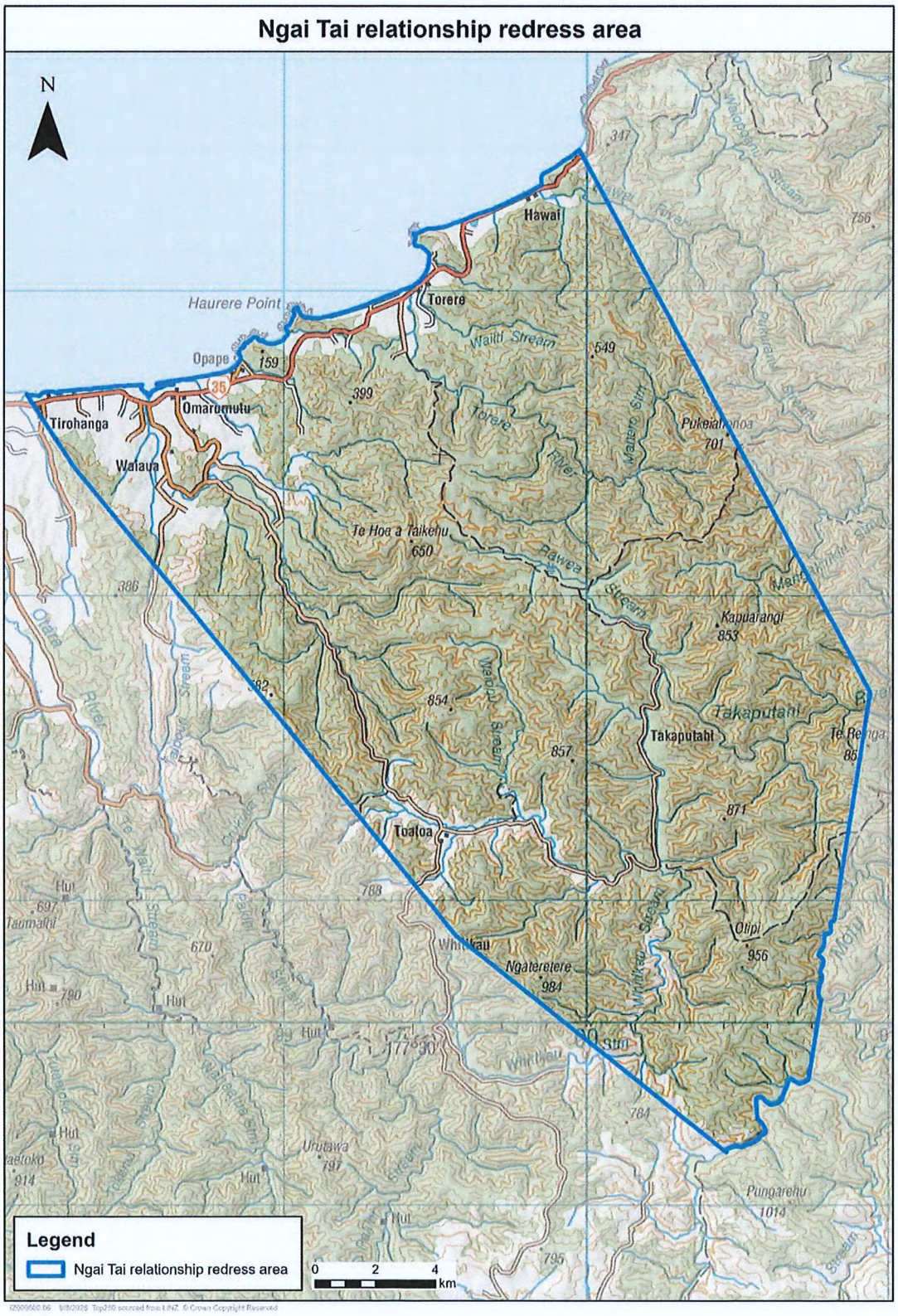
Nāku noa, nā

Justine Smith

Tumu Whakarae – Chief Executive

APPENDIX ONE: NGAI TAI DEED OF SETTLEMENT SUMMARY

APPENDIX TWO: NGAI TAI RELATIONSHIP REDRESS AREA



APPENDIX THREE: NGAI TAI VALUES FRAMEWORK

Kia Whakamata Te Aho Tāhuhu Ngā Tāpui – Foundational Architecture

Ngai Tai Manawanui

Ngai Tai Manawaroa

Ngai Tai Manawapohatu

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.

This Framework sets out foundational relationship architecture: expressing values and principles, to give full life to engagement practices. This Framework is therefore underpinned by the 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

<u>Ngā Tikanga Arataki o Ngā Ūaratanga – Ngai Tai Guide to Relationships</u>

For this letter to be grounded, embracing the cultural narratives of Ngai Tai represents a commitment to an enduring partnership that is built through active co-design and shared decision-making. 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.

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

The following shall act as foundations:

Tika	-	Assertive, Accountable and Diligent
Pono	-	Clear, Transparent and Honest
Aroha	-	Respectful and Caring
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 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 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 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.

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.

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 our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin any relationship.

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 our 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.

Advice about Ngā Mātāpono

Ngai Tai Mātāpono	**How agencies can give life to the values**
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 • Start the process of how to align activities and projects with Kia Whakamata Te Aho Tāhuhu. • Ensure collaboration with Ngai Tai in decision-making processes and that decisions are made in a mana enhancing manner. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. • Promptly discuss, and meaningfully address, any concerns raised regarding giving life to Kia Whakamata Te Aho Tāhuhu.

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 and value the significant role of Ngai Tai whānau and hapori in leading and engaging at all tiers of the system such as agencies working with Ngai Tai to address issues impacting the local community and adopting a collaborative approach to finding solutions. • Respect the mana motuhake and tino rangatiratanga of Ngai Tai and help empower them to participate and make informed decisions. • Support any opportunity to engage in a way that aligns with Kia Whakamata Te Aho Tāhuhu and values contributions and perspectives of Ngai Tai. • Ngai Tai are informed and involved at a strategic level from the outset, in business planning, local decision making, inclusive of regional policy design and implementation frameworks, projects and initiatives. • Respecting the mana of Ngai Tai and the values and tikanga expressed through Kia Whakamata Te Aho Tāhuhu.
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.

6.4 LETTER OF INTRODUCTION TO BAY OF PLENTY REGIONAL COUNCIL

[To Bay of Plenty Regional Council]

<Date>

<Name>
<Position>
<Organisation>

By email: XXX

Tēnā koe

Ngai Tai Treaty Settlement – Letter of introduction

This letter formally introduces you to [PSGE name] (**the Trust**) established as the post-settlement governance entity for Ngai Tai. On [date] the Crown and Ngai Tai signed Ngakingaki Te Whenua, the Ngai Tai Deed of Settlement, to settle the historical Te Tiriti o Waitangi/Treaty of Waitangi claims of Ngai Tai. Please find a summary of Ngakingaki Te Whenua attached at **Appendix One** for your information.

Who are Ngai Tai?

A description provided by Ngai Tai is provided below.

Mā wai e tō? Kāti, mā te takitini o Ngāi Tai e tō, ko Tōrere te kei o te waka. Hei taurahere ki te waka, hei pouhere ki te whenua.

Who shall pull (the waka)? Indeed, let the multitudes of Ngai Tai pull, with Tōrere at the stern of our endeavours. A binding cord to the canoe, a tethering post to the land.

Ngai Tai descends from the union of the eponymous ancestors Mana-a-kiao; descended from Toi and Huiarei, and Tōrerenuiarua; daughter of Hoturoa o Tainui.

Mana-a-kiao fed Tōrerenuiarua according to her chiefly status, and together they became the progenitors of the Ngai Tai people beginning with their son Tainui.

Tainui beget Tairoa; Tairoa beget Tai Manawapohatu; Tai-Manawapohatu beget Tai.

From Tai descends the people of Ngai Tai.

Ngai Tai have traditionally maintained customary connections to many localities and sites within their Relationship Redress Area, with their tūrangawaewae in the Eastern Bay of Plenty.

Today the heart of Ngai Tai is centred in Tōrere, Ōpōtiki District, Bay of Plenty and where their marae matua Tōrerenuiarua, and hapori are located. A map of their Relationship Redress Area is attached at **Appendix Two**.

Ngai Tai relationship aspirations

In Ngakingaki Te Whenua, the Crown acknowledges the historical grievances of Ngai Tai and has committed redress in settlement. The Crown, Crown entities, and local authorities have an important role in strengthening their relationship with Ngai Tai to support an effective, meaningful, and enduring Treaty-based relationship. Ngai Tai consider this a matter of great importance in its role as tāngata whenua and kaitiaki within the Ngai Tai Relationship Redress Area.

Ngai Tai has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of central and local government agencies to foster co-operation based on shared goals. In Ngakingaki Te Whenua, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngai Tai and relevant entities and authorities in their Relationship Redress Area.

Accordingly, I am writing to reintroduce Ngai Tai and to introduce you to the Trust as the governance entity for Ngai Tai and to provide you with a copy of the Ngai Tai value framework (attached at **Appendix Three**). In doing so, I am hopeful you and Ngai Tai can continue to build a positive and enduring relationship, and you and the Trust can develop practical and meaningful expressions of that.

We are also conscious that this settlement is occurring at a time of significant reform both for the resource management system and for local government. With this in mind, we would encourage relationships to be built now to provide a framework for whatever the future brings.

Acknowledging that you may already be in contact, I ask that Bay of Plenty Regional Council contact Ngai Tai through the Trust to explore the best ways in which to engage in the future and discuss local and regional matters that fall outside central government.

The Chair of the Trust is [name] who may be reached at [email]. The postal address for the Trust is:

[PSGE]

PO Box XXXX

XXX

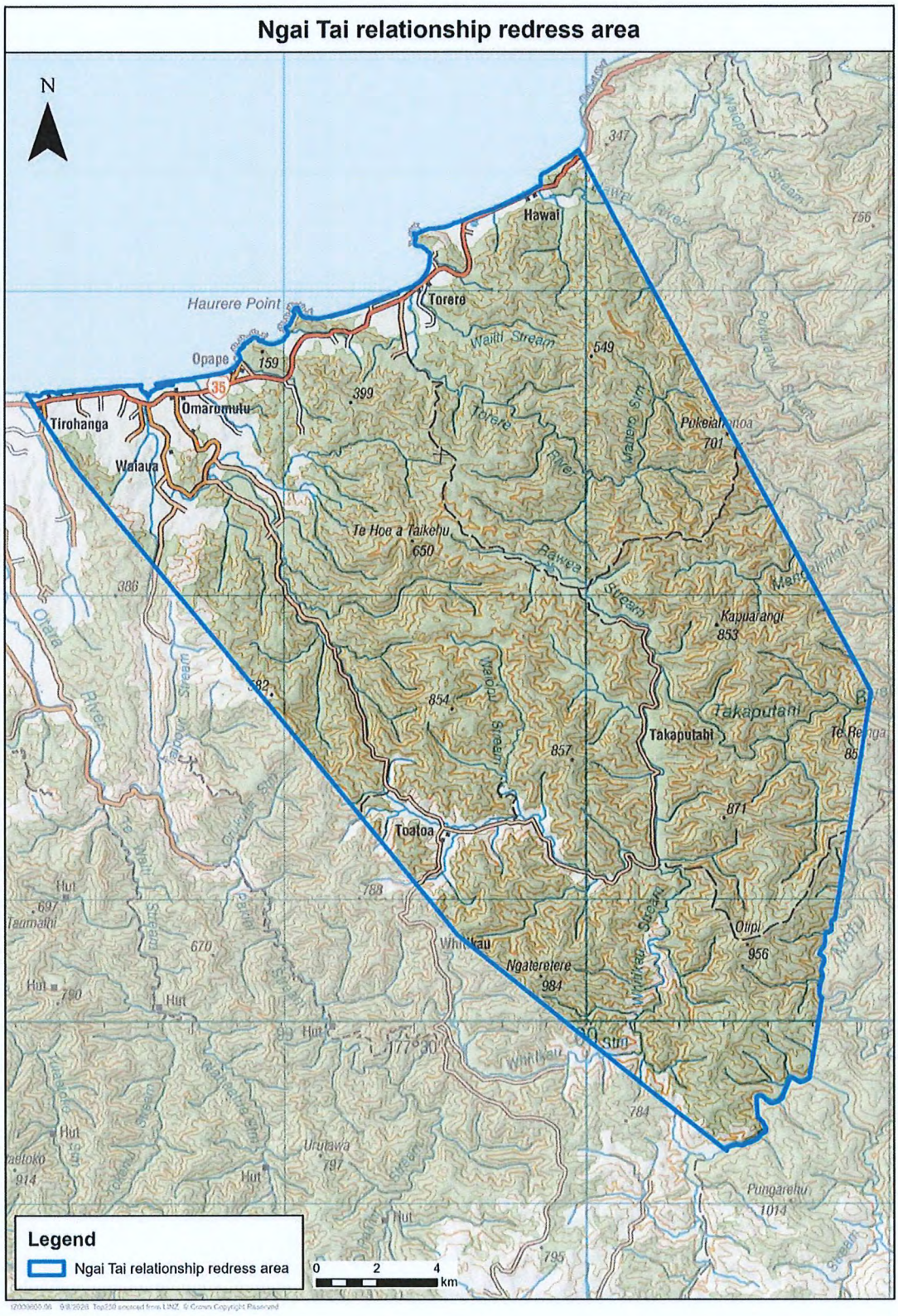
If you have any further questions, please contact the Office of Treaty Settlements and Takutai Moana—Te Tari Whakatau at contactus@whakatau.govt.nz.

Nāku noa, nā

Justine Smith
Tumu Whakarae – Chief Executive

APPENDIX ONE: NGAI TAI DEED OF SETTLEMENT SUMMARY

APPENDIX TWO: NGAI TAI RELATIONSHIP REDRESS AREA



APPENDIX THREE: NGAI TAI VALUE FRAMEWORK

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Ngai Tai Manawaroa

Ngai Tai Manawapohatu

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This Framework sets out foundational relationship architecture: expressing values and principles, to give full life to engagement practices. This Framework is therefore underpinned by the Punawhakairo:

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For this letter to be grounded, embracing the cultural narratives of Ngai Tai represents a commitment to an enduring partnership that is built through active co-design and shared decision-making. 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.

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.

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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 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.

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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 our way of being as Ngai Tai are our values and tikanga that underpin all relationships. It is important for us that these relationship-mātāpono underpin any relationship.

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 our 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.

Advice about Ngā Mātāpono

Ngai Tai Mātāpono	**How agencies can give life to the values**
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 • Start the process of how to align activities and projects Kia Whakamata Te Aho Tāhuhu. • Ensure collaboration with Ngai Tai in decision-making processes and that decisions are made in a mana enhancing manner. • Ensure ongoing dialogue and honest discussions between the parties regarding policy and projects relevant to Ngai Tai. • Promptly discuss, and meaningfully address, any concerns raised regarding giving life Kia Whakamata Te Aho Tāhuhu.
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 and value the significant role of Ngai Tai whānau and hapori in leading and engaging at all tiers of the system such as agencies working with Ngai Tai to address issues impacting the local community and adopting a collaborative approach to finding solutions. • Respect the mana motuhake and tino rangatiratanga of Ngai Tai and help empower them to participate and

	make informed decisions. • Support any opportunity to engage in a way that aligns Kia Whakamata Te Aho Tāhuhu and values contributions and perspectives of Ngai Tai. • Ngai Tai are informed and involved at a strategic level from the outset, in business planning, local decision making, inclusive of regional policy design and implementation frameworks, projects and initiatives. • Respecting the mana of Ngai Tai and the values and tikanga expressed Kia Whakamata Te Aho Tāhuhu.
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.

7. LEASE FOR THE LEASEBACK TO THE MINISTRY OF EDUCATION

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

Affected instrument identifier and type (if applicable) **All/part**
Area/Description of part or stratum

Lessor

Lessee

HIS MAJESTY THE KING for education purposes

Estate or Interest *Insert "fee simple"; "leasehold in lease number" etc.*

Fee simple

Lease Memorandum Number *(if applicable)*

Not applicable

Term

See Annexure Schedule (Items 2 and 4 of Schedule A)

Rental

See Annexure Schedule

Lease and Terms of Lease If required, set out the terms of lease in Annexure Schedules

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected record of title(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

Attestation

Signature of the Lessor	**Signed in my presence by the Lessor**
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
_____ [ ]	_____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address:
Signature of the Lessee _____ Signed for and on behalf of **HIS MAJESTY** **THE KING** as Lessee by [ ] (acting pursuant to a delegated authority from the Secretary for Education) in the presence of:	**Signed in my presence by the Lessee** _____ *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* Witness name: Occupation: Address

Certified correct for the purposes of the Land Transfer Act 2017

_____

Solicitor for the Lessee

* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

Form F *continued*

Annexure Schedule

Insert instrument type

Lease Instrument

BACKGROUND

A The purpose of this Lease is to give effect to the signed Deed of Settlement between Ngai Tai and the Crown, under which the parties agreed to transfer the Land to [***insert name of post-settlement governance entity***] and lease it back to the Crown.

B The Lessor owns the Land described in Item 1 of Schedule A.

C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.

D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.

E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

SCHEDULE A

ITEM 1 **THE LAND**

[***insert area***] more or less being [***insert lot description***] held in [***insert title or gazette notice description***], situated at [***insert physical address - note that improvements are excluded***].

ITEM 2 **START DATE**

[***insert start date***].

ITEM 3 **ANNUAL RENT**

$[***insert agreed rent***] plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

ITEM 4 **TERM OF LEASE**

21 Years.

ITEM 5 **LESSEE OUTGOINGS**

5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.

5.2 All charges relating to the maintenance of any Lessee

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

Improvements (whether of a structural nature or not).

5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.

5.4 Maintenance of car parking areas.

5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

Education Purposes.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each with the first renewal date being the 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th anniversary after that date.

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements: [***List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land***].

[ ]

The above information is taken from the Lessee's records as at [ ]. A site inspection was not undertaken to compile this information

Form F *continued*

Annexure Schedule

Insert instrument type

Lease Instrument

ITEM 10 **CLAUSE 16.5 NOTICE**

To: *[Post-Settlement Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")*

From: *[Name of Mortgagee/Chargeholder] ("the Lender")*

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

(i) *It has notice of the provisions of clause 16.5 of the Lease; and*

(ii) *It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*

(iii) *It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*

(iv) *It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[**]**

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

Form F *continued*

Annexure Schedule

Insert instrument type

Lease Instrument

ITEM 11 **CLAUSE 16.6 NOTICE**

To: *[Post-Settlement Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")*

From *[Name of Mortgagee/Chargeholder] ("the Lender")*

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

(i) *will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and*

(ii) *acknowledges that any Lessee's Improvements remain the Lessee's property at all times.*

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

All signing parties and either their witnesses or solicitors must either sign or initial in this box.

SCHEDULE B

1 **DEFINITIONS**

1.1 The term "Lessor" includes and binds:

(a) the persons executing this Lease as Lessor; and

(b) any Lessor for the time being under the Lease; and

(c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

(a) the person executing this Lease as Lessee; and

(b) all the Lessees for the time being under the Lease; and

(c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 "Business Day" means a day that is not:

(a) a Saturday or Sunday; or

(b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki Observance Day and Labour Day; or

(c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or

(d) the days observed as the anniversaries of the regions of Auckland and Wellington; or

(e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

1.4 "Contamination" has the meaning corresponding to that given to "Contaminant" in section 2(1) of the Resource Management Act 1991 and includes:

(a) asbestos and asbestos containing material;

(b) refrigerant emissions, ozone depleting substances, and polychlorinated biphenyls; and

(c) any other illegal, detrimental, dangerous, combustible or unhealthy substance,

and is to be interpreted as contaminants in any state, levels or concentrations

that are unsafe or pose a danger, threat or risk to life, health and/or safety including as specified or determined in accordance with any prevailing national standards, Ministry of Health guidelines, occupational safety codes of practice and/or compliance or other applicable legislative or regulatory requirements from time to time.

1.5 "Crown" has the meaning given in section 2(1) of the Public Finance Act 1989.

1.6 "Crown Organisation" means the Crown, all instruments of the His Majesty the King, and includes, but is not limited to:

(a) offices of Parliament;

(b) the Reserve Bank of New Zealand, as continued under section 5 of the Reserve Bank of New Zealand Act 1989;

(c) the entities listed in Schedule 4 and Schedule 4A to the Public Finance Act 1989;

(d) the Crown entities as defined in section 7(1) of the Crown Entities Act 2004;

(e) state enterprises (as defined in the State-owned Enterprises Act 1986); and

(f) each local authority, as defined in section 5 of the Local Government Act 2002;

1.7 "Department" has the meaning given in section 2 of the Public Finance Act 1989.

1.8 "Education Purposes" means any or all lawful activities necessary for, or reasonably related to, the provision of education.

1.9 "Legislation" means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.

1.10 "Lessee's Improvements" means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.

1.11 "Lessee's property" includes property owned wholly or partly by a sublessee or licensee of the Lessee.

1.12 "Maintenance" includes repair.

1.13 "Public Work" has the meaning given in section 2 of the Public Works Act 1981.

1.14 "Sublet" and "Sublease" include the granting of a licence to occupy the Land or part of it.

2 PAYMENT OF ANNUAL RENT

2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.

2.2 The initial Annual Rent payable at the Start Date will be set at 6.5% of the Transfer Value of the Land.

2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 RENT REVIEW

When a party initiates the rent review process as set out in clause 3.5:

3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.5% of the lesser of:

(a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or

(b) the Nominal Value being:

(i) during the initial Term: a value based on 5.3% growth per annum of the Transfer Value of the Land; or

(ii) for subsequent Terms: a value based on 5.3% growth per annum of the reset Nominal Value as calculated in clause 3.4.

3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.

3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:

(a) at the start date of every new Term; and

(b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.

3.5 The rent review process will be as follows:

(a) At any time during the period which starts three months before any Rent

Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

(b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.

(c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.

(d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.

(e) The parties must try to agree on a new Annual Rent.

(f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:

(i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or

(ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.

(g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.

(h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.

(i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.

(j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

(k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.

(l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.

(m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 PAYMENT OF LESSEE OUTGOINGS

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

5 VALUATION ROLL

Where this Lease is registered under section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6 UTILITY CHARGES

6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.

6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 GOODS AND SERVICES TAX

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

8 **INTEREST**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 **PERMITTED USE OF LAND**

9.1 The Lessee will only use the Land for the Permitted Use.

9.2 Notwithstanding clause 9.1 the Lessee may seek the Lessor's written consent to vary the Permitted Use. The Lessor's consent will not be unreasonably withheld or delayed where:

(a) the proposed Permitted Use is compliant with the requirements of the Resource Management Act 1991 or any other statutory provisions relating to resource management; and

(b) consultation for the purposes of clause 9.3 has occurred.

9.3 If the Lessee gives the Lessor written notice seeking the Lessor's consent to vary the Permitted Use the parties will, as soon as reasonably practicable, consult on the terms of any corresponding or consequential variations that either party may propose to the Lease, including (but not limited to) the amendment of clauses 3.2 and 22.1.

10 **DESIGNATION**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

11 **COMPLIANCE WITH LAW**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

12 **HAZARDS**

12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly remedy, reinstate or otherwise return the state of the Land to a "fit for purpose" condition including by addressing any hazards for the protection of occupants of the site and eliminating or minimising (to the extent reasonably practicable) any hazards as soon as possible ("Remediation Works").

12.3 If:

(a) the Lessee has given the Lessor written notice of circumstances requiring Remediation Works; and

(b) the Lessor has not undertaken material steps in respect of the Remediation Works within a period of not less than [20] Business Days from the date of receipt of the Lessee's written notice,

then without prejudice to the Lessee's other rights and remedies expressed or implied in this Lease, the Lessee may, at its discretion in all things, by the Lessee's employees and contractors, with all necessary equipment and material at all reasonable times, execute the Remediation Works.

12.4 Any Remediation Works undertaken by the Lessee under this clause 12 will not release the Lessor from any liability in respect of any breach of any expressed or implied covenant, condition or agreement contained in this Lease.

12.5 Notwithstanding clauses 12.3 and 12.4, upon the written request of either party given at any stage prior to completion of the Remediation Works, the parties will meet to consult and negotiate in good faith as to any matter concerning the Remediation Works, including which party is best placed to undertake the Remediation Works and the costs of the Remediation Works.

13 DAMAGE OR DESTRUCTION

13.1 Total Destruction

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

13.2 Partial Destruction

(a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.

(b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:

(i) the repair and reinstatement of the Land have been completed; and

(ii) the Lessee can lawfully occupy the Land.

(c) If:

(i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or

(ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

13.3 **Natural Disaster or Civil Defence Emergency**

(a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:

(i) such inability ceases; or

(ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.

(b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:

(i) the relevant clause has applied for a period of 6 months or more; or

(ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

13.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as toan

abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

(a) assert that this lease has terminated; or

(b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

14 CONTAMINATION

14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

15 EASEMENTS

15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16 LESSEE'S IMPROVEMENTS

16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.

16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

17 RUBBISH REMOVAL

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

18 SIGNS

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

19 INSURANCE

19.1 The Lessee is responsible for insuring or self-insuring any Lessee's Improvements on the Land.

19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Organisation permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 **FENCING**

20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 **QUIET ENJOYMENT**

21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 **ASSIGNMENT AND SUBLETTING**

22.1 The Lessee may:

(a) transfer (including by way of assignment or nomination) this Lease;

(b) sublet the Premises; or

(c) part with possession of the Premises;

for Education Purposes, without the Lessor's consent.

22.2 The Lessee may otherwise:

(a) transfer (including by way of assignment or nomination) this Lease;

(b) sublet the Premises; or

(c) part with possession of the Premises;

provided the Lessee obtains the Lessor's prior written consent, which will be given if the following conditions are fulfilled:

(i) in the case of a transfer the Lessee proves to the reasonable satisfaction of the Lessor that the proposed assignee is (and in the case of a company that the shareholders of the proposed transferee are) respectable responsible and has the financial resources to meet the Lessee's commitments under this Lease;

(ii) all rent and other money payable have been paid and there is not any significant existing material breach of any of the Lessee's covenants under this Lease;

(iii) in the case of a transfer, a transfer or such other instrument in customary form approved or prepared by the Lessor is duly executed by the Lessee and delivered to the Lessor;

(iv) the Lessee pays the Lessor's reasonable costs and disbursements in respect of:

(A) the approval and the preparation of any transfer instrument; and

(B) (if appropriate) all reasonable fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Lessor concerning any proposed transferee, sublessee or guarantor. All such costs shall be payable whether or not the transaction proceeds; and

(v) the Lessee has complied with its obligations (if any) under section 40 of the Public Works Act 1981.

23 OCCUPANCY BY SCHOOL BOARD OF TRUSTEES

23.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.

23.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

23.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020.

24 LESSEE BREAK OPTION

24.1 The Lessee may at any time end this Lease as it relates to any part of the Land ("Surrendered Land") by giving not less than six months' notice in writing to the Lessor. At the end of the notice period ("Surrender Date") the Lease in respect of the Surrendered Land will end and the Lessee will pay the Break Fee calculated in accordance with clause 24.4 to the Lessor.

24.2 Where the Surrendered Land comprises part of the Land the Lessee must procure (if required and at its cost):

(a) a plan prepared by a registered surveyor identifying the Surrendered Land and the Land that remains subject to this Lease ("Balance Land"); and

(b) the registration of the partial surrender of the Lease on the fee simple and leasehold records of title.

24.3 The adjusted Annual Rent payable in respect of the Balance Land from the

Surrender Date will be a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Balance Land bears to the total area of the Land.

24.4 For the purposes of clause 24.1, "Break Fee" means a further 12 months' rent in respect of the Surrendered Land. Where the Surrendered Land comprises part of the Land, the monthly rent payable in respect of the Surrendered Land will, at the election of the Lessor, be calculated on the basis of either:

(a) a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Surrendered Land bears to the total area of the Land ("Pro-rata Calculation"); and

(b) 6.5% of the Current Market Value for the Surrendered Land as at the Surrender Date assessed at the cost of the Lessor in accordance with clause 3 ("CMV Calculation"), provided that the monthly rent payable under the CMV Calculation will not be more than the monthly rent payable under the Pro-rata Calculation.

24.5 The Lessor agrees to accept the Break Fee in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

24.6 The Lessor and the Lessee will complete all tasks and actions necessary to give legal effect to the surrender at the Lessee's cost.

25 BREACH

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

26 NOTICE OF BREACH

26.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

(a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or

(b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable

time; or

(c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

26.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

27 RENEWAL

27.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

27.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

28 RIGHT OF FIRST REFUSAL FOR LESSOR'S INTEREST

28.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

28.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

28.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

28.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

28.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

29 EXCLUSION OF IMPLIED PROVISIONS

29.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 – Power to inspect premises.

30 ENTIRE AGREEMENT

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

31 DISPUTES

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

32 SERVICE OF NOTICES

32.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education
Ministry of Education

PO Box 1666

WELLINGTON 6140

32.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[*insert contact details*]

32.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

33 REGISTRATION OF LEASE

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

34 COSTS

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.

35 COUNTERPARTS AND ELECTRONIC SIGNATURES

The parties agree that either party may sign this lease electronically in two or more counterparts, all of which will together be deemed to constitute one and the same lease which may be sent to the other by email. If a party signs this lease by electronic means, that party represents and warrants to the other party that the form of the electronic signature complies with the requirements set out in section 228 of the Contract and Commercial Law Act 2017.