

NGARUAHINE

and

THE TRUSTEES OF TE KOROWAI O NGARUAHINE TRUST

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

OS

NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

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**NGARUAHINE DEED OF SETTLEMENT:
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1. TE WHARIKI O NGARUAHINE



1.1 TE WHARIKI O NGARUAHINE OVER KAUPOKONUI-A-TURI
(BEING KAUPOKONUI RECREATION RESERVE)



NGARUAHINE DEED OF SETTLEMENT:
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1.1: TE WHARIKI O NGARUAHINE OVER KAUPOKONUI-A-TURI
(BEING KAUPOKONUI RECREATION RESERVE)

1. DESCRIPTION OF AREA

- 1.1. Kaupokonui-a-Turi (being Kaupokonui Recreation Reserve) being Section 84 Block VI Waimate Survey District. All *Gazette* notice 292809.3 as shown on OTS-023-08.

2. PREAMBLE

- 2.1 Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.29.1(b) of the deed of settlement) the Crown acknowledges the statement by the trustees of Te Korowai o Ngaruahine Trust of their cultural, spiritual, historic and/or traditional values relating to the Kaupokonui Recreation Reserve, as set out below.

3. NGARUAHINE VALUES

- 3.1 For the hapu of Ngati Tu, the Kaupokonui Recreation Reserve and environs are integral to the distinct identity and mana of the hapu. The importance of the reserve is derived from its position on the coastal lands in the takiwa of Ngati Tu. Accordingly, the following statement is relevant:

"Kaupokonui is the name of both a river and settlement area. In the twelfth century Kaupokonui was one of the original landing sites of the ancestral waka, Wakaringaringa, which was captained by Mawakeroa, the other landing site being Ngateko at the mouth of the Kapuni Stream. Many of the people on the Wakaringaringa took up settlement there".

- 3.2 Although not limited to, the following Ngati Tu pa and kainga are located within the environs of the reserve, Pukekohe Pa, Taurangi-a-ika Pa, Akakoa Pa and Taoratai kainga.

Kaupokonui River

- 3.3 The Kaupokonui River takes its name from the cliff head on the southern side of the river mouth in deference to the captain of the Aotea Utanganui waka, Turi-te-Ariki-nui, "the big head of Turi".
- 3.4 The river was abundant with various resources, including tunaheke, piharau, kahawai, inanga, pakotea and kokopu. Pa tuna and hinaki were constructed all along the river, and there was much tribal lore and skill pertaining to the catching of tuna.
- 3.5 The mauri of the kahawai of Kaupokonui were three small brown stones which were particularly unique in character and unlike any other stone that could be found in the region. These stones were entrusted to a young man of Ngati Tu. His task was to perform a twice yearly ceremony with the stones, whereby the mauri was placed into the river at it's mouth and then sprinkled with river sand. This ceremony ensured that the kahawai would always come into the river and be plentiful for the Ngati Tu people.
- 3.6 The stones were kept in a location in the cliff for safekeeping known only to the person who held such responsibility. Unfortunately memory dims with time and age, so much so that the whereabouts of the stones became forgotten, and the ceremony ceased. To this day the ceremony has never been repeated.
- 3.7 According to tradition, Puererua the chief of the kahawai was once caught in a net in the river, but once his true identity was discovered he was released back into the river.



NGARUAHINE DEED OF SETTLEMENT:
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1.1: TE WHARIKI O NGARUAHINE OVER KAUPOKONUI-A-TURI
(BEING KAUPOKONUI RECREATION RESERVE)

Takutaimoana

3.8 The resources of Tangaroa have provided for and nourished the people of this hapu for generations. These resources were integral to the lives of the people who occupied the settlements that adjoined the coastline. Tangaroa has provided for them materially, acted as a highway for travel, a source of rongoa, aided their well-being and provided for their spiritual sustenance.

3.9 The name of the takutaimoana fishing ground and gardens is Orangamaitai, and Orangamaiwaho.

<i>Te ika te ika I Waitotara</i>	<i>The fish the fish of Waitotara</i>
<i>Te ika te ika I Whenua Kura</i>	<i>The fish the fish of Whenua Kura</i>
<i>Te ika te ika I Patea</i>	<i>The fish the fish of Patea</i>
<i>Te ika te ika I Tangahoe</i>	<i>The fish the fish of Tangahoe</i>
<i>Te ika te ika I Waengongoro</i>	<i>The fish the fish of Waengongoro</i>
<i>Te ika te ika I Kawia</i>	<i>The fish the fish of Kawia</i>
<i>Te ika te ika I Taranaki</i>	<i>The fish the fish of Taranaki</i>
<i>Te Takina mai hoki te ika</i>	<i>The drawing to us the fish</i>
<i>Ki tenei rua ki tenei one</i>	<i>To this place, this land</i>
<i>Te ika ki tenei papa</i>	<i>The fish to this spot</i>
<i>Te ika ki tenei au tapu</i>	<i>The fish to this abode</i>
<i>Te ika ki te au tapu nui no Tane</i>	<i>The fish to this abode of Tane</i>
<i>Ki te autapu o Tangaroa te ika</i>	<i>To the abode of Tangaroa</i>
<i>Teretere te ika</i>	<i>The fish swim</i>
<i>He ika waka mou kaha hai</i>	<i>The first fish caught</i>
<i>Tena te ika ka moe</i>	<i>Behold the fish killed</i>
<i>Ko te ika o te rua</i>	<i>The fish of the bank</i>
<i>Ko te ika o te one</i>	<i>The fish of the land</i>
<i>Te ika o te hohono</i>	<i>The fish of the deep</i>
<i>Tena te ika ka moe</i>	<i>Behold the fish is drawn before</i>
<i>Ka taki ki roto</i>	<i>Behold the fish is drawn to the side</i>
<i>Ka taki ki te turanga</i>	<i>Is drawn to the landing</i>
<i>Ka taki ki te kainga</i>	<i>Is drawn to the village</i>
<i>Ka taki ki te au tapu nui no Tane</i>	<i>Is drawn to the abode of Tane</i>
<i>Ki te au tapu nui o Tangaroa</i>	<i>To the abode of Tangaroa.</i>

3.10 Customary laws have always been strictly observed. This was, and still is manifested in two particular ways, respect for hapu zones and boundaries and acknowledgement that the resources must be protected and conserved. After harvesting from a particular garden these hapu would not return back to gather for some time. This enabled the process of propagation to take place, thereby ensuring that Tangaroa would continue to provide. Through the preservation and maintenance of their traditional associations with their coastline and fisheries, the hapu continue to assert kaitiakitanga and mana motuhake over these resources.

NGARUAHINE DEED OF SETTLEMENT:
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1.1: TE WHARIKI O NGARUAHINE OVER KAUPOKONUI-A-TURI
(BEING KAUPOKONUI RECREATION RESERVE)

Mahinga kai

- 3.11 The hapu regard all natural resources as being gifts from Atua kaitiaki. Tangaroa-i-te-Rupetu is the spiritual guardian of the moana and other water bodies and all that lives within them. Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms that abound within his domain. These guardians were central to the lives of hapu tupuna and remain culturally significant to the hapu whanau living in the present day.
- 3.12 The Reserve and its surrounds was renowned for being plentiful. The awa provided an abundant food basket with fish, kina, paua and kuku. The ngahere and bush was a huge source of kai. In pre-European times there was an abundance of birdlife which included kereru, tui, weka, kaka and kiwi in the ngahere. Pukeko and native ducks, such as the parera (grey duck) were harvested in the wetlands. The birdlife were not only important as a source of food, their feathers were used for cloaks, decorating garments and personal adornment.
- 3.13 The ngahere did not only act as a pataka kai but also as a pataka rongoa. Hapu members knowledgeable in rongoa would gather kawakawa leaves, kowhai bark, harakeke, runa (dock leaves), kopakopa leaves, koromiko, manuka (tea-tree), tutu tree, bluegum tree, ongaonga (native stinging nettle), parapara, pipiri (burr / biddy-bid), frond stems of mamaku (black tree fern), karaka berries and ngaio. These were used for a variety of ailments and were highly valued by our tupuna. Although very little of these taonga are available today, what does remain continues to be culturally significant to the hapu.
- 3.14 Matauranga associated with the collection of resources from the awa and ngahere was central to the lives of hapu tupuna and remains a significant part of the cultural identity of the hapu today. Tikanga, kawa and karakia are all essential for maintaining customary traditions, rituals and tapu associated with gathering and utilising resources.
- 3.15 The hapu have cultural, spiritual, traditional and historic associations with the Reserve and its environs, its waters, associated land and flora and fauna. They have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tupuna. The continued recognition of the hapu, their identity, traditions and status as kaitiaki are entwined with the Kaupokonui Reserve, river and associated lands and resources.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngaruahine values related to the Kaupokonui Recreation Reserve:
- (a) protection of wahi tapu, indigenous flora and fauna and the wider environment of the Kaupokonui Recreation Reserve;
 - (b) recognition of the distinct Ngaruahine Maui mana, kaitiakitanga and tikanga within the Kaupokonui Recreation Reserve;
 - (c) respect for the distinct Ngaruahine tikanga and kaitiakitanga within the Kaupokonui Recreation Reserve;



NGARUAHINE DEED OF SETTLEMENT:
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1.1: TE WHARIKI O NGARUAHINE OVER KAUPOKONUI-A-TURI
(BEING KAUPOKONUI RECREATION RESERVE)

- (d) encouragement of recognition and respect for the particular association of Ngaruahine with the Kaupokonui Recreation Reserve;
- (e) accurate portrayal of the separate and distinct associations and kaitiakitanga relationship of Ngaruahine with the Kaupokonui Recreation Reserve;
- (f) respect for and recognition of the distinct relationship of Ngaruahine with the wahi tapu and wahi whakahirahira; and
- (g) recognition of the interest of Ngaruahine in actively protecting species within the Kaupokonui Recreation Reserve.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.29.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the separate and distinct values of Ngaruahine related to the Kaupokonui Recreation Reserve and will be encouraged to respect the separate and distinct association of Ngaruahine with the Kaupokonui Recreation Reserve;
- (b) the Ngaruahine association with the Kaupokonui Recreation Reserve will be accurately portrayed in all new Department of Conservation information and educational material;
- (c) Ngaruahine will be consulted regarding the provision of all new Department of Conservation public information or educational material related to the Kaupokonui Recreation Reserve;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided and the Department of Conservation is aware of such works, Ngaruahine will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites;
- (e) any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the overlay classification area will be left untouched and Ngaruahine informed as soon as possible to enable the iwi/hapu with a recognised relationship to the koiwi or taonga to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (f) the Department of Conservation will ensure that Ngaruahine are informed of any indigenous species management programmes and will identify opportunities for involvement by Ngaruahine.



1.2 TE WHARIKI O NGARUAHINE OVER OEO-KAUPOKONUI MARGINAL STRIP

1.2: TE WHARIKI O NGARUAHINE OVER OEO-KAUPOKONUI MARGINAL STRIP

1. DESCRIPTION OF AREA

- 1.1 Oeo-Kaupokonui Marginal Strip being Crown Land (SO 406) as shown on OTS-023-09.

2. PREAMBLE

- 2.1 Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.29.1(d) of the deed of settlement) the Crown acknowledges the statement by the trustees of Te Korowai o Ngaruahine Trust of their cultural, spiritual, historic and/or traditional values relating to the Oeo-Kaupokonui Marginal Strip, as set out below.

3. NGARUAHINE VALUES

- 3.1 The Oeo-Kaupokonui Marginal Strip abounds the whenua and coastal takiwa of three hapu of Ngaruahine; Ngati Tamaahuroa-Titahi, Ngati Haua and Ngati Tu and covers an area that spans three rivers and several ancient settlements
- 3.3 The settlements are made up of the following, Kaupokonui, Otamare, Ahikuku, Taikatu-ki-tai, Ohunuku, Oeo, Okare, Tawhitinui, Otangiwhenua, Aorangi, Ahikuku (Otakeho), Waiwheta, Ratanui, Tapaninihi. Many of these settlements take their name from the moana which adjoins them.

Takutaimoana

- 3.3 The names of the takutaimoana in this area are Tawhitinui, which means "the great waves" and refers to the journey of the Aotea waka, captained by Turi-Ariki-nui, from Hawaiki to Aotearoa.
- 3.4 Otakeho was originally named Ahikuku, "a place of cooked mussels" and is still of great importance to the history of the hapu.
- 3.5 The names of the various gardens where gathering took place are Ahikuku, Otangiwhenua, Hae-Haetu, Huaki-roho, Marupane, Taikatu, Rakauarua, Takatakahia, Waikaretu, Opuhi, Oue, Otange, Ohunuku, Otonga and Raa. Ngaruatangata is the name given to parts of the shore where shellfish could be gathered.¹
- 3.6 The whare waka located at Tawhitinui is named Ohunuku-Aorangi. According to tribal sources, "when the mauri was laid the old people placed the name "ohou" which means "to enter, to immerse", "nuku" means "to indent into nature", "Aorangi" meaning "to indent into the heavens, up to the upper most heaven of Rangi-tu-ha, te Tina-a-Manono".²
- 3.7 Ngati Manuhiakai hapu, who had strong affiliations with their neighbour, Ngati Haua hapu, would undertake a yearly pilgrimage to fish and gather mataitai from the river and various gardens of the moana in their hapu zone. In return Ngati Manuhiakai would bring with them kai from the whenua, such was the practises between each other.

¹ Daisy Noble, Maraekura Horsfall, *Foreshore and Seabed, Muru Me Te Raupatu Mo Nga hapū O Ngaruahine Iwi Incorporated*, attached to Statement of Evidence of Tihi Anne Daisy Noble, 1071.

² Daisy Noble, Maraekura Horsfall, *Foreshore and Seabed, Muru Me Te Raupatu Mo Nga hapū O Ngaruahine Iwi Incorporated*, attached to Statement of Evidence of Tihi Anne Daisy Noble, 1071.

**NGARUAHINE DEED OF SETTLEMENT:
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1.2: TE WHARIKI O NGARUAHINE OVER OEO-KAUPOKONUI MARGINAL STRIP

- 3.8 The resources of Tangaroa have provided for and nourished the people of these hapu for generations. These resources were integral to the lives of the people who occupied the settlements that adjoined the coastline. Tangaroa has provided for them materially, acted as a highway for travel, a source of rongoa, aided their well-being and provided for their spiritual sustenance.
- 3.9 Customary laws have always been strictly observed. This was, and still is manifested in two particular ways, respect and acknowledgement of these hapu as kaitiaki, which means an understanding that the resources must be protected and conserved, and a respect for hapu zones and boundaries. After a harvest was collected from a particular garden these hapu would not return back to this place for some time. This enabled the process of propagation³ to take place, thereby ensuring that Tangaroa would continue to provide. Through the preservation and maintenance of their traditional associations with their coastline and fisheries, these hapu continue to assert mana motuhake over these resources.
- 3.10 The hapu regard all natural resources as being gifts from Atua kaitiaki. Tangaroa-i-te-Rupetu is the spiritual guardian of the moana and other water bodies and all that lives within them. Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms that abound within their respective domain.
- 3.11 The hapu have cultural, spiritual, traditional and historic associations with these areas and surrounding environs, its waters, associated land and flora and fauna. They have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tupuna. The continued recognition of these hapu, traditions and status as kaitiaki is integral to maintaining cultural identity and competency.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngaruahine values related to the Oeo-Kaupokonui Marginal Strip:
- (a) protection of wahi tapu, indigenous flora and fauna and the wider environment of the Oeo-Kaupokonui Marginal Strip;
 - (b) recognition of the distinct Ngaruahine mana, kaitiakitanga and tikanga within the Oeo-Kaupokonui Marginal Strip;
 - (c) respect for the distinct Ngaruahine tikanga and kaitiakitanga within the Oeo-Kaupokonui Marginal Strip;
 - (d) encouragement of recognition and respect for the particular association of Ngaruahine with the Oeo-Kaupokonui Marginal Strip;
 - (e) accurate portrayal of the separate and distinct associations and kaitiakitanga relationship of Ngaruahine with the Oeo-Kaupokonui Marginal Strip; and

³ Tapui Taimoana Submission.

**NGARUAHINE DEED OF SETTLEMENT:
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1.2: TE WHARIKI O NGARUAHINE OVER OEO-KAUPOKONU MARGINAL STRIP

- (f) respect for and recognition of the distinct relationship of Ngaruahine with the wahi tapu and wahi whakahirahira.
- (g) recognition of the interest of Ngaruahine in actively protecting species within the Oeo-Kaupokonui Marginal Strip.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.29.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the separate and distinct values of Ngaruahine related to the Oeo-Kaupokonui Marginal Strip and will be encouraged to respect the separate and distinct association of Ngaruahine with the Oeo-Kaupokonui Marginal Strip;
- (b) the Ngaruahine association with the Oeo-Kaupokonui Marginal Strip will be accurately portrayed in all new Department of Conservation information and educational material;
- (c) Ngaruahine will be consulted regarding the provision of all new Department of Conservation public information or educational material related to the Oeo-Kaupokonui Marginal Strip;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngaruahine will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites;
- (e) any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the overlay classification area will be left untouched and Ngaruahine informed as soon as possible to enable the iwi/hapu with a recognised relationship to the koiwi or taonga to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (f) the Department of Conservation will ensure that Ngaruahine are informed of any indigenous species management programmes and will identify opportunities for involvement by Ngaruahine.

1.3 TE WHARIKI O NGARUAHINE OVER KAUPOKONUI-MANAIA MARGINAL STRIP

1.3: TE WHARIKI O NGARUAHINE OVER KAUPOKONUI-MANAIA MARGINAL STRIP

1. DESCRIPTION OF AREA

- 1.1 Kaupokonui-Manaia Marginal Strip being Crown Land (SO 407) as shown on OTS-023-07.

2. PREAMBLE

- 2.1 Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.29.1(c) of the deed of settlement) the Crown acknowledges the statement by the trustees of Te Korowai o Ngaruahine Trust of their cultural, spiritual, historic and/or traditional values relating to the Kaupokonui-Manaia Marginal Strip, as set out below.

3. NGARUAHINE VALUES

- 3.1 For Ngati Tu, the Kaupokonui-Manaia marginal strip and its environs are integral to the distinct identity and mana of the hapu. The marginal strip takes its name from the township of Manaia, which was originally the site of Ti Taheke Pa, belonging to the Ngati Manuhiakai hapu.
- 3.2 'Kaupokonui' is the name of both a river and settlement area. In the twelfth century Kaupokonui was the landing site of one of the ancestral waka, Wakaringaringa, which was captained by Mawakeroa. Many of the people on that waka took up settlement there and, today, a number of Ngati Tu people still have camping occupations along the Kaupokonui beach and fish at the river mouth all year round.
- 3.3 The river takes its name from the cliff head at the southern side of the river mouth which in turn takes its name from the captain of the waka Aotea Utanganui, Turi-te-ariki-nui. It was abundant with various resources, including tunaheke, piharau, kahawai, inanga, pakotea and kokopu. Pa tuna and hinaki were constructed all along the river, and there was much tribal lore and skill pertaining to the catching of tuna.
- 3.4 The tupuna taniwha of Kaupokonui is Aromahanga, a descendant from the whanau o Tangaroa. Aromahanga was a benevolent taniwha who according to Ngati Tu tradition, brought fish from the sea into the river for their people.

Takutaimoana

- 3.5 The marginal strip is significant to the hapu because of its proximity to the coast, which has always been of vital cultural, spiritual and economic importance to Ngati Tu hapu.
- 3.6 The resources of Tangaroa have provided for and nourished the people of the hapu for generations. These resources were integral to the lives of the people who occupied the settlements located on the land now known as the Kaupokonui-Manaia marginal strip because of their proximity to the sea. It has provided for them materially, been a means of transport, a source of rongoa, and aided their well-being and spiritual sustenance. In return, the whanau and hapu have the utmost respect for the sea. Through the preservation and maintenance of their traditional associations with their coastline and fisheries, the hapu continues to assert rangatiratanga over these resources.
- 3.7 Fishing grounds and gardens were known only to the hapu. Species such as kahawai, tamure and shark were the most commonly caught and brought in to be eaten fresh.

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1.3: TE WHARIKI O NGARUAHINE OVER KAUPOKONUI-MANAIA MARGINAL STRIP

Stingray and octopus was also brought in. These would be dried and preserved and used during the winter months when fishing was at a low.

- 3.8 Customary laws apply to the sea and sea front. The hapu have many old fishing grounds and tauranga waka along their coastline. The kuia and koru of Ngaruahinerangi speak of how customary laws have always been strictly observed all along the coastline. This was and still is manifested in two particular ways, respect and acknowledgement of the hapu as kaitiaki, which means an understanding that the resources must be protected and conserved; along with respect for hapu zones and boundaries. After a harvest was collected from a particular garden it would be left to enable propagation to take place.
- 3.9. The hapu have cultural, spiritual, traditional and historic associations within the marginal strip area, its waters, associated land and flora and fauna. The hapu have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tupuna. The continued recognition of the hapu, their identity, traditions and status as kaitiaki is entwined with the Kaipokonui River and associated lands, including the Reserve and associated resources.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngaruahine values related to the Kaipokonui-Manaia Marginal Strip:
- (a) protection of wahi tapu, indigenous flora and fauna and the wider environment of the Kaipokonui-Manaia Marginal Strip;
 - (b) recognition of the distinct Ngaruahine mana, kaitiakitanga and tikanga within the Kaipokonui-Manaia Marginal Strip;
 - (c) respect for the distinct Ngaruahine tikanga and kaitiakitanga within the Kaipokonui-Manaia Marginal Strip;
 - (d) encouragement of recognition and respect for the particular association of Ngaruahine with the Kaipokonui-Manaia Marginal Strip;
 - (e) accurate portrayal of the separate and distinct associations and kaitiakitanga relationship of Ngaruahine with the Kaipokonui-Manaia Marginal Strip; and
 - (f) respect for and recognition of the distinct relationship of Ngaruahine with the wahi tapu and wahi whakahirahira; and
 - (g) recognition of the interest of Ngaruahine in actively protecting species within the Kaipokonui-Manaia Marginal Strip.

1.3: TE WHARIKI O NGARUAHINE OVER KAUPOKONUI-MANAIA MARGINAL STRIP

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.29.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the separate and distinct values of Ngaruahine related to the Kaupokonui-Manaia Marginal Strip and will be encouraged to respect the separate and distinct association of Ngaruahine with the Kaupokonui-Manaia Marginal Strip;
- (b) the Ngaruahine association with the Kaupokonui-Manaia Marginal Strip will be accurately portrayed in all new Department of Conservation information and educational material;
- (c) Ngaruahine will be consulted regarding the provision of all new Department of Conservation public information or educational material related to the Kaupokonui-Manaia Marginal Strip;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngaruahine will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites;
- (e) any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the overlay classification area will be left untouched and Ngaruahine informed as soon as possible to enable the iwi/hapu with a recognised relationship to the koiwi or taonga to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (f) the Department of Conservation will ensure that Ngaruahine are informed of any indigenous species management programmes and will identify opportunities for involvement by Ngaruahine.

1.4 TE WHARIKI O NGARUAHINE OVER OHAWA-HAWERA MARGINAL STRIP



1.4: TE WHARIKI O NGARUAHINE OVER OHAWE-HAWERA MARGINAL STRIP

1. DESCRIPTION OF AREA

- 1.1 Ohawe-Hawera Marginal Strip being Crown Land as shown on OTS-023-10.

2. PREAMBLE

- 2.1 Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.29.1(e) of the deed of settlement) the Crown acknowledges the statement by the trustees of Te Korowai o Ngaruahine Trust of their cultural, spiritual, historic and/or traditional values relating to the Ohawe-Hawera Marginal Strip, as set out below.

3. NGARUAHINE VALUES

- 3.1 For the Kanihi and Okahu hapu the Ohawe-Hawera Marginal Strip and environs are integral to the distinct identity and mana of the hapu. Accordingly, the following statement of association is relevant:

"the Ohawe-Marginal Strip lies within the south-eastern extremities of the Ngaruahine takiwa. This area, in particular the Waingongoro River is often referred to as "the gateway of Ngaruahine-Rangi". Historically, it has been known as the "the first frontier"

- 3.2 Ohawe is the modern day name for the takutaimoana, however to the Kanihi hapu and Okahu hapu it is known traditionally as Te Rangatapu. According to tribal history, the original inhabitants of the area intermarried with the people who landed on the Te Rangiutamutu waka, captained by Tamatea-Rokai, and their descendants are part of those who make up both the Kanihi and Okahu hapu.
- 3.3 The Kanihi people have historically resided on both the western and eastern banks of the Waingongoro River

*Ko Te Rangatapu te Takutaimoana
Ko Te Rangatapu raua ko Te Kawau nga Tauranga Waka
Ko Waingongoro te Awa
Ko Umutahi raua ko Te Rua O Te Moko nga Whenua
Ko Kanihi te tangata*

- 3.4 The Okahu hapu have historically resided on the western and eastern banks of the Waingongoro River, their strongholds being Okahutiti Pa and Weriweri Pa. Although they choose to identify their hapu with the name 'Okahu' they have been referred to also as the 'Inuawai' people.

*Ko Te Rangatapu te Takutaimoana
Ko Te Rangatapu raua ko Te Kawau nga Tauranga Waka
Ko Waingongoro te Awa
Ko Okahu raua ko Inuawai nga Whenua
Ko Okahu te tangata*

- 3.5 Both hapu claim that their tuturu rohe extends, "from seaward on the eastern mouth of the Waingongoro awa to the Maunga, thence turning following the western side of the Wairere Stream back to seaward, Hawaiki-nui Tawhiti-nui, Hawaiki-rua Tawhiti-rua, Hawaiki-parnamao Tawhiti-papamao".

NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

1.4: TE WHARIKI O NGARUAHINE OVER OHAWE-HAWERA MARGINAL STRIP

3.6 Likewise, both hapu claim that their whanaungatanga rohe begins "from the mouth of the Waihi Stream of Ngati Ruanui Iwi in the east, and extends to the mouth of the Inaha Stream of Ngati Manuhiakai hapu in the west, Hawaiki-nui Tawhiti-nui, Hawaiki-roa Tawhiti-roa, Hawaiki-pamamao Tawhiti-papamao".

3.7 There are a number of significant pa sites located within the Ohawe-Hawera area. These include Te Akakohia Pa, Puke-rata Pa, Tau-te-one Pa, Te Kawau Pa, Pakokomiko Pa, Pukehomoamoamo Pa, Rangitoto Pa, Mawhitiwhiti and Te Rangatapu Pa.

Te Rangatapu

3.8 Te Rangatapu is a papakainga settlement that adjoins the tauranga waka of the same name and are located on the eastern side of the mouth of the Waingongoro River, with the marginal strip also being a part of this zone.

3.9 Te Rangatapu was the landing site of the ancient waka, Te Rangi-ua-mutu, which was captained by Tamatea-rokai.⁴ Prior to the arrival of this canoe, the papakainga was already occupied by the tangata whenua, who intermarried with the people of the Te Rangi-ua-mutu waka. As a settlement, Te Rangatapu is over six centuries old and in the nineteenth century significant archaeological remains, including moa bones, were discovered at the site.

3.10 Te Rangatapu takes its name from the tupuna Rangihawenui and referred to "the sacred footsteps of Rangihawenui" on "the journey he undertook to Mohakatino to seek the Atua Rakeiora".

Te Kawau

3.11 Te Kawau is a papakainga settlement and tauranga waka and is located on the western mouth of the Waingongoro River. There are significant wahi tapu located Te Kawau, as well as an ancient and sacred spring which was known as Te Waipiharau, which according to tradition was so named because of the sweet waters from the spring and which attracted the piharau into the river from the ocean.⁵

3.12 Both Te Rangatapu and Te Kawau settlements are associated with both the Kanihi and Okahu people.⁶

Waingongoro River

3.13 The Waingongoro River in earlier times was known as the Wai-aro-riri, meaning 'the angry waters' until it was renamed by Turi, captain of the Aotea Utanganui waka, as Waingongoro, meaning 'snoring waters' in recognition of it being the 'the place where Turi snored'.

⁴ Evidence of Tonga Awhikau of Araukuku hapū, Taranaki MB, 22, from Tihi Anne Daisy Noble, Evidence, A58, p.20

⁵ Korero of Te Ika Paraha, John Houston Manuscript, ATL, from Tihi Anne Daisy Noble, Summary of Evidence, A58, p.23

⁶ Daisy Noble, Maraekura Horsfall, *Foreshore and Seabed, Muru Me Te Raupatu Mo Nga hapū O Ngaruahine Iwi Incorporated*, attached to Statement of Evidence of Tihi Anne Daisy Noble, 1071, p. 21

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

1.4: TE WHARIKI O NGARUAHINE OVER OHAWE-HAWERA MARGINAL STRIP

- 3.14 The river was a rich source of kai for the Kanihi and Okahu hapu. Tuna, piharau, kokopu and potokea as well as noted rua tuna located along the river. A complex system of tribal, whanau and individual level rights existed over the rua tuna, and conflict often arose if these rights were ignored.
- 3.15 There are several tupuna kohatua that lie within the river as it winds its way out to the moana. One of particular mention is Potoke who as tradition has it was to be feed whenever fishing took place. Upon return from a fishing expedition, it was customary for a portion of the catch to be taken and left atop of this kohatu thereby feeding the mauri of Potoke.

Te Moana

- 3.16 Both settlements are significant to these hapu because their immediate access to the sea and its resources. It has provided for them materially, been a means of transport, a source of rongoa, and aided their well-being and spiritual sustenance. In return, the whanau and hapu have the utmost respect for the sea. Through the preservation and maintenance of their traditional associations with their coastline and fisheries, the hapu continues to assert rangatiratanga over these resources.
- 3.17 Fishing grounds and gardens were known only to these hapu. Species such as kahawai, tamure and shark were the most commonly caught and brought in to be eaten fresh. Stingray and octopus was also brought in. These would be dried and preserved and used during the winter months when fishing was at a low.
- 3.18 Customary laws apply to the sea and sea front. This was and still is manifested in two particular ways, respect and acknowledgement of the hapu as kaitiaki, which means an understanding that the resources must be protected and conserved; along with respect for hapu zones and boundaries. After a harvest was collected from a particular garden it would be left to enable propagation to take place.
- 3.19 Kanihi and Okahu hapu have cultural, spiritual, traditional and historic associations within the marginal strip area, its waters, associated land and flora and fauna. Furthermore, these hapu have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites.
- 3.20 This relationship is as important to present day whanau as it was to their tupuna. The continued recognition of these hapu, their identity, traditions and status as kaitiaki is entwined with the associated lands and associated resources.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngaruahine values related to the Ohawe-Hawera Marginal Strip:
- (a) protection of wahi tapu, indigenous flora and fauna and the wider environment of the Ohawe-Hawera Marginal Strip;
 - (b) recognition of the distinct Ngaruahine mana, kaitiakitanga and tikanga within the Ohawe-Hawera Marginal Strip;



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

1.4: TE WHARIKI O NGARUAHINE OVER OHAWE-HAWERA MARGINAL STRIP

- (c) respect for the distinct Ngaruahine tikanga and kaitiakitanga within the Ohawe-Hawera Marginal Strip;
- (d) encouragement of recognition and respect for the particular association of Ngaruahine with the Ohawe-Hawera Marginal Strip;
- (e) accurate portrayal of the separate and distinct associations and kaitiakitanga relationship of Ngaruahine with the Ohawe-Hawera Marginal Strip;
- (f) respect for and recognition of the distinct relationship of Ngaruahine with the wahi tapu and wahi whakahirahira; and
- (g) recognition of the interest of Ngaruahine in actively protecting species within the Ohawe-Hawera Marginal Strip.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.29.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the separate and distinct values of Ngaruahine related to the Ohawe-Hawera Marginal Strip and will be encouraged to respect the separate and distinct association of Ngaruahine with the Ohawe-Hawera Marginal Strip;
- (b) the Ngaruahine association with the Ohawe-Hawera Marginal Strip will be accurately portrayed in all new Department of Conservation information and educational material;
- (c) Ngaruahine will be consulted regarding the provision of all new Department of Conservation public information or educational material related to the Ohawe-Hawera Marginal Strip;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngaruahine will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites;
- (e) any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the overlay classification area will be left untouched and Ngaruahine informed as soon as possible to enable the iwi/hapu with a recognised relationship to the koiwi or taonga to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (f) the Department of Conservation will ensure that Ngaruahine are informed of any indigenous species management programmes and will identify opportunities for involvement by Ngaruahine.

**1.5 TE WHARIKI O NGARUAHINE OVER KAPUNUI STREAM - OHAWA
MARGINAL STRIP**



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

1.5: TE WHARIKI O NGARUAHINE OVER KAPUNI STREAM - OHAWE MARGINAL STRIP

1. DESCRIPTION OF AREA

- 1.1 Kapuni Stream - Ohawe Marginal Strip as Crown Land Block VII Waimate Survey District (SO 375) shown on OTS-023-06.

2. PREAMBLE

- 2.1 Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.29.1(a) of the deed of settlement) the Crown acknowledges the statement by the trustees of Te Korowai o Ngaruahine Trust of their cultural, spiritual, historic and/or traditional values relating to the Kapuni Stream - Ohawe Marginal Strip, as set out below.

3. NGARUAHINE VALUES

- 3.1 For the Ngati Manuhiakai hapu, the Kapuni-Ohawe marginal strip and environs are integral to their distinct identity and mana of the hapu. Accordingly, the following statement of association is relevant to the hapu:

"the takiwa of the Ngati Manuhiakai extends from the tip of Mount Taranaki to seaward, via the Kapuni and Inaha rivers. From east to west, the boundary extends from the western banks of the Waingongoro river to the eastern banks of the Raoa river".⁷

*Ko Aotea te Waka
Taranaki te Maunga
Te Rere O Kapuni me Inaha nga Awa
Te Aroha O Titokowaru Ki Tocna hapū Ngati Manuhiakai Te Marae
Ngati Manuhiakai te hapū
Ngaruahine-Rangi te Iwi
Inaha te Tauranga-waka.*

*Aotea is our waka
Taranaki our mountain
Te Rere O Kapuni and Inaha our Rivers
Te Aroha O Titokowaru Ki Toona hapū Ngati Manuhiakai our marae
Ngati Manuhiakai our sub-tribe
Ngaruahine-Rangi (Ngaruahine ki te Rangi, Ngaruahine) our Tribe
Inaha our Tauranga-waka.*

- 3.2 The Kapuni stream mouth was one of the original landing places of the Wakaringaringa waka which was captained by Mawakeroa. Many of the people on that waka took up settlement there and the Kapuni stream is now considered to be the southern boundary marker of the Ngati Tu hapu takiwa.

Te Moana

- 3.3 The environs of the marginal strip are significant to the hapu because of its proximity to the coast. The resources of Tangaroa have provided for and nourished the people of the hapu for generations. These resources were integral to the lives of the people who

⁷ Daisy Noble, Maraekura, Horsfall, *Foreshore and Seabed, Muru Me Te Raupatu Mo Nga hapū O Ngaruahine Iwi Incorporated*, attached to Statement of Evidence of Tihi Anne Daisy Noble, 1071.



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

1.5: TE WHARIKI O NGARUAHINE OVER KAPUNI STREAM - OHAWE MARGINAL STRIP

occupied the settlements located on the land now known as Kapunui-Ohawe marginal strip.

- 3.4 It has provided for them materially, has been a means of transport, a source of rongoa, aided their well-being and provided spiritual sustenance. In return the hapu has the utmost respect for the sea.
- 3.5 Customary laws apply to the sea and sea front. This was and still is manifested in two particular ways, respect and acknowledgement. This is based on an understanding that the resources must be protected and conserved. After a harvest was collected from a particular garden it would be left to enable propagation to take place. It is equally important to ensure that hapu zones and boundaries are respected and recognised.
- 3.6 The hapu have a relationship which embraces the cultural, spiritual, traditional and historic associations with the environs, its waters, associated land and flora and fauna. This relationship is as important to present day whanau as it was to their tupuna.

4. PROTECTION PRINCIPLES

4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngaruahine values related to the Kapuni Stream - Ohawe Marginal Strip:

- (a) protection of wahi tapu, indigenous flora and fauna and the wider environment of the Kapuni Stream - Ohawe Marginal Strip;
- (b) recognition of the distinct Ngaruahine mana, kaitiakitanga and tikanga within the Kapuni Stream - Ohawe Marginal Strip;
- (c) respect for the distinct Ngaruahine tikanga and kaitiakitanga within the Kapuni Stream - Ohawe Marginal Strip;
- (d) encouragement of recognition and respect for the particular association of Ngaruahine with the Kapuni Stream - Ohawe Marginal Strip;
- (e) accurate portrayal of the separate and distinct associations and kaitiakitanga relationship of Ngaruahine with the Kapuni Stream - Ohawe Marginal Strip;
- (f) respect for and recognition of the distinct relationship of Ngaruahine with the wahi tapu and wahi whakahirahira; and
- (g) recognition of the interest of Ngaruahine in actively protecting species within the Kapuni Stream - Ohawe Marginal Strip.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

5.1 Pursuant to clause 5.29.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

1.5: TE WHARIKI O NGARUAHINE OVER KAPUNI STREAM - OHAWE MARGINAL STRIP

provided with information about the separate and distinct values of Ngaruahine related to the Kapuni Stream - Ohawe Marginal Strip and will be encouraged to respect the separate and distinct association of Ngaruahine with the Kapuni Stream - Ohawe Marginal Strip;

- (b) the Ngaruahine association with the Kapuni Stream - Ohawe Marginal Strip will be accurately portrayed in all new Department of Conservation information and educational material;
- (c) Ngaruahine will be consulted regarding the provision of all new Department of Conservation public information or educational material related to the Kapuni Stream - Ohawe Marginal Strip;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngaruahine will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites;
- (e) any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the overlay classification area will be left untouched and Ngaruahine informed as soon as possible to enable the iwi/hapu with a recognised relationship to the koiwi or taonga to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (f) the Department of Conservation will ensure that Ngaruahine are informed of any indigenous species management programmes and will identify opportunities for involvement by Ngaruahine.



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

1.6 TE WHARIKI O NGARUAHINE OVER WAINGONGORO RIVER
NO 4 MARGINAL STRIP



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

1.6: TE WHARIKI O NGARUAHINE OVER WAINGONGORO RIVER NO 4 MARGINAL STRIP

1. DESCRIPTION OF AREA

- 1.1 Waingongoro River No. 4 Marginal Strip being River Bank Reserve Block VIII Waimate Survey District (SO 8730) as shown on OTS-023-11.

2. PREAMBLE

- 2.1 Pursuant to sections 42 to 56 of the draft settlement bill (clause 5.29.1(f) of the deed of settlement) the Crown acknowledges the statement by the trustees of Te Korowai o Ngaruahine Trust of their cultural, spiritual, historic and/or traditional values relating to the Waingongoro River No. 4 Marginal Strip, as set out below.

3. NGARUAHINE VALUES

- 3.1 For the Kanihi and Okahu hapu, Waingongoro River No 4 marginal strip and environs are integral to the distinct identity and mana of the hapu. Accordingly the following statement of association is relevant:

"the Waingongoro River is often referred to as "the gateway of Ngaruahine-Rangi". Historically, it has been known as the "the first frontier".

- 3.2 The river was first known as Wai-aro-riri, meaning 'the angry waters' until it was renamed by Turi, captain of the Aotea Utanganui waka, as Waingongoro, meaning 'snoring waters' in recognition of 'the place where Turi snored'.

Mahinga kai

- 3.3 Matauranga associated with the collection of resources from the awa and ngahere was central to the lives of hapu tupuna. Tikanga, kawa and karakia are all essential for maintaining customary traditions, rituals and tapu associated with gathering and utilising resources.
- 3.4 The Waingongoro River was abundant with fish species resources, including tunaheke, piharau, and lamprey eels, kahawai, inanga and pakotea which provided for the people of these two hapu. There were also noted rua tuna located along the river. A complex system of tribal, whanau and individual level rights existed over the rua tuna, and conflict often arose if these rights were ignored.
- 3.5 Pa tuna and hinaki were constructed all along the river, and there was much tribal lore and skill pertaining to the catching of tuna. Gathering and processing tuna was a customary practice that strengthened cultural systems and whanaungatanga.
- 3.6 Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons. A complex system of hapu and whanau rights operated and the places where tupuna harvested their tuna were important cultural and social sites.
- 3.7 The resources of the wetlands including harakeke and birdlife were also a crucial element of hapu sustenance systems. Harekeke supplied material for rongoa, weaving, other construction, and trading as well as providing a habitat for many forms of life. Pukeko and native ducks were caught in the wetlands and were not only an important food source but provided the hapu with feathers which were used for many purposes.



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

1.6: TE WHARIKI O NGARUAHINE OVER WAINGONGORO RIVER NO 4 MARGINAL STRIP

- 3.8 Both hapu regarded all natural resources as being gifts from Atua kaitiaki. Tangaroa-i-te-Rupetu is the spiritual guardian of the moana and other water bodies and all that lives within them. Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms that abound within his domain.
- 3.9 The hapu continue to have cultural, spiritual, traditional and historic associations within its environs, its waters, associated land, flora and fauna. They have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tupuna.

4. PROTECTION PRINCIPLES

- 4.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or the diminishing of Ngaruahine values related to the Waingongoro River No. 4 Marginal Strip:

- (a) protection of wahi tapu, indigenous flora and fauna and the wider environment of the Waingongoro River No 4 Marginal Strip;
- (b) recognition of the distinct Ngaruahine mana, kaitiakitanga and tikanga within the Waingongoro River No 4 Marginal Strip;
- (c) respect for the distinct Ngaruahine tikanga and kaitiakitanga within the Waingongoro River No 4 Marginal Strip;
- (d) encouragement of recognition and respect for the particular association of Ngaruahine with the Waingongoro River No 4 Marginal Strip;
- (e) accurate portrayal of the separate and distinct associations and kaitiakitanga relationship of Ngaruahine with the Waingongoro River No 4 Marginal Strip;
- (f) respect for and recognition of the distinct relationship of Ngaruahine with the wahi tapu and wahi whakahirahira; and
- (g) recognition of the interest of Ngaruahine in actively protecting species within the Waingongoro River No 4 Marginal Strip.

5. ACTIONS BY THE DIRECTOR-GENERAL OF CONSERVATION IN RELATION TO SPECIFIC PRINCIPLES

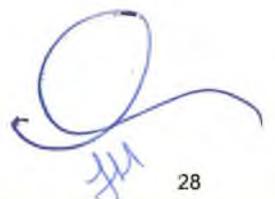
- 5.1 Pursuant to clause 5.29.5 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:
- (a) Department of Conservation staff, volunteers, contractors, conservation board members, concessionaires and the public (including local landowners) will be provided with information about the separate and distinct values of Ngaruahine related to the Waingongoro River No. 4 Marginal Strip and will be encouraged to respect the separate and distinct association of Ngaruahine with the Waingongoro River No 4 Marginal Strip;



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

1.6: TE WHARIKI O NGARUAHINE OVER WAINGONGORO RIVER NO 4 MARGINAL STRIP

- (b) the Ngaruahine association with the Waingongoro River No 4 Marginal Strip will be accurately portrayed in all new Department of Conservation information and educational material;
- (c) Ngaruahine will be consulted regarding the provision of all new Department of Conservation public information or educational material related to the Waingongoro River No 4 Marginal Strip;
- (d) where significant earthworks and disturbances of soil and/or vegetation cannot be avoided, Ngaruahine will be consulted and particular regard will be had to their views, including those relating to koiwi (human remains) and archaeological sites;
- (e) any koiwi (human remains) or other taonga found or uncovered by the Department of Conservation within the overlay classification area will be left untouched and Ngaruahine informed as soon as possible to enable the iwi/hapu with a recognised relationship to the koiwi or taonga to deal with the koiwi or taonga in accordance with their tikanga, subject to any procedures required by law; and
- (f) the Department of Conservation will ensure that Ngaruahine are informed of any indigenous species management programmes and will identify opportunities for involvement by Ngaruahine.



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2. STATEMENTS OF ASSOCIATION

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

2: STATEMENTS OF ASSOCIATION

The statements of association of Ngaruahine are set out below. These are statements of the particular cultural, spiritual, historical and traditional association of Ngaruahine with the following identified areas:

Awatuna Stream and its tributaries (as shown on deed plan OTS-023-18);

Inaha Stream and its tributaries (as shown on deed plan OTS-023-35);

Kahouri Stream and its tributaries (as shown on deed plan OTS-023-36);

Kapuni Stream and its tributaries (as shown on deed plan OTS-023-37);

Kapuni Stream-Ohawe Marginal Strip (as shown on deed plan OTS-023-06);

Kaupokonui-a-Turi (being Kaupokonui Recreation Reserve) (as shown on deed plan OTS-023-08);

Kaupokonui-Manaia Marginal Strip (as shown on deed plan OTS-023-07);

Kaupokonui Stream and its tributaries (as shown on deed plan OTS-023-19);

Kaupokonui Stream Marginal Strip (as shown on deed plan OTS-023-12);

Konini Stream and its tributaries (as shown on deed plan OTS-023-38);

Manganui River and its tributaries (as shown on deed plan OTS-023-20);

Mangarangi Stream and its tributaries (as shown on deed plan OTS-023-39);

Mangatawa Stream and its tributaries (as shown on deed plan OTS-023-21);

Mangatoki Stream and its tributaries (as shown on deed plan OTS-023-40);

Mangatoromiro Stream and its tributaries (as shown on deed plan OTS-023-41);

Mangawhero Stream and its tributaries (as shown on deed plan OTS-023-22);

Mangawhero Stream Marginal Strip (as shown on deed plan OTS-023-13);

Motumate Stream and its tributaries (as shown on deed plan OTS-023-42);

Ngaruahine Coastal Marine Area (as shown on deed plan OTS-023-56);

Oeo-Kaupokonui Marginal Strip (as shown on deed plan OTS-023-09);

Oeo Stream and its tributaries (as shown on deed plan OTS-023-23);

Ohawe-Hawera Marginal Strip (as shown on deed plan OTS-023-10);

Omiti Stream and its tributaries (as shown on deed plan OTS-023-24);

Opuhi Stream and its tributaries (as shown on deed plan OTS-023-43);

Otakeho Stream and its tributaries (as shown on deed plan OTS-023-25);



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Ouri Stream and its tributaries (as shown on deed plan OTS-023-26);
Ouri Stream Marginal Strip (as shown on deed plan OTS-023-14);
Paetahi Stream and its tributaries (as shown on deed plan OTS-023-27);
Patea River and its tributaries (as shown on deed plan OTS-023-28);
Piakau Stream and its tributaries (as shown on deed plan OTS-023-44);
Punehu Stream and its tributaries (as shown on deed plan OTS-023-29);
Raoa Stream and its tributaries (being Rawa Stream and its tributaries) (as shown on deed plan OTS-023-30);
Taikatu Stream and its tributaries (as shown on deed plan OTS-023-31);
Taungatara Stream and its tributaries (as shown on deed plan OTS-023-32);
Tawhiti Stream and its tributaries (as shown on deed plan OTS-023-45);
Te Popo Stream and its tributaries (as shown on deed plan OTS-023-46);
Tuikonga Stream and its tributaries (as shown on deed plan OTS-023-47);
Wahamoko Stream and its tributaries (as shown on deed plan OTS-023-48);
Waihi Stream (Hawera) and its tributaries (as shown on deed plan OTS-023-49);
Waihi Stream (Oeo) and its tributaries (as shown on deed plan OTS-023-50);
Waikaretu Stream and its tributaries (as shown on deed plan OTS-023-51);
Waimate Stream and its tributaries (as shown on deed plan OTS-023-52);
Waingongoro River and its tributaries (as shown on deed plan OTS-023-33);
Waingongoro River No 1 Marginal Strip (as shown on deed plan OTS-023-15);
Waingongoro River No 2 Marginal Strip (as shown on deed plan OTS-023-16);
Waingongoro River No 4 Marginal Strip (as shown on deed plan OTS-023-11);
Waingongoro Stream Marginal Strip (as shown on deed plan OTS-023-17);
Waiokura Stream and its tributaries (as shown on deed plan OTS-023-53);
Waipaepaeiti Stream and its tributaries (as shown on deed plan OTS-023-54);
Waipaepaenui Stream and its tributaries (as shown on deed plan OTS-023-34); and
Waipuku Stream and its tributaries (as shown on deed plan OTS-023-55).



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Kanihi-Umutahi

The tuturu takiwa of the Kanihi-Umutahi hapu is described as:

*"E tu e tu ki tai e tu e tu ki uta
mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa,
Hawaikipamamao, Aotearoa
tai noa ki te ngutu awa o Waingongoro ki Wairere
piki ake ki te tihi o Maunga Taranaki
huri noa ki te Tonga haere tonu ki te awa o Waingongoro"*

Likewise the hapu describe their whanaungatanga takiwa as:

*"E tu e tu ki tai e tu e tu ki uta
mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa,
Hawaikipamamao, Aotearoa
tai noa ki te ngutu awa o Waihi ki Inaha
piki ake ki te tihi o Maunga Taranaki
huri noa ki te Tonga haere tonu ki te awa o Waihi"*

According to tribal history, the people of this hapu are the descendants of the tangata whenua tribes who landed at Te Rangatapu on the Te Rangiamutu waka, captained by Tamatea-Rokai. The tangata whenua tribes were known as Te Kahui-Maunga, Te Kahui-Toka, Te Kahui-Rere, Te Kahui-Tuu, Te Maru-Iwi and Te Tini-o-Tai-Tawaro, Te -ahui-Ruu Te-Kahui-Po and Te-Kahui-Tawake.

They also claim ancestry from the Aotea Utanganui waka which was captained by Turi-te-Ariki-nui. During the fourteenth century, Turi, with his wife Rongorongo and their people, travelled south along the coast naming many places as they went including the Waingongoro River.

Kanihi-Umutahi has a very close relationship with the people of Okahu-Inuawai, not only because of the physical proximity to one another, but because of their shared inter hapu ancestry. Puawhato was a warrior chief and tupuna of the Kanihi people. His sister Hinekoropanga was an important tupuna kuia of the Okahu-Inuawai people. Each resided in their own Pa which were along the Waingongoro river, Tau-te-one belonging to Puawhato and his people and Okahutiti belonging to his sister and her people.

The Kanihi-Umutahi people have historically resided on both the western and eastern banks of the Waingongoro River. The ancient Pa Kanihi, takes its name from the tribes people and is located on the eastern bank of the river on a block of land known as Te Rua o Te Moko. They have been variously known or referred to as the 'Umutahi', 'Ketetahi' and 'Mawhitiwhiti' people, but choose to identify themselves today as 'Kanihi'.

*Ko Te Rangatapu te Takutaimoana
Ko Te Rangatapu me Te Kawau nga Tauranga Waka
Ko Waingongoro te Awa
Ko Umutahi me Te Rua O Te Moko nga Whenua
Ko Kanihi te tangata*

The various awa located within the takiwa of Kanihi has great spiritual importance and are "the blood and veins of the takutaimoana". The wai that flows through these awa symbolises the



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link between the past and the present, each with its own mauri and wairua which connects hapu with the awa and the spiritual world providing both physical and spiritual sustenance to its people.

The domain of Tangaroa extends from the source of these awa, "te piki ake o Maunga Taranaki" to the moana. They are linked and together form an entity that includes its source, and the moana. As a result, the relationship the various hapu have with these awa relates to the entire catchment. The tangible linkages provide them with a system of ara, or pathways throughout their takiwa enabling hapu access inland. River travel was important to all hapu for both economic and social reasons.



Te Kawau - Waingongoro - Te Rangatapu

Mahinga kai

The rivers in the takiwa of Kanihi were abundant with fish species resources, including tunaheke, piharau, kahawai, inanga, pakotea and kokopu. Pa tuna and hinaki were constructed all along the rivers and there was much tribal lore and skill pertaining to the catching of tuna. Gathering and processing tuna was a customary practice that strengthened cultural systems and whanaungatanga. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons. A complex system of hapu and whanau rights operated and the places where their tuna were harvested were important cultural and social sites.

The resources of the wetlands including harakeke along with the abundant birdlife also provided a crucial element of hapu sustenance systems. Harakeke supplied material for rongoa, weaving, construction and trading. It also provided a habitat for many forms of life. Pukeko and native ducks were caught in the wetlands and were not only an important food source but provided the hapu with feathers which were used for many purposes.

The hapu regard all natural resources as being gifts from Atua kaitiaki. Tangaroa-i-te-Rupetu is the spiritual guardian of the moana and other water bodies and all that lives within them. Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms that abound within his domain. These guardians were central to the lives of hapu tupuna and remain culturally significant to the hapu whanau living in the present day.

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Matauranga associated with the collection of resources from these awa and ngahere was central to the lives of the hapu tupuna and remains a significant part of the cultural identity of the hapu today. Matauranga and associated tikanga, kawa and karakia are all essential for maintaining customary traditions - the ritual and tapu associated with gathering and utilising resources.

The hapu have cultural, spiritual, traditional and historic associations with the rivers and their environs, associated lands, flora and fauna. The hapu have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tupuna. The continued recognition of the hapu, their identity, traditions and status as kaitiaki is entwined with the rivers in their rohe along with the associated lands and natural resources.

The rivers and streams which are located within the Kanihi-Umutahi takiwa are the following:

Paetahi Stream
Tuikonga Stream
Mangarangi Stream
Mangatoki Stream
Inaha Stream (boundary with Ngati Manuhiakai)
Waingongoro
Waihi Stream
(Hawera)
Tawhiti Stream
Waipuku Stream
Te Popo Stream
Piakau Stream
Konini Stream
Patea River
Ngaere Stream
Mangimangi Stream
Kaitimako Stream
Kahori Stream, Manapukeakea Stream.

Okahu-Inuawai

The tuturu takiwa of the Okahu-Inuawai hapu extends, "from seaward on the eastern mouth of the Waingongoro awa to the Maunga, thence turning following the western side of the Wairere Stream back to seaward, Tawhiti-nui, Hawaiki-nui, Tawhiti-roa, Hawaiki-roa, Tawhiti-pamamao, Hawaiki-pamamao. The hapu claim that their whanaungatanga takiwa begins "from the mouth of the Waihi Stream of Ngati Ruanui Iwi in the east, and extends to the mouth of the Inaha Stream of Ngati Manuhiakai in the west, back to seaward".

According to tribal history, the people of Okahu are the descendants of the tangata whenua tribes who arrived at Te Rangatapu aboard the waka Te Rangiuamutu, captained by Tamatea-Rokai. The tangata whenua tribes were known as Kahui-maunga, Kahui toka, Kahui-rere, Te Kahui Tuu, Maru-iwi and Te Tini-o-tai-tawaro, Te Kahui-Ruu and Te Kahui Tawake.

This hapu also claims ancestry from the Aotea Utanganui waka which was captained by Turi-te-Ariki-nui. During the fourteenth century, Turi, with his wife Rongorongoro and their people, travelled south along the coast naming many places as they went including the Waingongoro River.



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The relationship between the Okahu and Kanihi hapu is very strong, not only because of their physical proximity to one another, but because of their shared ancestry. Hinekoropanga the tupuna of the hapu was an important kuia not only to her hapu but she played a significant role within the tribe of Ngaruahine. Her brother was Puawhato a warrior chief and tupuna of the Kanihi-Umutahi people. Both sister and brother resided on the Waingongoro River, their Pa being adjacent to one and other. Okahutiti, which became an important Pa during the intertribal skirmishes with the Ngapuhi tribe, was the stronghold of Hinekoropanga and her people. The hapu have historically resided on the western and eastern banks of the Waingongoro river. Although they choose to identify their hapu with the name 'Okahu' they are also referred to as the Inuawai people.

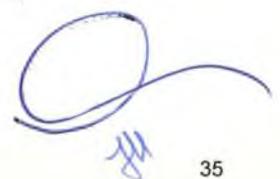
*Ko Te Rangatapu te Takutaimoana
Ko Te Rangatapu me Te Kawau nga Tauranga Waka
Ko Waingongoro te Awa
Ko Okahu me Inuawai nga Whenua
Ko Okahu te tangata*

Several lores abound relating to Tamawhero another well known chief of this hapu. His reputation of being a person steeped in knowledge was unrivalled. One such lore relates to a taua of Nga Puhi who were making their way down the west coast of the north island with the intent to take the lands of Taranaki and in particular the Waimate Plains. Nga Puhi had heard about Tamawhero and were known to have said, "if we cannot match him in knowledge, we will defeat him in battle". The taua set about making plans to cross the Plains and in so doing taking the various Pa that stood in their way, first attacking Waimate Pa while the men were all away at a fishing expedition. Once defeated they set forth for Okahutiti. The tupuna kuia of Okahu hapu Hinekoropanga, was married to a chief of one of the neighbouring Pa that had been attacked. She was able to escape and warn the men at sea and her people of Okahutiti. A taua was formed using the menfolk of neighbouring Ngaruahine Pa, and together they defeated the Nga Puhi at Okahutiti. The name given to this battle was, Huru-pari, "the turning of the cliff".

According to traditional lore, another significant event relating to Tamawhero was the chiefs discovery of Aniwaniwa, a descendant of Takarangi and Rau-mahora. Tamawhero found Aniwaniwa, as a baby, lying in a harakeke bush. He was wrapped in a topuni, a dogskin cloak, which signified his high rank. The baby was adopted by Tamawhero and raised alongside his biological son Tonga Awhikau. Aniwaniwa married Tawhirikura and a son of this marriage was the second to bear the name Te Whiti. This second Te Whiti married Whakairi and their son was named Tohu-kakahi who in turn married Rangi-kawau and their son, the third to bear the name Te Whiti, became the prophet of Parihaka.

The awa that are located within the Okahu takiwa have great spiritual importance, they are, "the blood and veins of the takutaimoana, each of them with a story to tell." The wai that flows through these awa symbolises the link between the past and the present. Each awa has its own mauri and wairua which connect the hapu with the river and the spiritual world. They are significant taonga with each providing both physical and spiritual sustenance.

The domain of Tangaroa extends from the source of these awa "te piki ake o Maunga Taranaki" to the moana. Each awa is linked and together form an entity that includes its source, and the moana. As a result the relationship the hapu have with these awa relates to the entire catchment. The tangible linkages between these awa provide the hapu with a system of ara, or pathways throughout their respective takiwa, allowing access inland. River travel was important to hapu for both economic and social reasons.



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Tamure Bay - Ohawe Tokatoka

Mahinga kai

The rivers in the Okahu takiwa were abundant with fish species resources, including tunaheke, piharau, kahawai, inanga, pakotea and kokopu.

Pa tuna and hinaki were constructed all along the rivers in the Okahu takiwa, and there was much tribal lore and skill pertaining to the catching of tuna. Gathering and processing tuna was a customary practice that strengthened cultural systems and whanaungatanga. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons. A complex system of hapu and whanau rights operated and the places where tupuna harvested their tuna were important cultural and social sites.

The resources of the wetlands including harakeke and much birdlife were also a crucial element of hapu sustenance systems. Harekeke supplied material for rongoa, weaving, construction, and trading. They also provided a habitat for many forms of life. Pukeko and native ducks were caught in the wetlands and were not only an important food source but provided the hapu with feathers which were used for many purposes.

The hapu regard all natural resources as being gifts from Atua kaitiaki. Tangaroa-i-te-Rupetu Tangaroa is the spiritual guardian of the moana and other water bodies and all that lives within them. Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within this environment. These guardians were central to the lives of hapu tupuna and remain culturally significant to the hapu whanau living in the present day.

Matauranga associated with the collection of resources from various awa and ngahere were central to the lives of the hapu tupuna and remains a significant part of the cultural identity of the hapu today. Matauranga and associated tikanga, kawa and karakia are all essential for maintaining customary traditions, including the ritual and tapu associated with gathering.

The hapu have cultural, spiritual, traditional and historic associations with the rivers and their environs, associated land, flora and fauna. The hapu have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was

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to their tupuna. The continued recognition of the hapu, their identity, traditions and status as kaitiaki is entwined with the rivers in their takiwa, associated lands, and associated resources.

The rivers and streams which are located within the Okahu takiwa are the following:

Paetahi Stream
Tuikonga Stream
Mangarangi Stream
Mangatoki Stream
Inaha Stream (boundary with Ngati Manuhiakai)
Waingongoro
Waihi Stream (Hawera)
Tawhiti Stream
Waipuku Stream
Te Popo Stream
Piakau Stream
Konini Stream
Patea River
Ngaere Stream
Mangimangi Stream
Kaitimako Stream
Kahori Stream
Manapukeakea Stream.

Ngati Manuhiakai

The takiwa of the Ngati Manuhiakai extends from the tip of Maunga Taranaki into Te Moana O Tangaroa taking in Te Rere o Kapuni and Inaha Rivers. From east to west, the boundary extends from the western banks of the Waingongoro River to the eastern banks of the Raoa Stream.

Ngateko on the Kapuni stream is one of the original landing places of the Wakaringaringa waka, captained by Mawakeroa, the other being Kaupokonui. Many of the people on that waka took up settlement here. The Kapuni stream marks the boundary between the takiwa of Ngati Manuhiakai and Ngati Tu hapu.

Ngati Manuhiakai also claim ancestry from the Aotea Utanganui waka which was captained by Turi-te-Ariki-nui. During the fourteenth century, Turi, with his wife Rongorongo and their people, travelled south along the coast naming many places as they went.

*Ko Aotea te Waka
Taranaki te Maunga
Te Rere O Kapuni me Inaha nga Awa
Te Aroha O Titokowaru Ki Toona Marae
Ngati Manuhiakai te hapū
Ngaruahine-Rangi te Iwi
Inaha te Tauranga-waka.*

*Aotea is our waka
Taranaki our mountain
Te Rere O Kapuni and Inaha our Rivers
Te Aroha O Titokowaru Ki Toona our marae
Ngati Manuhiakai our sub-tribe
Ngaruahine-Rangi our Tribe*

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Inaha our Tauranga-waka.

The various awa that are located within the takiwa of Ngati Manuhiakai have great spiritual importance, they are, "the blood and veins of the takutaimoana, each of them with a story to tell." The wai that flows through these awa symbolises the link between the past and the present. Each awa has its own mauri and wairua which connect the hapu with the river and the spiritual world. They are significant taonga that provide both physical and spiritual sustenance.

The domain of Tangaroa extends from the source of these awa "te piki ake o Maunga Taranaki" to the moana. Each awa is linked and together form an entity that includes its source, and the moana. As a result the relationship the hapu have with these awa relates to the entire catchment. The tangible linkages between these awa provide the hapu with a system of ara, or pathways throughout their respective takiwa, allowing access inland. River travel was important to hapu for both economic and social reasons.

The tangible linkages between these awa provided the hapu with a system of ara, or pathways throughout the takiwa, whereby allowing hapu access inland. River travel was important to hapu for both economic and social reasons.



Inaha

Mahinga kai

The rivers flowing through Ngati Manuhiakai were abundant with fish species resources, including tunaheke, piharau, kahawai, inanga, pakotea and kokopu.

Pa tuna and hinaki were constructed all along the river, and there was much tribal lore and skill pertaining to the catching of tuna. Gathering and processing tuna was a customary practice that strengthened cultural systems and whanaungatanga. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons. A complex system of hapu and whanau rights operated and the places where tuna were harvested their tuna were important cultural and social sites.

The resources of the wetlands including harakeke along with the birdlife which were crucial to the hapu sustenance systems. Harekeke supplied material for rongoa, weaving, construction, and trading. It also provided a habitat for many forms of life. Both pukeko and native ducks were caught in the wetlands and were not only an important food source but provided the hapu with feathers which were used for many purposes.

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The hapu regard all natural resources as being gifts from Atua kaitiaki. Tangaroa-i-te-Rupetu Tangaroa is the spiritual guardian of the moana, other water bodies and all that lives within them. Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within the ngahere. These guardians were central to the lives of hapu tupuna and remain culturally significant to the hapu whanau living in the present day.

Matauranga associated with the collection of resources from the various awa and ngahere were central to the lives of the hapu tupuna and remains a significant part of the cultural identity of the hapu today. Matauranga and associated tikanga, kawa and karakia are essential for maintaining customary traditions along with the ritual and tapu associated with gathering and utilising resources.

The hapu have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land, flora and fauna. The hapu have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tupuna. The continued recognition of the hapu, their identity, traditions and status as kaitiaki is entwined with the rivers in their rohe and associated lands and associated resources.

The rivers which are located within the Ngati Manuhiakai rohe are the following:

Kapuni Stream (boundary with Ngati Tu)
Inaha Stream (boundary with Umutahi Inuawai).

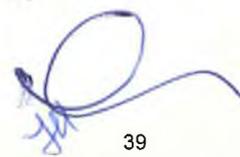
Ngati Tu

Ngateko on the Kapuni Stream was one of the original landing places of the Wakaringaringa waka captained by Mawakeroa, the other being Kaupokonui. Many of the people on that waka took up settlement there with the Kapuni stream acting as a marker between for the boundary between the takiwa of Ngati Manuhiakai and Ngati Tu hapu.

Ngati Tu also claim ancestry from the Aotea Utanganui waka which was captained by Turi-te-Ariki-nui. Aotea Utanganui set off from Hawaiki and traversed via Rangitahau (Kermadec Islands) and Tamaki before landing at the Aotea harbour. During the fourteenth century, Turi, with his wife Rongorongo and their people, travelled south along the coast naming many places as they went including the Kaupokonui River and Maraekura.

The name of the flat lands adjacent to the Kaupokonui River and lying between Pukekohe Pa and the Taoratai kainga is Maraekura, 'courtyard of the precious heirloom Huna-kiko' Turi had brought with him from Hawaiki-Rangiatea. This cloak was used for ceremonial purposes on multiple occasions during Turi and his people's time in Taranaki and it was during one of these occasions that Maraekura was named. According to sources Turi and his companions who included his son Turangaimua, and the tohunga Tapo, Kauika, Tuau, Hau-pipi, and Rakeiora, constructed an altar on Maraekura and spread the cloak upon it. The name therefore refers to this ceremony and the spreading of this 'precious heirloom' which represented the mana of Turi.

The various awa that are located within the takiwa of Ngati Tu have great spiritual importance, they are, "the blood and veins of the takutaimoana, each of them with a story to tell." The wai that flows through these awa symbolises the link between the past and the present. Each awa has its own mauri and wairua which connect the hapu with the river and the spiritual world. They are significant taonga that provide both physical and spiritual sustenance.



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The domain of Tangaroa extends from the source of these awa "te piki ake o Maunga Taranaki" to the moana. Each awa is linked and together form an entity that includes its source, and the moana. As a result the relationship the hapu have with these awa relates to the entire catchment. The tangible linkages between these awa provide the hapu with a system of ara, or pathways throughout their respective takiwa, allowing access inland. River travel was important to hapu for both economic and social reasons.

The tangible linkages between these awa provided the hapu with a system of ara, or pathways throughout the takiwa, whereby allowing hapu access inland. River travel was important to hapu for both economic and social reasons.



Kaupokonui

Mahinga kai

The rivers flowing through Ngati Tu were abundant with fish species resources, including tunaheke, piharau, kahawai, inanga, pakotea and kokopu.

Pa tuna and hinaki were constructed all along the river, and there was much tribal lore and skill pertaining to the catching of tuna. Gathering and processing tuna was a customary practice that strengthened cultural systems and whanaungatanga. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons. A complex system of hapu and whanau rights operated and the places where tupuna harvested their tuna were important cultural and social sites.

The resources of the wetlands including harakeke along with the birdlife which were crucial to the hapu sustenance systems. Harekeke supplied material for rongoa, weaving, construction, and trading. It also provided a habitat for many forms of life. Both pukeko and native ducks were caught in the wetlands and were not only an important food source but provided the hapu with feathers which were used for many purposes.

The hapu regard all natural resources as being gifts from Atua kaitiaki. Tangaroa-i-te-Rupetu Tangaroa is the spiritual guardian of the moana, other water bodies and all that lives within them. Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within the

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ngahere. These guardians were central to the lives of hapu tupuna and remain culturally significant to the hapu whanau living in the present day.

Matauranga associated with the collection of resources from the various awa and ngahere were central to the lives of the hapu tupuna and remains a significant part of the cultural identity of the hapu today. Matauranga and associated tikanga, kawa and karakia are essential for maintaining customary traditions along with the ritual and tapu associated with gathering and utilising resources.

The hapu have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land, flora and fauna. The hapu have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tupuna. The continued recognition of the hapu, their identity, traditions and status as kaitiaki is entwined with the rivers in their rohe and associated lands, and associated resources.

The rivers which are located within the Ngati Tu rohe are the following:

- Kaupokonui Stream
- Mangawhero Stream
- Motumate Stream
- Waiokura Stream
- Otakeho Stream (boundary with Ngati Haua)
- Kapuni Stream (boundary with Ngati Manuhiakai).

Ngati Haua

The Ngati Haua hapu claim that their tuturu rohe extends "seaward from the mouth of the Otakeho Stream following it inland to the Maunga, thence turning and following the eastern side of the Raoa Stream back to seaward, Tawhiti-nui, Hawaiki-nui, Tawhiti-roa, Hawaiki-roa, Tawhiti-pamamao, Hawaiki-pamamao. They claim that their whanaungatanga rohe extends from the western side of the Kaupokonui River of the Ngati Tu hapu, to the eastern side of the Wahamoko Stream.

The hapu traces their origin to the union between the tupuna of Ngati Haua, Te Auroa, and Hinengakau, the great ancestress of Atihaunui-a-Parangi from Whanganui. They also claim ancestry from the Aotea Utanganui waka, captained by Turi-te-Ariki-nui. During the fourteenth century, Turi, with his wife Rongorongo and their people, travelled south along the coast naming many places as they went including the Raoa River.

The Raoa takes its name from an incident which involved Turi during his travels throughout the motu. After catching and cooking some tuna from the river, Turi being extremely hungry, devoured the tuna so quickly that a number of tuna bones became lodged in his throat. His wife, Rongorongo, asked the gods to save her husband. Turi, angry for this happening lay a curse upon the creek, proclaiming that no tuna should henceforth live in the river. He subsequently named it Raoa, to choke. Centuries later, a tupuna koro, Te Hui removed the curse and tuna once again returned to the river.

The various awa that are located within the takiwa of Ngati Haua have great spiritual importance, they are, "the blood and veins of the takutaimoana, each of them with a story to tell." The wai that flows through these awa symbolises the link between the past and the present. Each awa has its own mauri and wairua which connect the hapu with the river and the spiritual world. They are significant taonga that provide both physical and spiritual sustenance.

2: STATEMENTS OF ASSOCIATION

The domain of Tangaroa extends from the source of these awa "te piki ake o Maunga Taranaki" to the moana. Each awa is linked and together form an entity that includes its source, and the moana. As a result the relationship the hapu have with these awa relates to the entire catchment. The tangible linkages between these awa provide the hapu with a system of ara, or pathways throughout their respective takiwa, allowing access inland. River travel was important to hapu for both economic and social reasons.

The tangible linkages between these awa provided the hapu with a system of ara, or pathways throughout the takiwa, whereby allowing hapu access inland. River travel was important to hapu for both economic and social reasons.



Wahamoko

Mahinga kai

The rivers flowing through Ngati Haua were abundant with fish species resources, including tunaheke, piharau, kahawai, inanga, pakotea and kokopu.

Pa tuna and hinaki were constructed all along the river, and there was much tribal lore and skill pertaining to the catching of tuna. Gathering and processing tuna was a customary practice that strengthened cultural systems and whanaungatanga. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons. A complex system of hapu and whanau rights operated and the places where tupuna harvested their tuna were important cultural and social sites.

The resources of the wetlands including harakeke along with the birdlife which were crucial to the hapu sustenance systems. Harekeke supplied material for rongoa, weaving, construction, and trading. It also provided a habitat for many forms of life. Both pukeko and native ducks were caught in the wetlands and were not only an important food source but provided the hapu with feathers which were used for many purposes.

The hapu regard all natural resources as being gifts from Atua kaitiaki. Tangaroa-i-te-Rupetu Tangaroa is the spiritual guardian of the moana, other water bodies and all that lives within them. Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within the ngahere. These guardians were central to the lives of hapu tupuna and remain culturally significant to the hapu whanau living in the present day.

NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Matauranga associated with the collection of resources from the various awa and ngahere were central to the lives of the hapu tupuna and remains a significant part of the cultural identity of the hapu today. Matauranga and associated tikanga, kawa and karakia are essential for maintaining customary traditions along with the ritual and tapu associated with gathering and utilising resources.

The hapu have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land, flora and fauna. The hapu have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tupuna. The continued recognition of the hapu, their identity, traditions and status as kaitiaki is entwined with the rivers in their rohe and associated lands and resources.

The rivers which are located within the Ngati Haua rohe are the following:

- Raoa Stream
- Wahamoko Stream (boundary with Ngati Tamaahuroa-Titahi)
- Opuhi Stream
- Waikaretu Stream
- Otakeho Stream (boundary with Ngati Tu)
- Taikatu Stream
- Awatuna Stream.

Ngati Tamaahuroa-Titahi

The Ngati Tamaahuroa-Titahi takiwa extends from the mouth of the Taungatara Stream in the west to the mouth of the Raoa stream in the east, and thence from the moana to the Maunga. The Ngati-Tamaahuroa-Titahi hapu are descendants of the people who landed at Oeo on the waka captained by Whiro in the fourteenth century.

Ngati Tamaahuroa-Titahi share common ancestry with the Taranaki iwi. The eponymous ancestor Rua Taranaki came, originated from Taupo but he re-settled on the Hangaataahua River, and was the first in a long line of Taranaki rangatira.

Ngati Tamaahuroa-Titahi also claim ancestry from the Aotea Utanganui waka which was captained by Turi. During the fourteenth century, Turi, with his wife Rongorongo and their people, travelled south along the coast naming many places as they went.

Ngati Tamaahuroa-Titahi have occupied their takiwa for generations, and throughout their history they have for the most part, co-existed peacefully with neighbouring hapu and iwi around them. There have been some occasions of conflict however, and one of these occurred when the people of Rangatapu Pa sent out a war party who sought fugitives from an iwi who had caused them offense. They came into the Ngati Tamaahuroa lands and said to the people, "Live in peace; we have no quarrel with you". Ngati Tamaahuroa had in fact met with and been influenced by the offending fugitives and took up arms against the Rangatapu people to avenge them. They were summarily defeated and their lands taken, but because they were strong in numbers they were able to once again become a powerful tribe.

The various awa that are located within the takiwa of Ngati Tamaahuroa-Titahi have great spiritual importance and are "the blood and veins of the takutaimoana, each of them with a story to tell". The wai that flows through these awa symbolises the link between the past and the present. Each awa has its own mauri and wairua which connect the hapu with the river and the spiritual world. They are significant taonga that provide both physical and spiritual sustenance.

2: STATEMENTS OF ASSOCIATION

The domain of Tangaroa extends from the source of these awa "te piki ake o Maunga Taranaki" to the moana. Each awa is linked and together form an entity that includes its source, and the moana. As a result the relationship the hapu have with these awa relates to the entire catchment. The tangible linkages between these awa provide the hapu with a system of ara, or pathways throughout their respective takiwa, allowing access inland. River travel was important to hapu for both economic and social reasons.

The tangible linkages between these awa provided the hapu with a system of ara, or pathways throughout the takiwa, whereby allowing hapu access inland. River travel was important to hapu for both economic and social reasons.



Punehu

Mahinga kai

The rivers flowing through Ngati Tamahuroa-Titahi were abundant with fish species resources, including tunaheke, piharau, kahawai, inanga, pakotea and kokopu.

Pa tuna and hinaki were constructed all along the river, and there was much tribal lore and skill pertaining to the catching of tuna. Gathering and processing tuna was a customary practice that strengthened cultural systems and whanaungatanga. Customary management practices followed the lifecycle of the tuna, and harvesting was regulated according to the seasons. A complex system of hapu and whanau rights operated and the places where tupuna harvested their tuna were important cultural and social sites.

The resources of the wetlands including harakeke along with the birdlife which were crucial to the hapu sustenance systems. Harekeke supplied material for rongoa, weaving, construction, and trading. It also provided a habitat for many forms of life. Both pukeko and native ducks were caught in the wetlands and were not only an important food source but provided the hapu with feathers which were used for many purposes.

The hapu regard all natural resources as being gifts from Atua kaitiaki. Tangaroa-i-te-Rupetu Tangaroa is the spiritual guardian of the moana, other water bodies and all that lives within them. Tane-nui-a-rangi is the spiritual guardian of the ngahere and all life forms within the ngahere. These guardians were central to the lives of hapu tupuna and remain culturally significant to the hapu whanau living in the present day.

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

2: STATEMENTS OF ASSOCIATION

Matauranga associated with the collection of resources from the various awa and ngahere were central to the lives of the hapu tupuna and remains a significant part of the cultural identity of the hapu today. Matauranga and associated tikanga, kawa and karakia are essential for maintaining customary traditions along with the ritual and tapu associated with gathering and utilising resources.

The hapu have cultural, spiritual, traditional and historic associations with the rivers and their environs, and associated land, flora and fauna. The hapu have a responsibility as kaitiaki in accordance with their kawa and tikanga to restore, protect and manage all those natural and historic resources and sites. This relationship is as important to present day whanau as it was to their tupuna. The continued recognition of the hapu, their identity, traditions and status as kaitiaki is entwined with the rivers in their takiwa and associated lands and associated resources.

The rivers which are located within the Ngati Tamaahuroa-Titahi rohe are the following:

- Taungatara River
- Punehu Stream
- Manganui Stream
- Waipaepaenui Stream
- Waipaepaeiti Stream
- Mangatoromiro Stream
- Mangatawa Stream
- Oeo Stream
- Wahamoko Stream
- Waimate Stream
- Ouri Stream
- Raoa Stream (boundary with Ngati Haua).

STATEMENTS OF ASSOCIATION FOR MARGINAL STRIP SITES

Kaupokonui Stream Marginal Strip (as shown on deed plan OTS-023-12)		
Site Type		Ngaruahine association (history, significance)
Location		Kaupokonui is the name of both a river and settlement. In the twelfth century this area was one of the original landing sites of the ancestral waka Wakaringiringi captained by Mawakeroa. The people of this waka were known to have taken up settlement here. Kaupokonui is a coastal waahi where Ngati Tu resided, cultivated, hunted, gathered food and fished. The river continues to be used by the people of the hapu right up to this present time.
Description of Site	Marginal Strip	
Ngaruahine Tupuna association		
Ngaruahine hapu association	Ngati Tu	
Pepeha, waiata or whakatauki		



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Mangawhero Stream Marginal Strip (as shown on deed plan OTS-023-13)		
Site Type		Ngaruahine association (history, significance)
Location		<p>The Ngati Haua hapu claim that their tuturu rohe extends "seaward from the mouth of the Otakeho Stream following it inland to the Maunga, thence turning and following the eastern side of the Raoa Stream back to seaward".</p> <p>Their whanaungatanga rohe extends from the western side of the Kaupokonui river of the Ngati Tu hapu, to the eastern side of the Wahamoko Stream.</p> <p>The various river environs that are located within the takiwa of Ngati Haua and Ngati Tu have great spiritual importance, they are, "the blood and veins, each with a story to tell". The wai that flows through these areas symbolises the link between the past and the present. Each has its own mauri and wairua which connect these two hapu with the river environs and the spiritual world. They are significant taonga that provide both physical and spiritual sustenance.</p>

Waingongoro River No1 Marginal Strip (as shown on deed plan OTS-023-15)		
Site Type		Ngaruahine association (history, significance)
Location		<p>According to tribal history, the people of these two hapu are the descendants of the tangata whenua tribes who landed at Te Rangatapu on the Te Rangiuamutu waka, captained by Tamatea-Rokai. The tangata whenua tribes were known as Te Kahui-Maunga, Te Kahui-Toka, Te Kahui-Rere, Te Kahui-Tuu, Te Maru-Iwi and Te Tini-o-Tai-Tawaro, Te -ahui-Ruu Te-Kahui-Po and Te-Kahui-Tawake.</p> <p>They also claim ancestry from the Aotea Utanganui waka which was captained by Turi-te-Ariki-nui. Aotea</p>
Description of Site	Marginal Strip	
Ngaruahine Tupuna association		
Ngaruahine hapu association	Kanihi-Umutahi (me etehi) Okahu-Inuawai (me etehi)	
Pepeha, waiata or whakatauki	<p align="center"><i>Tuturu</i></p> <p><i>"E tu e tu ki tai e tu e tu ki uta mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa, Hawaikipamamao, Aotearoa</i></p>	

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

2: STATEMENTS OF ASSOCIATION

	<p><i>tai noa ki te ngutu awa o Waingongoro ki Wairere piki ake ki te tihi o Maunga Taranaki huri noa ki te Tonga haere tonu ki te awa o Waingongoro"</i></p> <p><i>Whanaungatanga "E tu e tu ki tai e tu e tu ki uta mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa, Hawaikipamamao, Aotearoa tai noa ki te ngutu awa o Waihi ki Inaha piki ake ki te tihi o Maunga Taranaki huri noa ki te Tonga haere tonu ki te awa o Waihi"</i></p>	<p>Utanganui set off from Hawaiki and travelled via Rangitahau (Kermadec Islands) and Tamaki before landing at the Aotea harbour.</p> <p>During the fourteenth century, Turi, with his wife Rongorongo and their people, travelled south along the coast naming many places as they went including the Waingongoro River.</p>
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Waingongoro River No 2 Marginal Strip (as shown on deed plan OTS-023-16)		
Site Type		Ngaruahine association (history, significance)
Location		<p>According to tribal history, the people of these two hapu are the descendants of the tangata whenua tribes who landed at Te Rangatapu on the Te Rangiuamutu waka, captained by Tamatea-Rokai. The tangata whenua tribes were known as Te Kahui-Maunga, Te Kahui-Toka, Te Kahui-Rere, Te Kahui-Tuu, Te Maru-Iwi and Te Tini-o-Tai-Tawaro, Te -ahui-Ruu Te-Kahui-Po and Te-Kahui-Tawake.</p> <p>They also claim ancestry from the Aotea Utanganui waka which was captained by Turi-te-Ariki-nui. Aotea Utanganui set off from Hawaiki and travelled via Rangitahau (Kermadec Islands) and Tamaki before landing at the Aotea harbour.</p> <p>During the fourteenth century, Turi, with his wife Rongorongo and their people, travelled south along the coast naming many places as they went including the Waingongoro River.</p>
Description of Site	Marginal Strip	
Ngaruahine Tupuna association		
Ngaruahine hapu association	Kanihi-Umutahi (me etehi) Okahu-Inuawai (me etehi)	
Pepeha, waiata or whakatauki	<p><i>Tuturu "E tu e tu ki tai e tu e tu ki uta mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa, Hawaikipamamao, Aotearoa tai noa ki te ngutu awa o Waingongoro ki Wairere piki ake ki te tihi o Maunga Taranaki huri noa ki te Tonga haere tonu ki te awa o Waingongoro"</i></p> <p><i>Whanaungatanga "E tu e tu ki tai e tu e tu ki uta,</i></p>	



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

2: STATEMENTS OF ASSOCIATION

	<p><i>mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa, Hawaikipamamao, Aotearoa</i></p> <p><i>tai noa ki te ngutu awa o Waihi ki Inaha</i></p> <p><i>piki ake ki te tihi o Maunga Taranaki</i></p> <p><i>huri noa ki te Tonga haere tonu ki te awa o Waihi"</i></p>	
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Waingongoro River No 4 Marginal Strip (as shown on deed plan OTS-023-11)		
Site Type		Ngaruahine association (history, significance)
Location		<p>According to tribal history, the people of these two hapu are the descendants of the tangata whenua tribes who landed at Te Rangatapu on the Te Rangiua mutu waka, captained by Tamatea-Rokai. The tangata whenua tribes were known as Te Kahui-Maunga, Te Kahui-Toka, Te Kahui-Rere, Te Kahui-Tuu, Te Maru-Iwi and Te Tini-o-Tai-Tawaro, Te -ahui-Ruu Te-Kahui-Po and Te-Kahui-Tawake.</p> <p>They also claim ancestry from the Aotea Utanganui waka which was captained by Turi-te-Ariki-nui. Aotea Utanganui set off from Hawaiki and travelled via Rangitahau (Kermadec Islands) and Tamaki before landing at the Aotea harbour.</p> <p>During the fourteenth century, Turi, with his wife Rongorongo and their people, travelled south along the coast naming many places as they went including the Waingongoro River.</p>
Description of Site	Marginal Strip	
Ngaruahine Tupuna association		
Ngaruahine hapu association	Kanihi-Umutahi (me etehi) Okahu-Inuawai (me etehi)	
Pepeha, waiata or whakatauki	<p align="center"><i>Tuturu</i></p> <p><i>"E tu e tu ki tai e tu e tu ki uta mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa, Hawaikipamamao, Aotearoa</i></p> <p><i>tai noa ki te ngutu awa o Waingongoro ki Wairere</i></p> <p><i>piki ake ki te tihi o Maunga Taranaki</i></p> <p><i>huri noa ki te Tonga haere tonu ki te awa o Waingongoro"</i></p> <p align="center"><i>Whanaungatanga</i></p> <p><i>"E tu e tu ki tai e tu e tu ki uta mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa, Hawaikipamamao, Aotearoatai noa ki te ngutu awa o Waihi ki Inaha</i></p> <p><i>piki ake ki te tihi o Maunga Taranaki</i></p> <p><i>huri noa ki te Tonga haere tonu ki te awa o Waihi"</i></p>	

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

2: STATEMENTS OF ASSOCIATION

Ouri Stream Marginal Strip (as shown on deed plan OTS-023-14)		
Site Type		Ngaruahine association (history, significance)
Location		Kaupokonui is the name of both a river and settlement. In the twelfth century this area was one of the original landing sites of the ancestral waka Wakaringiringi captained by Mawakeroa. The people of this waka were known to have taken up settlement here. Kaupokonui is a coastal waahi where Ngati Tu resided, cultivated, hunted, gathered food and fished. The river continues to be used by the people of the hapu right up to this present time.
Description of Site	Marginal Strip	
Ngaruahine Tupuna association		
Ngaruahine hapu association	Ngati Tu	
Pepeha, waiata or whakatauki		

Oeo-Kaupokonui Marginal Strip (as shown on deed plan OTS-023-09)		
Site Type		Ngaruahine association (history, significance)
Location		The river environs shared between all three hapu were abundant with fish species resources, including tunaheke, piharau, kahawai, inanga, pakotea and kokopu. Pa tuna and hinaki were constructed all along the rivers of each hapu and there was much tribal lore and skill pertaining to the catching of tuna. Gathering and processing tuna was a customary practice that strengthened cultural systems and whanaungatanga. A complex system of hapu and whanau rights operated and the places were tupuna harvested their tuna were important cultural and social sites. Matauranga and associated tikanga, kawa and karakia are essential for maintaining customary traditions along with the ritual and tapu associated with gathering and utilising resources and remains as significant and important today as it was to their tupuna.
Description of Site	Marginal Strip	
Ngaruahine Tupuna association		
Ngaruahine hapu association	Ngati Tamaahuroa me Titahi Ngati Haua Ngati Tu	
Pepeha, waiata or whakatauki		

NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

2: STATEMENTS OF ASSOCIATION

Kaupokonui-Manaia Marginal Strip (as shown on deed plan OTS-023-07)		
Site Type		Ngaruahine association (history, significance)
Location		Kaupokonui is the name of both a river and settlement. In the twelfth century this area was one of the original landing sites of the ancestral waka Wakaringiringi captained by Mawakeroa. The people of this waka were known to have taken up settlement here. Kaupokonui is a coastal waahi where Ngati Tu resided, cultivated, hunted, gathered food and fished. The river continues to be used by the people of the hapu right up to this present time.
Description of Site	Marginal Strip	
Ngaruahine Tupuna association		
Ngaruahine hapu association	Ngati Tu	
Pepeha, waiata or whakatauki		

Ohawe-Hawera Marginal Strip (as shown on deed plan OTS-023-10)		
Site Type		Ngaruahine association (history, significance)
Location		According to tribal history, the people of these two hapu are the descendants of the tangata whenua tribes who landed at Te Rangatapu on the Te Rangiuamutu waka, captained by Tamatea-Rokai. The tangata whenua tribes were known as Te Kahui-Maunga, Te Kahui-Toka, Te Kahui-Rere, Te Kahui-Tuu, Te Maru-Iwi and Te Tini-o-Tai-Tawaro, Te -ahui-Ruu Te-Kahui-Po and Te-Kahui-Tawake. They also claim ancestry from the Aotea Utanganui waka which was captained by Turi-te-Ariki-nui. Aotea Utanganui set off from Hawaiki and travelled via Rangitahau (Kermadec Islands) and Tamaki before landing at the Aotea harbour. During the fourteenth century, Turi, with his wife Rongorongo and their people, travelled south along the coast naming many places as they went including the Waingongoro River.
Description of Site	Marginal Strip	
Ngaruahine Tupuna association		
Ngaruahine hapu association	Kanihi-Umutahi (me etehi) Okahu-Inuawai (me etehi)	
Pepeha, waiata or whakatauki	<p style="text-align: center;"><i>Tuturu</i></p> <p style="text-align: center;"><i>"E tu e tu ki tai e tu e tu ki uta mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa, Hawaikipamamao, Aotearoa tai noa ki te ngutu awa o Waingongoro ki Wairere piki ake ki te tihi o Maunga Taranaki huri noa ki te Tonga haere tonu ki te awa o Waingongoro"</i></p> <p style="text-align: center;"><i>Whanaungatanga</i></p> <p style="text-align: center;"><i>"E tu e tu ki tai e tu e tu ki uta mai Tangaroa ki Tawhitinui, Tawhitiroa, Tawhitipamamao, Hawaikinui, Hawaikiroa,</i></p>	



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

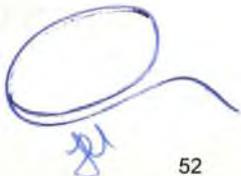
2: STATEMENTS OF ASSOCIATION

	<p><i>Hawaikipamamao, Aotearoatai noa ki te ngutu awa o Waihi ki Inaha piki ake ki te tihi o Maunga Taranaki</i></p> <p><i>huri noa ki te Tonga haere tonu ki te awa o Waihi"</i></p>	
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Kapuni-Ohawe Marginal Strip (as shown on deed plan OTS-023-06)		
Site Type		Ngaruahine association (history, significance)
Location		<p>The takiwa of the Ngati Manuhiakai extends from the tip of Maunga Taranaki into Te Moana O Tangaroa taking in Te Rere o Kapuni and Inaha Rivers. From east to west, the boundary extends from the western banks of the Waingongoro River to the eastern banks of the Raoa Stream.</p> <p>Ngateko on the Kapuni stream is one of the original landing places of the Wakaringaringa waka, captained by Mawakeroa, the other being Kaupokonui.</p> <p>Many of the people on that waka took up settlement here. The Kapuni stream marks the boundary between the takiwa of Ngati Manuhiakai and Ngati Tu hapu.</p> <p>The continued recognition of each of these hapu, their identity, traditions and status as kaitiaki is entwined with the river environs in their takiwa, associated lands, and associated resources.</p>
Description of Site	Marginal Strip	
Ngaruahine Tupuna association		
Nāaruahine hapu association	Kanihi-Umutahi (me etehi) Okahu-Inuawai (me etehi) Ngati Manuhiakai	
Pepeha, waiata or whakatauki	<p><i>Ko Aotea te Waka Taranaki te Maunga Te Rere O Kapuni me Inaha nga Awa Te Aroha O Titokowaru Ki Toona Marae Ngati Manuhiakai te hapu Ngaruahine-Rangi te Iwi Inaha te Tauranga-waka.</i></p> <p>Aotea is our waka Taranaki our mountain Te Rere O Kapuni and Inaha our Rivers Te Aroha O Titokowaru Ki Toona our marae Ngati Manuhiakai our sub- tribe Ngaruahine-Rangi our Tribe Inaha our Tauranga-waka.</p>	



3. DEEDS OF RECOGNITION



**3.1 DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION**


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NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION

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

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 Ngaruahine (the **settling group**); and

1.1.2 the trustees of Te Korowai o Ngaruahine Trust (the **governance entity**).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical and traditional association with the following areas (the **statutory areas**):

1.2.1 Awatuna Stream and its tributaries (as shown on deed plan OTS-023-18);

1.2.2 Kaupokonui Stream and its tributaries (as shown on deed plan OTS-023-19);

1.2.3 Kaupokonui Stream Marginal Strip (as shown on deed plan OTS-023-12);

1.2.4 Manganui River and its tributaries (as shown on deed plan OTS-023-20);

1.2.5 Mangatawa Stream and its tributaries (as shown on deed plan OTS-023-21);

1.2.6 Mangawhero Stream and its tributaries (as shown on deed plan OTS-023-22);

1.2.7 Mangawhero Stream Marginal Strip (as shown on deed plan OTS-023-13);

1.2.8 Oeo Stream and its tributaries (as shown on deed plan OTS-023-23);

1.2.9 Omiti Stream and its tributaries (as shown on deed plan OTS-023-24);

1.2.10 Otakeho Stream and its tributaries (as shown on deed plan OTS-023-25);

1.2.11 Ouri Stream and its tributaries (as shown on deed plan OTS-023-26);

1.2.12 Ouri Stream Marginal Strip (as shown on deed plan OTS-023-14);

1.2.13 Paetahi Stream and its tributaries (as shown on deed plan OTS-023-27);

1.2.14 Patea River and its tributaries (as shown on deed plan OTS-023-28);

1.2.15 Punehu Stream and its tributaries (as shown on deed plan OTS-023-29);

1.2.16 Raoa Stream and its tributaries (being Rawa Stream and its tributaries) (as shown on deed plan OTS-023-30);

1.2.17 Taikatu Stream and its tributaries (as shown on deed plan OTS-023-31);

1.2.18 Taungatara Stream and its tributaries (as shown on deed plan OTS-023-32);

1.2.19 Waingongoro River and its tributaries (as shown on deed plan OTS-023-33);



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

**3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION**

- 1.2.20 Waingongoro River No 1 Marginal Strip (as shown on deed plan OTS-023-15);
 - 1.2.21 Waingongoro River No 2 Marginal Strip (as shown on deed plan OTS-023-16);
 - 1.2.22 Waingongoro Stream Marginal Strip (as shown on deed plan OTS-023-17);
and
 - 1.2.23 Waipaepaenui Stream and its tributaries (as shown on deed plan OTS-023-34).
- 1.3 Those statements of association are:
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the **[name]** Act **[year]**, being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

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



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**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

**3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION**

3 LIMITS

3.1 This deed:

- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
- 3.1.2 does not require the Crown to undertake, increase or resume any identified activity; and
- 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.4 is subject to the settlement legislation.

4 TERMINATION

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

- 4.1.1 the governance entity, the Minister of Conservation and the Director-General of Conservation agree in writing; or
- 4.1.2 the relevant area is disposed of by the Crown; or
- 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

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

5 NOTICES

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

Conservation Partnerships Manager,
Department of Conservation,
[address].

6 AMENDMENT

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

7 NO ASSIGNMENT

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



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NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION

8 **DEFINITIONS**

8.1 In this deed:

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

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

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

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

governance entity means the trustees of the trust known as Te Korowai o Ngaruahine Trust established by trust deed dated 20 June 2013; and

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

Minister means the Minister of Conservation; and

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

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

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

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

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

9 **INTERPRETATION**

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

**3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION**

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to:

9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and

9.8.2 legislation means that legislation as amended, consolidated, or substituted.

9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

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

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

Signature of Witness

Witness Name

Occupation

Address

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

Signature of Witness

Witness Name

Occupation

Address

One gender...

One gender...



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

3.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE
DIRECTOR-GENERAL OF CONSERVATION

Schedule

Copies of Statements of Association

[Name of area] (as shown on deed plan [*number*])

[statement of association]

[Name of area] (as shown on deed plan [*number*])

[statement of association]



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

3.2 DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

THIS DEED is made by **THE CROWN** acting by the Commissioner of Crown Lands

1 INTRODUCTION

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:

1.1.1 Ngaruahine (the **settling group**); and

1.1.2 the trustees of Te Korowai o Ngaruahine Trust (the **governance entity**).

1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical and traditional association with the following areas (the **statutory areas**):

1.2.1 Awatuna Stream and its tributaries (as shown on deed plan OTS-023-18);

1.2.2 Kaupokonui Stream and its tributaries (as shown on deed plan OTS-023-19);

1.2.3 Manganui River and its tributaries (as shown on deed plan OTS-023-20);

1.2.4 Mangatawa Stream and its tributaries (as shown on deed plan OTS-023-21);

1.2.5 Mangawhero Stream and its tributaries (as shown on deed plan OTS-023-22);

1.2.6 Oeo Stream and its tributaries (as shown on deed plan OTS-023-23);

1.2.7 Omiti Stream and its tributaries (as shown on deed plan OTS-023-24);

1.2.8 Otakeho Stream and its tributaries (as shown on deed plan OTS-023-25);

1.2.9 Ouri Stream and its tributaries (as shown on deed plan OTS-023-26);

1.2.10 Paetahi Stream and its tributaries (as shown on deed plan OTS-023-27);

1.2.11 Patea River and its tributaries (as shown on deed plan OTS-023-28);

1.2.12 Punehu Stream and its tributaries (as shown on deed plan OTS-023-29);

1.2.13 Raoa Stream and its tributaries (being Rawa Stream and its tributaries) (as shown on deed plan OTS-023-30);

1.2.14 Taikatu Stream and its tributaries (as shown on deed plan OTS-023-31);

1.2.15 Taungatara Stream and its tributaries (as shown on deed plan OTS-023-32);

1.2.16 Waingongoro River and its tributaries (as shown on deed plan OTS-023-33);
and

1.2.17 Waipaepaenui Stream and its tributaries (as shown on deed plan OTS-023-34).



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**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

- 1.3 Those statements of association are:
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the *[name]* Act *[year]*, being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right);
 - 2.2.2 preparing a plan, strategy, or programme for protection and management;
 - 2.2.3 conducting a survey to identify the number and type of users that may be appropriate;
 - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1:
- 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
 - 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

- 3.1 This deed:
- 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
 - 3.1.2 if it relates to a river:
 - (a) it does not relate to the waters of the river; and
 - (b) it relates only to the part or parts of the bed of the river that:
 - (i) are owned and managed by the Crown; and
 - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
 - (iii) are not the bed of an artificial watercourse or tributary; and



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

- 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
- 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.5 is subject to the settlement legislation; and
- 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
- 3.1.7 does not affect the lawful rights or interests of any person; or
- 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
- 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than the governance entity in relation to a statutory area.

4 TERMINATION

- 4.1 This deed terminates in respect of a statutory area, or part of it, if:
 - 4.1.1 the governance entity and the Commissioner of Crown Lands agree in writing; or
 - 4.1.2 the relevant area is disposed of by the Crown; or
 - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure the governance entity continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

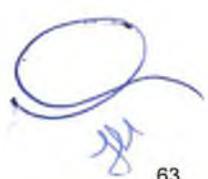
5 NOTICES

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

Commissioner of Crown Lands
Level 7, Radio New Zealand House
155 The Terrace
Wellington 6145

6 AMENDMENT

- 6.1 This deed may be amended only by written agreement signed by the governance entity and the Commissioner of Crown Lands.


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NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

7 **NO ASSIGNMENT**

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

8 **DEFINITIONS**

8.1 In this deed:

Commissioner of Crown Lands means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

Crown means Her Majesty the Queen in right of New Zealand; and

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

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

governance entity means the trustees of the trust known as Te Korowai o Ngaruahine Trust established by trust deed dated 20 June 2013; and

identified activities means the activities specified in clause 2.2; and

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

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

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

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

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

9 **INTERPRETATION**

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by:

9.3.1 this deed has that meaning; and

9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to:
- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
 - 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of)
THE CROWN by)
The **Commissioner of Crown Lands**)
in the presence of:) _____

Signature of Witness

Witness Name

Occupation

Address



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

3.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

Schedule

Copies of Statements of Association

[Name of area] (as shown on deed plan [*number*])

[statement of association]

[Name of area] (as shown on deed plan [*number*])

[statement of association]



4. PROTOCOLS



4.1 FISHERIES PROTOCOL



4.1: FISHERIES PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR PRIMARY INDUSTRIES REGARDING INTERACTION BETWEEN NGARUAHINE AND THE MINISTRY FOR PRIMARY INDUSTRIES ON FISHERIES RELATED MATTERS

1. INTRODUCTION

- 1.1 The Crown, through the Minister for Primary Industries (the "**Minister**") and Director General of the Ministry for Primary Industries (the "**Director-General**"), recognises that Ngaruahine as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Ngaruahine Fisheries Protocol Area (the "**Fisheries Protocol Area**") and that are managed by the Ministry for Primary Industries (the "**Ministry**") under the Fisheries Act 1996. Ngaruahine have a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.2 Under the Deed of Settlement dated 1 August 2014 between Ngaruahine and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister would issue a Fisheries Protocol (the "**Protocol**") setting out how the Ministry will interact with Ngaruahine (the "**Governance Entity**") in relation to matters specified in the Protocol. These matters are:
- 1.2.1 recognition of the interests of Ngaruahine in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;
 - 1.2.2 Implementation and communication;
 - 1.2.3 management of Taonga Species;
 - 1.2.4 input into and participation in the Ministry's national fisheries plans;
 - 1.2.5 participation in iwi fisheries forums;
 - 1.2.6 development of a Ngaruahine iwi fisheries plan;
 - 1.2.7 customary non-commercial fisheries management;
 - 1.2.8 contracting for services;
 - 1.2.9 employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.2.10 consultation;
 - 1.2.11 rahui;
 - 1.2.12 information exchange;
 - 1.2.13 dispute resolution;
 - 1.2.14 changes to policy and legislation affecting this Protocol; and
 - 1.2.15 review and amendment.



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

4.1: FISHERIES PROTOCOL

- 1.3 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of Ngaruahine who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Ngaruahine have a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The obligations of the Ministry in respect of fisheries are to ensure sustainability, to meet Te Tiriti o Waitangi / Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
- 1.5 The Ministry and Ngaruahine are seeking a relationship consistent with Te Tiriti o Waitangi / Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / Treaty of Waitangi provide the basis for the relationship between the parties to this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.
- 1.6 The Minister and the Director-General have certain functions, powers and duties in terms of the **Fisheries Legislation**. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Ngaruahine and the Ministry consistent with the Ministry's obligations as set out in clause 1.4, this Protocol sets out how the Minister, Director General and the Ministry will exercise their functions, powers and duties in relation to matters set out in this Protocol. In accordance with this Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to the matters set out in this Protocol.
- 1.7 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapu of Ngaruahine or with another iwi or hapu with interests inside the Fisheries Protocol Area on matters that could affect the interests of Ngaruahine.

2. FISHERIES PROTOCOL AREA

- 2.1 This Fisheries Protocol applies across the Ngaruahine Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Protocol.

3. TERMS OF ISSUE

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

4. RELATIONSHIP PRINCIPLES

- 4.1 Ngaruahine, the Minister and the Director General agree to abide by the following relationship principles when implementing this Protocol and exercising their various roles and functions under this Protocol:
- 4.1.1 working together to preserve, promote and protect the sustainable utilisation and enhancement of fisheries;

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.1: FISHERIES PROTOCOL

- 4.1.2 working in a spirit of co-operation;
- 4.1.3 ensuring early engagement on the matters specified in this protocol;
- 4.1.4 operating a 'no-surprises' approach
- 4.1.5 acknowledging that the relationship is evolving, not prescribed;
- 4.1.6 respecting the independence of Ngaruahine and the Crown, and their individual mandates, roles and responsibilities within the Protocol Area;
- 4.1.7 acknowledging that the parties benefit from working together by sharing their vision, knowledge and expertise; and
- 4.1.8 in the context of any documents or other information provided to the Ministry by Ngaruahine, recognising and acknowledging the need to safeguard Ngaruahine traditional knowledge and cultural expressions relating to their customary fisheries.

5. IMPLEMENTATION AND COMMUNICATION

- 5.1 The Ministry will meet with the Governance Entity to provide a strategy to implement this Fisheries Protocol as soon as practicable after this Protocol is issued. The Strategy may include:
 - 5.1.1 any matters raised in this Protocol;
 - 5.1.2 reporting processes to be put in place;
 - 5.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from this Protocol. The implementation plan will identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes;
 - 5.1.4 review processes for this Protocol and;
 - 5.1.5 the opportunity for the Governance Entity to meet with the Minister to discuss key matters affecting the implementation of this Protocol.
- 5.2 The Ministry and the Governance Entity will, within available time and resources meet as often as is required to ensure the effective implementation of the Protocol and not less than once every two years.
- 5.3 The implementation strategy described in clause 5.1 of this Protocol will have effect from the date specified in the strategy.
- 5.4 The Ministry will assist the Governance Entity with administrative arrangements regarding protocol implementation meetings.



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

4.1: FISHERIES PROTOCOL

- 5.5 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:
- 5.5.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details;
 - 5.5.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff (as might be agreed in the implementation plan); and
 - 5.5.3 providing reasonable opportunities for the Governance Entity to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Fisheries Protocol Area.
- 5.6 The Ministry will:
- 5.6.1 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and
 - 5.6.2 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

6. TAONGA SPECIES

- 6.1 The Ministry recognises that Ngaruahine has a customary non-commercial interest in the following fisheries within the Fisheries Protocol Area:
- 6.1.1 tuna (eel);
 - 6.1.2 piharau (lamprey);
- (together the 'Taonga Species').
- 6.2 The iwi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of the Taonga Species and identify how Ngaruahine exercise kaitiakitanga in respect of the Taonga Species.
- 6.3 The Ministry will recognise and provide for the input and participation of Ngaruahine into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the Ngaruahine Iwi Fisheries Plan. In accordance with clause 6.2, the Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to Taonga Species management that affects the Fisheries Protocol Area.
- 6.4 The Minister will have particular regard to how Ngaruahine exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the Taonga Species. In considering any proposal affecting the Taonga Species in the Fisheries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Ngaruahine in the Taonga Species are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act

NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

4.1: FISHERIES PROTOCOL

1992. The Ministry will consult with the Governance Entity on any proposal concerning the Taonga Species in accordance with clause 6.3.

- 6.5 The Ministry recognises that Ngaruahine have an interest in the research of the Taonga Species. Where the Governance Entity seeks to conduct research on the Taonga Species, the Ministry will meet with the Governance Entity in a relevant Iwi Fisheries Forum to discuss and advise on the requirements to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from the Governance Entity for a special permit under section 97 of the Fisheries Act 1996 relating to the enhancement of the Taonga Species fishery in the Fisheries Protocol Area.
- 6.6 The Ministry acknowledges that Ngaruahine have an interest in the possible enhancement of the fishery of the Taonga Species through the transfer of young Taonga Species and the possibility of farming the Taonga Species.
- 6.7 The Ministry will explore with the Governance Entity how it might assist, within existing policy and legal frameworks and with available resources, any Ngaruahine proposals for the enhancement of the Taonga Species fishery. Such proposals may include proposals for special permits to take Taonga Species from waterways within the Fisheries Protocol Area as part of any enhancement or aquaculture project.
- 6.8 The Fisheries Protocol shall not operate to create any expectation that a special permit or any other authorisation to extract or farm Taonga Species will be granted.
- 6.9 For the purposes of clauses 6.1 to 6.8:
- 6.9.1 Tuna (eel) is defined as:
- (a) *Anguilla dieffenbachia* (long finned eel);
 - (b) *Anguilla australis* (short finned eel);
 - (c) *Anguilla rheinhartii* (Australian long finned eel, not administered by the Ministry); and
- 6.9.2 Piharau/lamprey is defined as *Geotria australis*.

7. INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS

- 7.1 Ngaruahine are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed, that relate to the Fisheries Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include sustainability measures, catch limits research and compliance services) required to meet these goals and outcomes.
- 7.2 Ngaruahine input and participation into fisheries management processes (as described in section 12(1) of the Fisheries Act 1996), will be provided for through the Iwi Fisheries Plan referred to in section 9 of this protocol.



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**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.1: FISHERIES PROTOCOL

- 7.3 Where the Iwi Fisheries Plan expresses kaitiakitanga the Minister shall have particular regard to that expression of kaitiakitanga when making sustainability decisions that relate to the Fisheries Protocol Area.
- 7.4 Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Ngaruahine is provided for. This will include consulting the Governance Entity on those proposed sustainability measures.
- 7.5 For the avoidance of doubt, Ngaruahine continues to be entitled, including in respect to the Fisheries Protocol Area, to all rights, mechanisms and processes to which they are entitled under the Fisheries Legislation, including their right to be consulted under section 12(1)(b)(ii) of the Fisheries Act 1996.

8. PARTICIPATION IN IWI FISHERIES FORUMS

- 8.1 The Ministry will provide opportunities for Ngaruahine to have input and participate in any Iwi Fisheries Forums relating to the Fisheries Protocol Area, where the Ministry will engage with iwi on fisheries management and compliance activities. The Ngaruahine iwi fisheries plan will guide the Ngaruahine input into those forums. The Ministry will provide assistance, within the available resources, to those iwi participating in the forums to develop forum fisheries plans and participate in protocol implementation meetings outlined in section 5 above.

9. IWI FISHERIES PLAN

- 9.1 The Governance Entity will develop an iwi or forum fisheries plan that relates to the Fisheries Protocol Area.
- 9.2 The Ministry acknowledges the importance of iwi or forum fisheries plan in the development of the Ministry's national fisheries plan and will assist the Governance Entity, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.
- 9.3 The Ministry and the Governance Entity agree that the iwi or forum fisheries plan will address:
- 9.3.1 the objectives of the iwi for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Fisheries Protocol Area;
 - 9.3.2 how Ngaruahine will exercise kaitiakitanga in the Fisheries Protocol Area;
 - 9.3.3 how the Governance Entity will participate in fisheries planning in the Fisheries Protocol Area; and
 - 9.3.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.1: FISHERIES PROTOCOL

- 9.4 The Ministry and the Governance Entity agree to meet as soon as reasonably practicable after the Minister issues this Protocol being issued, to discuss:
- 9.4.1 the content of the iwi or forum fisheries plan, including how the plan will legally express, protect and recognise the mana of Ngaruahine; and
 - 9.4.2 ways in which the Ministry will work with the Governance Entity to develop and review the iwi or forum fisheries plan.

10. MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 10.1 The Ministry undertakes to provide the Governance Entity with such information and assistance, within the resources available to the Ministry, as may be necessary for the proper administration of the Fisheries (Kaimoana Customary Fishing) Regulations 1998. This information and assistance may include, but is not limited to:
- 10.1.1 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Fisheries Protocol Area, including the appointment of Tangata Kaitiaki; and
 - 10.1.2 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area;
 - 10.1.3 compliance training to the appropriate representatives of Ngaruahine to enable them to administer and implement the Fisheries (Kaimoana Customary) Fishing Regulations 1998.

11. CONTRACTING FOR SERVICES

- 11.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.
- 11.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Ngaruahine, and may be achieved by one or more of the following:
- 11.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;
 - 11.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and
 - 11.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.
- 11.3 If the Governance Entity is contracted for fisheries services, then clause 11.2 will not apply in relation to those fisheries services.



4.1: FISHERIES PROTOCOL

12. EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

- 12.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Ngaruahine in relation to the Fisheries Protocol Area.
- 12.2 The level of consultation shall be relative to the degree to which the vacancy impacts upon the interests of other iwi as well as those of Ngaruahine, and may be achieved by one or more of the following:
- 12.2.1 consultation on the job description and work programme;
 - 12.2.2 direct notification of the vacancy;
 - 12.2.3 consultation on the location of the position; and
 - 12.2.4 input into the selection of the interview panel.

13. CONSULTATION

- 13.1 Where the Ministry is required to consult with the Governance Entity under this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 13.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 13.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 13.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and
 - 13.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider their submissions in relation to any of the matters that are the subject of the consultation.
- 13.2 Where the Ministry has consulted with the Governance Entity in relation to this Fisheries Protocol, the Ministry will report back to the Governance Entity, either in person or in writing, on the decision made as a result of any such consultation.

14. RAHUI

- 14.1 The Ministry recognises that rahui is a traditional use and management practice of Ngaruahine and supports their rights to place traditional rahui over their customary fisheries.
- 14.2 The Ministry notes that a traditional rahui placed by the Governance Entity over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rahui is a matter of voluntary choice. The Governance Entity



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.1: FISHERIES PROTOCOL

undertakes to inform the Ministry of the placing and the lifting of a rahui by Ngaruahine over their customary fisheries, and also the reasons for the rahui.

- 14.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rahui has been applied, to the extent that such groups exist, of the placing and the lifting of a rahui by Ngaruahine over their customary fisheries, in a manner consistent with the understandings outlined in clause 14.2 above.
- 14.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rahui proposed by Ngaruahine over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rahui placed in the event of a drowning.

15. INFORMATION EXCHANGE

- 15.1 The Governance Entity and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and the Governance Entity will as far as possible exchange any information that is relevant to the management of the Fisheries Protocol Area.
- 15.2 The Ministry will make available to the Governance Entity all existing information held by, or reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Fisheries Protocol.

16. DISPUTE RESOLUTION

- 16.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:
- 16.1.1 Within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
- 16.1.2 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 16.1, the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;
- 16.1.3 If the dispute has not been resolved within 45 working days of receipt of the notice referred to in clause 16.1 despite the process outlined in clauses 16.1.1 and 16.1.2 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

4.1: FISHERIES PROTOCOL

17. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 17.1 The Ministry will consult with Governance Entity on policy development or any proposed legislative amendment to the Fisheries Act 1996 which impacts upon this Protocol, the Ministry shall:
- 17.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and
 - 17.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and
 - 17.1.3 report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.

18. REVIEW AND AMENDMENT

- 18.1 The Minister and the Governance Entity agree that this protocol is a living document which may be updated and adapted to take account of any future developments.
- 18.2 A review of this Protocol may take place, at the request of either party, at three yearly intervals from the commencement date of this Protocol, or the date of completion of the previous review.
- 18.3 Where the parties cannot reach agreement on any review or amendment proposal they will use the dispute resolution processes contained in clause 16 of the Protocol.
- 118.4 Ngaruahine and the Crown may only vary this Protocol by agreement in writing.

19. DEFINITIONS

- 19.1 In this Protocol:

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

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

Governance Entity means the trustees of the trust known as Te Korowai Ngaruahine Truste established by trust deed dated 20 June 2013;

Protocol means a statement in writing, issued by the Crown through the Minister to the Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Fisheries Protocol;

Settlement Date means [].

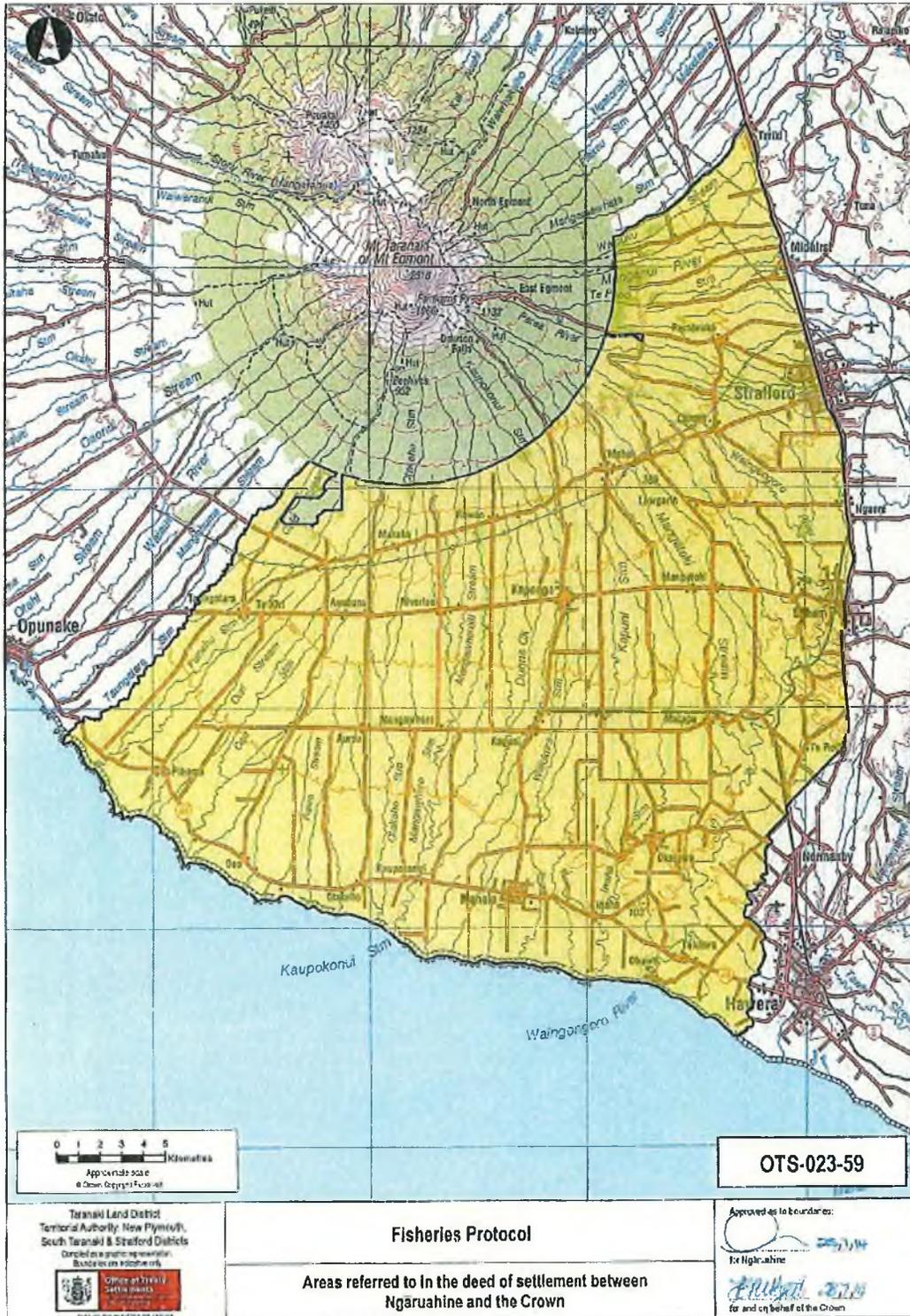


NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

4.1: FISHERIES PROTOCOL

ATTACHMENT A

NGARUAHINE FISHERIES PROTOCOL AREA



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4.1: FISHERIES PROTOCOL

ATTACHMENT B

TERMS OF ISSUE

1. Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that [].

2. Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3. Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whānau or other representatives of tangata whenua.

4. Noting of Protocols

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5. Enforceability of Protocols

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5.2 The provisions included in the Settlement Legislation under clauses [] and [] of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

6. Limitation of rights

6.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]



4.2 TAONGA TUTURU PROTOCOL



**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS,
CULTURE AND HERITAGE REGARDING INTERACTION WITH NGARUAHINE ON
SPECIFIED ISSUES**

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated 1 August 2014 between Ngaruahine and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "**Minister**") would issue a protocol (the "**Protocol**") setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the "**Chief Executive**") will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Relationship Principles - Part 2;
 - 1.1.2 Protocol Area - Part 3;
 - 1.1.3 Terms of issue - Part 4;
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 - Part 5;
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 - Part 6;
 - 1.1.6 Implementation and Communication - Part 7;
 - 1.1.7 Registration as a collector of Ngā Taonga Tuturu - Part 8;
 - 1.1.8 Access and Repatriation - Part 9;
 - 1.1.9 Provision of advice - Part 10;
 - 1.1.10 Relationships - Part 11;
 - 1.1.11 Board Appointments - Part 12;
 - 1.1.12 National Monuments, War Graves and Historical Graves - Part 13;
 - 1.1.13 History publications relating to Ngaruahine - Part 14;
 - 1.1.14 Information exchange - Part 15;
 - 1.1.15 Cultural and/or Spiritual Practices and Tendering - Part 16;
 - 1.1.16 Consultation - Part 17;
 - 1.1.17 Review and amendment - Part 18;
 - 1.1.18 Dispute resolution - Part 19;
 - 1.1.19 Changes to policy and legislation affecting this Protocol - Part 20; and
 - 1.1.20 Definitions - Part 21.



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.2: TAONGA TUTURU PROTOCOL

- 1.2 For the purposes of this Protocol the governance entity is the body representative of the whanau, hapu and iwi of Ngaruahine who have an interest in the matters covered under this Protocol.
- 1.3 The Chief Executive recognises that Ngaruahine have a significant interest in relation to the preservation, protection and management of Taonga Tuturu through their tino rangatiratanga and kaitiakitanga. This derives from the status of Ngaruahine as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The Chief Executive and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi / the Treaty of Waitangi provides the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.5 The purpose of the Protected Objects Act 1975 ("the **Act**") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tuturu, and by establishing and recording the ownership of Ngā Taonga Tuturu found after the commencement of the Act, namely 1 April 1976.
- 1.6 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1, as set out in clauses 5 to 21 of this Protocol.

2. RELATIONSHIP PRINCIPLES

- 2.1 Ngaruahine, the Minister, and the Chief Executive agree to abide by the following relationship principles, when implementing this Protocol and exercising their various roles and functions under this Protocol:
 - 2.1.1 Working together to preserve, promote, protect and enhance Taonga Tuturu;
 - 2.1.2 Working in a spirit of co-operation;
 - 2.1.3 Ensuring early engagement on matters relating to this Protocol;
 - 2.1.4 Operating a 'no-surprises' approach;
 - 2.1.5 Acknowledging that the relationship is evolving, not prescribed;
 - 2.1.6 Respecting the independence of the parties and their individual mandates, roles and responsibilities within the Protocol Area;
 - 2.1.7 Acknowledging that the parties benefit from working together by sharing their vision, knowledge and expertise; and
 - 2.1.8 Acknowledging the need to safeguard traditional knowledge and cultural expressions associated with Ngaruahine Taonga Tuturu.

3. PROTOCOL AREA

- 3.1 This Protocol applies across the Protocol Area which is identified in the map included in Attachment A of this Protocol together with adjacent waters (the "**Protocol Area**").



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.2: TAONGA TUTURU PROTOCOL

4. TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section xx of the xxx ("the Settlement Legislation") that implements the xxx Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

5. THE ROLE OF THE CHIEF EXECUTIVE UNDER THE PROTECTED OBJECTS ACT 1975

General

- 5.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 5.1.1 notify the governance entity in writing of any Taonga Tuturu found within the Protocol Area or identified as being of Ngaruahine origin found anywhere else in New Zealand;
 - 5.1.2 provide for the examination, care, recording and custody of any Taonga Tuturu found within the Protocol Area or identified as being of Ngaruahine origin found anywhere else in New Zealand;
 - 5.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tuturu found within the Protocol Area or identified as being of Ngaruahine origin found anywhere else in New Zealand;
 - 5.1.4 notify the governance entity in writing of its right to apply directly to the Maori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tuturu found within the Protocol Area or identified as being of Ngaruahine origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tuturu; and
 - 5.1.5 notify the governance entity in writing of any application to the Maori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tuturu found within the Protocol Area or identified as being of Ngaruahine origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tuturu.

Applications for Ownership

- 5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tuturu found within the Protocol Area or identified as being of Ngaruahine origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Maori Land Court for an order confirming ownership of the Taonga Tuturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Maori Land Court for an order confirming ownership of the Taonga Tuturu.

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.2: TAONGA TUTURU PROTOCOL

- 5.4 If the competing claims for ownership of any Taonga Tuturu found within the Protocol Area or identified as being of Ngaruahine origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Maori Land Court for determination of ownership of the Taonga Tuturu.

Applications for Custody

- 5.5 If no ownership application is made to the Maori Land Court for any Taonga Tuturu found within the Protocol Area or identified as being of Ngaruahine origin found elsewhere in New Zealand by the governance entity or any other person, the Chief Executive will:
- 5.5.1 consult the governance entity where there is any request from any other person for the custody of the Taonga Tuturu;
 - 5.5.2 consult the governance entity before a decision is made on who may have custody of the Taonga Tuturu; and
 - 5.5.3 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tuturu.

Export Applications

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tuturu of Ngaruahine origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tuturu of Ngaruahine origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application and notify the governance entity in writing of the Chief Executive's decision.

6. THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 6.1.1 refuse permission to export any Taonga Tuturu or Nga Taonga Tuturu from New Zealand; or
 - 6.1.2 impose conditions on the approval to export any Taonga Tuturu, or Nga Taonga Tuturu, from New Zealand.
- 6.2 The Chief Executive will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tuturu where the governance entity was consulted as an Expert Examiner.

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.2: TAONGA TUTURU PROTOCOL

7. IMPLEMENTATION AND COMMUNICATION

7.1 The Chief Executive will meet with the governance entity to develop and agree a strategy to implement this Protocol as soon as practicable after this Protocol is issued. This strategy will be an operational document and may include but is not limited to:

7.1.1 outlining specific actions and milestones the Chief Executive and governance entity may carry out pursuant to the Protocol;

7.1.2 reporting processes in relation to the specific actions and milestones;

7.1.3 developing a communications protocol relating to how the Ministry and the governance entity will communicate;

7.2 The implementation strategy described in clause 7.1 of this Protocol will have effect from the date agreed by both parties and specified in the strategy.

7.3 The Chief Executive will also:

7.3.1 discuss with the governance entity any policy and legislative development which specifically affects Ngaruahine interests in the Protocol Area;

7.3.2 discuss with the governance entity any of the Ministry's operational activities, which specifically affect Ngaruahine interests in the Protocol Area;

7.3.3 meet with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;

7.3.4 as far as reasonably practicable train relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Minister and Chief Executive under it;

7.3.5 maintain information provided by the governance entity on the office holders of the governance entity, their addresses, and contact details;

7.3.6 as far as reasonably practicable, provide opportunities for the governance entity to meet with relevant Ministry managers and staff;

7.3.7 as far as reasonably practicable, inform other organisations with whom it works, central government agencies, and stakeholders about this Protocol and provide ongoing information;

7.3.8 as soon as reasonably practical notify the governance entity of any Ngaruahine Taonga Tuturu held overseas, either in private or public collections, should the Chief Executive become aware of such collections; and

7.3.9 include a copy of the Protocol on the Ministry's website.

8. REGISTRATION AS A COLLECTOR OF NGA TAONGA TUTURU

8.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tuturu.



4.2: TAONGA TUTURU PROTOCOL

9. **ACCESS AND REPATRIATION**

9.1 The Chief Executive will invite organisations relevant to this Protocol to establish a relationship with the governance entity for the purposes of:

9.1.1 allowing Ngaruahine to have access to their Taonga Tuturu;

9.1.2 repatriating Ngaruahine Taonga Tuturu to Ngaruahine; and

9.1.3 any other matters of importance to Ngaruahine.

10. **PROVISION OF ADVICE**

10.1 The governance entity may, from time-to-time, seek practical advice from the Chief Executive on Ngaruahine historical or commemorative initiatives where the Ministry may have some expertise. The Chief Executive will provide such general practical advice, not involving any financial commitment, where possible.

10.2 In addition to 9.1, the Chief Executive will make best endeavours to notify Ngaruahine of any awards and funds, to which applications can be made which are administered by the Chief Executive, and provide details of the application process and deadlines.

11. **RELATIONSHIPS**

11.1 Ngaruahine has a strategic vision for its cultural identity that includes the preservation, development and transmission of its cultural heritage, traditions and arts. The governance entity wishes to explore the mutual benefits of a relationship with:

11.1.1 Arts Council of New Zealand Toi Aotearoa (Creative New Zealand);

11.1.2 Heritage New Zealand Pouhere Taonga; and

11.1.3 Regional and international museums selected by the governance entity.

11.2 The Chief Executive will invite the above organisations to initiate discussions with the governance entity.

12. **BOARD APPOINTMENTS**

12.1 The Chief Executive shall:

12.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

12.1.2 add the governance entity's nominees onto the Ministry for Culture and Heritage's Nomination Register for Boards, to which the Minister for Arts, Culture and Heritage appoints; and

12.1.3 notify the governance entity of any ministerial appointments to Boards to which the Minister for Arts, Culture and Heritage appoints, where these are publicly notified.

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.2: TAONGA TUTURU PROTOCOL

13. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 13.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngaruahine's interests in the Protocol Area.
- 13.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

14. HISTORY PUBLICATIONS RELATING TO NGARUAHINE

14.1 The Chief Executive shall:

14.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relate substantially to Ngaruahine; and

14.1.2 consult the governance entity on any work the Ministry undertakes that relates substantially to Ngaruahine:

- (i) from an early stage;
- (ii) throughout the process of undertaking the work; and
- (iii) before making the final decision on the material of a publication.

14.2 Where the Ministry makes reasonable efforts to contact the governance entity for the purposes of the consultation in accordance with clause 14.1, and no response is received within a reasonable timeframe, the Ministry shall not be in breach of clause 14.1.

14.3 The governance entity accepts that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by, the governance entity, is entitled to make the final decision on the material of the historical publication.

15. INFORMATION EXCHANGE

15.1 Ngaruahine and the Ministry recognise the benefit of mutual information exchange. To this end the Ministry and Ngaruahine will as far as possible exchange any information that is relevant to Ngaruahine Taonga Tuturu and any intellectual property associated with Ngaruahine Taonga Tuturu, that is held by the Ministry, to the best of its knowledge acting reasonably.

15.2 The Ministry will make available to Ngaruahine all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Ngaruahine for the purposes of assisting them to exercise their rights under this Protocol.

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.2: TAONGA TUTURU PROTOCOL

15.3 The obligations in clause 15.1 and 15.2 do not apply to information that the Minister is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Minister or Chief Executive may withhold under the Official Information Act 1982.

16. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES

16.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngaruahine within the Protocol Area, the Chief Executive will invite the governance entity to provide such services. Where the Chief Executive has invited the governance entity to provide such services, the Chief Executive will make a contribution, which the Chief Executive considers is reasonable in the circumstances, the amount of which will be discussed with the governance entity at the time of the invitation

16.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

16.3 The procurement by the Chief Executive of any such services set out in clauses 16.1 and 16.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

17. CONSULTATION

17.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

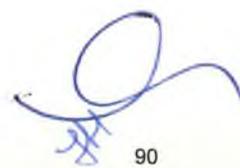
17.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable where the Chief Executive has identified a proposal or issues to be the subject of the consultation;

17.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

17.1.3 ensuring that sufficient time is given for the effective participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

17.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

17.1.5 report back to the governance entity in writing or in person, within a reasonable time period, in regard to any decisions made that relate to that consultation.



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.2: TAONGA TUTURU PROTOCOL

18. REVIEW AND AMENDMENT

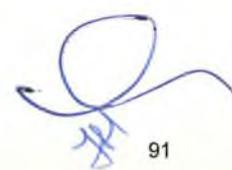
- 18.1 The Minister and the Chief Executive and Ngaruahine agree that this Protocol is a living document which should be updated and adapted to take account of future developments.
- 18.2 A review of this Protocol may take place, at the request of either party, at five-yearly intervals from the commencement date of this Protocol, or the date of completion of the previous review, unless either party advises that it wishes to review the Protocol three years from the commencement date or three years of the date of completion of the previous review.
- 18.3 Where the parties cannot reach agreement on any review or amendment proposal they will use the dispute resolution processes contained in clause 19 of the Protocol.
- 18.4 Ngaruahine and the Crown may only vary this Protocol by agreement in writing.

19. DISPUTE RESOLUTION

- 19.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:
- 19.1.1 Within 15 working days of being given written notice, the relevant contact person from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue.
- 19.1.2 If the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 19.1, the Chief Executive and Governance Entity will meet to work in good faith to resolve the issue.
- 19.1.3 If the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 19.1 and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the Governance Entity will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

20. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 20.1 If the Chief Executive consults with Maori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- 20.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;
- 20.1.2 make available to the governance entity the information provided to Maori as part of the consultation process referred to in this clause; and
- 20.1.3 report back to the governance entity on the outcome of any such consultation.



4.2: TAONGA TUTURU PROTOCOL

21. **DEFINITIONS**

21.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive;

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

Expert Examiner has the same meaning as in section 2 of the Act and means a body corporate or an association of persons;

found has the same meaning as in section 2 of the Act and means:

in relation to any Taonga Tuturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the Taonga Tuturu and which suggest that the Taonga Tuturu was last in the lawful possession of a person who at the time of finding is no longer alive; and 'finding' and 'finds' have corresponding meanings;

governance entity means the trustees of the trust known as Te Korowai o Ngaruahine Trust established by trust deed dated 20 June 2013;

Nga Taonga Tuturu has the same meaning as in section 2 of the Act and means two or more Taonga Tuturu

Protocol means a statement in writing, issued by the Crown through the Minister to the governance entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol

Taonga Tuturu has the same meaning as in section 2 of the Act and means:

an object that:

- (a) relates to Maori culture, history or society; and
- (b) was, or appears to have been:
 - (i) manufactured or modified in New Zealand by Maori; or
 - (ii) brought into New Zealand by Maori; or
 - (iii) used by Maori; and
- (c) is more than 50 years old

Ngaruahine has the meaning set out in clause 8.6 of the Deed of Settlement.

NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

4.2: TAONGA TUTURU PROTOCOL

ISSUED on []

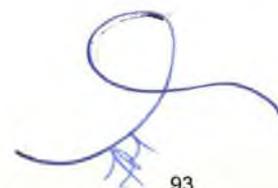
SIGNED for and on behalf of)
THE SOVEREIGN in right of New Zealand)
by the Minister for Arts, Culture and Heritage)
in the presence of:) _____

Signature of Witness

Witness Name

Occupation

Address

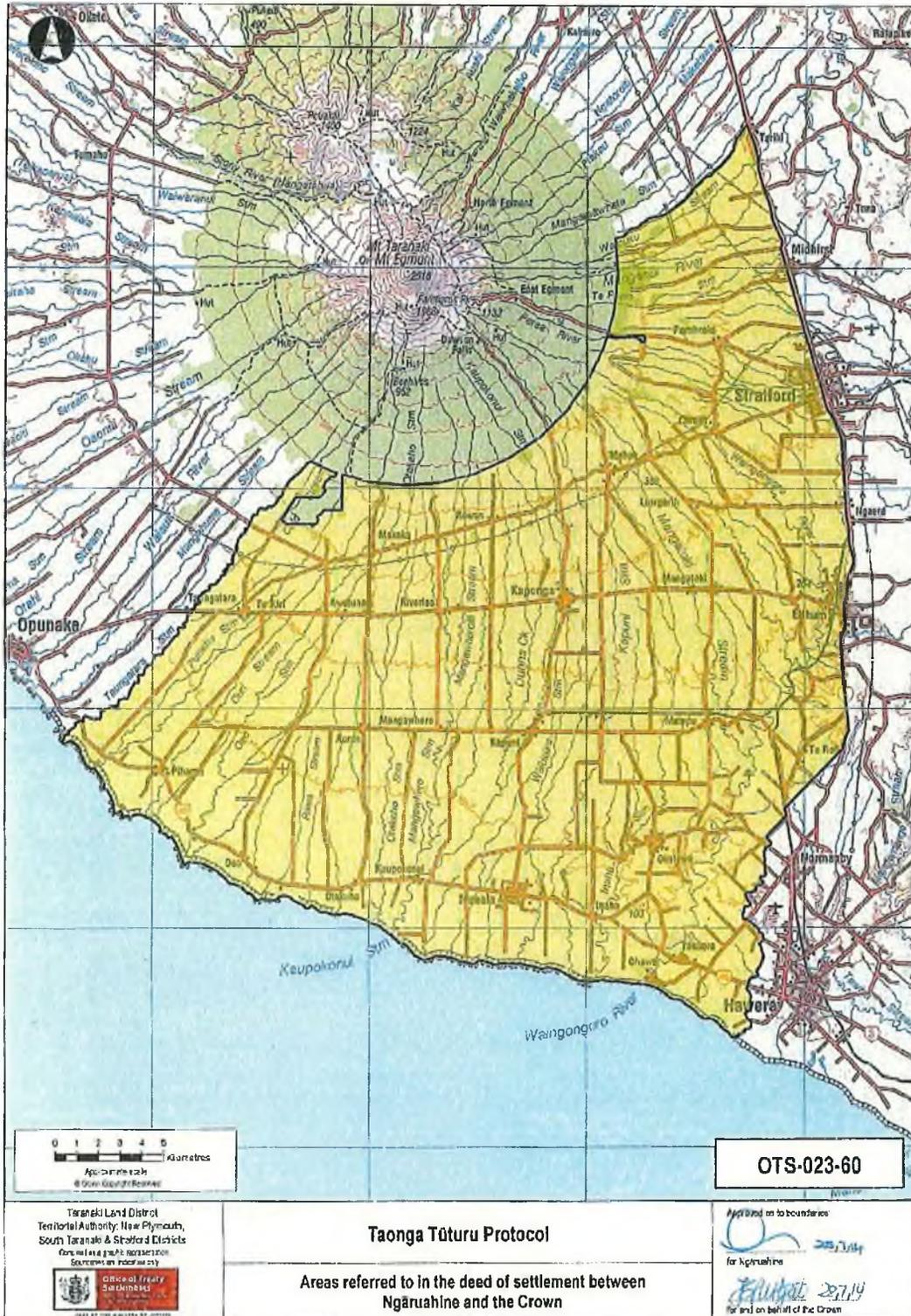


NGARUAHINE DEED OF SETTLEMENT:
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4.2: TAONGA TUTURU PROTOCOL

ATTACHMENT A

TAONGA TUTURU PROTOCOL AREA



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4.2: TAONGA TUTURU PROTOCOL

ATTACHMENT B
TERMS OF ISSUE

This Protocol is issued subject to the provisions of the deed of settlement and the settlement legislation. These provisions are set out below.

1. Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that [].

2. Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3. Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapu, marae, whānau or other representatives of tangata whenua.

4. Noting of Protocols

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5. Enforceability of Protocols

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

5.2 The provisions included in the Settlement Legislation under clauses [] and [] of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

6. Limitation of rights

6.1 Section [] of the Settlement Legislation provides that: *[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]*

4.3 CONSERVATION PROTOCOL

4.3: CONSERVATION PROTOCOL

**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION
REGARDING NGARUAHINE AND THE DEPARTMENT OF CONSERVATION**

1. INTRODUCTION

- 1.1 Under the Deed of Settlement dated 1 August 2014 between the trustees of Te Korowai o Ngaruahine Trust (the "**Governance Entity**") and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Conservation (the "**Minister**") would issue a Protocol (the "**Protocol**") setting out the basis upon which the Department of Conservation (the "**Department**") will interact with the Governance Entity across the Ngaruahine Protocol Area.
- 1.2 Ngaruahine has cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Protocol Area and accept a responsibility as kaitiaki in accordance with their tikanga Māori to preserve, protect and manage those natural and historic resources. This responsibility derives from the status of Ngaruahine as tangata whenua and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 The Department's functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the Conservation Legislation. This must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.
- 1.4 The Department and the Governance Entity are committed to the development and establishment of a positive, collaborative and enduring relationship that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both the Governance Entity and the Department, as set out in this Protocol.

2. PROTOCOL AREA

- 2.1 This Protocol applies to the Protocol Area, which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent coastal area.

3. PURPOSE OF THE PROTOCOL

- 3.1 The purpose of this Protocol is to assist the Department and the Governance Entity to exercise their respective responsibilities with the utmost cooperation to achieve over time the conservation policies, actions and outcomes sought by both.
- 3.2 This Protocol sets out a framework that enables the Department and Ngaruahine to establish a constructive working relationship that gives effect to section 4 of the Conservation Act. It provides for Ngaruahine to have meaningful input into relevant policy, planning and decision-making processes in the Department's management of conservation lands and fulfilment of statutory responsibilities within the Ngaruahine Protocol Area.

4.3: CONSERVATION PROTOCOL

4. IMPLEMENTATION AND COMMUNICATION

- 4.1 The Department will establish and maintain effective and efficient communication with the Governance Entity on an ongoing basis by:
- (a) maintaining a record of the Governance Entity's office holders, and their addresses and contact details;
 - (b) providing reasonable opportunities for Ngaruahine to meet with Department managers and staff;
 - (c) meeting with the Governance Entity at least once a year to discuss issues of shared interest. The venue may be at a local Departmental Office or at a marae. The agenda for these meetings may include a review of progress on the Department's work programmes, and an invitation for feedback from the Governance Entity. The parties may also:
 - (i) annually review implementation of the Protocol; and
 - (ii) led by the Governance Entity, arrange for an annual report back to the affiliate iwi and hapu of the Governance Entity in relation to any matter associated with the implementation of this Protocol.
 - (d) providing a primary departmental contact for Ngaruahine who will act as a liaison person between Ngaruahine and other Departmental staff;
 - (e) as far as reasonably practicable, training relevant staff on the content of this Protocol and providing Ngaruahine, through the Governance Entity, with the opportunity to train relevant staff on Ngaruahine values and tikanga; and
 - (f) seeking to brief the Taranaki/Wanganui Conservation Board members on the content of this Protocol.
- 4.2 At the first meeting under clause 4.1(c) (which will occur within 12 months of the Settlement date) the Department and the Governance Entity will discuss implementation of this Protocol;
- 4.3 The Department will consider the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators.
- 4.4 The Department shall invite the Governance Entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Ngaruahine.
- 4.5 The Department and the Governance Entity shall advise each other of any upcoming relevant training opportunities within the Protocol Area related to conservation management that may be of interest to either party.
- 4.6 The Department will notify the Governance Entity of any contracts it is tendering for conservation management services within the Protocol Area, and consider using Ngaruahine iwi members for such services.



4.3: CONSERVATION PROTOCOL

- 4.7 The Department and the Governance Entity will inform relevant conservation stakeholders about this Protocol and the Ngaruahine settlement, and provide on-going information as required.
- 4.8 The Department will advise the Governance Entity of any Departmental policy directions, including any matters that may relate to the legislative scheme for the conservation-related redress under the settlement, and the receipt of any research reports relating to matters of interest to Ngaruahine within the Protocol Area, and provide copies of those policy directions and reports.

5. BUSINESS MANAGEMENT PLANNING

- 5.1 The Department's annual business planning process determines the Department's conservation work priorities.
- 5.2 The Department shall provide opportunities for the governance entity to be involved in any relevant Conservation Management Strategy reviews or Management Plans, within the Protocol Area.
- 5.3 The process for the involvement of the Governance in the Department's business planning process will be as follows:
- (a) the Department and the Governance Entity will on an annual basis identify projects that require specific resourcing;
 - (b) the identified priorities for the upcoming business year will be taken forward by the Department into its business planning process at the regional level and considered along with other priorities;
 - (c) the decision on whether any specific projects will be funded in any business year will be made by the relevant Conservation Services Manager, after following the co-operative processes set out above;
 - (d) if the Department decides to proceed with a specific project requested by the Governance Entity, the parties may meet again, if required, to finalise a work plan and a timetable for implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
 - (e) if the Department decides not to proceed with a specific project it will communicate to the Governance Entity the factors that were taken into account in reaching that decision.
- 5.4 The Department shall advise the Governance Entity of contestable funds that the Department services and administers relating to the protection of biodiversity, for example the Matauranga Kura Taiao Fund.

6. VISITOR AND PUBLIC INFORMATION

- 6.1 The Department has a role to share its knowledge about natural and historic heritage with visitors and the general public. This is to increase their enjoyment and understanding of this heritage, and to develop their awareness of the need for its conservation.



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.3: CONSERVATION PROTOCOL

- 6.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to Ngaruahine of their cultural, traditional and historic values, and the association of Ngaruahine, with the land the Department administers within the Protocol Area.
- 6.3 The Department shall work with the governance entity at a local Departmental Office level to encourage respect for Ngaruahine cultural heritage values by seeking to raise public awareness of any positive conservation partnerships between the governance entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars.
- 6.4 The Department will seek advice from the Governance Entity on Ngaruahine tikanga and values with respect to ancestral land, natural and historic resources and other taonga managed by the Department and will endeavour to ensure that:
- (a) Ngaruahine tikanga and values are respected in the provision of visitors' facilities, public information and Department publications;
 - (b) accurate information is provided about Ngaruahine in the Department's public information and the Department's publications;
 - (c) the Department will so far as possible obtain the consent of the Governance Entity prior to the utilisation, publication and/or disclosure of information pertaining to Ngaruahine;
 - (d) Department information on new panels, signs, and visitor publications includes Ngaruahine perspectives and references to the significance of the sites to Ngaruahine where appropriate, including the use of traditional Ngaruahine place names; and
 - (e) the Department will encourage Ngaruahine participation, through the Governance Entity, in the Department's volunteer and conservation events programme.

7. CULTURAL MATERIALS

- 7.1 For the purpose of this Protocol, cultural materials means plants, plant materials, and materials derived from animals or birds, for which the Department is responsible within the Protocol Area and which are important to Ngaruahine in maintaining and expressing its cultural values and practices.
- 7.2 Current legislation means that generally some form of authorisation is required for any gathering and possession of cultural materials.
- 7.3 In relation to cultural materials, the Department will:
- (a) provide the Governance Entity with access to and use of cultural materials within the Protocol Area when required for cultural purposes, in accordance with the relevant legislation;
 - (b) consult the Governance Entity in circumstances where there are competing requests from non Governance Entity persons or entities for the use of cultural materials, for example, for scientific research purposes, to see if the cultural



4.3: CONSERVATION PROTOCOL

and scientific or other needs can be reconciled before the Department makes a decision in respect of those requests;

- (c) agree, where reasonably practicable, for the Governance Entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes;
- (d) assist, as far as reasonably practicable, the governance entity to obtain plant stock for propagation to reduce the need for plant stock to be gathered from land administered by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas; and
- (e) provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of the plant stock.

7.4 The Department and the Governance Entity shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

7.5 The Department and the Governance Entity may agree to develop a cultural materials plan to provide for the efficient implementation of the matters set out in clause 7 above and which will enable the Governance Entity to implement a process to authorise members of Ngaruahine to access and use cultural materials within the Protocol Area when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted.

8. MARINE MAMMALS

8.1 Ngaruahine have a kaitiaki responsibility for preserving, protecting and disposing of marine mammals within the Protocol Area and ensuring cultural protocols are observed in interactions with these mammals.

8.2 The Department has responsibilities for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public, when interacting with marine mammals.

8.3 The Governance Entity and the Department will:

- (a) promptly notify each other, through the nominated contact persons, of all stranding events that come to their attention within the Protocol Area; and
- (b) identify in advance, where practical, sites which may not be used for disposing of a dead marine mammal due to health and safety requirements or the possible violation of Ngaruahine tikanga.

8.4 The parties will notify each other of contact persons who will be available at short notice on a marine mammal stranding. The Governance Entity will authorise their contact person to make decisions on the desire of Ngaruahine to be involved.



4.3: CONSERVATION PROTOCOL

- 8.5 There may be circumstances during a stranding in which euthanasia is required, including where the marine mammal is obviously distressed or it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make reasonable efforts to inform the Governance Entity before any decision to euthanise.
- 8.6 Both the Department and the Governance Entity acknowledge the scientific importance of information gathered at strandings. The Department will consult the Governance Entity on:
- (a) the nature of the scientific samples required;
 - (b) disposal of the marine mammal, including the possibility of the Governance Entity taking responsibility for burial of the marine mammal; and
 - (c) the availability of teeth, bone and/or baleen to the Governance Entity for cultural purposes.
- 8.7 Subject to the prior agreement of the Department, where disposal of a dead marine mammal is carried out by the Governance Entity, the Department will meet the reasonable costs incurred by the Governance Entity, up to the estimated cost that would otherwise have been incurred by the Department to carry out the disposal.
- 8.8 If Ngaruahine does not wish to recover the teeth bone and/or baleen or otherwise participate in the stranding, the Governance Entity will notify the Department, whereupon the Department will take responsibility for disposing of the remains.

9. FRESHWATER QUALITY

- 9.1 For the purposes of the Conservation Act 1987, freshwater includes waters of estuaries, coastal lagoons, wetlands, and the mouths of rivers and streams.
- 9.2 The Department and Ngaruahine have a mutual concern to ensure effective riparian management that will contribute to protecting and restoring water quality and prevent the contamination of freshwater. For Ngaruahine, the health and wellbeing of freshwater bodies, including their banks and margins, and their associated flora and fauna, is of primary importance. The Department and the Governance Entity will work together to identify activities that will promote effective riparian management.
- 9.3 The Department will take reasonable steps to manage the banks and margins of waterways on public conservation land to prevent destruction of the riparian habitat and the contamination of waterways and the wider environment as a result of its activities.
- 9.4 The Department will consult with the Governance Entity prior to entering into any formal or informal arrangements with any third party that relates to the management of marginal strips within the Protocol Area.

10. FRESHWATER FISHERIES

- 10.1 The Department's functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those



4.3: CONSERVATION PROTOCOL

fisheries and habitats that are located on public conservation land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.

- 10.2 The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, promulgated under the Conservation Act 1987. The Department acknowledges that Ngaruahine have a customary interest in whitebait fisheries in the Protocol Area, and that section 26ZH of the Conservation Act 1987 permits Ngāaruahine to fish for whitebait outside the season set by the Whitebait Fishing Regulations 1994.
- 10.3 The Governance Entity has identified freshwater habitats, and all indigenous freshwater species present or formerly present in the Protocol Area as having a high cultural value for Ngaruahine.
- 10.4 The Department will adopt a co-operative approach with the Governance Entity to provide for the active participation by the Governance Entity in the conservation, management and research of freshwater fisheries and their habitats by:
- (a) seeking to identify areas for co-operation in relation to projects relating to fish passage, minimum flows, protection of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of freshwater fisheries and their habitats;
 - (b) seeking to identify areas for co-operation in advocacy in relation to those matters;
 - (c) consulting with the Governance Entity in developing or contributing to research and monitoring programmes;
 - (d) considering the Governance Entity as a possible science provider or collaborator for research projects on freshwater fisheries funded or promoted by the Department in the same manner as other potential providers or collaborators; and
 - (e) consulting with the Governance Entity on whether to grant applications for the transfer and release of freshwater fish species, including eels, in accordance with section 26ZM of the Conservation Act 1987;
 - (f) ensuring that Department staff are aware of Ngaruahine tikanga in relation to freshwater fisheries;
 - (g) consulting with Ngaruahine regarding any conservation or management activities relating to freshwater fisheries.

11. NATURAL HERITAGE/SPECIES MANAGEMENT

- 11.1 The Department aims at conserving the full range of New Zealand's ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction. An important part of this work is to prioritise recovery actions in relation to the species uniqueness and likelihood of success.



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

4.3: CONSERVATION PROTOCOL

- 11.2 The list of species of importance to Ngaruahine will be discussed in the initial post-settlement implementation meeting.
- 11.3 In recognition of the cultural, historic and traditional association of Ngaruahine with indigenous flora and fauna found within the Protocol Area for which the Department has responsibility, the Department will, in relation to any species that the Governance Entity may identify as important to them:
- (a) inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the Governance Entity to participate in these programmes;
 - (b) advise the Governance Entity in advance of any Conservation Management Strategy amendments or reviews, or the preparation of any statutory or non-statutory plans, policies or documents, including National Park Management Plan reviews, that relate to the management of those species within the Protocol Area;
 - (c) where research and monitoring projects are being carried out by the Department within the Protocol Area, where reasonably practicable provide the Governance Entity with opportunities to participate in those projects;
 - (d) advise the Governance Entity of the receipt of any completed research reports relating to any species within the Protocol Area and provide the Governance Entity with copies of those reports if requested; and
 - (e) encourage and provide advice to the Governance Entity concerning the protection or management of those species on land owned by Ngaruahine.

12. SITES OF SIGNIFICANCE

- 12.1 The governance entity consider that their wahi tapu and other places of cultural heritage significance are taonga (priceless treasures) (referred to in this Protocol as 'sites of significance'). The Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.
- 12.2 The Department has a statutory role to conserve historic places and structures in areas managed under conservation legislation. It will endeavour to do this for sites of significance in co-operation with the Governance Entity and according to Ngaruahine tikanga and international professional standards for the protection of historic sites.
- 12.3 The Department accepts that non-disclosure of sites of significance may be an option that the Governance Entity chooses to take to preserve the wahi tapu nature of places. In other cases the Governance Entity may ask the Department to treat information it provides sites of significance in a confidential way.
- 12.4 The Department and the Governance Entity shall work together to establish processes for dealing with information on sites of significance in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of the Governance Entity.



4.3: CONSERVATION PROTOCOL

- 12.5 The Department shall work with the Governance Entity at the local Departmental Office] level to respect Ngaruahine values attached to identified sites of significance on lands administered by the Department by:
- (a) discussing with the Governance Entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Ngaruahine can exercise kaitiakitanga over their sites of significance, including their ancestral lands, natural and historic resources and other taonga managed by the Department within the Protocol Area;
 - (b) when issuing concessions to carry out activities, request that the concessionaire consult with the Governance Entity before using cultural information of Ngaruahine;
 - (c) managing sites of significance with historical values according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with the Governance Entity;
 - (d) informing the Governance Entity if taonga or koiwi are found within the Protocol Area; and
 - (e) assisting in recording and protecting sites of significance where appropriate, to seek to ensure that they are not desecrated or damaged. For example, this may involve ensuring a new track does not traverse an area of particular sensitivity.

13. NATIONAL PROGRAMMES

- 13.1 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.
- 13.2 If there are any national sites and species programmes operating in the Protocol Area, the Governance Entity will be advised of them. If the Department proposes any new national sites and species programmes for the Protocol Area, the Department will consult the Governance Entity on the proposal.
- 13.3 The Department will advise the Governance Entity of the receipt of any completed research reports relating to indigenous species within the Protocol Area, and provide copies or the opportunity for the Governance Entity to study those reports.
- 13.4 The Department will encourage and provide advice to the Governance Entity concerning the protection or management of those species on land owned or managed by Ngaruahine Iwi.

14. PEST CONTROL

- 14.1 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of the Department's work. This is done in a way that maximises the value from limited resources available to do this work.



4.3: CONSERVATION PROTOCOL

14.2 The Department shall:

- (a) seek and facilitate early consultation with the governance entity on pest control activities within the Protocol Area, particularly in relation to the use of poisons;
- (b) provide the Governance Entity with opportunities to review and assess programmes and outcomes; and
- (c) where appropriate, consider co-ordinating its pest control programmes with those of the Governance Entity when the Governance Entity is an adjoining landowner.

15. RESOURCE MANAGEMENT ACT 1991

15.1 From time to time, Ngaruahine and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.

15.2 The Governance Entity and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in Resource Management Act processes.

15.3 In carrying out advocacy under the Resource Management Act 1991, the Parties shall:

- (a) discuss with each other the general approach that may be taken by Ngaruahine, and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
- (b) have regard to the priorities and issues of mutual concern identified when each Party makes decisions in respect of advocacy under the Resource Management Act; and
- (c) make resource information available to each other (subject to clause 24) to assist in improving their effectiveness in resource management advocacy work.

16. STATUTORY AUTHORISATIONS AND STATUTORY LAND MANAGEMENT

16.1 The Governance Entity will be consulted, prior to any public notification process, with regard to categories of statutory authorisations and statutory land management proposals within the Protocol Area that may impact on the cultural or historic values of Ngaruahine as identified from time to time by the Governance Entity and the Department. As the Department works within time limits to process statutory authorisations and statutory land management proposals, it will notify the Governance Entity as soon as practicable after receiving an application, and of the time frames for making submissions.

16.2 The Department will advise and encourage prospective applicants for a statutory authorisation to consult with the Governance Entity before filing their application.

16.3 The Department will advise the Governance Entity of potential opportunities for Ngaruahine to obtain statutory authorisations on public conservation land within the Protocol Area, including by providing technical advice on the concession process.



4.3: CONSERVATION PROTOCOL

17. NOMINATIONS ON BOARDS

- 17.1 The Department will as soon as practicable provide notice to the Governance Entity when nominations are being sought for appointments to the Conservation Board.

18. PLACE NAMES

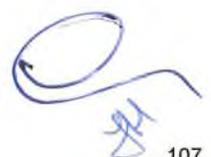
- 18.1 Where an application for a name change is made by a third party under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008 for a Crown Protected Area or any of its natural features in the Protocol Area, the Parties will consult one another on whether to support the application.
- 18.2 Where an application for a name change is made by a Party to this Protocol under the New Zealand Geographic Board (Nga Pou Taunaha o Aotearoa) Act 2008 for a Crown Protected Area or any of its natural features in the Protocol Area, then prior to the application being made, the Parties will consult one another on an appropriate name, including reinstatement of a traditional place name.
- 18.3 If either Party is considering naming or renaming conservation land or features or facilities on the conservation land, the Parties will consult one another on an appropriate name including reinstatement of a traditional place name.

19. ART WORK

- 19.1 If the Department wishes to commission or collect works of art that relate to Ngaruahine or the Protocol Area, or which will be located in the Protocol Area, the Department will seek the prior approval of the Governance Entity.
- 19.2 Where members of Ngaruahine have provided an art work for Department facilities, or a work is commissioned in accordance with clause 19.1, the Department will:
- (a) maintain a register of such works;
 - (b) ensure that these works are properly protected and maintained;
 - (c) agree with the Governance Entity any change to the work's location; and
 - (d) if the Department no longer requires the work, restore the work to the artist, or failing the artist, to the Governance Entity as kaitiaki.

20. CONSULTATION

- 20.1 Where consultation is required under this Protocol, the Department will:
- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
 - (b) provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;



4.3: CONSERVATION PROTOCOL

- (c) approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation; and
- (d) report back to the Governance Entity on any decision that is made and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

21. CHANGES TO STRUCTURE, POLICY AND LEGISLATION AFFECTING THE PROTOCOL

- 21.1 The Department will consult with the Governance Entity, with a view to preserving the intent, scope and effectiveness of the Protocol, on:
- (a) any proposed restructuring or re-organisation of the Department, including any proposed restructuring of the local Departmental Office relating to the Protocol Area; and
 - (b) any proposed legislative amendments or proposed changes to national policy affecting the Department's activities in the Protocol Area.

22. DISPUTE RESOLUTION

- 22.1 If a dispute arises in connection with this Protocol, every effort will be made in good faith to resolve matters at a local level within a reasonable time frame. If this process is not successful, the matter may be escalated to a meeting of the relevant Conservation Services Manager and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 22.2 If following the process in clause 22.1, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent, and mutually agreed mediator. The costs of mediation are to be split equally between the parties.
- 22.3 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Minister of Conservation, then that matter will be escalated to a meeting between a representative of the Governance Entity and the Minister, or their nominees, if the parties agree.

23. REVIEW AND AMENDMENT

- 23.1 The parties agree that this Protocol is a living document that may be amended and updated to take into account future developments, including any legislative or policy amendment affecting this Protocol.
- 23.2 Amendments to this Protocol may be made in accordance with the terms in Schedule 1.
- 23.3 In addition, the parties acknowledge that under section [] of the settlement legislation, this Protocol will be reviewed and, potentially replaced, following the conclusion of negotiations regarding Taranaki Maunga.



4.3: CONSERVATION PROTOCOL

24. DEFINITIONS

24.1 In this Protocol:

Conservation Management Strategy has the same meaning as in the Conservation Act 1987;

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

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

Cultural materials means plants, plant materials, and materials derived from dead wildlife or marine mammals for which the Department is responsible within the Protocol Area and which are important to Ngaruahine Iwi in maintaining and expressing its cultural values and practices;

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

Governance Entity means the trustees of the trust known as Te Korowai Ngaruahine Trustee established by trust deed dated 20 June 2013;

Ngaruahine has the meaning set out in clause 8.6 of the Deed of Settlement;

Kaitiaki means environmental guardians;

Protocol means a statement in writing, issued by the Crown through the Minister of Conservation to the Ngaruahine Iwi Governance Entity under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

Site of significance has the meaning in clause 12.1;

Tikanga Maori refers to Maori traditional customs.

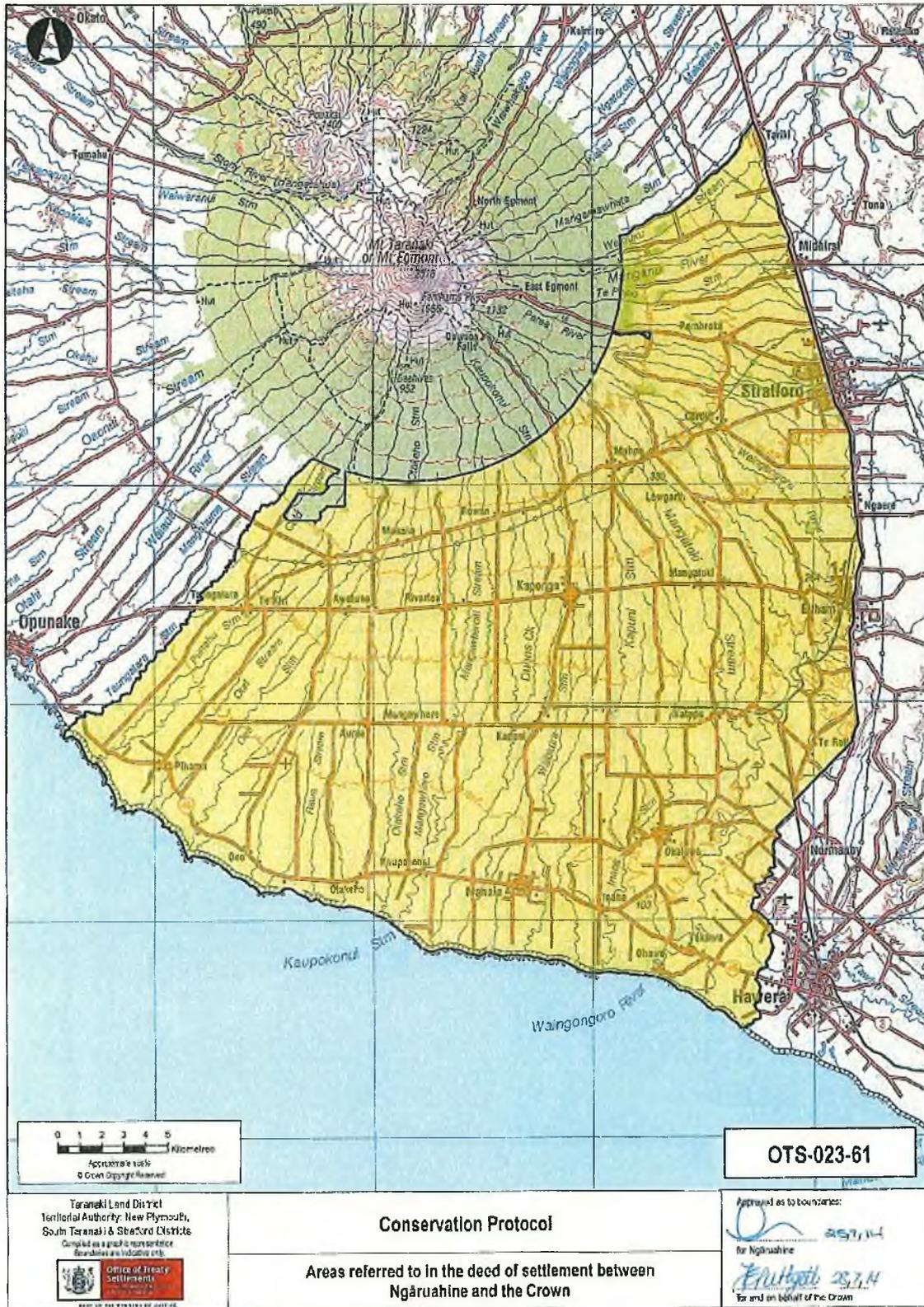


NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

4.3: CONSERVATION PROTOCOL

ATTACHMENT A

NGARUAHINE CONSERVATION PROTOCOL AREA



[Handwritten signature]

4.3: CONSERVATION PROTOCOL

SCHEDULE 1

SUMMARY OF TERMS OF ISSUE

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

1. Amendment and Cancellation

- 1.1 The Minister may amend or cancel this Protocol but only after consulting with the Ngaruahine Governance Entity and having particular regard to its views (section xx).

2. Noting

- 2.1 A summary of the terms of this Protocol must be noted in the Conservation Documents affecting the Protocol Area but the noting

2.1.1 is for the purpose of public notice; and

2.1.2 does not amend the Conservation Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (section xx).

3. Limits

- 3.1 This Protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to or interacting or consulting with anyone the Crown considers appropriate including any iwi, hapu, marae, whanau or representatives of tangata whenua (section xx);

3.1.2 restrict the responsibilities of the Minister or the Department or the legal rights of Ngaruahine (section xx);

3.1.3 grant, create or provide evidence of an estate or interest in or rights relating to:

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

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

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



4.3: CONSERVATION COVENANT

4. **Breach**

- 4.1 Subject to the Crown Proceedings Act 1950 the Governance Entity may enforce the Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (this does not exclude a Court from awarding costs incurred in enforcing the Protocol (section xx).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement. (section xx).



5. RELATIONSHIP AGREEMENTS



5.1 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT



5.1: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

1. PURPOSE OF THE RELATIONSHIP AGREEMENT

This Relationship Agreement formalises the relationship between the Ministry for the Environment and Te Korowai o Ngaruahine Trust (the **Governance Entity**) and sets up a framework to enable the parties to establish and maintain a constructive working relationship.

2. SCOPE

2.1 This Relationship Agreement will apply to all functions, responsibilities and actions of the Secretary for the Environment that affect the Ngaruahine Area of Interest (as defined in paragraph 6.1 of the general matters schedule to the Deed), but exclude the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.

2.2 The commitments of the Secretary under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandate work programme of the Ministry and the priorities of the government of the day.

3. TERMS OF ISSUE

The Deed of Settlement provides at clauses 5.36 to 5.38 that the parties will enter into a relationship agreement.

4. RELATIONSHIP PRINCIPLES

4.1 The Governance Entity and the Secretary agree to abide by the following relationship principles when implementing this Relationship Agreement and exercising their various roles and functions:

4.1.1 working consistently with Te Tiriti o Waitangi / the Treaty of Waitangi and its principles;

4.1.2 working in a spirit of co-operation;

4.1.3 operating a 'no surprises' approach;

4.1.4 acknowledging that the relationship is evolving, not prescribed;

4.1.5 respecting the independence of the parties and their individual mandates, roles and responsibilities; and

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

5. COMMUNICATION

5.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:

5.1.1 relationship meetings held in accordance with clause 6;

5.1.2 biannual regional fora held in accordance with clause 7;



**NGARUAHINE DEED OF SETTLEMENT:
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5.1: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 5.1.3 maintaining information on the Governance Entity's office holders, and their addresses and contact details;
- 5.1.4 providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
- 5.1.5 providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
- 5.1.6 informing relevant staff of the contents of this Relationship Agreement and their responsibilities and roles under it.

6. RELATIONSHIP MEETINGS

- 6.1 The parties agree that senior representatives of the Governance Entity and representatives of the Ministry will participate in an annual relationship meeting, lasting no longer than one day. The meetings will be held in a mutually agreed venue but noting that the Ministry will make all endeavours to attend the annual relationship meeting in the rohe of Ngaruahine if this is the preference of the Governance Entity.
- 6.2 Before each relationship meeting, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 6.3 The agenda for each meeting will be agreed by the parties no later than ten working days before the meeting. Standard agenda items could include:
 - 6.3.1 any legislative or policy developments of interest to Ngaruahine, including but not limited to reform of the Resource Management Act (**RMA**), freshwater issues, climate change, exclusive economic zone issues, and development of new resource management tools (in particular, national policy statements and national environmental standards);
 - 6.3.2 discussion of local authority performance in the Area of Interest in implementing Te Tiriti o Waitangi / the Treaty of Waitangi provisions in the RMA consistent with clause 8 below; and
 - 6.3.3 any other matters of mutual interest.
- 6.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 6.5 The first relationship meeting will happen within 3 months of being requested by the Governance Entity.

7. BIENNIAL REGIONAL FORA

- 7.1 The Ministry will establish a biennial regional forum in the Taranaki region to enable the Governance Entity and the mandated representatives of the other iwi of the Taranaki region to meet the Minister for the Environment (subject to the Minister's availability) and a Deputy Director from the Ministry.
- 7.2 The purpose of the biennial regional forum will be to discuss environmental issues affecting the region, including the development of any new policy and legislation. To

**NGARUAHINE DEED OF SETTLEMENT:
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5.1: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

facilitate that purpose, the Ministry will coordinate invitations to senior representatives of other government agencies with an interest in natural resources to attend the biennial regional forum where relevant, or where the Governance Entity so requests.

- 7.3 The timing of the biennial regional forum and annual relationship meeting referred to in clauses 6 and 7 will be coordinated to fall on consecutive days insofar as is reasonably practicable.
- 7.4 Prior to the Biennial Regional Forum, the Ministry will seek input from the Governance Entity and the mandated representatives of the other iwi of the Taranaki region on the following:
- 7.4.1 potential dates for the Regional Forum;
 - 7.4.2 agenda items; and
 - 7.4.3 other invitees (for example, other agencies or local authorities) to all or part of the forum.

8. LOCAL GOVERNMENT PERFORMANCE

- 8.1 The Minister for the Environment has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister also has the power to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).
- 8.2 The way these functions and powers are exercised varies from time to time. At the date of execution, the Ministry surveys all New Zealand local authorities every two years about their RMA processes on behalf of the Minister. The survey includes questions relating to Maori participation.
- 8.3 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 8.4 Before each relationship meeting held under clause 5 above, the Ministry will provide the Governance Entity with:
- 8.4.1 the most recent published information from any such survey; and
 - 8.4.2 details of any current or completed state of the environment monitoring as it relates to the Area of Interest, subject to any constraints on information sharing, including under the Official Information Act 1987 and the Privacy Act 1993.
- 8.5 The Ministry will also receive and consider any further information or comment that the Governance Entity would like to make on the effect and implementation of the RMA, including in terms of local government performance.
- 8.6 The Governance Entity acknowledges that the Ministry's ability to act on any local government performance issue is limited to:
- 8.6.1 developing practice tools for local government and Maori;
 - 8.6.2 providing information and advice to local government and Maori;



**NGARUAHINE DEED OF SETTLEMENT:
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5.1: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 8.6.3 recommending legislative improvements;
 - 8.6.4 considering whether the information gathered on the effect and implementation of the RMA is appropriate and sufficiently comprehensive; and
 - 8.6.5 considering whether the Ministry could offer support and advice, but not extending to legal advice, to any councils operating within the Area of Interest on their implementation of the RMA, and in extreme cases, whether the Minister should be informed of failures to implement sections 6(e), 7(a), or 8 of the RMA.
- 8.7 The Ministry will consider whether it is appropriate to take any of the above actions following each relationship meeting held in accordance with clause 6.
- 8.8 Nothing in this Relationship Agreement limits the rights of the Governance Entity to pursue complaints regarding local government performance to the Minister or other agencies with investigative functions.

9. AMENDMENT

The parties may agree in writing to vary or terminate the provisions of this Relationship Agreement.

10. OFFICIAL INFORMATION

- 10.1 The Ministry is subject to the requirements of the Official Information Act 1982 (**OIA**).
- 10.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that relates to this Relationship Agreement (e.g. relationship meeting minutes) that either hold.
- 10.3 The Ministry will advise the Governance Entity and seek the Governance Entity's views before releasing any information relating to this Relationship Agreement.

**5.2 RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION
AND EMPLOYMENT IN RELATION TO PETROLEUM AND MINERALS**



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
IN RELATION TO PETROLEUM AND MINERALS

AGREEMENT dated

2014

PARTIES

1. The Ministry of Business, Innovation and Employment
2. Te Korowai o Ngaruahine Trust

Each one a Party and together referred to as the Parties.

BACKGROUND

- A. In July 1999, the Wai 796 claim was filed by Tohepakanga Ngatai on behalf of Ngaruahine regarding petroleum resources within the rohe of Ngaruahine. The claim asserted that in the nineteenth century, and up to 1937, the Crown was implicated in many breaches of the Treaty whereby Ngaruahine lost their land and the petroleum that went with it. The Crown's nationalisation of the petroleum resource through the Petroleum Act 1937 without paying compensation to landowners, and without making provision for royalties, was claimed to be a further breach of the Treaty.
- B. The Waitangi Tribunal held an urgent hearing was held in 2000 to address the claims by Ngaruahine as well as Ngāti Kahungunu in relation to their interests in the petroleum resource.
- C. The Waitangi Tribunal issued its report - the *Petroleum Report* - on the petroleum claims in 2003. That report focused on issues of ownership and did not address the management of the resource.
- D. The Crown's management of petroleum formed the subject of a second Tribunal report - the *Report on the Management of the Petroleum Resource* - released in 2010. That report highlighted the 'critical importance' of procedural changes required to the current petroleum regime.
- E. In August 2012, Ngaruahine, Taranaki Iwi and Te Atiawa together commenced discussions with the Ministry as part of the Treaty settlement negotiation process. The three iwi worked collectively to negotiate this Agreement with officials from the Ministry of Business, Innovation and Employment.

AGREEMENT

1. Interpretation

- 1.1 **Definitions:** In this Agreement, the following terms have the following meanings except to the extent that they may be inconsistent with the context:

'Agreement' means this agreement and includes any amendments made in accordance with clause 15.2;

'Annual Block Offer Round Meeting' means the meeting held in accordance with clause 7;

'Annual Forum' means the meeting held in accordance with clause 6;



NGARUAHINE DEED OF SETTLEMENT:
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5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
IN RELATION TO PETROLEUM AND MINERALS

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

'**Crown-owned** minerals' means any mineral that is the property of the Crown in accordance with sections 10 and 11 of the Crown Minerals Act 1991 or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

'**Deed of Settlement**' means the Deed of Settlement dated 1 August 2014 between the Crown and Ngaruahine;

'**Governance Entity**' means the trustees of the trust known as Te Korowai Ngaruahine Trust established by trust deed dated 20 June 2013;

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

'**Minister**' means the Minister of Energy and Resources;

'**Ministry**' means the Ministry of Business, Innovation and Employment;

'**Ngaruahine**' has the meaning given to it in the Ngaruahine Deed of Settlement;

'**Ngaruahine Area of Interest**' has the meaning given to it in the Ngaruahine Deed of Settlement and is the area identified in the map included in Schedule 1 of this Agreement;

'**Relationship Manager**' means the person appointed in accordance with clause 10.1;

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

'**Treaty**' means Te Tiriti o Waitangi (the Treaty of Waitangi); and

'**Working Day**' means the days Monday through Friday exclusive of any public holiday and excluding 24 December to 2 January (inclusive).

1.2 **General construction:** In interpreting this Agreement, unless the context otherwise requires:

- (a) headings to clauses are for reference only and are not an aid in interpretation;
- (b) references to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time;
- (c) references to documents will be construed as references to those documents as they may be amended from time to time;
- (d) references to clauses are to clauses of this Agreement;



NGARUAHINE DEED OF SETTLEMENT:
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**5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
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- (e) all periods of time include the day on which the period commences and also the day on which the period ends; and
- (f) words importing the plural include the singular and vice versa and words importing gender import all genders.

2. PURPOSE

- 2.1 The purpose of this Agreement is to provide for the development and maintenance of a dynamic, respectful, robust and evolving relationship between the Parties based on the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.

3. SHARED ACKNOWLEDGEMENTS

- 3.1 The Ministry acknowledges that Ngaruahine have developed a deep understanding of the challenges and opportunities that accompany the petroleum industry. This understanding arises from their experiences with petroleum exploration and production over the last century, and their role as kaitiaki. In this role as kaitiaki, the Ministry acknowledges that Ngaruahine have a close understanding of and relationship with their environment, and therefore have relevant information to share with the Ministry and petroleum industry. The Ministry also acknowledges that Ngaruahine have growing experience in relation to the minerals sector.
- 3.2 The Ministry further acknowledges that Ngaruahine have investment and economic development aspirations, and may wish to broaden their participation and investment in the petroleum and minerals sector.
- 3.3 Acknowledging further that both the Ngaruahine and the Ministry have limited resources, both Parties commit to implementing this agreement in a way that makes the most efficient use of available resources.
- 3.4 The Parties acknowledge that, while this Agreement relates specifically to engagement over energy and resources portfolio matters, there will be opportunities for engagement on other matters that are administered by the Ministry, such as broader economic development, outside the confines of this Agreement.

4. PRINCIPLES

- 4.1 The Parties agree that in working together under this Agreement, the following high-level principles will apply:
 - (a) **Meaningful engagement and consultation:** This will include annual meetings and opportunities for discussion, with a focus on block offers and other processes;
 - (b) **Respecting information of a confidential nature:** This will include developing processes for the appropriate management of confidential information shared between the Parties;
 - (c) **Reflecting a balance between development and protection:** This will include exploring mechanisms to enhance protection of wahi taonga, while acknowledging that Ngaruahine may also seek to broaden economic development opportunities in the petroleum sector;



NGARUAHINE DEED OF SETTLEMENT:
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**5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
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- (d) **Enhancing the capacity of the Parties:** This will include, for example, opportunities for sharing information; and
- (e) **Review and evolution:** This will include the identification of a relationship manager by both Parties to maintain and enhance the relationship, and mechanisms to resolve any issues that arise in the relationship.

5. APPLICATION

5.1 **Scope:** This Agreement applies to all functions and responsibilities of the Minister of Energy and Resources and the Chief Executive of the Ministry of Business, Innovation and Employment within the Energy and Resources portfolio.

5.2 **Enforcement:** The Parties acknowledge that this Agreement is not intended to be legally enforceable, but that this does not diminish the intention of the Parties to comply with the terms and conditions of this Agreement.

5.3 **Agreement subject to rights and obligations:** For the sake of clarity, this Agreement does not override or limit:

- (a) legislative rights, powers or obligations; or
- (b) functions, duties and powers of the Minister and any officials under legislation; or
- (c) the ability of the Crown to introduce legislation and change government policy; or
- (d) the ability of the Crown to interact or consult with any other person, including any iwi, hapu, marae, whānau or their representative; or
- (e) the requirement that the Ministry act in accordance with directions from Ministers; or
- (f) the legal rights and obligations of the hapu of Ngaruahine and Te Korowai o Ngaruahine Trust.

6. ANNUAL FORUM

6.1 **Annual Forum:** The Parties agree to meet on an annual basis in a meeting to be known as the Annual Forum.

6.2 **Timing:** The Annual Forum will be timed to coincide with the Ministry's business planning process and the beginning of the annual block offer cycle (usually in May of each year).

6.3 **Agenda:** The Annual Forum will include the following agenda items:

The Annual Forum will include the following agenda items:

- (a) a discussion of policy, regulatory and work plan developments envisaged for the forthcoming year across both petroleum and minerals development;



**5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
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- (b) broad aspects of permit operations within the Taranaki region, including any compliance and relevant operational matters;
- (c) review of past year's engagement and future opportunities to develop mutual understandings and relationships;
- (d) review of early engagement, as outlined in clause 7 below, on block offers and any other competitive tenders; and
- (e) a broad indication of the Ministry's future strategy for block offer areas.

6.4 Participants

The parties agree that:

- (a) the Annual Forum will involve senior managers from both Parties; and
- (b) the best endeavours of both Parties will be made to include the eight iwi of Taranaki in the Annual Forum.

The Ministry will endeavour to facilitate participation by other regulatory bodies with a role in petroleum and minerals regulation in the Annual Forum.

6.5 Economic development

The Parties agree to discuss at the first Annual Forum, the nature of any assistance that the Ministry may be able to provide to Ngaruahine to broaden their participation and investment in the petroleum and minerals sector, and thereby benefit from the economic development opportunities that the sector can offer.

7. ANNUAL BLOCK OFFER ROUND MEETING

7.1 Annual Block Offer Round Meeting

The Parties agree to meet at an early stage of the annual block offer cycle (or other competitive tendering) and prior to formal consultation. This meeting shall be known as the Annual Block Offer Round Meeting.

7.2 Timing

The Annual Block Offer Round Meeting will take place after the process by which industry express interest in particular blocks has closed (usually in August of each year).

The meeting will be scheduled so as to allow Ngaruahine as much time as possible, taking into account the statutory timeframe, to plan their response and/or submission for the formal consultation stage. This may include, for example, planning hui, identifying issues, undertaking research, and commissioning advice.



5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
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7.3 **Agenda**

The Annual Block Offer Round Meeting will include the following agenda items:

- (a) Ministry information about the next planning year's petroleum block offer proposals (or any minerals competitive tendering) to enable the iwi to plan for any formal engagement ahead of the formal process;
- (b) sharing of information by the Parties about local issues and opportunities and an explanation by the Ministry of the potential prospectivity of the area to be covered by the block offer or competitive tender for consideration; and
- (c) if either party considers it necessary, exploration of mechanisms to enhance the Ministry's understanding of iwi issues and wahi taonga.

7.4 **Participants**

The Parties agree that the Annual Block Offer Round Meeting will involve senior managers from both Parties.

8. **FORMAL CONSULTATION**

8.1 **Permit applications**

The Parties agree that in respect of any minerals permit applications, the Ministry will consult with Ngaruahine in the following circumstances:

- (a) **Petroleum permit applications:** when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Ngaruahine Area of Interest, except where the Parties agree the application relates to a block offer over which consultation has already taken place under clause 7;
- (b) **Amendments to petroleum permits:** when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Ngaruahine Area of Interest;
- (c) **Permit applications for Crown-owned minerals other than petroleum:** when any application for a permit in respect of Crown-owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Ngaruahine Area of Interest, except where the Parties agree the application relates to a block offer over which consultation has already taken place under clause 7 or where the application relates to newly available acreage;
- (d) **Newly available acreage:** when the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Ngaruahine Area of Interest;
- (e) **Amendments to permits for Crown-owned minerals other than petroleum:** when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Ngaruahine Area of Interest;



5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
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- (f) **Gold fossicking areas:** when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Ngaruahine Area of Interest;

8.2 **Matters to be given regard to**

Each decision on an application referred to in clause 8.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity and having regard to the principles of the Treaty.

9. **OTHER ENGAGEMENT**

9.1 **Maori land and significant sites (Wahi taonga)**

The Parties agree, consistent with provisions and responsibilities within the Crown Minerals Act 1991 regime:

- (a) to enhance iwi engagement mechanisms to better provide for the protection of areas of particular importance to Ngaruahine, by means such as access by the Ministry to Ngaruahine sites of significance registers if iwi agree;
- (b) where Ngaruahine are requested to identify areas of particular importance to them, to provide greater guidance to the Ministry and Ngaruahine, the Parties will discuss:
- (i) the characteristics and nature of significant sites, including wahi taonga;
- (ii) the nature and size of the area that could reasonably be expected to be excluded or amended; and
- (iii) the nature and quality of information required in order for an application for exclusion or amendment to be adequately considered by the Ministry; and
- (c) to explore mechanisms for improving notice to Maori land owners of activities which will impact on Maori land (as defined by Te Ture Whenua Maori Act 1993).

9.2 **Review of Minerals Programmes**

The Parties agree that in respect of any minerals programme review, the Ministry will:

- (a) consider any proposals made by Ngaruahine as to the scope of any review of minerals programmes;
- (b) provide an early opportunity, before any public consultation process, for discussion with Ngaruahine of those parts of new draft minerals programmes that either party identifies as affecting Ngaruahine interests; and
- (c) meet with Ngaruahine during the public consultation phase of any minerals programme review or the minerals regime generally if the review may affect iwi interests and the governance entity requests a meeting.



**5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
IN RELATION TO PETROLEUM AND MINERALS**

The Parties will work together to identify opportunities for improving engagement by the Ministry with Ngaruahine in relation to the management of minerals.

9.3 Working Groups

Where both Parties agree, they may establish working groups to examine particular issues. This may include matters such as the identification of circumstances in which a cultural impact assessment may be useful, and the development of processes for better coordination between regulatory authorities.

9.4 Facilitating constructive engagement with industry

The Ministry will:

- (a) review information provided by the Ministry to industry on Ngaruahine and their concerns if any, and provide assistance to industry on how to build and maintain good relationships with Ngaruahine;
- (b) require permit holders to report on the engagement they have undertaken with Ngaruahine, as required by legislation, minerals programmes and/or block offer notices;
- (c) provide Ngaruahine opportunity to comment to the Ministry on a permit holders' engagement with Ngaruahine;
- (d) facilitate introductions of Ngaruahine representatives to permit holder/s as early as feasible after the allocation of a permit;
- (e) facilitate the development of industry best practice guidelines for engagement with iwi; and
- (f) where requested by the Ngaruahine, endeavour to facilitate meetings with relevant permit holders.

10. RELATIONSHIP MANAGEMENT

10.1 Relationship manager

Each party will appoint a senior representative to be their respective Relationship Manager and who will:

- (a) be the key point of contact for any matters relating to this Agreement;
- (b) oversee the implementation of this Agreement; and
- (c) be responsible for coordinating the Annual Forum in a timely manner.

10.2 Facilitating relationships outside of this Agreement

The Ministry's Relationship Manager will endeavour to facilitate introductions to other parts of the Ministry if requested to do so by Ngaruahine.



**5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
IN RELATION TO PETROLEUM AND MINERALS**

10.3 Other meetings

Outside of the annual meetings provided for under this Agreement, relevant representatives of the Parties will meet as required.

10.4 Restructuring changes in Ministry

The Ministry will notify the Governance Entity of any re-structuring or re-organising of the Ministry which might affect the operation of this Agreement.

11. INFORMATION PROVISION AND BUILDING MUTUAL CAPACITY

11.1 Information resources

The Parties agree that the Governance Entity will assist the Ministry with the development of information resources (if any) about activities relating to petroleum and minerals for use in discussion with other iwi and communities in other parts of Aotearoa/New Zealand.

11.2 Building mutual capacity

The Parties agree to work together to develop measures to enhance the capacity of both the Ministry and Ngaruahine to engage constructively with each other including:

- (a) facilitating a better understanding by Ministry staff dealing with petroleum and minerals development of issues of importance to Ngaruahine;
- (b) to the extent that resources allow, providing opportunities (such as workshops and seminars) for information sharing and expertise enhancement;
- (c) the Ministry providing information through websites and other media as appropriate to make transparent any agreements and protocols in place between the Crown and Ngaruahine, where both Parties support such publication.

12. CONFIDENTIALITY

12.1 The Parties agree that:

- (a) subject to clause 12.3, the Ministry will ensure appropriate arrangements are in place to provide for confidentiality of material provided by the Governance Entity and Ngaruahine, and identified by either the Governance Entity or Ngaruahine as requiring such confidentiality;
- (b) the Governance Entity will ensure appropriate arrangements are in place to provide for confidentiality of material provided by the Ministry and identified by the Ministry as requiring such confidentiality.

12.2 Subject to clause 12.3, with regard to information sharing and confidential information, the Ministry will, on request, make available to Ngaruahine existing information held by, and reasonably accessible to, the Ministry that is directly relevant to Ngaruahine with regard to this Agreement.

**5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
IN RELATION TO PETROLEUM AND MINERALS**

12.3 Clauses 12.1 and 12.2 do not apply to information either:

- (a) that the Ministry is legally prevented from providing (for example, information that is subject to an obligation of confidentiality or non-disclosure); or
- (b) that the Ministry is legally required to provide, for example under the Official Information Act 1982.

13. COMPLIANCE

If it becomes apparent that elements of this Agreement may not be achievable, the Parties will raise this with each other as soon as possible and work towards a common understanding of the issues and a positive way to address those elements.

14. DISPUTE RESOLUTION (ESCALATION OF MATTERS)

14.1 Dispute resolution process

The dispute resolution process is as follows:

- (a) If one party considers that there has been a breach of this Agreement, then that party may give written notice to the other that they are in dispute.
- (b) As soon as practicable upon receipt of the notice referred to in clause 14.1, the Parties' representative(s) will meet to work in good faith to resolve the issue.
- (c) If the dispute has not been resolved within 20 Working Days of receipt of the notice, the Chief Executive of the Ministry and the Chief Executive Officer/ General Manager of the Governance Entity will meet in good faith to resolve the issue.
- (d) If the dispute has not been resolved within 20 Working Days of the meeting set out in clause 14.1(c), the Chair of the Governance Entity or nominee will meet in good faith with the Minister to resolve the issue.

15. REVIEW AND AMENDMENT

15.1 Review

The Parties agree that this Agreement is a living document which can be updated and adapted to take account of future developments and additional relationship opportunities.

This Agreement will be reviewed within three years of the date on which it is entered and thereafter every three years. The matters to be covered by the review will be agreed between the Parties.

Where the Parties cannot reach agreement on any review or variation proposal they will use the escalation processes contained in clause 13 above.

15.2 Amendment

The Parties may vary or cancel this Agreement at any time by agreement in writing.

NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
IN RELATION TO PETROLEUM AND MINERALS

EXECUTION

SIGNED for and on behalf of the
Ministry of Business, Innovation and
Employment

[insert name and position]

SIGNED for and on behalf of the
Te Korowai o Ngaruahine Trust

[insert name and position]



NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

5.2: RELATIONSHIP AGREEMENT WITH THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT
IN RELATION TO PETROLEUM AND MINERALS

Schedule 1: Ngaruahine Area of Interest



[Handwritten signature]

6. ENTITIES FOR LETTERS OF INTRODUCTION



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

Department of Internal Affairs (National Library and Archives functions)

Ministry for Business, Innovation and Employment

Ministry of Education

Ministry of Health

Ministry of Justice

Ministry of Maori Development

Ministry of Social Development

New Zealand Police

Environmental Protection Authority

Fish and Game Council of New Zealand

Heritage New Zealand Pouhere Taonga

New Zealand Transport Agency

Stratford District Council

Museums:

- Akaroa Museum Te Whare Taonga
- Central Stories Museum & Art Gallery
- Lakes District Museum
- Staveley Historical & Geological Centre
- Ashburton Museum
- Devonport Historical & Museum Society Inc
- Auckland War Memorial Museum
- Ernst & Marion Davis Library
- Auckland Museum
- Huia Settlers Museum
- Onehunga Fencible & Historical Society Inc
- Howick Historical Village
- Papatoetoe Historical Society
- South Otago Museum
- Millenium Public Art Gallery
- Marlborough Provincial Museum & Archives
- Cambridge Museum
- Mount Bruce Pioneer Museum
- Carterton Districts Historical Society
- Chatham Islands Museum
- Cheviot Museum
- Canterbury Museum
- Sound Archives / Nga Taonga Korero
- Belfast District Museum
- Canterbury Centre for Historic Photography & Film Inc



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

- New Brighton Heritage Museum
- Yaldhurst Museum
- Clyde Historical Museum
- Coromandel School of Mines & Historical Museum
- Old Cromwell Town
- Cust & Districts Historical Records Society Inc
- Dannevirke Gallery of History
- Homebush Museum
- Hororata Museum
- Hocken Collections Uare Taoka o Hakana
- Otago Museum
- Otago Settlers Museum
- Waikouaiti District Musuem
- Otago Peninsula Museum & Historical Society
- Port Chalmers Regional Maritime Museum
- Eketahuna & Districts Early Settlers Museum Society
- Featherston Heritage Complex Society Inc
- Foxton Historical Society Museum
- Geraldine Historical Society Museum
- Tairāwhiti Museum
- Gore Historical Museum
- Hokonui Pioneer Park
- Northern Buller Museum
- Cobblestones Wairarapa Regional Settlers Museum
- Waikato Museum
- Waipara County Historical Society Museum
- Aotea Utanganui Museum of South Taranaki
- Tawhiti Museum
- Hikurangi Historical Museum
- Jack Morgan Museum
- Hokitika Museum
- Hunterville & District Settlers Museum
- Amuri Historical Society Inc
- Southland Museum
- Whangaroa County Museum & Archives Society Inc
- Kaiapoi Museum
- Kaikohe Pioneer Village
- Te Waimate Mission
- Kaikoura District Museum and Archives
- Far North Regional Museum
- Karamea Centennial Museum
- Sir James Fletcher Kawerau Museum
- Kawhia Regional Museum Gallery
- Rewa's Village
- Kemp House & Stone Store
- Upper Waitaki Pioneer Museum & Gallery
- The Dowse Art Museum
- Petone Settlers Museum Te Whare Whakaaro o Pito-One
- Lyttelton Historical Museum
- Mangawhai Museum
- Butler Point Whaling Museum & 1840s House

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

- Flaxbourne Settlers Museum
- Martinborough Colonial Museum
- Marton Historical Village
- Kaiparoro Historic House Museum
- Aratoi Wairarapa Museum of Art & History
- The Kauri Museum Matakohe
- Firth Tower Museum
- Matura & Districts Historical Society Inc
- Middlemarch Museum
- Tokomairiro Historical Society
- Tainui Historical Society Museum
- Morrin Museum
- Motueka District Museum
- Murchison District Historical & Museum Society
- Hawke's Bay Museum & Art Gallery
- Maniatoto Early Settlers Museum
- The Nelson Provincial Museum
- The Suter Te Aratoi O Whakatu
- Founders Heritage Park
- Bishops School
- Puke Ariki
- Time Travellers Museum
- North Otago Museum
- Mangungu House
- Okains Bay Maori and Colonial Museum
- Hokianga Museum
- Taieri Historical Museum
- Otaki Museum
- Courthouse Museum & Waka House Nga Whare Taonga
- Waitomo Museum of Caves
- Otorohanga Kiwi House & Native Bird Park
- Oxford Museum
- Paeroa & District Historical Society Museum
- Pahiatua & Districts Museum Society
- Waitangi National Trust (Treaty House)
- Te Manawa
- Papakura & Districts Museum
- Piopio & District Museum
- Pirongia Historic Visitor Centre
- Pleasant Point Museum & Railway
- Pataka Museum of Arts and Cultures
- Puhoi Historical Society Inc
- Raglan & District Museum Inc
- Kowai Archives Society
- Northbrook Museum
- Rangiora & Districts Early Records Society & Museum
- Inangahua Local History Display
- Blacks Point Museum
- Renwick Musuem & Watson Memorial Library
- Otautau Museum
- Te Hikoi, Southern Journey

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

- Rotorua Museum of Art & History
- Te Amorangi Trust Museum Inc
- Buried Village Incorporating the Museum of Te Wairoa
- Russell Museum
- Owaka Museum
- Rakiura Museum
- Taranaki Pioneer Village
- Taihape & District Museum & Historical Society
- Golden Bay Museum and Gallery
- Taupo Museum
- Brain Watkins House Museum
- Western Bay of Plenty Culture & Heritage Collection Facility
- Te Aroha & Districts Museum
- Te Awamutu Museum
- Rangiriri Battle Site Heritage Centre
- South Canterbury Museum
- Tirau Museum
- Waikawa Museum & Information Centre
- Tuakau & Districts Museum Society Inc
- Waiheke Island Historic Museum
- Waihi Arts Centre & Museum Association (Inc)
- Kapiti Coast Museum
- Waimate Museum
- National Army Museum
- Central Hawkes Bay Settlers Museum
- Waipu Museum
- Wairoa District Museum
- Waiuku Museum
- Warkworth & District Museum
- Museum of Wellington City and Sea
- Wellington Tramway Museum
- The NZ Film Archive
- National Library Gallery
- Te Papa Tongarewa
- National Services Te Paerangi (Te Papa)
- Wellington Museums Trust
- Archives New Zealand
- The Reserve Bank of NZ Museum
- Albertland & Districts Museum Inc
- Coaltown Museum
- Whakatane District Museum & Gallery
- Whanganui Regional Museum
- Whanganui Riverboat Centre Museum
- Whangarei Art Museum
- Whangarei Museum & Kiwi House at Heritage Park
- Mercury Bay Regional Museum
- Woodville Pioneer Museum Society Inc
- Wyndham & District Historical Museum
- Thames Historical Museum
- Rai Valley Cottage
- Westland Industrial Heritage Park

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

- Methodist Church of NZ Archives
- Fairlie Museum
- Adam Art Gallery Te Pātaka Toi
- Agricultural Heritage Museum
- Aigantighe Art Gallery
- Air Force Museum of New Zealand
- Alberton
- Alexander Turnbull Library
- Anderson Park Art Gallery
- Apiti Museum
- Art Deco Trust
- Arts Centre of Christchurch
- Artspace
- Artstation
- Ashburton Art Gallery
- Ashburton Aviation Museum
- Ashburton Railway & Preservation Society, Plains Museum
- Ashburton Vintage Car Club Museum
- Ashley Park - Memory Lane Museum
- Auckland Art Gallery
- Auckland Medical Research Foundation Medical Sciences Learning Centre
- Auckland National Library Centre
- Awarua Communications Museum
- Bank of New Zealand Heritage - Museum, Archives and Art Collection
- Bella Street Pumphouse Preservation Society
- Birkenhead Museum
- Blackball Museum Trust
- Blue Oyster Art Project Space
- Bluff Maritime Museum
- Bohemian Settlers Museum
- Brayshaw Heritage Park Museum Park
- British Car Museum
- Broadgreen Historic House
- Brunner Mine Industrial Site
- Bulls Museum
- Bushmen's Museum Tuatapere
- Cable Car Museum
- Calder & Lawson Gallery
- Canterbury Railway Society Inc
- Canterbury Steam Preservation Society Inc
- Cape Egmont Lighthouse Museum
- Capital E
- Carter Observatory
- Carterton Railway Museum
- Centre of Contemporary Art
- Charlotte Museum Trust
- Christchurch Art Gallery
- Christchurch Returned Services Association Military Museum
- City Gallery Wellington
- Claphams National Clock Museum
- Clarks Mill



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

- Classic Flyers New Zealand
- Clendon House
- Clevedon & Districts Historical Society
- Coach House Museum
- Collingwood Museum
- Colonial Cottage Museum
- Connect NZ Ltd
- Corban Estate Arts Centre
- Corwar Lodge
- Cotter Medical History Trust
- Couldrey House
- Cromwell & Districts Museum
- Croydon Aviation Heritage Trust
- Dalmatian Genealogical & Historical Society
- Dargaville Museum
- De Molen Dutch Windmill
- Denniston: Friends of the Hill
- Dunedin Gasworks Museum
- Dunedin Public Art Gallery
- Dunsandel Historic Society
- East Coast Museum of Technology
- Eastern Southland Gallery
- EcoWorld Science Heritage & Education Trust
- Eden Hore's Fashion Museum
- Edendale Vintage Machinery Club
- Edwin Fox Maritime Center
- Enjoy Public Art Gallery
- Estuary Arts Centre Orewa
- Ewelme Cottage
- Expressions Arts & Entertainment Centre
- Faraday Centre Technology Museum & Science Centre
- Feilding & District Steam Rail Society
- Fell Locomotive Museum
- Ferrymead Heritage Park
- Fiordland Museum Trust
- Fiordland Vintage Machinery Museum
- Fire Brigadesman's Museum
- Fletcher House
- Forrester Gallery
- Foxton Flaxstripper Museum
- Frank Sargeson's House
- Fresh Gallery Otago
- Fun Ho! National Toy Museum
- Fyffe House
- Geoff Wilson Gallery
- Geological Collections, School of Environment
- Geology Museum: University of Otago
- George Fraser Gallery
- Geraldine Vintage Car & Machinery Museum
- Glenbrook Vintage Railway Charitable Trust Board
- Glentunnel Museum

NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

6. ENTITIES FOR LETTERS OF INTRODUCTION

- GNS Science National Paleontology Collection
- Golden Bay Machinery & Early Settlers Museum
- Golder Homestead Museum Society Inc
- Goldfields Mining Centre
- Gore Airforce Museum
- Gottfried Lindauer Replica Studio
- Govett-Brewster Art Gallery
- GridHeritage
- Gus Fisher Gallery, Centre for Art Studies
- Hastings City Art Gallery
- Havelock Museum Society Inc
- Hayes Engineering Works
- Heartland Heritage Trust
- Hector Country Music Heritage Museum
- Helensville Pioneer Museum
- Heritage Kaikohe
- Heron Steam Museum
- Highwic
- Historic Transport Museum Trust
- History House Greymouth
- Hokonui Moonshine Museum
- Hollyford Museum Charitable Trust
- Hurworth Cottage
- Hyde Park Museum
- International Antarctic Centre
- International Police Museum
- Isel House
- Janet Frame House
- Johnston Collections
- Journey's End Cottage & Laishley House & Block House
- Jubilee Fire Museum
- Kahutara Taxidermy Gallery
- Katherine Mansfield Birthplace
- Katikati Heritage Museum
- Kawakawa Memorial Library Museum
- Kawana Mill
- Kinder House
- Kurow Museum & Information Centre
- Lake House Arts Centre
- Larnach Castle
- Left Bank Art Gallery
- Liffey Cottage
- Lillia's Lace Museum
- Lopdell House Gallery
- Luttrells White Pine Gardens and Museum
- Lysaght Watt Gallery
- Macmillan Brown Library
- Mahara Gallery
- Mainline Steam Trust Parnell
- Mainly Military Museum
- Manawatu Medical Museum

**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

- Mangere Arts Centre - Ngā Tohu o Uenuku
- Mangere Mountain Education Centre
- Mansion House, Department of Conservation
- Marlborough Gallery
- Marlborough Vintage and Farm Machinery Society (Inc)
- Masonic Museum of United Masters Lodge No 167
- Matamata Historical Society
- Matanaka Farm Buildings
- McCahon House Trust
- Milton Information & Museum Tokomairiro Historical Society
- Morrinsville Historical Society
- Mt Somers Museum
- MTG Hawke's Bay
- Museum of Audio Visual Technology & Cinema
- Museum of Aviation (Kapiti) Inc
- Museum of Childhood
- Museum of Deaf Education in New Zealand
- Museum of New Zealand Te Papa Tongarewa
- Museum of Transport & Technology (MOTAT)
- Naseby Motoring Museum
- Nathan Homestead
- National Railway Museum of NZ
- National Scout Museum
- National Transport & Toy Museum
- National War Memorial
- Nelson Provincial Museum
- New Zealand Academy of Fine Arts
- New Zealand Arthropod Collection (NZAC)
- New Zealand Cartoon Archive
- New Zealand Cricket Museum
- New Zealand Cultural Heritage Charitable Trust
- New Zealand Fashion Museum
- New Zealand Marine Studies Centre
- New Zealand Organ Manufactory and Museum
- New Zealand Police Museum
- New Zealand Portrait Gallery
- New Zealand Railway & Locomotive Society
- New Zealand Rugby League Museum
- New Zealand Rugby Museum
- New Zealand Sports Hall of Fame
- New Zealand Trolley Bus Museum
- Norsewood Pioneer Museum Inc
- North Otago Electricity Heritage Trust
- Northland Firehouse Museum
- Northland Medical Museum Trust
- Northland Society of Arts
- NZ Alpine & Agriculture Encounter
- Oamaru Steam & Rail Restoration Society
- Objectspace
- Ocean Beach Railway
- Old St Paul's



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

- Old Te Aute Store Museum
- Olveston Historic House
- Olympic Museum Gallery He Pataka Taumahekeheke
- Omapara Aviation Heritage Centre
- Onga Onga Museum Complex
- Onslow Historical Society
- Ophir Post Office
- Opotiki Museum
- Oratia Folk Museum
- Otago Goldfields Heritage Trust (and Cavalcades)
- Otago Vintage Machinery Club Museum
- Our City O-Tautahi
- Paekakariki Rail & Heritage Museum
- Paeroa Historical Maritime Museum & Park
- Panmure Stone Cottage
- Papakura Art Gallery
- Parliamentary Precinct
- Percy Thomson Gallery
- Pete's Pioneer and Transport Museum
- Picton Heritage & Whaling Museum
- Pigeon Valley Steam Museum Inc
- Pioneer Hall
- Pointon Collection of Cars & Costume
- Polish Heritage Trust Museum
- Pompallier
- Porirua Hospital Museum
- projectspace B431
- Pukekohe Pioneer Cottage
- Railway Enthusiasts Society
- Ranfurly Art Deco Gallery
- Reefton School of Mines
- Reserve Bank of New Zealand Museum
- Riccarton House & Bush
- Richmond Cottage
- Riverlands Cob Cottage
- Ross Goldfields Heritage & Information Centre
- Rotorua RSA Museum
- Royal Albatross Centre
- Royal New Zealand Army Medical Corps Museum
- Royal New Zealand Engineer Corps Memorial Museum
- Royal New Zealand Naval Volunteer Reserve Association (Otago) Museum
- Ruapuna Park & Museum
- Salvation Army Territorial Archives & Museum
- Sarjeant Gallery Te Whare o Rehua Whanganui
- Science Alive!
- Shannon Historic Railway Station Museum
- Shantytown Heritage Park
- Shark Nett Gallery
- Silky Oak Chocolate Company Museum
- Silver Stream Railway
- Silverdale Districts Historical Society



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

- Somerset Farm Settlers Cottage
- Somerville Park
- Sound Archives Nga Taonga Korero
- South Canterbury Aviation Heritage
- South Canterbury Traction Engine & Vintage Steam Club Inc
- Southland Fire Service Museum Society Inc
- Southward Car Museum
- St Andrews College Museum
- ST Paul St Gallery
- St. John Archive - Northern Region
- Steam Incorporated
- Stewart Island Rakiura Museum
- Stratford Hospital Museum
- Sumner Museum
- Taranaki Aviation Transport & Technology Museum
- Taranaki Country Music Hall of Fame
- Taupō Museum
- Tauranga Art Gallery
- Tauranga Heritage Collection
- Tauranga Military Collection
- Te Ahu Heritage
- Te Aka Matua Research Library - Te Papa Library
- Te Kauwhata Settlers Museum
- Te Kōputu a te Whanga a Toi - Whakatāne Library & Exhibition Centre
- Te Kuiti & Districts Historical Society Inc
- Te Puia
- Te Tuhi
- Templeton Flaxmill Museum
- Temuka Courthouse Museum
- Terrace Station at Hororata
- Teviot District Museum
- Thames School of Mines & Mineral Museum
- The Clyde Station Museum
- The Depot
- The Elms Mission House & Gardens
- The Emilia Maud Nixon Garden of Memories - Te Raukohekohe Museum
- The Gables Colonial Hospital
- The Hermitage Hotel - Sir Edmund Hillary Alpine Centre & Museum
- The New Brighton & Districts Historical Society and Museum Incorporated
- The Packard and Pioneer Museum
- The Pah Homestead, TSB Bank Wallace Arts Centre
- The Physics Room
- The Printing Museum
- The Station House
- The Thornycroft Torpedo Boat Museum
- The Treasury
- The Village Gallery
- The Wool Shed
- Thomson Motorcycle Museum
- Thornbury Vintage Tractor Museum
- Tokomaru Steam Engine Museum



**NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS**

6. ENTITIES FOR LETTERS OF INTRODUCTION

- Torbay Historical Society
- Torpedo Bay Navy Museum
- Totara Estate
- Tramway Historical Society
- TSB Bowls New Zealand Museum
- Tuakau & District Museum
- Tuapeka Goldfields Museum
- Turnbull Gallery
- TVNZ Television Archive Paenga Māpuna
- University of Waikato Art Collection
- Uxbridge Creative Centre
- Victoria Battery Tramway and Museum Waikino
- Victorian Oamaru Historic Precinct
- Voyager New Zealand Maritime Museum
- W.D. Trotter Anatomy Museum
- Waiheke Community Art Gallery
- Waihemo Heritage Trust Museum
- Waikaia Switzer's Museum
- Waikato Coalfields Museum
- Waikato Historical Society Inc
- Waimakariri Art Collection Trust
- Wainuiomata Historical Museum Society
- Waiuku Museum Society
- Wallace Gallery
- Warbirds and Wheels
- Waverley Railway Museum
- Wellington City Archives
- West Otago Vintage Club
- Whangaroa County Museum & Archives Society Inc
- Whittaker's Musical Museum
- Woolshed Museum
- World of WearableArt™ & Classic Cars Museum
- Wrights Hill Fortress Restoration Society Inc
- Wyndham Park Heritage Centre



7. EASEMENTS

7.1 TE KOHINGA PROPERTY EASEMENT

NGARUAHINE DEED OF SETTLEMENT:
DOCUMENTS

7.1: TE KOHINGA PROPERTY EASEMENT

Easement instrument to grant easement or *profit à prendre* or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

[INSERT NAMES OF TRUSTEES OF TE KOROWAI O NGARUAHINE TRUST]

Grantee

SOUTH TARANAKI DISTRICT COUNCIL

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to drain storm water	Shown 'A' on the diagram attached	[Crown Land (SO 10627) Subject to Survey]	In gross

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are varied the provisions set out the Annexure Schedule.



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7.1: TE KOHINGA PROPERTY EASEMENT

ANNEXURE SCHEDULE

1. DEFINITIONS

"**Drain Stormwater**" means rain, spring, soakage or seepage and includes water accumulated on other land and from any public land or street.

"**Easement Facility**" means any pipes, conduits, open drains, open channels, pumps, tanks (with or without headwalls), manholes, valves, surface boxes and other equipment suitable for that purpose (whether above or under the ground), as at the date of this Instrument;

"**Grantee**" means the person shown as grantee on the first page of this Instrument and where applicable includes its successors and its agents, employees, contractors, tenants, licensees and invitees;

"**Grantor**" means the person named as grantor on the first page of this Instrument and where applicable includes its successors in title and its agents, employees, contractors, tenants, licensees and invitees;

"**Servient Land**" means the servient tenement described in Schedule A of this Instrument; and

"**Stipulated Course**" means the area shown 'A' on the diagram attached.

2. GRANT OF DRAINAGE EASEMENT

2.1 **Rights to Drain Stormwater:** The Grantor grants to the Grantee as an easement in gross in perpetuity the right to take, convey and drain stormwater without obstruction and in any quantity through the Easement Facility via the existing closed conduits now laid through the Stipulated Course and to discharge the stormwater and water beyond the Servient Land.

2.2 The Grantee also has the right, subject to clause 3, to enter the Stipulated Course and any other parts of the Servient Land as are reasonable to do the following work:

(a) to inspect, maintain, repair, dig up, alter, renew or replace the Easement Facility (including replacement with an Easement Facility of the same or larger diameter); and

(b) to do anything else in the full exercise of the rights in this Instrument, with the Grantee's agents, contractors and employees, and with or without tools, plant, equipment, and vehicles but, for the avoidance of doubt, the rights granted under this easement do not include a right to locate or construct any open channel on the Servient Land.

2.3 The Grantee may leave any vehicles or equipment on the Servient Land for a reasonable period of time if work is being carried out on or in connection with the Easement Facility.

2.4 The Grantee will ensure that any work it performs is carried out in a proper and workmanlike manner.



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2.5 The Grantee will not be liable for, or pay any compensation for any damage to any improvements such as fences, structures, paving, surfacing, tree, shrub or plants etc, that have extended or encroached upon the Stipulated Course if such damage arises due to a breach of the Grantor's obligations in clause 4 of this Instrument.

2.6 The Grantee has no obligation to direct, convey or lead stormwater and water through the Easement Facility via any mix of closed conduits through the Servient Land continuously or at all.

3. ACCESS

3.1 The Grantee's right of access in clause 2.3 may only be exercised on giving reasonable notice to the Grantor, except in an emergency.

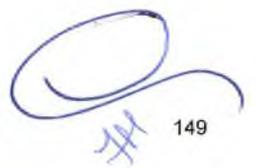
3.2 When obtaining access to the Stipulated Course, the Grantee must:

- (a) so far as is practicable, use existing driveways and other areas suitable for access;
- (b) in exercise of the powers hereby granted, endeavour to take reasonable and proper care not to damage the Servient Land or any property of the Grantor;
- (c) reinstate the surface of the Servient Land to the same condition as soon as possible after any works have been completed, and resurface it if necessary with appropriate materials; and
- (d) repair any fences or other improvements and replace any trees, shrubs and plants which have been destroyed or severely damaged on the Servient Land by the Grantee while accessing the Stipulated Course.

4. GRANTOR'S OBLIGATIONS

4.1 The Grantor may not:

- (a) plant any trees, shrubs or other vegetation or erect or establish of any structure or surfacing whatsoever (excluding approved standard pathways, driveways and boundary fences that may cross over the Stipulated Course or Easement Facility at a right angle for a short length) on any part of the Stipulated Course, or do any act or acts which:
 - (i) in the opinion of the Grantee interfere with the Grantee's rights to this Instrument; or
 - (ii) endanger or cause nuisance to the Grantee's operations, works, employees, agents or contractors in the course of their duties under this Instrument; or
 - (iii) transgress any by-law of the Grantee or any statutory regulation relating to any of the Grantee's installations, works, or facilities on the Stipulated Course;
 - (iv) change the existing surface levels of the Stipulated Course except with the Grantee's prior approval;



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- (v) cause or allow any damage to occur to the Easement Facility; or
- (vi) do anything or allow anything to be done which would interfere with, or affect, the rights of the Grantee under this Instrument.

5. MAINTENANCE

The Grantee shall maintain the Easement Facility in the Stipulated Course so that it does not become a nuisance or a danger, including maintaining the growth of any trees, shrubs or vegetation over the Stipulated Course

6. NO POWER TO TERMINATE

There is no implied power in this Instrument for the Grantor to terminate the rights granted under this Instrument due to the Grantee breaching any term of this Easement or for any other reason, it being the intention of the parties that the rights granted will continue forever unless surrendered.

7. STATUTORY RIGHTS

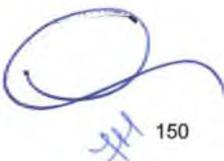
The easement rights in this Instrument vary those set out in the Fourth Schedule to the Land Transfer Regulations 2002, but otherwise this Instrument does not affect any statutory powers which the Grantee may have.

8. DISPUTES

If any dispute arises between the Grantor and Grantee about the rights in this Instrument which cannot be resolved by negotiation, the parties must submit at the request of either party to the arbitration of an independent arbitrator. This arbitrator is to be appointed jointly by the parties and, if they cannot agree on one within 14 days, by the President for the time being of the District Law Society where the Servient Land is situated. The arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any statute which replaces it. The parties' execution of this Instrument is to be treated as a submission to arbitration.

9. GRANTEE'S RIGHTS AND OBLIGATIONS

- 9.1 The Grantee may exercise and enjoy with regard to this Instrument all authorities, powers, rights, remedies, immunities from liability, privileges, liberties and licences contained or implied herein or (without being limited or restricted by anything herein) which it now or in the future may possess or be entitled to or have vested in it by virtue of any statute or at law. In particular nothing herein contained shall be deemed to abrogate, limit, restrict or abridge any of the rights, powers and remedies vested in the Grantee by the Local Government Act 1974 or the Public Works Act 1981 or any amendment thereto or any Act or Acts passed in substitution therefore.
- 9.2 Any installations laid by the Grantee on the Easement Facility shall remain at all times the property of the Grantee subject to its exclusive supervision and control, and may at any time be removed by the Grantee in its sole discretion without incurring any liability to the Grantor except as may be herein expressly provided.
- 9.3 The Grantee may assign, transfer or licence all or any part of its interest in this Instrument or part thereof, first obtaining the written consent of the Grantor.


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10. INDEMNITY

The Grantee shall indemnify the Grantor against all actions, suits, proceedings, claims and demands which may be brought or made against the Grantor as a direct result of the exercise by the Grantee of any of the rights granted by this Instrument.

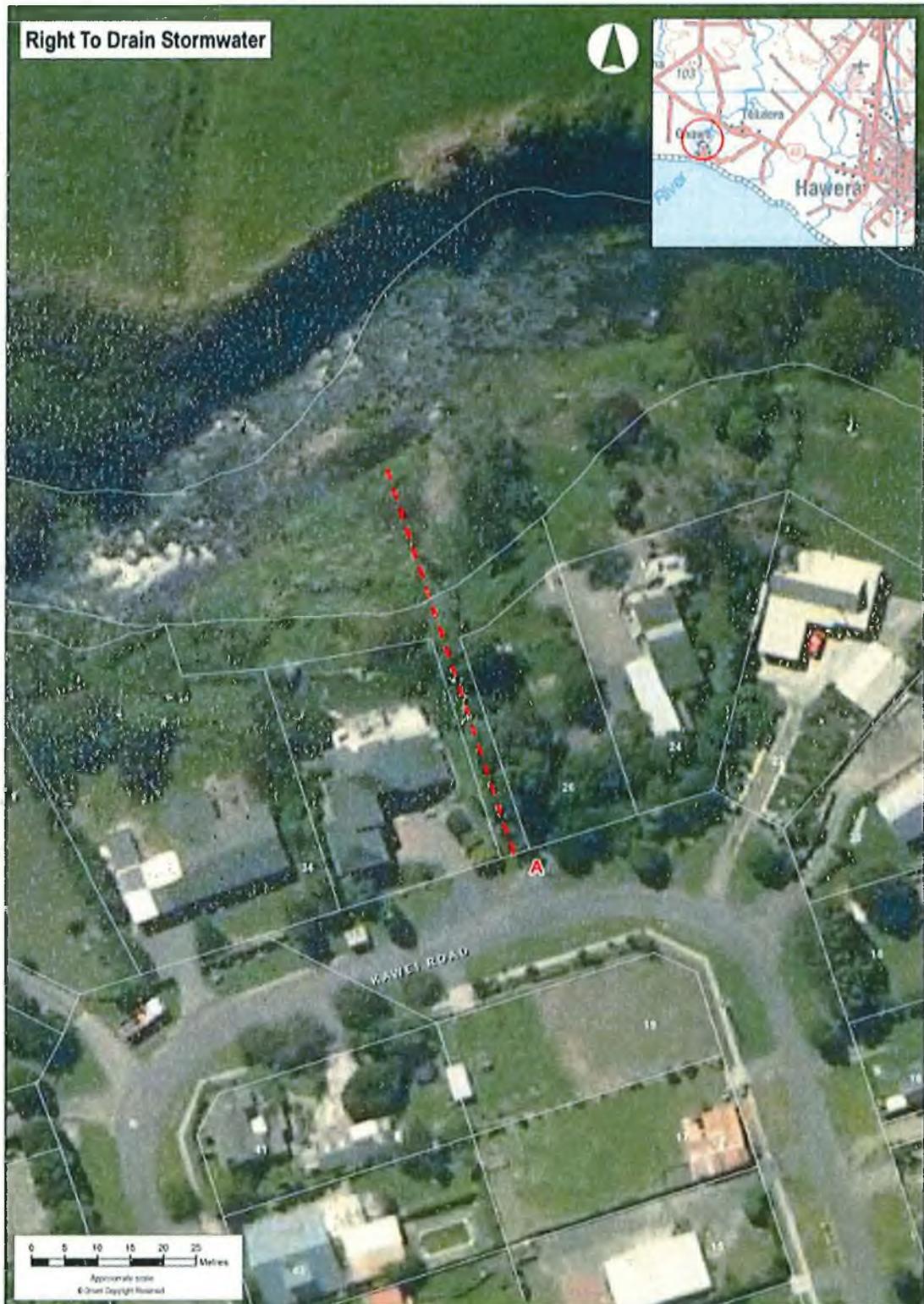
11. NOTICES

Any notice required to be given to the Grantor by the Grantee shall be deemed sufficiently served if delivered personally or sent by prepaid post to the addressee's last known address in New Zealand or in the case of a body corporate, its registered office. Any notice personally delivered or posted shall be valid if served or given under the hand of any authorised representative of the notifying party.


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7.1: TE KOHINGA PROPERTY EASEMENT



7.2 TE NGUTU O TE MANU SITE A EASEMENT



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7.2: TE NGUTU O TE MANU SITE A EASEMENT

Form of easement to be confirmed.



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