

NGĀTI HĀUA

and

TE WHIRINGA KĀKAHO O NGĀTI HĀUA

and

THE CROWN

**DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS**

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1. CONSERVATION PARTNERSHIP AGREEMENT

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1: CONSERVATION PARTNERSHIP AGREEMENT

TE TAUMARU TAIAO

CONSERVATION PARTNERSHIP AGREEMENT

agreed by

the Minister of Conservation and the Director-General of Conservation

and

Ngāti Hāua Post-Settlement Governance Entity

through the Ngāti Hāua Deed of Settlement

1 PURPOSE

- 1.1 This Conservation Relationship Agreement (“**Agreement**”) sets out how the Minister of Conservation, the Department of Conservation / Te Papa Atawhai (“**the Department**”) and the Ngāti Hāua Post-Settlement Governance Entity (“**the Governance Entity**”) will work together in fulfilling the Strategic Objectives agreed in accordance with clause 4.1.
- 1.2 This Agreement sets out a framework to foster the development of a positive, collaborative and enduring relationship into the future between the Governance Entity and the Department in a spirit of partnership under Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 This Agreement provides for opportunities for collaboration to recognise the responsibility of Ngāti Hāua as tangata whenua of land, waters and indigenous flora and fauna in a way that will preserve, protect, and manage, including management of the use of natural and historic resources.
- 1.4 This Agreement should be read alongside the Ngāti Hāua Deed of Settlement.
- 1.5 This Agreement will apply within the Ngāti Hāua Rohe/Area of Interest, as shown in Schedule 1 to this Agreement (“Area of Interest”).

2 ROLES & RESPONSIBILITIES

- 2.1 The Ngāti Hāua Post-Settlement Governance Entity, the Minister of Conservation and the Director-General of Conservation are committed to the restoration and protection of

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the health and wellbeing of the Ngāti Hāua Rohe/Area of Interest for present and future generations.

- 2.2 Ngāti Hāua wishes to record their origins and values, set out in clauses 2.4 and 2.5 of this Agreement, in all relationships with Crown agencies. The Ngāti Hāua and Te Pou Tikanga sections will be outlined in the Deed of Settlement. If there is any inconsistency with text and provisions the Deed of Settlement will prevail.
- 2.3 The Department, as part of the Crown, acknowledges and respects the importance of Te Pou Tikanga to Ngāti Hāua.
- 2.4 **Ngāti Hāua**

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our
future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.

Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that
rose from below the ocean surface.*

Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary

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rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.

Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

2.5 Te Pou Tikanga

Te Pou Tikanga are the innate values that uphold the tino rangatiratanga of Ngāti Hāua.

Ngāti Hāuatanga: Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.

Riri Kore: Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.

Rongo Niu: Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.

Rangitengaue: Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.

Kokako: Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.

Tapaka: He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.

Tamahina: Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

2.6 The Department of Conservation / Te Papa Atawhai

The Department of Conservation / Te Papa Atawhai is the central government agency charged with the responsibility for managing and promoting conservation of the natural and historic resources of New Zealand under the Conservation Act 1987 and the statutes listed in Schedule 1 of the Act ("**Conservation Legislation**"). The Department has a responsibility under section 4 of the Conservation Act 1987 to interpret and administer the Conservation Legislation so as to give effect to the principles of the Treaty of Waitangi.

3 COMMUNICATION & CONSULTATION

3.1 The Department and the Governance Entity will maintain effective and efficient communication with each other on an ongoing basis by:

- (a) maintaining up to date contact details;
- (b) meeting on issues of shared interest that relate to the Area of Interest:
 - (i) in accordance with the commitments in this Agreement; and
 - (ii) as agreed by the Governance Entity and the Department; and

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- (c) advising each other of any other matters relating to the Area of Interest that each party considers would reasonably be of significance to the other party.
- 3.2 As part of ongoing dialogue, the Department and the Governance Entity will advise each other of:
- (a) any significant changes that have occurred or are actively being considered including organisational, legislative, policy or administrative changes regarding how either party is working in the Area of Interest; and
 - (b) potential opportunities for applying for funding for conservation purposes (either jointly or individually with the support of the other party).
- 3.3 Where consultation is required under this Agreement, the Department will:
- (a) ensure that the Governance Entity is consulted as soon as reasonably practicable following the identification of the matter 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 the subject of the consultation;
 - (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.

4 STRATEGIC PLANNING & COLLABORATION

- 4.1 As soon as is practicable after the signing of this Agreement the Department and the Governance Entity will meet to agree long-term Strategic Objectives for their relationship across the Area of Interest (“**Strategic Objectives**”). For the Department this would involve District Operations Managers and Regional Operations Director or Directors (or Tier 3 and 4 equivalent).
- 4.2 It is expected that within the Area of Interest the Strategic Objectives will guide the Department and the Governance Entity towards an effective relationship by establishing a framework of high level priorities for their relationship. The Strategic Objectives will include:
- (a) identifying ways in which Ngāti Hāua can exercise their obligations as tāngata tiaki over ancestral lands, natural and historic resources and other taonga on lands managed by the Department; and
 - (b) determining appropriate engagement on, and categories for, Statutory Authorisations and Statutory Land Management Activities.
- 4.3 Additional matters may also be covered, such as:
- (a) establishing aims for freshwater fisheries and habitats; and

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- (b) determining the strategic outcomes sought for pest control programmes.
- 4.4 Thereafter, the Governance Entity will meet with senior staff of the Department within the Area of Interest at least once a year. From the Department this would include the Regional Operations Director or Directors (or Tier 3 equivalent), or appropriate delegate, and the relevant District Operations Manager and other regional leadership team members (or Tier 4 equivalent). From the Governance Entity appropriate leadership members would attend to empower mana ki te mana for the annual relationship meeting.
- 4.5 The Governance Entity may request a meeting with the Minister of Conservation at any time, and may advise the Department of their intention to do so.
- 4.6 At this meeting, the parties (the Department and the Governance Entity) will consider whether additional meetings involving senior managers of the Department (above Tier 3) and the Governance Entity are required on particular issues; this could include matters arising from national work programmes, the Minister's priorities, or matters that are not able to be agreed or resolved at a regional level.
- 4.7 As part of annual discussions with senior managers of the Department and the Governance Entity, and as part of ongoing dialogue, the parties will advise each other of:
- (a) any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Rohe / Area of Interest;
 - (b) potential opportunities for applying for funding for conservation purposes e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party where appropriate); and
 - (c) the status of any statutory or non-statutory planning documents that have an impact in the Area of Interest, including any planned or potential reviews.
- 4.8 The Governance Entity may advise the Department when it considers that input from specific hapū is required on particular issues.
- 4.9 The parties acknowledge that each undertakes separate business planning processes prior to the beginning of each new financial year or relevant planning period. These business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year or relevant planning period. For the Department, the initial business planning processes where forward work programmes are identified largely sit with the District Operations Managers (or Tier 4 equivalent).
- 4.10 To ensure that the Governance Entity has an opportunity to identify areas for strategic collaboration and to identify their priorities for conservation management for the annual Departmental work programmes, the relevant District Managers (or Tier 4 equivalent) and representatives of the Governance Entity will meet at an early stage in their annual business planning or relevant planning period processes to:
- (a) discuss priorities and commitments being considered by each party for the new financial year;

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- (b) discuss timeframes for the development of annual work programmes;
 - (c) identify potential specific projects to be undertaken together or separately that are consistent with the Strategic Objectives for the relationship. If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the parties will advise one another of the reason(s) for this; and
 - (d) discuss the Department's regional and national priorities.
- 4.11 After the Department has confirmed its annual business plan, it will advise the Governance Entity of the confirmed annual work programme for items discussed at the annual business planning meeting.
- 4.12 Through the annual business planning process, the Department and the Governance Entity will create actions to progress the Strategic Objectives.
- 4.13 The Department retains discretion over which operational activities are funded by the Department and the level of financial commitment.
- 4.14 Each year, the Department and the Governance Entity will report to each other on the work (in a format agreed between the parties at the annual business planning meeting) that it has carried out in that financial year to achieve the Strategic Objectives for the relationship.

5 FRESHWATER FISHERIES

- 5.1 The Governance Entity and the Department share aspirations for, and will co-operate in, the conservation of freshwater fisheries and habitats within the Area of Interest. These aspirations will be reflected in the Strategic Objectives.
- 5.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational (non-commercial) freshwater fisheries and freshwater fish habitats. The Department is responsible for the regulation of whitebait fishing under the applicable regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through [Resource Management Act 1991] processes.
- 5.3 Ngāti Hāua have customary interests and associations in freshwater fisheries and habitats within the Area of Interest.
- 5.4 Establishing aims for freshwater fisheries and freshwater fish in the Strategic Objectives will ensure that actions towards these are integrated into the annual business planning processes. These actions may include:
- (a) areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats;

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- (b) ways for Ngāti Hāua to participate and apply their kawa and tikanga in the management of freshwater fisheries and habitats; and
- (c) the development or implementation of research and monitoring programmes.

6 STATUTORY PLANNING DOCUMENTS

- 6.1 The Department has obligations under the Conservation Legislation to prepare, review and amend planning documents, including conservation management strategies, national park management plans and conservation management plans (**“Statutory Planning Documents”**).
- 6.2 In accordance with clause 4 of this Agreement, the Department and the Governance Entity will meet to identify and seek to address issues affecting Ngāti Hāua at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any Statutory Planning Document within the Area of Interest.

7 STATUTORY AUTHORISATIONS

- 7.1 The Minister, Director-General and their delegates (as the case may be) may grant concessions, permits and other authorisations under the Conservation Legislation (**“Statutory Authorisations”**).
- 7.2 The Strategic Objectives will guide the Parties to determine appropriate engagement on Statutory Authorisations within the Area of Interest.
- 7.3 As part of the development of the Strategic Objectives in accordance with clause 4.2(b) of this agreement, the Department and the Governance Entity will identify categories of Statutory Authorisations that may impact on the cultural, spiritual, traditional or historic values of Ngāti Hāua. These categories will be reviewed on a continuing basis. In the identified categories the Department will:
 - (a) advise and encourage all prospective applicants whose application is within the Area of Interest to consult the Governance Entity before filing their application; and
 - (b) consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the Area of Interest.
- 7.4 Until such time as the identified categories are agreed, the Department will consult the Governance Entity on Statutory Authorisations when required by the Conservation Legislation.
- 7.5 As the Department works within time limits to process Statutory Authorisations applications, at the earliest opportunity it will notify the Governance Entity of the time frames for providing advice on impacts on the cultural, spiritual, traditional or historic values of Ngāti Hāua.
- 7.6 Before issuing Statutory Authorisations to carry out activities on land managed by the Department within the Area of Interest, the Department will encourage communication between the applicant for the Statutory Authorisation and the Governance Entity.

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- 7.7 When considering applications for Statutory Authorisations the Department must apply the relevant statutory and other legal considerations in a way that gives effect to the principles of the Treaty of Waitangi. This involves applying the relevant Treaty principles to the facts of the particular case.
- 7.8 When issuing or renewing Statutory Authorisations that give authority for third parties to carry out activities on land administered by the Department, the Department will:
- (a) require the third parties to manage the land according to the standards of conservation best practice;
 - (b) require the third parties to carry out the activities according to appropriate conservation standards; and
 - (c) encourage third parties to consult the Governance Entity before using cultural information of Ngāti Hāua.

8 STATUTORY LAND MANAGEMENT ACTIVITIES

- 8.1 The Department manages public conservation land in accordance with the Conservation Legislation and other relevant statutory obligations. As part of this statutory function, the Department carries out various activities to help achieve conservation gains (“**Statutory Land Management Activities**”). These include:
- (a) vestings or management appointments for reserves;
 - (b) other management arrangements with third parties;
 - (c) changing reserve classifications; and
 - (d) disposal of public conservation land.
- 8.2 In accordance with the Strategic Objectives, the Department and the Governance Entity will identify the categories of Statutory Land Management Activities that have potential to affect the cultural, spiritual, traditional or historic values or sites of significance of Ngāti Hāua, and will identify when consultation is appropriate.
- 8.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act 1977 within the Area of Interest, the Department will discuss with the Governance Entity whether it wishes to be given an opportunity to be considered for such a vesting or appointment subject to agreed conditions (if any).
- 8.4 If at the date of this Agreement an appointment or vesting already exists with a local authority or other entity, and the land has been identified as a site of significance to Ngāti Hāua, the Department will encourage that local authority or other entity to engage with Ngāti Hāua to ensure that it has sufficient information available to understand the significance of the site to Ngāti Hāua.

9 CULTURAL MATERIALS

- 9.1 Conservation Legislation requires authorisation for the gathering or the possession of plants and plant material removed from land managed by the Department, and the

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possession of protected dead fauna. Those materials which are of cultural significance to Ngāti Hāua are referred to in this Agreement as “**Cultural Materials**”.

- 9.2 The Department will work in partnership with the Governance Entity to develop and agree a process to authorise members of Ngāti Hāua to access and use Cultural Materials within the Area of Interest 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.

10 SITES OF SIGNIFICANCE FRAMEWORK

- 10.1 The Department recognises that there are wāhi tapu and wāhi taonga and other places of cultural and historical significance to Ngāti Hāua within the Area of Interest. The terms, wāhi tapu and wāhi taonga, refer to places that are sacred or significant to Ngāti Hāua.

- 10.2 The Department will work with the Governance Entity to respect Ngāti Hāua values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified on lands administered by the Department within the Area of Interest by:

- (a) discussing with the Governance Entity practical ways in which Ngāti Hāua can exercise kaitiakitanga over sites of significance and surrounding land, including through site specific management agreements;
- (b) managing, in co-operation with the Governance Entity, sites of historic significance to Ngāti Hāua 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 1983 and other operating standards;
- (c) informing the Governance Entity if kōiwi or taonga tūturu are found within the Area of Interest; and
- (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Hāua and seeking to ensure they are not desecrated or damaged.

- 10.3 The parties will develop a process for the Governance Entity to advise the Department of sites of significance and wāhi tapu. Information relating to wāhi tapu will be treated in confidence by the Department, unless otherwise agreed by the Governance Entity, but subject to the Official Information Act 1982 and other relevant legislation.

- 10.4 The Department will consult the Governance Entity before carrying out work on public conservation land in the Area of Interest where appropriate either because of the nature of the work, or its location in relation to a site of significance identified under clause 11.3.

- 10.5 The parties will develop a management agreement for Ngāti Hāua to engage in management over the agreed list of sites of significance at Appendix [x].]

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11 SPECIES & HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES & PEST CONTROL)

- 11.1 The Department and the Governance Entity share aspirations of protecting ecosystems and indigenous flora and fauna within the Area of Interest. These aspirations will be reflected in the Strategic Objectives.
- 11.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 11.3 In recognition of the cultural, spiritual, traditional or historic associations of Ngāti Hāua with indigenous flora and fauna within the Area of Interest for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Ngāti Hāua to participate in these programmes.
- 11.4 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 to protect the unique biodiversity of New Zealand, subject to available resources and conservation priorities.
- 11.5 It is envisaged that the agreed Strategic Objectives will guide the parties to determine the strategic outcomes sought from pest control programmes within the Area of Interest, including:
- (a) monitoring and assessment of programmes;
 - (b) early consultation with the Governance Entity on pest control activities particularly the use of pesticides within the Area of Interest;
 - (c) alerting the Governance Entity to significant biosecurity threats or incidents that may occur or have occurred within the Area of Interest; and
 - (d) co-ordination of pest control where the Governance Entity is the adjoining landowner.

12 VISITOR & PUBLIC INFORMATION

- 12.1 The Governance Entity and the Department wish to share knowledge about natural and historic heritage within the Area of Interest with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 12.2 The Department and the Governance Entity also wish to encourage respect for, and awareness of, the cultural, spiritual, traditional and historic associations of Ngāti Hāua with the land, waters and indigenous flora and fauna within the Area of Interest, and the responsibility of Ngāti Hāua as kaitiaki under tikanga Māori to preserve, protect and manage the natural and historic resources within that area.

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- 12.3 The Department and the Governance Entity will do this by:
- (a) raising public awareness of positive conservation relationships developed between them;
 - (b) engaging with each other in the development of visitor and public information published by either party that relates to Ngāti Hāua values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Hāua sites of significance and aspirations to the land;
 - (c) the Department obtaining from the Governance Entity an assurance that information relating to Ngāti Hāua to be contained in a publication of the Department is accurate and appropriate;
 - (d) the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to Ngāti Hāua values, subject to the Official Information Act 1982 and other applicable legislation; and
 - (e) the Department consulting the Governance Entity before use of information about Ngāti Hāua values for new interpretation panels, signs and other visitor publications.

13 CONSERVATION ADVOCACY IN RESOURCE MANAGEMENT ACT 1991 PROCESSES

13.1 From time to time, the Governance Entity and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 (“RMA”).

13.2 Areas of common concern include:

- (a) protection of coastal and marine areas;
- (b) protection and maintenance of wetland areas and reserves;
- (c) management of rivers, streams and waterways; and
- (d) the effects of activities on biodiversity.

13.3 From time to time the Department and the Governance Entity will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and the Governance Entity may continue to make separate submissions in any [RMA] processes.

14 CROSS-ORGANISATIONAL OPPORTUNITIES

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

- (a) opportunities and processes to share scientific and cultural resources and information, including data and research material (including to assist Ngāti Hāua to exercise their role as kaitiaki);

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- (b) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Area of Interest. Options may include wānanga, education, training, development and secondments;
 - (c) opportunities to be involved, or to nominate individuals to take part, in relevant training initiatives run by either party, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Area of Interest. The Governance Entity may propose candidates for these roles or opportunities; and
 - (d) If the Department provides a marae based cultural capability training course, for all employees within the Ngāti Hāua Area of Interest, from the date of signing this Agreement, the Department will initiate a process to append mutually agreed education material from Ngāti Hāua to the training materials for such a course and will invite Ngāti Hāua to participate in the presentation of information (where practicable).
- 14.2 Where appropriate, and subject to its procurement obligations, the Department will consider approaching the Governance Entity for recommendations for individuals or entities as providers of professional services (such as oral history and interpretation projects).

15 OPPORTUNITIES TO EXPLORE ADDITIONAL ARRANGEMENTS WITH THE DEPARTMENT

- 15.1 Ngāti Hāua may request to explore opportunities with the Department of Conservation for the GE to install pouwhenua on public conservation land, under the same terms as provided for in clauses 8.61 and 8.62 of the Ngāti Hāua Deed of Settlement.
- 15.2 Ngāti Hāua may request to explore opportunities with the Department of Conservation for camping entitlements to be provided to the GE on specified areas of public conservation land, under the same terms as provided for nohoanga in clauses 8.54 to 8.60 of the Ngāti Hāua Deed of Settlement.
- 15.3 Ngāti Hāua may request to explore opportunities with the Department of Conservation for the GE to enter into control and/or management arrangements over identified areas of public conservation land.

16 DISPUTE RESOLUTION

- 16.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe. Subject to that requirement, the parties may by mutual agreement vary the process set out in clauses 16.2 to 16.4 below.
- 16.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Regional Operations Director (or Tier 3 equivalent) and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

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- 16.3 If, following the process in clause 16.2, the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.
- 16.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

17 REVIEW & AMENDMENT

- 17.1 The Department and the Governance Entity agree that this Agreement is a living document that should be reviewed and adapted to take account of future developments and additional opportunities.
- 17.2 At any time the parties may agree to carry out a partial review of this Agreement.
- 17.3 The first full review of this Agreement may be carried out at the request of either party no earlier than five years after the settlement comes into effect.
- 17.4 Subsequent full reviews of this Agreement may be carried out, at the request of either party and by mutual agreement between the parties.

18 TERMS OF AGREEMENT

- 18.1 This Agreement is entered into pursuant to sections [X] of the [Ngāti Hāua Settlement] Act and clause 8.18 to 8.22 of the Ngāti Hāua Deed of Settlement. The Agreement does not override or limit:
- (a) legislative rights, powers or obligations;
 - (b) the functions, duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
 - (c) the ability of the Crown to introduce legislation and change government policy.
- 18.2 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:
- (a) land or any other resource held, managed or administered under Conservation Legislation;
 - (b) flora or fauna managed or administered under Conservation Legislation; or
 - (c) rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 18.3 A breach of this Agreement is not a breach of the Ngāti Hāua Deed of Settlement.

DOCUMENTS

1: CONSERVATION PARTNERSHIP AGREEMENT

- 18.4 If the Crown breaches this Agreement without good cause, the Governance Entity may:
- (a) seek a public law remedy, including judicial review; or
 - (b) subject to the Crown Proceedings Act 1950, seek to enforce the Agreement
- but in either case damages or compensation (with the exception of court costs) may not be awarded.
- 18.5 Clause 18.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.

DOCUMENTS

1: CONSERVATION PARTNERSHIP AGREEMENT

AGREED on []

SIGNED by the **Minister of Conservation**:

WITNESS:

Name: _____

Occupation: _____

Address: _____

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

WITNESS:

Name: _____

Occupation: _____

Address: _____

DOCUMENTS

1: CONSERVATION PARTNERSHIP AGREEMENT

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

WITNESS:

Name:

Occupation:

Address:

DOCUMENTS

1: CONSERVATION PARTNERSHIP AGREEMENT

SCHEDULE 1

THE NGĀTI HĀUA AREA OF INTEREST

[To be attached]

DOCUMENTS

2. AREA OF INTEREST STATEMENT

DOCUMENTS

2: AREA OF INTEREST STATEMENT

Te Rohe o Ngāti Hāua - Ngāti Hāua Area of Interest Statement

Koia nei aku rohe,

Te Kāhui Māui, Te Kāhui Maunga, Te Kāhui Rua, Te Kāhui Maru,

Ko Aotea, ko Tokomaru ko Tainui ko Te Ārawa.

Inā Ngā pū-wai-waha.

These are my tribal lands,

Which derive from and encompass the clan of Māui, the clan of the sacred mountains, the clan of Ruatupua and the clan of Marukopiri,

Merging with the lands and descendants of the ancient waka of Aotea, Tokomaru, Tainui and Te Arawa.

These lands are the meeting places of waters and people.

DOCUMENTS

3. TE TUANUI

DOCUMENTS

3: TE TUANUI

TE TUANUI

1 DESCRIPTION OF AREA

- 1.1 Te Tuanui refers to a Part Tongariro Conservation Area – 15,743 hectares, approximately, being Sections 5 and 6 SO 35593, Section 4 SO 36603, Part Section 1 SO 36983, Section 1 SO 36984, Section 1 SO 36985, Sections 1 and 2 SO 37088, Sections 7, 12, 14, 15, 16, and 17 SO 304887, Part Section 4 SO 455316, and Parts Waimarino 1 as shown on OMCR-006-066.

2 PREAMBLE

- 2.1 Pursuant to sections 46 to 60 of the draft settlement bill (clause 8.42 of the deed of settlement) the Crown acknowledges the statement by the trustees of the Te Whiringa Kākaho o Ngāti Hāua of their cultural, spiritual, historic and/or traditional values relating to Te Tuanui, as set out below.

3 NGĀTI HĀUA VALUES

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our
future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 3.1 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.
- 3.2 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangi te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

DOCUMENTS

3: TE TUANUI

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass)
that rose from below the ocean surface.*

- 3.3 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 3.4 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

Te Pou Tikanga / Ngāti Hāua values

- 3.5 Te Pou Tikanga are the innate values that uphold the tino rangatiratanga of Ngāti Hāua.

Ngāti Hāuatanga: Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.

Riri Kore: Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.

Rongo Niu: Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.

Rangitengaue: Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.

Kokako: Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.

Tapaka: He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.

Tamahina: Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

4 NGĀTI HĀUA VALUES FOR TE TUANUI

- 4.1 Ngāti Hāua has a strong association with the Tongariro Conservation Area, particularly that area within Te Tuanui. This is due to our early links to the area from the time of our founding tūpuna Ruatupua, Paerangi and in later times, Te Hoata II. In the time of Te Hoata II, his child Te Ruaroa was given in marriage to Rakei who was from a neighbouring iwi. This tatau pounamu brought peace between the tribes living on lands within Te Tuanui. Over time, the descendants of Te Hoata II intermarried with Ngāi Turi such as the marriage of Toakohuru, the son of Te Ruaroa and Rakei, to Hinekopa the granddaughter of Tamawhakarau.

DOCUMENTS

3: TE TUANUI

- 4.2 The Ngāti Hāua hapū associated with this area include Ngāti Hāuaroa, Ngāi Turi, Ngāti Reremai and Ngāti Hinetakua. Ngāi Turi and Ngāti Hinetakua are the descendants of Turanga-i-mua, the eldest son of Turi who captained the Aotea waka. Turi's people had settled on the Taranaki Coast in and around the Patea area. Later generations migrated inland to the Tongariro area and intermarried with the original people of the Kāhui Maunga, the descendants of the tūpuna Ruatupua and Paerangi.
- 4.3 Te Tuanui is a place that has many significant cultural and historical sites associated with Ngāti Hāua. It falls within the Te Awa Tupua (Whanganui River) catchment and includes a number of important mahinga kai and waterways for Ngāti Hāua, such as the Whakapapa River. Ngāti Hāua, along with neighbouring iwi, utilised a kāinga called Panepane during seasonal kai gathering. The whare of Ngāi Turi was named Te Iringakawa. This whare belonged to Te O Uenukuroa and was constructed by his sons, Tamawahakarau and Tamakiki. The whare was located near the base of Ruapehu.

5 PROTECTION PRINCIPLES

- 5.1 The following protection principles are directed at the Minister of Conservation avoiding harm to, or diminishing, Ngāti Hāua values related to Te Tuanui:
- 5.1.1 protection of wāhi tapu, indigenous flora and fauna, and the wider environment within Te Tuanui;
 - 5.1.2 recognition of Ngāti Hāua mana, kaitiakitanga, tikanga and kawa over and within Te Tuanui;
 - 5.1.3 respect for Ngāti Hāua tikanga and kaitiakitanga within Te Tuanui;
 - 5.1.4 encouragement of recognition and respect for the association of Ngāti Hāua with Te Tuanui;
 - 5.1.5 accurate portrayal of the association of Ngāti Hāua with Te Tuanui;
 - 5.1.6 recognition of the interest of Ngāti Hāua in actively protecting indigenous species within Te Tuanui; and
 - 5.1.7 recognition of the relationship of Ngāti Hāua with the wāhi tapu and wāhi whakahirahira within Te Tuanui.

6 DIRECTOR-GENERAL ACTIONS

- 6.1 Pursuant to clause 8.42.4 of the deed, the Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the protection principles:
- 6.1.1 Ngāti Hāua's association with Te Tuanui will be accurately portrayed in all new Departmental information, signs and educational material about the area;

DOCUMENTS

3: TE TUANUI

- 6.1.2 the Department of Conservation will engage with Ngāti Hāua regarding all new Department of Conservation public information, education material and signs regarding Te Tuanui and will only use Ngāti Hāua cultural information relating to Te Tuanui with the consent of Te Whiringa Kākaho o Ngāti Hāua;
- 6.1.3 Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Ngāti Hāua values in relation to Te Tuanui and will be encouraged to recognise and respect Ngāti Hāua's association with the area including their role as kaitiaki;
- 6.1.4 the Department will ensure that Ngāti Hāua are informed of any indigenous species management programmes and will identify opportunities for involvement of Ngāti Hāua;
- 6.1.5 significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Te Whiringa Kākaho o Ngāti Hāua will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites;
- 6.1.6 any kōiwi or other taonga found or uncovered will be left untouched and the trustees informed as soon as possible to enable Ngāti Hāua to deal with the kōiwi or taonga in accordance with their tikanga, subject to any procedures required by law;
- 6.1.7 the Department of Conservation will work with Ngāti Hāua on the design and location of any new signs to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga; and
- 6.1.8 the public will be informed that the removal of all rubbish and waste from Te Tuanui is required.

DOCUMENTS

4. STATEMENTS OF ASSOCIATION

DOCUMENTS

4: STATEMENTS OF ASSOCIATION

Below are set out the statements of Ngāti Hāua particular cultural, spiritual, historical and traditional association with identified areas, puna wai and taonga minerals.

NORTHERN CLUSTER – KĀHUI A RAKI

Mohakatino Conservation Area

The area called Tawhitikaupeka (Tawhitiraupeka) is situated in the Mohakatino Conservation Area. The peak of Tawhitikaupeka was an old boundary marker for the area of land gifted to the Ngāti Hāua tupuna Kimihia by her male cousins Tuhaia and Terekau. At the source of the tributary of Tangarakau River in the gorge, traps were made to catch weka. When cooked they were half raw and that gave the name of Umukaimata. It was the rangatira, Kaupeka, that made the traps, giving his name to Tawhitikaupeka. Kaupeka was the brother of Tamahina who was the second husband of Hinengakau, the famous ancestress of Ngāti Hāua. It is from the older and younger brothers of Kaupeka that the line of Ngāti Hāua rangatira traditionally descend.

Within the Mohakatino Conservation area is the mountain Upokowere. It stands at the source of the Mangakuru River. In the gorge, Ngāti Hāua made traps catch weka. When cooked they were half raw and that gave the name of Umukaimata. The mountain range is called Waiaraia. Ngāti Hāua trapped kōkako and kiwi within Waiaraia. Otete is the name of the place where birds were cured. A totara tree was located there and when the tree was young the bark was used to make pots (patua) to put the birds in.

Ōkahukura Scenic Reserve

Ōkahukura was an important kāinga for Ngāti Hāua, a number of prominent Ngāti Hāua tupuna lived at Ōkahukura including Te Porou (son of Tūtemahurangi), Te Ngarupiki I (son of Te Porou), Parehuitao, and Te Hika. All of these tupuna were critical in protecting and maintaining Ngāti Hāua's northern borders and relationships with other iwi.

This Reserve and the surrounding lands were close to the Ōngaaruhe River and were used for eeling, māra kai and birding purposes. The pā tuna named Whau is on the Ongāruhe River.

Parapara Scenic Reserve

The Reserve is located on the Ōtunui Stream, near the confluence with the Aramahoe Stream. Ngāti Hāua utilised this area for seasonal kāinga, birding, māra kai, kai ika and tuna. This Reserve is also located near the Ararimu Stream which was another important source of tuna for Ngāti Hāua.

Rangi Scenic Reserve

The Rangi Scenic Reserve is on the lands of Te Hoata II. The hapū who resided in this area were Ngāti Hinewai, Ngāti Te Awhitu, Ngāti Te Wera and Ngāti Hāuaroa. Rangiriri is the name of the large mountain. There is the pā called Te Ararimu which belonged to Tuhaia. A track ran from Okaihae Road up to this pā, the track then dropped down from the ridge to continue on to

DOCUMENTS

4: STATEMENTS OF ASSOCIATION

Toitōi and Matiere. This is the track that Kimihia II, the wife of Te Porou, took when she escaped from the Mangakahu valley after her father-in-law, mother-in-law and uncle Pango were killed. It was on this track that she came upon a hīnau tree that is said to have had the largest fruits ever seen. Kimihia II arrived four days after her husband Te Porou had reached his Ngāti Hāua relatives, though they thought that she too had been killed.

Whaititokarua was a birding area for Ngāti Hāua and the Ōpotiki Stream had pā tuna/rauiwi for the trapping of tuna. The Ngāti Hāua tupuna, Te Awhitu II, lived in this area. His kāinga and whare were named Rawhitiroa. Ōpotiki was the kāinga of Te Ngarupiki. A kāinga on the Ōpotiki Stream was called Whakapūtiki which was occupied by Tūtemahurangi and, later, his son Te Porou and grandchildren Te Oro II, Te Ngako, and Turoto. Whakapūtiki was also the name of the pā tuna/rauiwi in the Ōpotiki Stream. The area was part of a network of kāinga that included Ngāpuau, occupied by Tuauru and Reti, Parekaho, occupied by Manahi Patito, Hikaia I, and Hikaia II.

Tangitū Scenic Reserve

The full name of this area is Te Tangitū o Ruaputahanga – the place where Ruaputahanga stood and wept, as she looked back to her home on the west coast of Taranaki. Ruaputahanga was travelling to be with her husband Whatihua and they settled with his people. The union of Ruaputahanga and Whatihua denotes the joining of lines of nobility. Ngāti Hāua identify Houtaepo as the father of Ruaputahanga. It has been long spoken of within the gatherings of Ngāti Tū at Tawata by Titi Tihu and others, about the arrival of the two primary guardians (kaitiaki), named Tutangatakino and Mokohikuwaru, to the confluence of the Ōhura and Whanganui Rivers. They were heralded there by their tohunga, Houtaepo.

The kāinga of Oruru is also located within Tangitū Scenic Reserve. Oruru is where Tūtemahurangi and Te Uhi lived after the killing of Nukuraerae, brother of Te Uhi. Oruru was also the name of a pā tuna constructed in the Ōhura River owned by Whatihua II. Whatihua II was closely related to Tūtemahurangi and Te Uhi on their Ngāti Hāua and Ngāti Rangatahi whakapapa.

Mangaroa Scenic Reserve

Waitaangata is a puna on the Mangaroa Scenic Reserve. It was used as a tuahu – a sacred place for ritual practices – by tohunga from Ngāti Hāua. Waitaangata has spiritual connotations for Ngāti Hāua. The tuahu is located near the waterfalls known as Te Rerepahupahu which sit within the Waitaangata Conservation Area.

WESTERN CLUSTER – KĀHUI A URI

Paorae Scenic Reserve

Ngāti Hāua utilised the land in the Reserve for kai gathering, particularly for manu kai. Ngāti Hāua used temporary kāinga in the area for these purposes.

DOCUMENTS

4: STATEMENTS OF ASSOCIATION

Part Tāngarākau Forest Conservation Area (Pūtikituna Pā)

Pūtikituna was a large kāinga and pā at the confluence of the Tāngarākau River and Pūtikituna Stream occupied by Ngāti Hāua hapū including Ngāti Pareteho, Ngāti Ruru, and Ngāti Rangitengaue. Pūtikituna was the largest of several kāinga on the Tāngarākau River.

The Tāngarākau River was one of the Māori “Highways” linking the Whanganui with the Waitara River by way of a relatively short portage over an intervening ridge. Many battles were fought at and around Pūtikituna. Near the pā, Tamatea cut trees for some repair work to his canoes, hence the name Tāngarākau.

Pūtikituna falls within the area of land given to the Ngāti Hāua tupuna, Kimihia, by her Ngāti Hāua relations after the defeat of the Kahu-i-Tara clan.

Pūtikituna was surrounded by numerous Ngāti Hāua mahinga kai. There were many eel weirs in the Tāngarākau River. Freshwater crayfish and fish were also caught around the pā, while the surrounding forest was important for birding. Among the birds caught by Ngāti Hāua were tūi, riroriro, kererū, ruru, weka, kākā and tītī. Pūtikituna was also abundant with cultivation of kūmara, rauriki (pūhā) and taewa (potatoes). The forest around Pūtikituna also yielded tōtara trees for Ngāti Hāua to build canoes.

According to Ngāti Hāua traditions, Tainui, the beautiful daughter of a chief of Pūtikituna, fell in love with a tupuna called Tūrere. As he was not of high rank, both knew that their union could not be sanctioned. News of beauty and the accomplishments of Tainui spread far beyond the boundaries of her tribe and reached the ears of Ranginui, a proud chief from a pā further down the Whanganui River. Ranginui made himself a canoe for his visit to Pūtikituna pā to ask for Tainui as his wife. But Tainui would not accept as she preferred the lowly born Tūrere, though she kept their friendship secret. However, Ranginui heard about Tūrere and issued a threat against his life. Tainui warned Tūrere and pleaded with him to flee from Pūtikituna. Travelling through the bush to the Waitotara River, Tūrere hurried down towards the coast but the more powerful Ranginui followed closely behind. Tūrere at last fell exhausted at the top of Kaierau hill overlooking the lower reaches of the Whanganui River and here he was caught and strangled to death by Ranginui. Tainui who had followed in the tracks of Tūrere, came at last to the edge of the lake where she learned of the death of Tūrere. She knelt beside the water and shed tears of grief for his memory.

Tāngarākau Forest Conservation Area and Tāngarākau Scenic Reserve

Ngāti Hāua tradition records that within this area, Tamatea Pōkaiwhenua cut trees to repair his canoes, hence the name Tāngarākau. Ngāti Hāua tupuna, Kimihia, received lands in Tāngarākau from Tūhaia and Terekau. Kimihia later divided the lands and gifted some to her sister, Totoro. This division of lands included adjacent lands in Maraekōwhai. The Ngāti Hāua hapū resident within the Tāngarākau Forest Conservation Area are the Ngāti Pare, Ngāti Ruru, Ngāti Hāua, and Ngāti Rangi (Rangitengaue). Ngāti Hāua kāinga were located within the area, such as Pūtiki-tuna, Pohuepapa, Mangaroa, Raekohu and Waikoiewea.

DOCUMENTS

4: STATEMENTS OF ASSOCIATION

The Tāngārakau River was one of the Māori “highways” linking the Whanganui River with the Waitara River by way of a relatively short portage over an intervening ridge. Many battles were fought in this area and the Tāngārakau River was described in 1894 by the chief of a neighbouring iwi as a “warpath for the people of both sides”.

The names of some of the streams within the Tāngārakau Forest Conservation Area are Oakura, Owahakauma, Marangae, Marahemo, Ngā Mahanga, Peuku, Heao, and Te Koura. Historically, there were several eel weirs alongside and within this area, as well as numerous māra kai. There were many eel weirs, they also attracted eels by hanging pigeons in the streams. The eels were cleaned, spitted lengthwise on a tawa stick, wrapped in rauriki leaves tied on with flax and roasted over a campfire in a process called ‘kohuku’.

The Tāngārakau area was an important place for birding and cultivations for Ngāti Hāua. Birds were gathered here for the wedding feast of Paretūhaia, a daughter of Kimihia. Among the birds were tui, riroriro (grey warbler), bush robin, ‘fly-catcher’, pigeon, bell-bird, morepork, weka and kaka. Mutton birds were caught on cleared ridgetops where fires lit at night attracted them to land.

Where the land was suitable for cultivation the trees and bush were cleared and burnt and kumara, rauiki (puha) and later potatoes were grown in the ashes. When the initial fertility of the soil was exhausted bracken took over and provided fern root as a source of food for Ngāti Hāua. The forest also yielded totara trees for canoes. The totara also furnished bark for roofing whares.

Te Rauateti Scenic Reserve

There was a Ngāti Hāua pā and kāinga within the whenua of the Reserve. There was a Māori owned flour mill established there in the nineteenth century. The ngahere in the Reserve was used by Ngāti Hāua for gathering manu and pikopiko (fern). A trail used by Ngāti Hāua to travel to and from Taranaki and the coast ran through the Reserve.

Toi Conservation Area

This area is named after Ngāti Hāua tupuna, Toi, the son of Tapaka, who was a renowned rangatira and warrior of Ngāti Hāua. Tapaka was the son of the Ngāti Hāua tupuna Hinengakau and her husband, Tamahina. The ngahere in the Area was used by Ngāti Hāua for gathering manu and rongōā. The Area was crossed by a network of trails.

Whangamomona Scenic Reserve

The Ngāti Hāua tupuna, Hinengākau, lived in the area of the Whangamomona Scenic Reserve. Hinengākau would hold her eels in captivity in the Whangamomona River until they were ready for eating. She would set her nets at the nearby Manganuiatea and Waimarino Streams. Waimarino Stream held a guardian taniwha who protected a seemingly endless supply of eels as long as observances were made. Hinengākau would travel from her nearby kāinga to her birthplace at Pohoare, a sacred place for catching eels and the site of a great feast celebrating her birth.

DOCUMENTS

4: STATEMENTS OF ASSOCIATION

Waitaangata Conservation Area

Waitaangata is a place of spiritual importance to Ngāti Hāua. The waterfalls Te Rerepahu within Waitaangata was used as a tuahu for the tohunga of Ngāti Hāua. **TE AWA TUPUA CLUSTER**

Tāpui Scenic Reserve

The Tāpui Scenic Reserve contains a Ngāti Hāua kāinga site.

Kaituna No.2 Scenic Reserve

The Kaituna No.2 Scenic Reserve contains a Ngāti Hāua kāinga site. The hapū who lived there were Ngāti Hinewai, Ngāti Tama o Ngāti Hāua, and Ngāti Te Wera. They trapped tuna in this area.

Kirikau No.4 Scenic Reserve

This Kirikau No.4 Scenic Reserve was part of the wider Rurumaiakatea kāinga, an important waka landing site. Korotata constructed his pā tuna at the confluence of the Whanganui River and the Ongaaruhe River for catching eels under the rapids.

Kirikau No.5 Scenic Reserve

This Reserve was a kāinga site for Ngāti Hinewai, Ngāti Tama o Ngāti Hāua, and Ngāti Te Wera. This area also contained an urupā.

Ōhinepane Recreation Reserve

This Reserve contains a Ngāti Hinewai kāinga and a waka landing site.

OTUNUI/ŌHURA CLUSTER

Opatu Conservation Area

The Opatu Conservation Area is part of land that was divided off by Kimihia and gifted to her sister Totoru upon her marriage to a man from a neighbouring iwi. The Area sits on the boundaries of Opatu and the lands of Totoru's husband's iwi. It is located on the Ōhura Stream. Several sacred waka can be found in the area lying unfinished.

The hapū associated with the land in the Opatu Conservation area are Ngāti Onga and Ngāti Tama o Ngāti Hāua. There are many kāinga in the Area as well as an urupā.

Otunui Conservation Area

The Otunui Conservation Area forms part of the lands divided off for Kimihia by Tuhaia and Terekau her cousins after the killing of the Kahui Tara. It was the site of a great battle between Ngāti Hāua and another iwi. There are many dead buried here in a mass graves after a fight with another iwi.

DOCUMENTS

4: STATEMENTS OF ASSOCIATION

Hapū that lived around the Otunui Conservation Area were Ngāti Te Wera, Ngāti Tama o Ngāti Hāua, Ngāti Hāua, Ngāti Hinewai. It is the site of the pā, Meremere. Te Porou in his old age died in his whare at Meremere. Many kāinga at the Otunui Conservation Area were abandoned after an epidemic that killed a large portion of the population in those kāinga.

The Otunui Conservation Area was used for bird snaring.

TAUMARUNUI CLUSTER

Lairdvaile Scenic Reserve

The Ngāti Hāua hapū that lived in the area of the Reserve is Ngāti Hāuaroa. This area was used for traditional birding.

Motutara Scenic Reserve

Through the Motutara Scenic Reserve runs Motutara, a tapu stream which flows from the top of the Kururau Ranges. Within its vicinity is a kohatu (stone) of great significance to Ngāti Hāua. The area was known for bird trapping and was the site of the pā Te Hinau, built during conflict with a neighbouring iwi by the Te Pikikotuku whānau.

Reserve E Conservation Area

The Reserve E Conservation Area sits opposite an urupā located on a hill. It is close to a Ngāti Hāua pā site called Tututotara.

Taumarunui and Rangaroa Domain

Within the Domain is an ancient kāinga called Rangaroa. It was used for birding purposes. Adjacent to this kāinga is a traditional urupā called Angaangatonga.

Te Maire Scientific Reserve

Situated on the left bank of the Te Maire stream, the Reserve contains a kāinga where Kahukarewau, a principal chieftainess and prophetess renowned in her time for her extraordinary powers. A conflict arose when a neighbouring taua came south to kill Kahukarewau, who they believed had been casting incantations against them. The taua caught her at Whenuatere and believed they had killed her there. Kahukarewau, however, survived and called a great army together said to be 2,000 strong. This army caught the 300 warriors of the taua at Te Maire and killed every one of them. This battle was called Te Karekare. During the fight, a warrior named Tangimanurau killed five opponents in single combat. He dismembered their bodies on a rock named Patunga-o-hari. Te Maire has remained tapu for Ngāti Hāua.

Other pā on the Reserve are Te Hinau, on the Motutara Stream, and Te Maire, on the left bank of the Te Maire Stream. Te Maire was the point where an old track left the river and turned east. Near Te Hinau pā were some well-preserved pits formerly used for taking the kiore Māori or native rat. These pits were excavated in the soft rock or indurated clay commonly known as papa. They bore a marked resemblance to the small pits so much used as storage places for

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sweet potatoes in former days, but are situated on flat ground, whereas the store pits were generally situated on sloping ground, or the summit of a ridge or spur, or on the brink of a terrace.

KĀKAHI CLUSTER – KĀHUI A RĀWHITI

Kākahi Conservation Area

The Ngāti Hāua hapū related to this land are Ngāti Hāuaroa, Ngāti Hinetakuao, Ngāti Hekeāwai, Ngai Turi, and Ngāti Hinewai.

The Conservation area is connected to the Ratas/Ratu Scenic Reserve and Ngāti Hāua would have been used the land together.

There is a wāhi tapu site there. The tōtara that grew in the area were used for making waka to use in the Whanganui River. One waka is located today at Ngāpuwaiwaha (the woods origins are from this area). Another waka, Te Mata o Hoturoa, is in the Whanganui Museum (see The Ratas Scenic Reserve Statement of Association).

Kakahi Scenic Reserve and Rangitatea Conservation Area

The Kakahi Scenic Reserve and Rangitatea Conservation Area are situation in a significant area of occupation for Ngāti Hāua. Ngāti Hāua tupuna, Tamahina, had a pā site at Kākahi on the side of the hill called Rangīātea. Te Rena and Pukehou are the names of other occupational areas within the vicinity of Kakahi. Te Rena was named after Te Pikikotuku's korowai, Te Reremai Te Rena. Whakahou was the name of the wharepuni built at by Te Araroa Karauiti at Te Rena. Ngararahuarau was the name of the kāinga at Pukehou. Te Ariki Pakewa Pā is an urupā is located at Pukehou, and is significant for Ngāyiti Hāuaroa, Ngāti Hekeāwai, and Ngāti Tauengaareroa hapū. Pukehou was the residence of Tūtemahurangi up until the time he was killed.

Kākahi was named after the freshwater mussel which was once abundant in this area. Ngāti Hāua collected inanga, koura, and other foods in the river. At one time, from Kākahi to Taumarunui there were 45 pā tuna in position. At Kākahi, land on both sides of the Whanganui River was used for māra and to hunt manu. There is a significant puna located in close proximity that was used by our tūpuna.

The Ratas Scenic Reserve

The hapū who live in the area of this Reserve include Ngāti Hāuaroa, Ngāti Hinetakuao, and Ngāti Hekeāwai. The Ngāti Hāua name for The Ratas Scenic Reserve is Ratu flat and it was named after a tupuna that lived there prior to a flood which changed the course of the Whanganui River. Prior to this flood, there stood many magnificent tōtara. The waka Te Mata o Hoturoa was constructed here by Te Tarapounamu, husband of Tuwhatiara who was of Ngāti Hinetakuao and Ngai Turi. Tuwhitiara was gifted the lands of Ngararahuarau by Whakaneke (Whakanekepo), a Ngāti Hāua chief.

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ŌWHANGO CLUSTER

Hikumutu Scenic Reserve

The hapū who live in the area of this Reserve include Ngāti Hāuaroa, Ngāti Hinewai, and Ngāti Reremai. The Hikumutu Stream is an important boundary marker for these hapū.

Kawautahi Scenic Reserve

The Reserve is located on land that Whakaneke gifted to Ngamanoka, who was the son of Tamakehu II. It is a place of great tapu for Ngāti Hāua as there was a lake with a taniwha. In shape, the taniwha was something like a man but was quite black and covered all over with rough hair, he had also two knobs on his head, not horns, but something like them. He was able to travel both through the water and over land at tremendous speed, and very few escaped him if ever they were sighted. Since the earliest times of living in the area, Ngāti Hāua tūpuna have avoided the lake. The lake has since been drained, but the taniwha remains trapped there.

Kawautahi is the source of eels which travel downstream and into the Retaruke River.

Ōhinetonga Scenic Reserve

Hapū that lived around the Ōhinetonga Scenic Reserve were Ngāi Turi, Ngāti Hāuaroa, Ngāti Hinetakuao, and Ngāti Hekeāwai. Ngāti Hāua call the area is Te Puawai o Ohinetonga. Just down the Whakapapa River from the Reserve was a pā site belonging to Tamakehu II.

Ōwhango Domain Recreation Reserve

The Ōwhango Domain Recreation Reserve is within the Ōwhango district which was an occupation area for several Ngāti Hāua hapū including Ngāti Hāuaroa, Ngāti Hekeāwai, Ngāti Reremai, Ngāti Hinewai, and Ngāti Tū.

Among the kāinga is the district was one belonging to Tōpine Te Mamaku that overlooked the Whakapapa River near the present-day township of Ōwhango. A significant marae was located where Otapouri Road now joins the State Highway. This acted as a meeting place for Ngāti Hāua, other Whanganui iwi, and their neighbours to the east. Each iwi built a wharepuni to signify that they had reached an agreement to resist outside encroachment on their lands. Ngāti Hāua tupuna Te Kere Ngataierua directed Ngarangi Te Uhu to erect the whare. The wharepuni were named Whatika and Rumatiki and they both faced the sacred Maunga.

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RERE TĀRUKE/KAITIEKE CLUSTER

Hawkins Wetland Scenic Reserve

The area of this Reserve is a mahinga kai for Ngāti Hāua which also sits at the confluence of a number of other significant sites. It is close to Whakahoro, where well-known Ngāti Hāua pā sites and urupā are located, as well as Kaitieke, Owairua, Ngamoturiki, and Kirikiriroa.

A short way down the Retaruke River from the Reserve was the pā and kāinga called Owairua. There was another place where the taniwha sometimes dwelt, called Ngararanui (great reptile) and the place is still known by the name Ngararanui. A family, including a woman called Owairua, did not perform the proper rites (uruuru-whenua) on a rock and they were killed as a result. The name Owairua was transferred to the land, and there is now an old kāinga at that place.

When Te Kere Ngataierua died, his body lay in state at Owairua pā before being buried at Tawhatā. Ngāti Hāua people were living at Owairua through at least to the end of the nineteenth century. The cultivations at Owairua had been in use for a long time.

The Hawkins Wetland Scenic Reserve is also close to Kirikiriroa which was first occupied by Rangitengaue, a tupuna of Ngāti Hāua and his people. Cultivations of potatoes and corn continued right through to the end of the nineteenth century. Across the river from Kirikiriroa was the kāinga Te Onepoto where occupation also dated from the time of Rangitengaue. The name Kirikiriroa came because it describes how the movement of Taranaki flaked parts off the land – in Māori 'kiri' means skin. Kirikiriroa describes the long-flaked skin Taranaki scraped away as he moved across the land.

Neilsons Conservation Area

Reretāruke was an important kāinga for Ngāti Hāua located within the Area. The ngahere within the Area was an abundant source of manu for Ngāti Hāua. Several streams run through this whenua including the Makoura Stream, Omaruroa Stream, and Papapotu Stream. These streams, along with the Retaruke River were an abundant source of freshwater kōura, fish, tuna, and piharau for Ngāti Hāua, particularly for the hapū, Ngāti Tū.

Papapotu Scenic Reserve

This whenua was an important mahinga kai for Ngāti Hāua, particularly the hapū, Ngāti Tū. In addition to being an abundant place to gather manu, it was also a significant place to catch tuna in the Retaruke River, which runs alongside this Reserve.

Pukeatua Conservation Area

This area contained an old pā and look out called Pariatuna. Ngāti Hāua used a war drum at this site. Warriors beat the drum as a warning when hostile canoes were observed. This drum could be heard at Tawhatā at least six miles away.

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Retaruke Scenic Reserve

Within the Retaruke Scenic Reserve were kāinga such as Upokotouiri, which in the early days held a large population and supported over 3000 people. There was a niu pou at the kāinga.

Rauwhare was another old kainga in the area which contained fruit trees. Other kāinga were called Ngamoturiki Mangapuwhero and Rangitiwiatea. Some of the hapū that resided there were Ngāti Rangitauwhata, Ngāti Pikikotuku, and Ngāti Whakairi.

Rotokahu Scenic Reserve

Within the area of the Rotokahu Scenic Reserve lies Lake Pohoare, the birthplace of Ngāti Hāua tupuna Hinengākau. A great feast was held to celebrate her birth. This feast gave the area its name, Pohoare. Lake Pohoare supplied eels and other native fish which Ngāti Hāua depended on. Hinengākau was known to travel from her kāinga further down the slopes to her birthplace to gather eels.

RAURIMU/WAIMARINO CLUSTER

Hukapapa Conservation Area

The Hukapapa Conservation Area contains wahi tapu and resources that were of high importance to Ngāti Hāua. Ngāti Hauaroa, Ngāti Hinetakuao, Ngāti Hinewai and Ngai Turi had kāinga in the area.

Hunua Conservation Area

The Hunua Conservation Area was important to Ngāti Hāua as a place where they gathered birds and fish while staying at seasonal kāinga.

Raurimu Spiral Scenic Reserve

The Raurimu Spiral Scenic Reserve is located in an area Ngāti Hāua call Pukerimu which extends around the current town of Raurimu. There were kāinga spread throughout this area belonging to Ngāti Hāuaroa, Ngāti Hekeāwai, Ngāti Hinewai, Ngāti Reremai, and Ngāti Ruru. An urupā is located among the kāinga near the Raurimu Spiral lookout.

Waimarino Scientific Reserve

The Waimarino Scientific Reserve is located in the Tuhua district which is central to the Ngāti Hāua rohe. This district formed the southern part of Te Rohe Pōtae and extends south towards the ancestral maunga, Ruapehu.

The Reserve contains a papakāinga which adjoined a marae called Maakaaretu. There was an extensive urupā which Ngāti Hāua understand is partially included in the Reserve. Residents of the papkāinga included the hapū Ngāti Hinetakuao, Ngai Turi, and Ngāti Te Huaki. Ngāti Hāua hapū recall fishing for eels and other native fish there, catching birds and hunting the bush for wild pork and other game.

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Erua Conservation Area

The Erua Conservation Area contains a puna called Rere Tāruke. Near to the puna was a papakāinga of around 300 people known to Ngāti Hāua as Ngatoko-e-rua (near present day Waikune). There is an old urupā there. A site called Parerua is marked by two kahikatea trees that were given the names of twin sisters, Maringiringi and Ringiringi. They were the mokopuna of the Ngāti Hāua tupuna Te Hoata II, from his child Puakakaho.

At Parerua, there is a specially constructed platform where korotete (fish cages) were laid. It was known to Ngāti Hāua as the most special eel place on the river. The first eel caught would be hung in the tree as an offering.

Ngatoko-e-rua was the papakāinga of Whanganui rangatira Te Pehi Tūroa, and some Ngāti Hāua lived, cultivated, hunted, and fished under his mana.

KIRIKAU CLUSTER

Kokakonui Scenic Reserve

Ngāti Hāua formerly know Kirikau as Kokakonui. The hapū of this area include Ngāti Tū, Ngāti Tama, Ngāti Pikikotuku, and Ngāti Rangitengaue.

Waireka Conservation Area

This Area was a significant source of manu for Ngāti Hāua. Ngāti Hāua would also gather fish and tuna in the Kōkakonui Stream that runs alongside the Area. This whenua was famed for the kōkako and was known to Ngāti Hāua as Kōkakonui. The Ngāti Hāua hapū associated with this Area are Ngāi Tahu, Ngāti Pare, Ngāti Tionga, Ngāti Tama, Ngāti Rangitauwhata, Ngāti Pikikoutuku, Ngāti Whakairi and Ngāti Reremai.

WHAKAPAPA ISLAND CLUSTER

Marginal Strip – Whakapapa River

This marginal strip contains the first pā tuna on the upper reaches of the Whakapapa and Whanganui Rivers.

Whakapapa Island Scenic Reserve

Ngāti Hāua rangatira, Ngatai Te Mamaku, placed the pou called Te Pou o Tapaka on Whakapapa Island. This was done to delineate the lands of Ngāti Hāua from their neighbours to the east. The hapū Ngāi Turi lived in peace with other iwi from the south on the island. The Ngāi Turi whare is called Iringakawa. Whiritoa was the pā of Ngāti Hāua tupuna, Te Hoata II.

Whakapapa Gorge Scenic Reserve

The Ngāti Hāua hapū in the area of the Reserve are Ngāti Hinetakua and Ngāi Turi. There was a pā tuna in the vicinity of that Reserve and it is the highest pā tuna on the Whakapapa River.

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There were kāinga a short distance from this Reserve and it is connected by traditional walking tracks that lead to and from Te Kāhui Maunga. The traditional pā site of our tūpuna was located close by as well.

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Tunnel Hill Scenic Reserve

The hapū which live in the area of the Tunnel Hill Scenic Reserve are Ngāti Te Wera, Ngāti Tama o Ngāti Hāua, and Ngāti Hinewai.

Waiaraia Scenic Reserve

Within the Waiarua Scenic Reserve is the Heao puna which feeds the head waters of the Heao Stream. As it leaves the headwaters, the Stream falls through the magnificent twelve metre high waterfall with several chutes.

At Heao Falls there are mauri stones that have been placed by Ngāti Hāua tohunga. Piharau (lamprey) swim amongst the stone. It is a blind eel that is caught in pā tuna erected in the shallows, facing downstream. They are the most prized delicacy of Ngāti Hāua.

The waters of the Heao puna historically supported the nearby kāinga of Matauwharoa, Whakangehe, Ohakari, and Te Pohue. These were all kāinga and cultivations of the Ngāti Hāua tupuna Rangitengaue. Further afield these waters supported the kāinga of Mangaone, Waikauwia, Piupiuterangi, Omaruiti and Hitau as well as the battle pā of Tukutahora.

Pokoera Scenic Reserve

The Pokoera Scenic Reserve contains the Moetohunga puna. The area is important to Ngāti Hāua for birding, catching tuna, and for the wahi tapu. There are many kāinga on both sides of the Whanganui River, including Otunui and Ohinepane.

Part Moki Conservation Area

The Moki Conservation Area contains Te Mātai peak, where a pou once stood as an important boundary marker for Ngāti Hāua and neighbouring iwi. The pou erected at Te Mātai was named Rangitengaue, after the Whanganui tupuna and the area has continued to be important to Ngāti Hāua despite having been confiscated by the Crown in the nineteenth century.

Te Mātai formed a critical part of the Ngāti Hāua tribal boundaries which were first established by Ngāti Hāua's eponymous tupuna, Te Hoata II. The Ngāti Hāua association with this area is also based on their tupuna, Kimihia, who received the land when lands between Te Mātai, Maraekōwhai, and Ōhura were divided amongst the descendants of Ngāti Hāua tupuna, Tapaka. Tapaka had two sons with Te Ratoruiti called Tamakehu and Tūhaia, as well as children with another wife, Te Aonawea, that were collectively called Kahu-i-Tara. The lands that were held by Kahu-i-Tara extended from Maraekōwhai to the east through Ōhura through to Taumarunui. Tapaka also had a sister called Wera, whose daughter was Kimihia.

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When Kimihia reached adulthood, she chose a man named Mataua as a husband. This union was opposed by a Kahu-i-Tara man named Tarakangia who subsequently killed Mataua and an infant son who had been born to he and Kimihia. Kimihia sought help from her relations at Mōkau. A taua came and fought, killed and vanquished the Kahu-i-Tara before returning to Mōkau. After this, Kimihia came to Ōhura to make peace with her remaining relations. The land was subsequently divided by the family. As a result, Puanaki received the land that became Maraekōwhai. Tamakehu and Tūhaia gained land within what became the Ōhura South block. As Kimihia did not have any land, she was given a large area of land extending from Opetea and Tāngarākau as far to the west as Te Mātai.

NGĀTI HĀUA STATEMENTS OF ASSOCIATION WITH PUNA WAI

Ngā Puna Wai o Ngāti Hāua are living taonga to Ngāti Hāua and a source of tribal wellbeing and health. The relationship between Ngāti Hāua and its many puna are historic, cultural, physical, and spiritual. Generations of Ngāti Hāua have long exercised their kaitiakitanga responsibilities and other tikanga in relation to waterways and springs and their many components including the beds, banks, fisheries, plants, tupua and the mauri or life force.

Ngā Puna Wai o Ngāti Hāua have been and continue to be central to the spiritual, cultural and physical wellbeing of Ngāti Hāua. As an inland iwi, Ngā Puna Wai are inextricably intertwined with Ngāti Hāua's tribal identity.

There is a long history of Ngāti Hāua occupation, settlements and cultivations beside or near these puna wai. The waters drawn from these puna wai sustained generations of Ngāti Hāua with clean drinking water.

These waterways were also a critical source of sustenance, a fishery for īnanga, tuna, freshwater crayfish as well as watercress, and other plant life. Ngāti Hāua developed various methods for catching, preserving, cooking and distributing these foodstuffs.

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

Ngā Puna Wai o Ngāti Hāua have a deep historic, intellectual, physical, and spiritual significance to Ngāti Hāua. They are living taonga to the iwi. Ngāti Hāua have a great felt obligation and sense of responsibility to restore, maintain, and protect the quality and integrity of the waters within their rohe or tribal domain for present and future generations.

The waters provided all manner of sustenance to Ngāti Hāua, including physical and spiritual nourishment that has, over generations, maintained the functions of kāinga and marae, and the health and wellbeing of whānau, hapū and the iwi.

There is a long history of Ngāti Hāua use and occupation of these waters. Ngāti Hāua had well-established social structures, tikanga and kawa or regulatory practices in relation to them. There were distinct belief systems that ordered the exercise of rangatiratanga and kaitiakitanga for the waterways and all the natural resources within those waters. The waters themselves were also a critical source of nourishment with their bounty of fish, plant life and other resources.

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Ngā Puna Wai o Ngāti Hāua were also places of traditional rituals and healing. The mauri or the health and wellbeing, and the mana of the people of Ngāti Hāua has always been closely linked to the health and wellbeing of their puna wai.

Tangitū Puna 1,2,3,4 (Tangitū Scenic Reserve)

Ngāti Hāua have used and protected the four puna wai within Tangitū Scenic Reserve since the time of Te Hoata II. These four puna wai, which flow into the Ōhura River have provided sustenance, healing and kai to hapū such as Ngāti Whati, Ngāti Te Awhitu and Ngāti Te Wera.

The full name of this area is Te Tangitū o Ruaputahanga – the place where Ruaputahanga stood and wept, as she looked back to her home on the west coast of Taranaki. Ruaputahanga was travelling to be with her husband Whatihua and they settled with his people. The union of Ruaputahanga and Whatihua denotes the joining of lines of nobility. Ngāti Hāua identify Houtaepo as the father of Ruaputahanga. It has been long spoken of within the gatherings of Ngāti Tū at Tawatā by Titi Tihu and others, about the arrival of the two primary guardians (kaitiaki), named Tūtangatakino and Mokohikuwaru, to the confluence of the Ōhura and Whanganui Rivers. They were heralded there by their tohunga, Houtaepo.

The kāinga of Oruru is also located within Tangitū Scenic Reserve. Oruru is where Tūtemahurangi and Te Uhi lived after the killing of Nukuraerae, brother of Te Uhi. Oruru was also the name of a pā tuna constructed in the Ōhura River owned by Whatihua II. Whatihua II was closely related to Tūtemahurangi and Te Uhi on their Ngāti Hāua and Ngāti Rangatahi whakapapa.

Waitaangata Puna 1,2,3 (Mangaroa Scenic Reserve)

The Waitaangata Puna continue to hold deep cultural and spiritual significance to Ngāti Hāua, including the hapū Ngāti Tama-o-Ngāti Hāua, Ngāti Te Wera and Ngāti Keu.

The three Waitaangata Puna are located near the Waitaanga Saddle in the Mangaroa Scenic Reserve. The three puna wai flow into the Huhatahi Stream, which in turn flows into the Mangaroa Stream, which in turn flows into the Ōhura River. These three puna supported and sustained Ngāti Hāua kainga and pā in the surrounding area with drinking water and mahinga kai, particularly freshwater koura.

Tāngārākau Puna (Waitaanga Conservation Area)

Tāngārākau Puna is of a deep spiritual importance to Ngāti Hāua. The waterfalls Te Rerepahupahu within Waitaangata were used as a tuahu for the tohunga of Ngāti Hāua. The puna was also used as a place of bathing and healing for Ngāti Hāua hapū such as Ngāti Te Wera, Ngāti Tama-o-Ngāti Hāua and Ngāti Rangitengaue.

Pohoare Puna (Rotokahu Scenic Reserve)

Pohoare puna is of profound spiritual and cultural significance to all Ngāti Hāua, particularly the hapu of Ngāi Turi, Ngāti Hinetakua, Ngāti Pikikōtuku and Ngāti Hāuaroa.

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Within the area of the Rotokahu Scenic Reserve lies Lake Pohoare, the birthplace of Ngāti Hāua tupuna Hinengākau. A great feast was held to celebrate her birth. This feast gave the area its name, Pohoare. Lake Pohoare supplied eels and other native fish which Ngāti Hāua depended on. Hinengākau was known to travel from her kāinga further down the slopes to her birthplace to gather eels.

Rere Tāruke Puna (Erua Conservation Area)

This puna wai was of particular significance to Ngāti Hāua hapū, Ngāti Hāuaroa and Ngāti Hekeāwai. It was an abundant source of koura (freshwater crayfish).

The Erua Conservation Area contains a puna called Rere Tāruke. Near to the puna was a papakāinga of around 300 people known to Ngāti Hāua as Ngatoko-e-rua (near present day Waikune). There is an old urupā there. A site called Parerua is marked by two kahikatea trees that were given the names of twin sisters, Maringiringi and Ringiringi. They were the mokopuna of the Ngāti Hāua tupuna Te Hoata II, from his child Puakakaho.

At Parerua, there is a specially constructed platform where korotete (fish cages) were laid. It was known to Ngāti Hāua as the most special eel place on the river. The first eel caught would be hung in the tree as an offering.

Heao Puna (Waiaraia Scenic Reserve)

Within the Waiarua Scenic Reserve is the Heao puna which feeds the head waters of the Heao Stream. As it leaves the headwaters, the Stream falls through the magnificent twelve-metre-high waterfall with several chutes. This puna wai was significant to and protected by Ngāti Hāua hapū such as Ngāti Te Wera.

At Heao Falls there are mauri stones that have been placed by Ngāti Hāua tohunga. Piharau (lamprey) swim amongst the stone. It is a blind eel that is caught in pā tuna erected in the shallows, facing downstream. They are the most prized delicacy of Ngāti Hāua.

The waters of the Heao puna historically supported the nearby kāinga of Matauwharoa, Whakangehe, Ohakari, and Te Pohue. These were all kāinga and cultivations of the Ngāti Hāua tupuna Rangitengaue. Further afield these waters supported the kāinga of Mangaone, Waikauwia, Piupiuterangi, Omaruiti and Hitau as well as the battle pā of Tukutāhora.

Moetohunga Puna (Pokoera Scenic Reserve)

The Moetohunga Puna continues to be of deep and enduring cultural and spiritual significance to Ngāti Hāua, particularly for the hapū of Ngāti Te Wera, Ngāti Tama-o-Ngāti Hāua and Ngāti Hinewai.

Moetohunga puna is located within the Pokoera Scenic Reserve, and flows into the Moetohunga Stream, which then feeds into the Ōtunui Stream. The area is important to Ngāti Hāua for birding, catching tuna, and for the wahi tapu. There are many kāinga on both sides of the Whanganui River, including Ōtunui and Ōhinepane.

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TAONGA MINERALS

Kōkōwai (ochre)

Kōkōwai (ochre) for Ngāti Hāua is the blood of Rangi and Papa when they were separated. They had been in an embrace for so long they had become entwined, Tane had to cut through sinews to separate them. This is a metaphorical narrative on many levels in regard to cosmology, and also the pain, suffering, and sacrifice these parents undertook to allow their offspring to develop and transform.

In the Ngāti Hāua rohe, kōkōwai is principally found to the west near Ruapehu maunga. It is extracted from the land, from lakes, and from puna, including in caves where underground puna emerge. There are two kōkōwai lakes that are sacred to Ngāti Hāua.

Kōkōwai, a layered, rich, and viscous material, was used to colour and preserve waka, implements, kōwhaiwhai panels and traditional carvings. It was also used by weavers. To apply kōkōwai to an artefact or structure is called 'kura', which means 'prized possession'. It signifies that the artefact is a taonga.

Applying Kōkōwai to a structure, particularly in visual culture, renders the object, artefact, structure or body 'tapu'. This means that it becomes charged with energy that originates in the intangible, higher realms of reality of Te Po and draws significant attention to restriction, boundaries, and respect. Kōkōwai was also used as a personal adornment, particularly by Ariki class and Rangatira class to denote their authority and/or tapu. Within the sacred interment rituals, the koiwi (bones) were prepared by being scraped and then covered with Kōkōwai.

Ngāti Hāua still regard kōkōwai as a taonga, a treasure, and an important cultural resource, prized in particular by tribal artisans.

Pākohe (argillite)

Ngāti Hāua have long worked with Pākohe to make weapons, taonga, tools, and tūāhu. Pākohe is a taonga, the 'pounamu' of the Whanganui confederation. It symbolises the intense nature of the Ngāti Hāua relationship with the environment, and the mouri (life force) that is contained in all parts of the natural environment and binds the spiritual and physical world. Ngāti Hāua have an inherent responsibility and an obligation to this taonga and its cultural, spiritual, historic, and traditional values.

Pākohe is extracted from streams and cliff faces throughout the Ngāti Hāua rohe. It is particularly accessible near the Whanganui River.

Matā/Tūhua (black obsidian)

Matā/Tūhua (black obsidian) for Ngāti Hāua, the origins of the Matā/Tūhua began with the evolution of the Kāhui Maunga. This connects Ngāti Hāua directly to both Pākohe and Matā/Tūhua.

Ngāti Hāua extract Matā/Tūhua from maunga, principally in the west of their rohe on Ruapehu and in the Tongariro valley.

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Matā/Tūhua has been used for taonga and tools, particularly for kōhaehae practices as part of the mourning process.

Ōnewa (basalt/greywacke)

Ōnewa (basalt/greywacke) has been the most accessible stone for tool and weapon creation for Ngāti Hāua.

Ngāti Hāua gather ōnewa from rivers and maunga throughout their rohe where the stone can be easily extracted from cliff faces.

Ngāti Hāua still possess taonga made from ōnewa.

Paru (black mud)

Paru (black mud) for Ngāti Hāua is a highly valued resource due to its unique make up of iron rich mud. Each individual paru carries a unique DNA signature whereby taonga created from within it carry a unique genetic or whakapapa connection to place and history. Paru is used in the tempering of weapons and tools and also for the dying of traditional garments.

Paru is gathered from swaps, and there are particular swamps which Ngāti Hāua still consider sacred for the paru within. Ngāti Hāua still use these sources of paru for traditional raranga practices, leaving the raranga pieces to soak in the paru until they are coloured.

Mangaweka/Pukepoto (blue clay)

Mangaweka/Pukepoto (blue clay) was used as a personal adornment, particularly by Toa (Warrior) class and our Kaiwero. Mangaweka/Pukepoto was a blue coloured papa clay. It denoted the rank and class of our Toa and their whakapapa to our whenua.

Mangaweka/Pukepoto is found along rivers or in deep bush around puna throughout the Ngāti Hāua rohe.

Ngāti Hāua Toa still adorn themselves in this uku (clay) when they are participating in Ngāti Hāua tikanga and kawa.

DOCUMENTS

4: STATEMENTS OF ASSOCIATION

NGĀTI HĀUA STATEMENT OF ASSOCIATION TO ERUA CROWN FOREST LICENCE LAND AND WAIKUNE PRISON/WAIMARINO STREAM

Ngāti Hāua have cultural, spiritual, traditional and historical associations with the lands, waters and ngahere extending south from National Park Township to Erua township. These associations and connections include the lands in and around Erua Crown Forest Licence lands and the former Waikune Prison.

Ngāti Hāua also has cultural, spiritual, traditional and historical associations with the lands of Waikune Prison and the Waimarino Stream, which emanates from the slopes of Hauhungatahi and flows into the Manganui o Te Ao River.

As was undertaken by their tūpuna, Ngāti Hāua continues to have a responsibility as kaitiaki (guardians) in accordance with our kawa and tikanga to restore, protect and manage those tupua and spiritual elements associated with the Waimarino Stream, including the kaitiaki Paerua.

Waikune Prison & Erua Crown Forest Licence Land – Ngā-toko-e-rua

Ngā-toko-e-rua is the original name of Erua and refers to the two kōhatu (stones) that were placed at the base of Ruapehu following the 1860 inter-tribal hui at Kōkako to discuss and agree on tribal boundaries and better resist further land alienation. At the kōkako hui, Ruapehu was agreed as the first boundary pou (marker).

Ngā-toko-e-rua was a large papakāinga area located near the base of Hauhungatahi near Waimarino Stream and is marked by two trees opposite the former Waikune Prison. Ngā-toko-e-rua was a kāinga, nohoanga and mahinga kai where Ngāti Hāua, including members of the hapū Ngāti Hinetakua, Ngāi Turi, Ngāti Reremai, Ngāti Hāuaroa and Ngāti Hekeāwai, lived, cultivated, hunted and fished, alongside other Whanganui iwi. A specially constructed platform for the korotete (eel trap) was built at Ngā-toko-e-rua. An old urupā is also located here.

The site of the two trees is at Ngā-toko-e-rua is named Parerua. This area was a significant eeling mahinga kai for Ngāti Hāua and was a place where Ngāti Hāua's tupuna, Hinengākau, came to eel. Given the significance of this area to Ngāti Hāua as a mahinga kai for eeling, strict tikanga were observed including incantation of ruruku and karakia. According to Ngāti Hāua tupuna, Hikaia Amohia, this was the most special eeling place on the Waimarino Stream.

Another site of significance were two kahikatea trees at Ngā-toko-e-rua. These trees were named Maringiringi and Ringiringi and were named after twin sisters, who were mokopuna of the Ngāti Hāua tupuna, Te Hoata II. The twin sisters come through the line of Te Hoata II's child, Puakakaho.

Pikikotuku is an important tupuna of Ngāti Hāua. One of his wives was named Parematau. Pikikotuku and Parematau had two sons, Kurukanga and Wi Pakau. Te Kurukanga, according to Ngāti Hāua, is buried in the mound beside the highway at Waikune.

Waikune was the site also of Awhiowhio-o Te Rangi kāinga, an important base for hunting and gathering in the forests of Hauhungatahi and for fishing in the Waimarino Stream.

DOCUMENTS

4: STATEMENTS OF ASSOCIATION

Waimarino Stream

The Waimarino Stream flows from Hauhungatahi and threads through the lands of Waikune and Erua. This waterway continues to hold cultural and spiritual significance to Ngāti Hāua and was an important mahinga kai for eeling and fishing.

The Waimarino Stream is home to the kaitiaki (guardian), Paerua, who continues to protect an abundant supply of eels. In recognition and respect of the Paerua's tapu and role, Ngāti Hāua continue to ensure that appropriate protocols and observances are undertaken at the Stream.

As can be corroborated by retired Taumarunui police constable, Jim Gosman, Ngāti Hāua tohunga, Titi Tihu and Hikaia Amohia took Jim to lock the gates at Waikune Prison after it closed. They visited the local kaitiaki, Paerua, in the Waimarino Stream, located nearby, and Titi summoned it forth to pay tribute. Jim Gosman recalls this moment as one of the most profound experiences he has ever had. This highlights the sacred role of Titi Tihu and of Ngāti Hāua continuing the customary responsibility of kaitiaki at Waikune in contemporary times.

Upstream was a large pool which was the eeling place reserved for the chieftainess Hinengākau. She was known to also set her eel traps at the confluence of the Waimarino and Manganui-o-Te- Ao River. Ngāti Hāua also caught kōura and native fish in the Waimarino Stream.

Hikaia Amohia gave the following evidence to the Court in Whanganui River Māori Trust Board vs ECNZ [1985] on behalf of Ngāti Hāua:

“We of the upper reaches know of many special places left to us by Hinengakau. She would set her nets at the mouth of the Manganuiateao and the Waimarino Stream. Paerua, on the Waimarino was the name of the taniwha guardian who protected a seemingly endless supply of eels for as long as special observances were made to ensure that its tapu (sacredness) was always respected.”

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5. DEED OF RECOGNITION

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5: DEED OF RECOGNITION

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

1 INTRODUCTION

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

1.1.1 Ngāti Hāua; and

1.1.2 the trustees of Te Whiringa Kākaho o Ngāti Hāua (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 Kawautahi Scenic Reserve (as shown on deed plan OMCR-006-074):

1.2.2 Marginal Strip – Whakapapa River (as shown on deed plan OMCR-006-079):

1.2.3 Motutara Scenic Reserve (as shown on deed plan OMCR-006-082):

1.2.4 Part Mohakatino Conservation Area (as shown on deed plan OMCR-006-080):

1.2.5 Part Tāngarākau Forest Conservation Area (as shown on deed plan OMCR-006-101):

1.2.6 Part Tāngarākau Forest Conservation Area (Pūtikituna Pā) (as shown on OMCR-006-102):

1.2.7 Tāngarākau Scenic Reserve (as shown on OMCR-006-103):

1.2.8 Te Maire Scientific Reserve (as shown on OMCR-006-106): and

1.2.9 Whangamōmona Scenic Reserve (as shown on OMCR-006-114).

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.

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1.4 The Crown has acknowledged the statements of association in the [Ngāti Hāua Claims Settlement Act] [year], being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.

2.2 Clause 2.1 applies to each of the following activities (the identified activities):

2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977;

2.2.2 preparing a national park management plan under the National Parks Act 1980;

2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a statutory area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants;

(b) to eradicate pests, weeds, or introduced species;

(c) to assess current and future visitor activities; and

(d) to identify the appropriate number and type of concessions.

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

2.2.5 locating or constructing structures, signs, or tracks.

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

3 LIMITS

3.1 This deed –

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

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

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5: DEED OF RECOGNITION

- 3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.4 is subject to the settlement legislation.

4 TERMINATION

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

5 NOTICES

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

Department of Conservation
Conservation House
Whare Kaupapa Atawhai
18 Manners Street
Wellington 6011
PO Box 10420
The Terrace
Wellington 6140.

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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5: DEED OF RECOGNITION

8 DEFINITIONS

8.1 In this deed -

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

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

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

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

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

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

Minister means the Minister of Conservation; and

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

settling group and Ngāti Hāua 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.

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5: DEED OF RECOGNITION

- 9.3 A term defined by –
- 9.3.1 this deed has that meaning; and
- 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that 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.
- 9.7 Something, that must or may be done on a day that is not a working day, must or may be done on the next working 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.

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5: DEED OF RECOGNITION

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the
presence of -

WITNESS

Name:

Occupation:

Address:

The Director-General of Conservation
in the presence of –

WITNESS

Name:

Occupation:

Address:

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5: DEED OF RECOGNITION

Schedule

Copies of Statements of Association

Below are set out the statements of Ngāti Hāua particular cultural, spiritual, historical and traditional association with identified areas.

Mohakatino Conservation Area

The area called Tawhitikaupeka (Tawhitiraupeka) is situated in the Mohakatino Conservation Area. The peak of Tawhitikaupeka was an old boundary marker for the area of land gifted to the Ngāti Hāua tupuna Kimihia by her male cousins Tuhaia and Terekau. At the source of the tributary of Tangarakau River in the gorge, traps were made to catch weka. When cooked they were half raw and that gave the name of Umukaimata. It was the rangatira, Kaupeka, that made the traps, giving his name to Tawhitikaupeka. Kaupeka was the brother of Tamahina who was the second husband of Hinengakau, the famous ancestress of Ngāti Hāua. It is from the older and younger brothers of Kaupeka that the line of Ngāti Hāua rangatira traditionally descend.

Within the Mohakatino Conservation area is the mountain Upokowere. It stands at the source of the Mangakuru River. In the gorge, Ngāti Hāua made traps catch weka. When cooked they were half raw and that gave the name of Umukaimata. The mountain range is called Waiaraia. Ngāti Hāua trapped kōkako and kiwi within Waiaraia. Otete is the name of the place where birds were cured. A totara tree was located there and when the tree was young the bark was used to make pots (patua) to put the birds in.

Part Tāngarākau Forest Conservation Area (Pūtikituna Pā)

Pūtikituna was a large kāinga and pā at the confluence of the Tāngarākau River and Pūtikituna Stream occupied by Ngāti Hāua hapū including Ngāti Pareteho, Ngāti Ruru, and Ngāti Rangitengaue. Pūtikituna was the largest of several kāinga on the Tāngarākau River.

The Tāngarākau River was one of the Māori “Highways” linking the Whanganui with the Waitara River by way of a relatively short portage over an intervening ridge. Many battles were fought at and around Pūtikituna. Near the pā, Tamatea cut trees for some repair work to his canoes, hence the name Tāngarākau.

Pūtikituna falls within the area of land given to the Ngāti Hāua tupuna, Kimihia, by her Ngāti Hāua relations after the defeat of the Kahu-i-Tara clan.

Pūtikituna was surrounded by numerous Ngāti Hāua mahinga kai. There were many eel weirs in the Tāngarākau River. Freshwater crayfish and fish were also caught around the pā, while the surrounding forest was important for birding. Among the birds caught by Ngāti Hāua were tūī, riroriro, kererū, ruru, weka, kākā and tītī. Pūtikituna was also abundant with cultivation of kūmara, rauriki (pūhā) and taewa (potatoes). The forest around Pūtikituna also yielded tōtara trees for Ngāti Hāua to build canoes.

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5: DEED OF RECOGNITION

According to Ngāti Hāua traditions, Tainui, the beautiful daughter of a chief of Pūtikituna, fell in love with a tupuna called Tūrere. As he was not of high rank, both knew that their union could not be sanctioned. News of beauty and the accomplishments of Tainui spread far beyond the boundaries of her tribe and reached the ears of Ranginui, a proud chief from a pā further down the Whanganui River. Ranginui made himself a canoe for his visit to Pūtikituna pā to ask for Tainui as his wife. But Tainui would not accept as she preferred the lowly born Tūrere, though she kept their friendship secret. However, Ranginui heard about Tūrere and issued a threat against his life. Tainui warned Tūrere and pleaded with him to flee from Pūtikituna. Travelling through the bush to the Waitotara River, Tūrere hurried down towards the coast but the more powerful Ranginui followed closely behind. Tūrere at last fell exhausted at the top of Kaierau hill overlooking the lower reaches of the Whanganui River and here he was caught and strangled to death by Ranginui. Tainui who had followed in the tracks of Tūrere, came at last to the edge of the lake where she learned of the death of Tūrere. She knelt beside the water and shed tears of grief for his memory.

Tāngārākau Forest Conservation Area and Tāngārākau Scenic Reserve

Ngāti Hāua tradition records that within this area, Tamatea Pōkaiwhenua cut trees to repair his canoes, hence the name Tāngārākau. Ngāti Hāua tupuna, Kimihia, received lands in Tāngārākau from Tūhaia and Terekau. Kimihia later divided the lands and gifted some to her sister, Totoro. This division of lands included adjacent lands in Maraekōwhai. The Ngāti Hāua hapū resident within the Tāngārākau Forest Conservation Area are the Ngāti Pare, Ngāti Ruru, Ngāti Hāua, and Ngāti Rangī (Rangitengaue). Ngāti Hāua kāinga were located within the area, such as Pūtiki-tuna, Pohuepapa. Mangaroa, Raekohu and Waikoiewa.

The Tāngārākau River was one of the Māori “highways” linking the Whanganui River with the Waitara River by way of a relatively short portage over an intervening ridge. Many battles were fought in this area and the Tāngārākau River was described in 1894 by the chief of a neighbouring iwi as a “warpath for the people of both sides”.

The names of some of the streams within the Tāngārākau Forest Conservation Area are Oakura, Owakauma, Marangae, Marahemo, Ngā Mahanga, Peuku, Heao, and Te Koura. Historically, there were several eel weirs alongside and within this area, as well as numerous māra kai. There were many eel weirs, they also attracted eels by hanging pigeons in the streams. The eels were cleaned, spitted lengthwise on a tawa stick, wrapped in rauriki leaves tied on with flax and roasted over a campfire in a process called ‘kohuku’.

The Tāngārākau area was an important place for birding and cultivations for Ngāti Hāua. Birds were gathered here for the wedding feast of Paretūhaia, a daughter of Kimihia. Among the birds were tui, riroriro (grey warbler), bush robin, ‘fly-catcher’, pigeon, bell-bird, morepork, weka and kaka. Mutton birds were caught on cleared ridgetops where fires lit at night attracted them to land.

Where the land was suitable for cultivation the trees and bush were cleared and burnt and kumara, rauiki (puha) and later potatoes were grown in the ashes. When the initial fertility of the soil was exhausted bracken took over and provided fern root as a source of food for Ngāti Hāua. The forest also yielded totara trees for canoes. The totara also furnished bark for roofing whares.

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5: DEED OF RECOGNITION

Whangamomona Scenic Reserve

The Ngāti Hāua tupuna, Hinengākau, lived in the area of the Whangamomona Scenic Reserve. Hinengākau would hold her eels in captivity in the Whangamomona River until they were ready for eating. She would set her nets at the nearby Manganuiatea and Waimarino Streams. Waimarino Stream held a guardian taniwha who protected a seemingly endless supply of eels as long as observances were made. Hinengākau would travel from her nearby kāinga to her birthplace at Pohoare, a sacred place for catching eels and the site of a great feast celebrating her birth.

Motutara Scenic Reserve

Through the Motutara Scenic Reserve runs Motutara, a tapu stream which flows from the top of the Kururau Ranges. Within its vicinity is a kohatu (stone) of great significance to Ngāti Hāua. The area was known for bird trapping and was the site of the pā Te Hinau, built during conflict with a neighbouring iwi by the Te Pikikotuku whānau.

Te Maire Scientific Reserve

Situated on the left bank of the Te Maire stream, the Reserve contains a kāinga where Kahukarewau, a principal chieftainess and prophetess renowned in her time for her extraordinary powers. A conflict arose when a neighbouring taua came south to kill Kahukarewau, who they believed had been casting incantations against them. The taua caught her at Whenuatere and believed they had killed her there. Kahukarewau, however, survived and called a great army together said to be 2,000 strong. This army caught the 300 warriors of the taua at Te Maire and killed every one of them. This battle was called Te Karekare. During the fight, a warrior named Tangimanurau killed five opponents in single combat. He dismembered their bodies on a rock named Patunga-o-hari. Te Maire has remained tapu for Ngāti Hāua.

Other pā on the Reserve are Te Hinau, on the Motutara Stream, and Te Maire, on the left bank of the Te Maire Stream. Te Maire was the point where an old track left the river and turned east. Near Te Hinau pā were some well-preserved pits formerly used for taking the kiore Māori or native rat. These pits were excavated in the soft rock or indurated clay commonly known as papa. They bore a marked resemblance to the small pits so much used as storage places for sweet potatoes in former days, but are situated on flat ground, whereas the store pits were generally situated on sloping ground, or the summit of a ridge or spur, or on the brink of a terrace.

Kawautahi Scenic Reserve

The Reserve is located on land that Whakaneke gifted to Ngamanoka, who was the son of Tamakehu II. It is a place of great tapu for Ngāti Hāua as there was a lake with a taniwha. In shape, the taniwha was something like a man but was quite black and covered all over with rough hair, he had also two knobs on his head, not horns, but something like them. He was able to travel both through the water and over land at tremendous speed, and very few escaped him if ever they were sighted. Since the earliest times of living in the area, Ngāti Hāua tūpuna have avoided the lake. The lake has since been drained, but the taniwha remains trapped there.

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Kawautahi is the source of eels which travel downstream and into the Retaruke River.

Marginal Strip – Whakapapa River

This marginal strip contains the first pā tuna on the upper reaches of the Whakapapa and Whanganui Rivers.

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6. TERMS AND CONDITIONS OF NOHOANGA ENTITLEMENT

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TERMS AND CONDITIONS OF NOHOANGA ENTITLEMENT

THIS NOHOANGA ENTITLEMENT is granted on *[Insert the date]*

PARTIES

TE WHIRINGA KĀKAHO O NGĀTI HĀUA (the “**Governance Entity**”);

AND

HIS MAJESTY THE KING in right of New Zealand acting by the *[Insert the Land Holding Agent]* (the “**Crown**”).

BACKGROUND

- A. Ngāti Hāua and the Crown are parties to a Deed of Settlement (the “**Deed of Settlement**”) to settle the historical claims of Ngāti Hāua dated *[Insert the date of the Deed of Settlement]*.
- B. The Deed of Settlement and *[insert the name of the Settlement Legislation]* (the “**Settlement Act**”) provide for the Crown to grant a Nohoanga Entitlement in this form.

IT IS AGREED as follows:

1. GRANT OF NOHOANGA ENTITLEMENT

1.1 The Crown grants to the Governance Entity a Nohoanga Entitlement:

- 1.1.1 over the sites described in Schedule 5 of the Settlement Act being adjacent to the associated waterways (the “**Waterways**”); and
- 1.1.2 for the purpose of permitting Members of Ngāti Hāua to occupy the Nohoanga Site temporarily, exclusively and on a non-commercial basis:
 - (a) so as to have access to the Waterway for lawful fishing; and
 - (b) for the lawful gathering of other natural resources in the vicinity of the Nohoanga Site.

2. TERMS OF NOHOANGA ENTITLEMENT

Term of Nohoanga Entitlement

- 2.1 The initial term of this Nohoanga Entitlement is a period of 10 years beginning on the Settlement Date.
- 2.2 This Nohoanga Entitlement must, at the option of the Governance Entity, be renewed for further terms of 10 years each, unless it is terminated under clause 6.

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6: TERMS AND CONDITIONS OF NOHOANGA ENTITLEMENT

Period of occupation of Nohoanga Site

2.3 The Governance Entity:

2.3.1 may permit Members of Ngāti Hāua to occupy the Nohoanga Site, to the exclusion of other persons, for any period or periods in a calendar year that do not exceed 210 days in total; but

2.3.2 must not permit Members of Ngāti Hāua to occupy the Nohoanga Site during the period beginning on 1 May and ending at the close of 15 August.

Right to erect camping shelters or temporary dwellings

2.4 The Governance Entity:

2.4.1 may permit Members of Ngāti Hāua, while occupying the Nohoanga Site, to erect camping shelters or similar temporary dwellings on the Nohoanga Site; but

2.4.2 must ensure any camping shelters or temporary dwellings are removed from the Nohoanga Site when those Members of Ngāti Hāua cease to occupy the site.

Related activities on Nohoanga Site

2.5 The Governance Entity:

2.5.1 may, with the written consent of the Land Holding Agent, permit Members of Ngāti Hāua to undertake other activities on the Nohoanga Site that are reasonably necessary for the Nohoanga Entitlement to be used for the purposes set out in clause 1.1.2; and

2.5.2 must, when applying for the Land Holding Agent's consent, provide to the Land Holding Agent full details concerning the proposed activities, including:

(a) the effect of the proposed activities:

(i) on the Nohoanga Site; and

(ii) if the Nohoanga Site is held under Conservation Legislation, on the surrounding land and associated flora and fauna; and

(b) any measures that the Governance Entity proposes to take (if the Land Holding Agent's consent is given) to avoid, remedy, or mitigate adverse effects.

2.6 If the Nohoanga Site is held under Conservation Legislation, the Land Holding Agent may, when considering whether to give his or her consent under clause 2.5.1, require that the Governance Entity provide at its expense:

2.6.1 an environmental impact report about the proposed activities; and

2.6.2 an audit of that report.

2.7 The Land Holding Agent's consent under clause 2.5.1:

2.7.1 is at his or her complete discretion; and

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2.7.2 may be subject to any conditions that he or she thinks fit (including, in relation to land held under Conservation Legislation, reasonable conditions to avoid, remedy or mitigate adverse effects of the proposed activities on the Nohoanga Site, surrounding land or associated flora and fauna).

2.8 Clause 2.5.1 is subject to clauses 3.4 and 3.5.

Enforcement of rights

2.9 While Members of Ngāti Hāua are occupying the Nohoanga Site, the Governance Entity may enforce its rights under this Nohoanga Entitlement against persons who are not parties to the Deed of Settlement as if it owned the Nohoanga Site.

2.10 The Crown is not obliged to enforce, on behalf of the Governance Entity, the rights of the Governance Entity under this Nohoanga Entitlement.

Crown liability

2.11 If the Crown has complied with its obligations under this Nohoanga Entitlement, the Crown is not liable to compensate the Governance Entity (whether on termination of this Nohoanga Entitlement or at another time) for activities undertaken by the Governance Entity on the Nohoanga Site.

3. OBLIGATIONS IN RELATION TO NOHOANGA ENTITLEMENT

Condition of land when occupation ceases

3.1 The Governance Entity must ensure that, when Members of Ngāti Hāua who have been permitted by the Governance Entity to occupy the Nohoanga Site cease to occupy the site, it is left in substantially the same condition as it was when they began occupying the site.

3.2 Clause 3.1 does not apply to temporary effects normally associated with occupation of the Nohoanga Site under this Nohoanga Entitlement.

Nohoanga Entitlements must not impede public access or official functions

3.3 The grant and exercise of this Nohoanga Entitlement must not:

3.3.1 impede access by members of the public along the Waterway; or

3.3.2 prevent agents of the Crown, or persons exercising statutory powers, from undertaking their functions in relation to the Nohoanga Site.

Compliance with laws, bylaws, and land and water management practice

3.4 The Governance Entity, Members of Ngāti Hāua permitted to occupy the Nohoanga Site, and activities carried out on the Nohoanga Site by them, are subject to the legislation and land and water management practices that apply to the Nohoanga Site.

3.5 In particular, the Governance Entity is subject to any requirement to apply for resource consents under the Resource Management Act 1991 for activities on the Nohoanga Site.

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Payment of targeted rates

- 3.6 The Governance Entity must reimburse the person paying the rates for a Nohoanga site for any rates payable under section 9 of the Local Government (Rating) Act 2002 in respect of the Nohoanga Site, in proportion to the period for which the Governance Entity is entitled to occupy the Nohoanga Site under clause 2.3.

Nohoanga Entitlement may not be assigned

- 3.7 The Governance Entity may not assign its rights under this Nohoanga Entitlement.

4. CROWN'S EXERCISE OF RIGHTS IN RELATION TO NOHOANGA SITE

Carrying out land and water practice management practices

- 4.1 The Land Holding Agent, in carrying out land and water management practices relating to the Nohoanga Site, must:
- 4.1.1 have regard to this Nohoanga Entitlement;
 - 4.1.2 notify the Governance Entity of an activity that may affect the use by Members of Ngāti Hāua of the site for the purposes set out in clause 1.1.2; and
 - 4.1.3 avoid unreasonable disruption to the use of the Nohoanga Site by Members of Ngāti Hāua for the purposes set out in clause 1.1.2.

Crown's obligations to provide access

- 4.2 If an event described in clause 4.3 occurs during the term of this Nohoanga Entitlement, the Crown will use reasonable endeavours to ensure that Members of Ngāti Hāua continue, for the rest of the term, to have the same type of access to the Nohoanga Site that they had before the event occurred.
- 4.3 The events are:
- 4.3.1 the disposal by the Crown of land adjacent to the Nohoanga Site; or
 - 4.3.2 a change in the classification or status of land adjacent to the Nohoanga Site.

- 4.4 The Crown's obligation in clause 4.2 is subject to its obligations under any enactment.

No restriction on the Crown's right to dispose of site

- 4.5 The grant and exercise of this Nohoanga Entitlement does not restrict the Crown's right to dispose of the Nohoanga Site, the land adjacent to the site, or the land adjacent to the Waterway.

5. SUSPENSION OF NOHOANGA ENTITLEMENT

- 5.1 The Land Holding Agent:
- 5.1.1 may suspend this Nohoanga Entitlement; but

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5.1.2 must not suspend this Nohoanga Entitlement unless he or she:

- (a) consults the Governance Entity;
- (b) has particular regard to its views; and
- (c) considers the suspension is necessary for the management of the Nohoanga Site, having regard to the purposes for which the Nohoanga Site is held by the Land Holding Agent.

5.2 If the Land Holding Agent suspends this Nohoanga Entitlement, the Governance Entity may, after the end of the suspension, permit Members of Ngāti Hāua to occupy the Nohoanga Site for a period equal to the period of the suspension.

5.3 The Governance Entity is not subject to the restriction in clause 2.3.2 when permitting members of Ngāti Hāua to occupy the Nohoanga Site under clause 5.2.

6. TERMINATION OF NOHOANGA ENTITLEMENT

By agreement

6.1 The Governance Entity and the Crown may terminate this Nohoanga Entitlement by written agreement.

On the occurrence of certain events

6.2 The Crown may terminate this Nohoanga Entitlement by giving written notice to the Governance Entity on one or more of the following grounds:

6.2.1 the Crown has disposed of the Nohoanga Site;

6.2.2 the Nohoanga Site has been destroyed or permanently and detrimentally affected;

6.2.3 the Nohoanga Site is on reserve land that may be required for the specific purpose for which it is held as a reserve;

6.2.4 the Nohoanga Site is an unformed legal road that is to be formed; or

6.2.5 despite the Crown's reasonable endeavours, Members of Ngāti Hāua do not have lawful access to the Nohoanga Site following the occurrence of an event described in clause 4.3.

6.3 On the termination of a Nohoanga Entitlement under clauses 6.1 or 6.2, the Crown must take all reasonable steps to grant a replacement Nohoanga Entitlement to the Governance Entity.

6.4 Clause 6.3 does not apply in relation to a Nohoanga Entitlement if the fee simple estate in the Nohoanga Site is vested in the Governance Entity.

6.5 The grant of a replacement Nohoanga Entitlement under clause 6.3 must be over land that complies with clause [8.44] of the Deed of Settlement.

6.6 Clauses 6.3, 6.4 and 6.5 survive the termination of this Nohoanga Entitlement.

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Default

- 6.7 The Crown may terminate this Nohoanga Entitlement by giving written notice to the Governance Entity if:
- 6.7.1 the Governance Entity has defaulted in performing any of its obligations under this Nohoanga Entitlement; and
 - 6.7.2 the default is not capable of remedy; or
 - 6.7.3 the default is capable of remedy; and
 - (a) the Crown has given written notice to the Governance Entity specifying the default and the remedy required; and
 - (b) the Governance Entity has not remedied the default as required by the Crown at the end of 41 working days after written notice from the Crown.
- 6.8 The Governance Entity may, not earlier than two years after the termination of a Nohoanga Entitlement under clause 6.7, apply to the Minister of the Crown who, under the authority of a warrant or with the authority of the Prime Minister, is responsible for administering the Māori Trust Boards Act 1955, for the grant of a replacement Nohoanga Entitlement over land that complies with clause [8.44] of the Deed of Settlement.
- 6.9 On receipt of an application under clause 6.8, the Crown may, in its discretion, take reasonable steps to grant a replacement Nohoanga Entitlement over land that complies with clause [8.44] of the Deed of Settlement.
- 6.10 Clauses 6.8 and 6.9 survive the termination of this Nohoanga Entitlement.

7. OTHER MATTERS

- 7.1 Under sections 213 and 214 of the Settlement Act, except as expressly provided in this Nohoanga Entitlement the grant and exercise of this Nohoanga Entitlement does not:
- 7.1.1 affect the lawful rights or interests of any person; or
 - 7.1.2 grant, create or provide evidence of an estate or interest in, or rights relating to, the Nohoanga Site.

8. INTERPRETATION

Definitions from the Deed of Settlement and the Settlement Act

- 8.1 Unless the context requires otherwise, terms or expressions defined in the Deed of Settlement and the Settlement Act have the same meaning in this Nohoanga Entitlement.

Other definitions

- 8.2 In this Nohoanga Entitlement, unless the context requires otherwise, Land Holding Agent means the Minister of Conservation.

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8.3 References in this Nohoanga Entitlement to Members of Ngāti Hāua being permitted to occupy the Nohoanga Site, or occupying the Nohoanga Site, means being permitted to occupy the Nohoanga Site, or occupying it, under this Nohoanga Entitlement.

[Insert signing provisions for the Governance Entity]

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of

HIS MAJESTY THE KING

in right of New Zealand by

the Minister of Conservation

WITNESS

Name:

Occupation:

Address

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7. NGĀ WHENU O TE TĀTAIRANGO

DOCUMENTS

**7.1: TE WHENU O TE MANATŪ WHAKAHIATO ORA
– THE STRAND OF SOCIAL DEVELOPMENT**

DOCUMENTS

**7.1: TE WHENU O TE MANATŪ WHAKAHIATO ORA – THE STRAND OF SOCIAL
DEVELOPMENT**

[TO BE INSERTED]

DOCUMENTS

**7.2: TE WHENU O TE ORANGA TAMARIKI
– THE STRAND OF CHILDREN**

DOCUMENTS

7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

TE TĀTAIRANGO O TE KARAUNA KI NGĀTI HĀUA

TE WHENU O ORANGA TAMARIKI

[RELATIONSHIP AGREEMENT]

Between

NGĀTI HĀUA

and

TE WHIRINGA KĀKAHO O NGĀTI HĀUA

and

ORANGA TAMARIKI

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

TIMATATANGA

Ruruku te rangi

Tēnei te rangi ka ū ka mou

Ko te ruruku i rukutia ai

Ko Ranginui e tū nei

Tēnei te ruruku ka ū ka mou

Ko te ruruku o tēnei whenua

I rukutia kutikuti pekapeka

Ko Papatūānuku e takoto nei

Tēnei te ruruku ka ū ka tāmoua ki ngā taurira

He ruruku ki tēnei matua iwi

He ruruku ki tēnei hononga e hai!

E rongo whakairihia ki runga, ki runga hai

Turuturu o whiti whakamoua kia tina

Haumie, hui, taiki e!

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

1. THE PARTIES

1.1 The Parties to this Relationship Agreement are:

- (a) Te Whiringa Kākaho o Ngāti Hāua, being the post settlement governance entity for Ngāti Hāua;
- (b) Oranga Tamariki.

NGĀTI HĀUA

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 1.2 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.
- 1.3 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

- 1.4 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 1.5 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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**7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN
Te Pou Tikanga / Ngāti Hāua values**

- 1.6 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
 - (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
 - (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
 - (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

ORANGA TAMARIKI VALUES

- 1.7 The vision of Oranga Tamariki is that New Zealand values the wellbeing of tamariki above all else.
- 1.8 The purpose of Oranga Tamariki is to ensure that all tamariki are in loving whānau and communities where oranga can be realised.
- 1.9 The values of Oranga Tamariki are:
- (a) We put tamariki first: We will challenge when things are not right for the child.
 - (b) We respect the mana of people: We listen, we do not assume, and we create solutions with others.
 - (c) We believe that aroha is vital; it keeps us focused on what is right.
 - (d) We value whakapapa: Tamariki are a part of a whānau and a community.
 - (e) We are tika and pono: We do what we say we will do.
 - (f) We recognise that oranga is a journey: We understand the long-term impact of our actions today.

2. BACKGROUND AND PURPOSE

- 2.1 Under the Deed of Settlement dated [X] between [PSGE] and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the wellbeing of the whānau and hapū of Ngāti Hāua.

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

2.2 The purpose of this relationship agreement is to:

- (a) acknowledge the importance of Te Pou Tikanga to Ngāti Hāua and regard Te Pou Tikanga as a basis for supporting the relationship between Ngāti Hāua and the Crown;
- (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting Oranga Tamariki with Ngāti Hāua;
- (c) facilitate revitalisation of Ngāti Hāua through support in the development and implementation of the Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework.

2.3 To this end, the Parties agree:

- (a) the success of their relationship depends on developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Pou Tikanga and Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) therefore, in good faith, to give life to Te Pou Tikanga as set out in this agreement;
- (c) to uphold the spirit of Te Tiriti o Waitangi/Treaty of Waitangi.

3. RELATIONSHIP PRINCIPLES

3.1 The Parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) upholding the spirit of Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (c) working together in co-operation and collaboration, including acting in good faith, fairly, reasonably and with integrity, honesty, transparency and accountability;
- (d) working with a 'no surprises' approach by ensuring early engagement on issues of known mutual interest;
- (e) acknowledging that the relationship is flexible and evolving;
- (f) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise;
- (g) respecting the independence of the Parties and their individual roles and responsibilities;
- (h) give effect to the principles of Māori data sovereignty and Ngāti Hāua rights and interests in mātauranga Māori and data;
- (i) ensuring accountability for agreed decisions and actions through monitoring and review.

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

4. NGĀTI HĀUA ASPIRATIONS FOR THE RELATIONSHIP WITH ORANGA TAMARIKI

- 4.1 Ngāti Hāua enters into this Relationship Agreement with Oranga Tamariki with the following aspirations:
- (a) To uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
 - (b) To ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to revitalisation of Ngāti Hāua;
 - (c) Recognition of Te Pou Tikanga as the basis for resetting the relationship between Ngāti Hāua and the Crown;
 - (d) To support development and implementation of a social transformation strategy for Ngāti Hāua and its communities guided by He Piko O Rauru (Māui) framework.
- 4.2 He Piko O Rauru (Māui) Framework (Appendix B) is structured around Te Pou Tikanga and articulates social revitalisation outcomes: Ngā Whaingā (vitality outcomes) and Huangā (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together, they set out the strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people. He Piko O Rauru (Māui) Framework will guide development of Ngāti Hāua social transformation strategy.
- 4.3 Ngāti Hāua intend that the work programmes that arise from the Relationship Agreement will contribute to realising [following] He Piko O Rauru (Māui) Ngā Whaingā (vitality outcomes):
- (a) **Whānau proud and strengthened by being Ngāti Hāua:** Ngāti Hāua whānau are proud of, connected to, and engaged in, being Ngāti Hāua;
 - (b) **Supporting marae, uri and hapū growth:** Supporting marae, uri and hapū as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations;
 - (c) **Building understanding and creating opportunities:** Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing;
 - (d) **Whānau participation:** Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities;
 - (e) **The mouri of Ngāti Hāua lands, rivers, lakes, forests and mountains is protected:** Whānau are nourished by the environment culturally and physically; and
 - (f) **Improved whānau wealth and capacity:** Providing the means to achieve the inter-generational tribal vision and uri who are active local and global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability.

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5. ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme within the responsibilities of Oranga Tamariki may have a direct impact on Ngāti Hāua.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual strategic relationship hui** as set out in clauses 5.4 to 5.11
 - (b) progress work on agreed mutual priorities through **operational level engagement** as set out in clauses 5.12 and 5.13
 - (c) collaborate and develop a **work plan** as set out in clauses 5.14 to 5.19
- 5.3 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

ANNUAL STRATEGIC RELATIONSHIP HUI

- 5.4 The Parties agree that a senior representative of the Governance Entity and the Deputy Chief Executive Māori Oranga Tamariki will participate in an annual relationship meeting;
- 5.5 The Oranga Tamariki representative at the annual relationship meeting will be a member of the Oranga Tamariki Leadership Team, who is delegated to make decisions upon Oranga Tamariki's behalf.
- 5.6 Before each relationship meeting held in accordance with clause [5.4], representatives of the Governance Entity and Oranga Tamariki will agree to administrative arrangements for the meeting including the agenda.
- 5.7 Agenda items should include:
- (a) the annual workplan for Oranga Tamariki, including any legislative or policy developments of interest to or affecting the interests represented by the Governance Entity;
 - (b) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (c) discuss and agree priority initiatives or areas of collaboration that will strengthen the health of the relationship between Parties and support work on mutual priorities;
 - (d) review of any work plan developed under clause [5.4] informed by the assessment of He Piko O Rauru (Māui) indicators;
 - (e) [review of Oranga Tamariki's commissioning and procurement contracts within the Ngāti Hāua rohe:
 - (i) with the intention of growing the share of those contracts being delivered by locally owned businesses; and
 - (ii) for opportunities for Ngāti Hāua businesses under the Crown's progressive procurement policy;]
 - (f) any other matters of mutual interest; and

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- (g) next steps, including any further meeting dates required to review aspects of the Oranga Tamariki work programme or any new policies or processes that may be of interest to the Governance Entity.
- 5.8 [where relevant] Clause [X] of the Deed of Settlement provides for a post-settlement Ministerial meeting to discuss the Ngāti Hāua social transformation strategy with the Minister for Children. The Parties consider that annual strategic relationship hui would appropriately assist and inform the meeting planning. Therefore, the agenda for the annual strategic relationship hui preceding the meeting with the Minister may include an item on Ngāti Hāua meeting with the Minister.
- 5.9 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 5.10 The first relationship meeting will take place within a timeframe not exceeding more than 3 months of Oranga Tamariki receiving a written request by the Governance Entity.
- 5.11 The Parties may mutually agree not to hold annual relationship meetings.

OPERATIONAL LEVEL ENGAGEMENT

- 5.12 The Parties agree that ongoing engagement is needed to operationalise the work plan developed as set out in clauses [5.1 to 5.3].
- 5.13 Operational level engagement will involve:
- (a) coordinating the organisation of the annual strategic relationship hui;
 - (b) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
 - (c) mitigating issues and risks;
 - (d) explore further opportunities for collaboration as they arise;
 - (e) working with Governance Entity to identify matters that are subject to engagement; and
 - (f) monitoring progress against the He Piko O Rauru (Māui) Tohutohu (indicators).

WORK PLAN

- 5.14 As a result of the annual relationship meetings, held in accordance with clause [5.4], and as part of other relationship meetings held in accordance with clause [5.8], the Parties may]develop a work plan
- 5.15 The Parties may be interested to include, but are not limited to, the following projects and topics in the work plan:
- (a) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (b) supporting development and implementation of Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework, including through provision of data and resource capability such as secondments;

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- (c) considering opportunities to collaborate on issues and initiatives of mutual priority;
 - (d) sharing information which is of mutual benefit;
 - (e) creating opportunities for increased learning and capacity building;
 - (f) setting out a timetable and milestones for delivering on any agreed commitments;
 - (g) confirming the responsibilities for the Parties to meet any agreed commitments; and
 - (h) setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of He Piko O Rauru (Māui) Tohutohu (indicators).
- 5.16 When developing work plans under this agreement, the [AGENCY/ENTITY] may invite any other party to be involved in discussions about the work plan. The [AGENCY/ENTITY] will engage with the [Governance Entity] before issuing any such invitation.
- 5.17 Work plans will be mutually agreed by the [Governance Entity] and the [AGENCY/ENTITY] and will reflect the priorities, resources and the specific functions and duties of the Parties.
- 5.18 The Parties have agreed the following topics are priority for initial discussions, and may result in an initial work plan:
- (a) Oranga Tamariki support for and input into Ngāti Hāua’s He Piko o Rauru social transformation plan (to be agreed: examples include: building capability through intern and recruitment opportunities, developing data sharing opportunities to support monitoring)
- 5.19 Monitoring of He Piko O Rauru Tohutohu (indicators) will inform development and review of the work plan.

6. TE TĀTAIRANGO COLLABORATIVE AGENCY FORUM

- 6.1 The Te Tātairango Collaborative Agency Forum is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work collaboratively on cross-cutting issues of mutual interest collaboratively where it is mutually beneficial to do so, on matters of common interest within the rohe of Ngāti Hāua.
- 6.2 [Where the priorities (“Collective Priorities”) of the Governance Entity, Oranga Tamariki and any one or more other Crown agencies (the “Collective Agencies”) referred to in clause [9.7] of the Deed of Settlement dated [X] between Ngāti Hāua and the Crown (the “Deed of Settlement”) align, Oranga Tamariki will, where it is mutually beneficial to do so, seek to work together with the Governance Entity and the relevant Collective Agencies on the Collective Priorities.

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- 6.3 Oranga Tamariki acknowledges that discussion regarding Collective Priorities will occur at the annual relationship meetings and:
- (a) may include development of a collective work plan; and
 - (b) will be subject to the resourcing work programmes and priorities of the Governance Entity, Oranga Tamariki and the relevant Collective Agencies.
- 6.4 Oranga Tamariki acknowledges that, with the agreement of the Governance Entity, Oranga Tamariki and the relevant Collective Agencies, other Crown agencies, interest groups and organisations may participate in the engagement with the Collective Priorities contemplated by clause [6.2].
- 6.5 Oranga Tamariki acknowledges that [Ministry of Housing and Urban Development – Te Tuāpapa Kura Kāinga] will convene and facilitate the first annual relationship meeting between the Governance Entity, Oranga Tamariki and the Collective Agencies and will identify any agenda items that could involve collective engagement as contemplated by clause [6.2].]
- 6.6 [Alternative drafting for agencies not proposed to be a part of the Cross Agency Forum Collective Agreement] The Agency will participate in the activities of the Collaborative Agency Forum when it is in the mutual interests of the [AGENCY/ENTITY] and the Governance Entity to do so.
- 7. INFORMATION SHARING**
- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and Oranga Tamariki will use their best endeavours to share information in relation to, but not limited to:
- (a) information related to services funded by Oranga Tamariki within the Ngāti Hāua area of interest;
 - (b) aggregated and anonymised data about people who are clients of Oranga Tamariki who either identify as a descendant of Ngāti Hāua or who reside in the Ngāti Hāua area of interest
 - (c) employment opportunities for Ngāti Hāua, including any potential opportunities for joint initiatives in service of Ngāti Hāua tamariki and mokopuna, such as child and youth care or youth justice services, within the Ngāti Hāua Area of Interest; data on He Piko O Rauru (Māui) outcomes and indicators in the Ngāti Hāua area of [interest/relationship/settlement redress]; and
 - (d) statistics and other data of relevance to Ngāti Hāua, including data relating to tamariki and mokopuna with Ngāti Hāua whakapapa, and/or are within the Ngāti Hāua Area of Interest.

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

8. COMMUNICATION

- 8.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause [5] of this agreement;
 - (b) information sharing in accordance with clause [7];
 - (c) maintaining information on the Parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at Oranga Tamariki for the Governance Entity who will act as a liaison person with other Oranga Tamariki staff;
 - (e) providing reasonable opportunities for the Governance Entity to meet with senior staff of the Oranga Tamariki to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Oranga Tamariki staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for the Governance Entity to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to the Governance Entity on any decision that is made that relates to the agreement.

9. CONTACTS

- 9.1 The contact person for the [AGENCY/ENTITY] for all matters relating to this Relationship Agreement is:
- (a) [position within AGENCY/ENTITY], [relevant region], [postal address]; and
 - (b) [[senior] lead position within AGENCY/ENTITY or equivalent], [relevant region], [postal address].
- 9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the [Chief Executive] of the Governance Entity.
- 9.3 The contact persons named in clauses [9.1(a)], [9.1(b)] and [9.2] may change from time to time. Oranga Tamariki and the Governance Entity agree to update each other as and when this occurs.

DOCUMENTS

7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

10. [if not included in the ANNUAL STRATEGIC HUI section to be included here] PROCUREMENT

10.1 The Parties will meet on a biannual basis for the purposes of;

- (a) Reviewing [Relevant Agency] procurement contracts within the Ngāti Hāua rohe, with the intention of growing the share of those contracts being delivered by locally owned businesses; and
- (b) Reviewing [Relevant Agency] procurement contracts for opportunities for Ngāti Hāua businesses under the Crown’s progressive procurement policy.

11. OFFICIAL INFORMATION

11.1 Oranga Tamariki is subject to the requirements of the Official Information Act 1982 (“OIA”).

11.2 Oranga Tamariki may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

11.3 Oranga Tamariki will where possible notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to Oranga Tamariki in a timely fashion, so that they are able to meet the statutory timeframes for responding to the relevant request for information.

12. RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

12.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.

12.2 In accordance with the principles described in clause [3], nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

12.3 The commitments of Oranga Tamariki under this Relationship Agreement are limited to the extent that they are within their capability, resources, mandated work programme and/or agency priorities, including the priorities of the government of the day.

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

12.5 For the avoidance of doubt, this relationship agreement is not legally binding on parties to this relationship agreement and will not commit or restrain any legal rights or obligations or functions, duties and powers of Ministers, Chief Executives, Boards of Crown Entities and officials, nor will it be contrary to public finance policy.

13. SPECIAL CONDITIONS

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

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

14. REVIEW AND AMENDMENT

- 14.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 14.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 14.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause [5.4] and may sign a variation to this Relationship Agreement which will take effect [upon signing]. The Parties may agree in writing to review or vary the provisions of this agreement.

15. DISPUTE RESOLUTION PROCESS

- 15.1 If a dispute arises in connection with this agreement, a meeting will be convened between the [Governance Entity] and Oranga Tamariki within [two weeks] of dispute arising (or as otherwise agreed by the Parties). At the meeting every effort will be made in good faith to resolve matters directly with each other, within a reasonable timeframe and to endeavour to find a resolution to the matter. This initial stage of the process may involve more than one meeting and may take place across XX months.
- 15.2 In the event a problem cannot be resolved between representatives of the Governance Entity and Oranga Tamariki listed at clauses [x] and [x], it shall be escalated to the Chief Executives (or person of equivalent seniority) of each party to meet to reach a common resolution.
- 15.3 Where the dispute has not been resolved within [one month] (or as otherwise agreed by the Parties) through a meeting under [clause 15.2] then a party may seek the dispute to be referred to mediation as follows:
- (a) the party seeking the dispute to be referred to mediation must provide written notice outlining the reasons for seeking mediation to the other party or parties.
 - (b) the Parties will seek to agree upon a mediator and, failing agreement within [15 working days] of the date of the notice described in [clause 15.3(a)], a mediator will be appointed by the Tumuaki of Te Hunga Rōia Māori o Aotearoa. If, for any reason, this is not possible, a mediator will be appointed by President of the New Zealand Law Society. The mediator will be:
 - (i) familiar with tikanga based dispute resolution; and
 - (ii) independent of the dispute.
 - (c) the mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.
- 15.4 Unless otherwise agreed, where a mediator is appointed through the process described in [clause 15.3(b)], the costs of the mediation will be met jointly by the Parties.

16. DEFINITIONS

“the Area” means the Ngāti Hāua Area of Interest as defined at Appendix A

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN
“Settlement Date” has the same meaning as in the Deed of Settlement.

SIGNED for and on behalf of the)
[AGENCY/ENTITY])
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of **[GOVERNANCE ENTITY]**)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

APPENDIX A – [NGĀTI HĀUA AREA OF INTEREST]

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

APPENDIX B – HE PIKO O RAURU (MĀUI) FRAMEWORK

POU:	Ngāti-Hāuatanga	Riri-Kore	Rangitengaue	Rongo-Niut	Kokakot	Tapakat
Values Kia Te Māui	<i>Kia-toitu-te-mana-whakau-na-Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua iwi-identity	<i>Na-nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Mao-te-Piharau, ano-te-Piharue-Whakatika.</i> Ngāti-Hāua iwi Solutions for Ngāti-Hāua people	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What iron has destroyed, iron will again rebuild	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The River first, the River second.	<i>He-huinga-wai, he-huinga-iwi.</i> The joining of waters, the union of people.
Work-Programme	Te-Mana-o-Ngāti-Hāua A Secure Identity	Hapū-Ora Intergenerational sustainability & inspirational leadership	Oranga Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga Education	Te-Ao-Tūroa Environmental Stewardship	Whai-Rawa Economic Prosperity
Ngāi-Wānanga Vitality-Outcomes	Whānau-Proud & Strengthened by being Ngāti-Hāua Ngāti-Hāua whānau are proud of, connected to, and engaged in, being Ngāti-Hāua	Supporting-Marae, Uri and hapū-Growth Supporting Marae, Uri and hapū as they work towards their own self-determined pathway and, where possible, ensuring central services are devolved to match these aspirations	Building understanding & creating opportunities Building a comprehensive understanding of Ngāti-Hāua health, housing and social wellbeing, and creating opportunities for whānau Strengthening community bonds, engagement and wellbeing	Whānau-Participation Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities	The-Mouri-of-Ngāti-Hāua-Lands, Rivers, Lakes, Forests & Mountains are Protected Whānau are nourished by the environment culturally & physically	Improved Whānau-Wealth & Capacity Providing the means to achieve inter-generational tribal vision and uri who are active local & global citizens Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability
Ngāi-Whānau-Charteristic-Outcomes O-What will success look like?	This will be achieved by: To retain and grow a number of proficient speakers of Te Reo o Ngāti-Hāua To preserve, research, create, disseminate and make accessible Ngāti-Hāua knowledge, kawa and tikanga to help our uri return to their Ōkaiapo Develop leadership capability at all levels Organise a range of events to unite our people and to maintain relationships with other iwi Implementing wānanga strategy	This will be achieved by: Intergenerational planning and inter-generational transmission is ensured succession planning All marae have a strategic vision and planning Build the capability, capacity and vibrancy of our marae, on the paepae, financial management Key relationships and critical awareness developed i.e. research Marae collective for bulk purchasing insurance, maintenance equipment solar power etc. Also forum for inter-marae relationships	This will be achieved by: Improve and ensure access for whānau to health, housing and social well-being services Improving whānau living conditions and affordable housing Ensuring our pepi are born healthy and our tamariki are living in strong confident and secure whānau where they are safe Kaumātua & Rangatahi have a korowai of service around them to keep the warm and safe. Ensure our whānau have the skills to be financially secure and have financial freedom to support their options and choices Thriving collectively owned enterprises, infrastructure	This will be achieved by: To support Ngāti-Hāua learner success in two worlds-tamariki who are literate and learning leaders To create and support Ngāti-Hāua educational and training opportunities for the prosperity of our people To influence learning centres within our rohe, ensuring quality education to our whānau and invest in learner success Pathways to meaningful employment and iwi, hapū leadership Linking local education to local whenua, awa, maunga, history etc	This will be achieved by: Ngāti-Hāua iwi will assert and exercise rangatiratanga and kaitiakitanga over our natural resources We protect and enhance our taonga iho for future generations Protection, enhancement and use of mana, resources and mātauranga for our environmental taonga Partnership with Ngā-Whenua-Rahui for pest control, biodiversity monitoring etc Large scale re-forestation of marginal farm lands and riparian zones using CO2 credits scheme	This will be achieved by: Actively participating and influencing our communities Committed to the maintenance and development of the Ngāti-Hāua iwi commercial divisions Investments shall not conflict with our cultural values, triple bottom line, define values and mechanisms to ensure outcomes Support initiatives to improve the financial literacy of our people and the financial and economic capability of our entities Strong economic influence, financial institution PSGE

POU:	Ngāti-Hāuatanga	Riri-Kore	Rangitengaue	Rongo-Niut	Kokakot	Tapakat
Values Kia Te Māui	<i>Kia-toitu-te-mana-whakau-na-Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua iwi-identity	<i>Na-nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Mao-te-Piharau, ano-te-Piharue-Whakatika.</i> Ngāti-Hāua iwi Solutions for Ngāti-Hāua people	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What iron has destroyed, iron will again rebuild	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The River first, the River second.	<i>He-huinga-wai, he-huinga-iwi.</i> The joining of waters, the union of people.
Work-Programme	Te-Mana-o-Ngāti-Hāua A Secure Identity	Hapū-Ora Intergenerational sustainability & inspirational leadership	Oranga Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga Education	Te-Ao-Tūroa Environmental Stewardship	Whai-Rawa Economic Prosperity
Ngāi-Whānau-Charteristic-Outcomes O-What will success look like?	% Ngāti-Hāua who can hold a conversation about everyday things in te reo Māori # Whānau have acquired knowledge that will better enable them to enhance their lives % Ngāti-Hāua Adults who have attended iwi events % more on the paepae # survey of our people	# of Ngāti-Hāua events held at marae % Ngāti-Hāua iwi Adults who have been to their marae in the last 12 months Developed Marae/hapū strategic plans % of supported initiatives led by hapū and their relevant trusts # Reduced costs for insurance etc Review of marae collective initiatives	% Ngāti-Hāua iwi median income # Whānau evaluations that they have been supported and have access to all health and social services # Whānau plans where they have new aspirations and goals to improve their health and well-being # Number of success of collectively owned enterprises Improved employment and health stats	% Ngāti-Hāua tamariki in the rohe at primary school at or above national standards for reading, writing, math # Ngāti-Hāua iwi ECE participation rate % Ngāti-Hāua students who gained NCEA Level 2 # of learners i.e. those who do not participate in any Ngāti-Hāua groups at any level, to indicate the size of the pool of Ngāti-Hāua not currently being reached # Implementation and participation in educational schemes	Whanganui River and underground-puna water quality # Total land holdings attributed to Ngāti-Hāua iwi # Research projects led for the tracking of koura, tuna, piharau etc Improved biodiversity, quality of water and soils Pest reductions, increased acreage of native forests	Quantify targeted investment % enrolment of Ngāti-Hāua iwi on electoral role # Application of Ngāti-Hāua iwi tribal funds for projects and education grants Measurable improvements in employment, social, poverty, home ownership stats

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7.2: TE WHENU O TE ORANGA TAMARIKI – THE STRAND OF CHILDREN

APPENDIX C – TE MANA RAURANGI: PRINCIPLES OF MĀORI DATA SOVEREIGNTY

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**7.3: TE WHENU O TE KĀINGA ORA
– THE STRAND OF HOMES AND COMMUNITIES**

DOCUMENTS

7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

TE TATAIRONGO O TE KARAUNA KI NGĀTI HĀUA

TE WHENU O KAINGA ORA

[PARTNERSHIP AGREEMENT] BETWEEN

**NGĀTI HĀUA,
[TE WHIRINGA KĀKAHO O NGĀTI HĀUA]**

AND

KĀINGA ORA – HOMES AND COMMUNITIES

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

1. THE PARTIES

1.1 The Parties to this Partnership Agreement are:

- (a) [PSGE], being the post settlement governance entity for Ngāti Hāua;
- (b) KĀINGA ORA – HOMES AND COMMUNITIES (**Kāinga Ora**).

NGĀTI HĀUA

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Te Hoata is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 1.2 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.
- 1.3 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangi te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangi is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

- 1.4 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 1.5 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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**7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES
Te Pou Tikanga / Ngāti Hāua values**

- 1.6 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) Ngāti Hāuatanga: Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - (b) Riri Kore: Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
 - (c) Rongo Niu: Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
 - (d) Rangitengaue: Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - (e) Kokako: Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - (f) Tapaka: He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
 - (g) Tamahina: Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

Ngāti Hāua Iwi Trust (Ngāti Hāua) want to establish a relationship with Kāinga Ora through a Partnership Agreement which is formally agreed to; mutually inclusive and supports our collective goals.

NGĀTI HĀUA ASPIRATIONS FOR THE RELATIONSHIP WITH KĀINGA ORA

- 1.7 Ngāti Hāua considers that strong and resilient whānau results in strong and resilient hapū and marae, in turn creating strong and resilient iwi and communities. Ngāti Hāua aspiration is to achieve absolute well-being for Ngāti Hāua whānau.
- 1.8 A critical aspiration for Ngāti Hāua is to develop a Partnership Agreement with Kāinga Ora outlining the roles and responsibilities of the relationship.
- 1.9 Ngāti Hāua seeks a relationship with all parties to He Piko o Rauru framework in order to assist with Ngāti Hāua aspiration of achieving absolute well-being for Ngāti Hāua whānau.
- 1.10 Ngāti Hāua enters into this Partnership Agreement with Kāinga Ora with the following aspirations:
- (a) To uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
 - (b) To ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to revitalisation of Ngāti Hāua;

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

- (c) Recognition of Te Pou Tikanga as the basis for resetting the relationship between Ngāti Hāua and the Crown;
 - (d) To support development and implementation of a social transformation strategy for Ngāti Hāua and its communities guided by He Piko O Rauru (Māui) framework.
- 1.11 He Piko o Rauru is a collective framework for relevant Crown agencies and the Governance Entity who will work collaboratively on matters of common interest within the rohe of Ngāti Hāua. It is intended to identify and harness opportunities to promote the economic and social wellbeing of Ngāti Hāua and the wider region and enable Ngāti Hāua to support and contribute to the same.
- 1.12 He Piko O Rauru (Māui) Framework is structured around Te Pou Tikanga and articulates social revitalisation outcomes: Ngā Whāinga (vitality outcomes) and Huanga (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together outcomes and indicators set out strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people. He Piko O Rauru (Māui) Framework will guide development of Ngāti Hāua social transformation strategy.
- 1.13 Ngāti Hāua intend that any work programmes that arise from the Partnership Agreement with Kāinga Ora will contribute to realising following He Piko O Rauru (Māui) Ngā Whāinga (vitality outcomes):
- (a) Building understanding and creating opportunities: Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing; and
 - (b) Improved whānau wealth and capacity: Providing the means to achieve the inter-generational tribal vision and uri who are active local and global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability.
- 1.14 Huanga (characteristic outcomes) and Tohutohu (indicators) relating to these Ngā Whāinga (vitality outcomes) are set out in more detail in Appendix B.
- 1.15 He Piko o Rauru may be modified from time to time as agreed between the Governance Entity and participating Crown agencies.

KĀINGA ORA – HOMES AND COMMUNITIES STATEMENT OF VALUES

- 1.16 Kāinga Ora – Homes and Communities is a special name and is significant because of the mahi it is set up to do, working in partnership with Māori:

Kāinga is about a home, rather than a whare (house)

Kāinga Ora is about well-being

Kāinga Ora means: wellbeing through places and communities.

- 1.17 When Kāinga Ora began this process, the 2022-23 Statement of Performance Expectations referred to Rautaki Māori o Kāinga Ora: Kāinga Ora Māori Strategy 2021–2026 and Kāinga Ora Strategy 2030. Whai Kāinga Whai Oranga was established to

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

work with iwi and hapū to build new homes for whānau. These strategies laid the foundation for the expression and realisation of Māori aspirations for housing. The intention of co-design was for Kāinga Ora to demonstrate and prioritise co-partnership and base the strategy on the principle of partnership under te Tiriti o Waitangi.

1.18 The Values of Rautaki Māori:

- (a) Mana Motuhake: Māori autonomy
- (b) Te Tiriti o Waitangi: Māori and Crown partner to deliver better outcomes for whānau
- (c) He kura kāinga, he kura whanau: Whānau at the centre
- (d) He waka Hourua: Authentic and equitable partnerships
- (e) Kia manawaroa: Persistence and resilience
- (f) He mana tō te kupu: Consistent and timely follow-through

1.19 The goals of te Rautaki Māori o Kāinga Ora are:

- (a) all Māori are housed in safe and affordable homes
- (b) significant and efficient scaling of increased housing options for Māori
- (c) Māori-led solutions to Māori issues with the support of government.

1.20 In its 2024-2025 Statement of Performance Expectations, Kāinga Ora committed to fostering mutual respect, understanding, and partnership with Māori and iwi, and honouring the government's obligations under te Tiriti o Waitangi (the Treaty of Waitangi) by protecting and enabling their rights, interests and aspirations.

THE ROLE OF KĀINGA ORA

1.21 The vision of Kāinga Ora is: Building better, brighter homes, communities and lives. Kāinga Ora's core purpose as an organisation is to make a positive difference in people's lives.

1.22 Kāinga Ora's relationship with Ngāti Hāua is predetermined by existing district and other administrative boundaries of central and local government which cross through Ngāti Hāua rohe (i.e. geographic area of interest).

1.23 Kāinga Ora is working towards its focus areas of:

Tenancy and Urban Development

1.24 Kāinga Ora provides tenancy services to nearly 200,000 customers and their whānau and owns, manages and maintains some 70,000 public houses while also providing home ownership products and other services. Kāinga Ora is focusing on prioritising our tenants' wellbeing, and provide tenants with good quality, warm, dry and healthy homes.

1.25 Kāinga Ora is also focused on delivering quality urban developments that connect homes with jobs, transport, open spaces and the facilities that communities need. This includes accelerating the availability of build-ready land, and building a mix of housing

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

including public housing, affordable housing, homes for first home buyers and market housing of different types, sizes and tenures.

Partnering

- 1.26 Kāinga Ora cannot do all this alone. Kāinga Ora partners with others, including councils, government agencies, local government, Māori and mana whenua, infrastructure providers, private developers, and community housing providers. Kāinga Ora will enable and complement, rather than compete with, the private market. One of the key functions is to understand, support and enable Māori aspirations for urban development. This means operating in a way that provides for early and meaningful engagement with Māori when doing urban development, understanding Māori perspectives and the active pursuit of opportunities for Māori to participate in urban development.

Public Housing

- 1.27 Kāinga Ora and the Ministry of Housing and Urban Development have complementary roles in housing and urban development. The Ministry is responsible for leadership in the housing and urban development system, policy, monitoring and advising the Government on strategic direction. Kāinga Ora also works closely with the Ministry of Social Development, which is responsible for working with people who need housing, income and employment support and helping people access and sustain long-term accommodation, and help meet the cost of short-term, emergency accommodation.

2. PURPOSE

- 2.1 This Partnership Agreement formalises the relationship between Kāinga Ora and the trustees of [PSGE] (the "Governance Entity"). This Partnership Agreement sets to establish an ongoing co-operative relationship regarding shared areas of interest between Ngāti Hāua and Kāinga Ora. This is premised by Ngāti Hāua's overarching aspiration to ensure the survival of Ngāti Hāua's identity. Its aspirations are based on the values outlined in Te Pou Tikanga.
- 2.2 This Partnership Agreement establishes responsibilities to enable the Parties to develop and maintain a positive and enduring working relationship that is sustained long term by ensuring that:
- (a) an ongoing dialogue is maintained through which the Parties are kept aware of each other's interests;
 - (b) opportunities for collaboration are explored when they arise, including collaboration to enhance the social, cultural, environmental and economic well-being of Ngāti Hāua; and
 - (c) this Partnership Agreement outlines the key roles and responsibilities the Parties have in defined areas of shared interest including but not limited to:
 - (i) any Housing Development Programmes in place, if any, within Taumarunui and surrounding areas;
 - (ii) ensuring that housing in Taumarunui aligns with the aspirations of Ngāti Hāua.

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

- 3. RELATIONSHIP PRINCIPLES** This Partnership Agreement between Kāinga Ora and the Governance Entity will operate under the following principles:
- (a) kia mau ki te wairua o Te Tiriti o Waitangi: uphold the spirit of the Treaty of Waitangi;
 - (b) maintain a 'no surprises' approach;
 - (c) acknowledge that the relationship is evolving and is not prescribed;
 - (d) building opportunities to advance the aspirations of Ngāti Hāua including (but not limited to) those aspirations set out in the Deed of Settlement;
 - (e) work in a spirit of cooperation and whakawhanaungatanga to achieve joint outcomes;
 - (f) address issues and discuss disagreements openly, directly, and confidently when they arise;
 - (g) respect the independence of the Parties and their individual mandates, roles and responsibilities;
 - (h) recognise and acknowledge that the Parties benefit from working together by sharing their vision, knowledge and expertise;
 - (i) recognise the principles of Māori data sovereignty and Ngāti Hāua rights and interests in mātauranga Māori and data; and
 - (j) ensuring accountability for agreed decisions and actions through monitoring and review.
- 3.2 This Partnership Agreement is intended to establish a formal relationship and enhance the existing relationship between Kāinga Ora and the Governance Entity.
- 3.3 The commitments of Kāinga Ora under this Partnership Agreement are limited to the extent that they are within the capability, resources, mandated work programme, and priorities of Kāinga Ora and the government of the day.
- 3.4 The commitments of the Governance Entity under this Partnership Agreement are limited to the extent that they are within its capability, resources and priorities.
- 3.5 In accordance with the principles listed at 3.1, the limitations expressed above at clauses 3.3 and 3.4 do not preclude either party from agreeing to explore other opportunities beyond those limitations on a no prejudice basis.
- 4. COMMUNICATION**
- 4.1 Kāinga Ora will maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- (a) relationship meetings held to advance clause 2.1;
 - (b) information sharing in accordance with clause 7;
 - (c) maintaining information on the Governance Entity's office holders, and their addresses and contact details;

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- (d) providing a primary contact at Kāinga Ora for the Governance Entity who will act as a liaison person with other Kāinga Ora staff;
 - (e) providing reasonable opportunities for the Governance Entity to meet with relevant staff to discuss and (if possible) resolve any issues that may arise; and informing relevant Kāinga Ora staff of the contents of this Partnership Agreement and their responsibilities and roles under it; and
- 4.2 Kāinga Ora will engage with the Governance Entity in good faith where a policy or programme, within the responsibilities of Kāinga Ora, will directly impact Ngāti Hāua at the earliest opportunity.

5. RELATIONSHIP MEETINGS

- 5.1 The Parties agree that a senior representative of the Governance Entity and Kāinga Ora will participate in quarterly relationship meetings.
- 5.2 Before each relationship meeting held in accordance with clause 5.1, representatives of the Governance Entity and Kāinga Ora will agree administrative arrangements for the meeting including the agenda. Agenda items could include:
- (a) any legislative or policy developments of interest to or affecting Ngāti Hāua;
 - (b) opportunities for collaboration between Kāinga Ora and Ngāti Hāua;
 - (c) any matters arising in relation to the stated areas of shared interest and responsibilities in this Partnership Agreement;
 - (d) any matters arising in relation to this Partnership Agreement; and
 - (e) any other matters of mutual interest.
- 5.3 Each Party will meet the costs and expenses of its representatives attending relationship meetings.
- 5.4 The first relationship meeting will take place within three months of a written request by the Governance Entity.
- 5.5 The Parties may mutually agree not to hold relationship meetings. Other meetings may be held from time to time between Kāinga Ora staff and the Governance Entity as mutually agreed.

6. COLLABORATIVE AGENCY FORUM

- 6.1 The Collaborative Agency Forum is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work on cross-cutting issues collaboratively where it is mutually beneficial to do so, on matters of common interest within the rohe of Ngāti Hāua.
- 6.2 [Where the priorities (“Collective Priorities”) of the Governance Entity, Kāinga Ora and any one or more other Crown agencies (the “Collective Agencies”) referred to in clause [9.7] of the Deed of Settlement dated [X] between Ngāti Hāua and the Crown (the “Deed of Settlement”) align, Kāinga Ora will, where it is mutually beneficial to do so, seek to work together with the Governance Entity and the relevant Collective Agencies on the Collective Priorities.

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

- 6.3 Kāinga Ora acknowledges that discussion regarding Collective Priorities will occur at the annual relationship meetings and:
- (a) may include development of a collective work plan; and
 - (b) will be subject to the resourcing work programmes and priorities of the Governance Entity, Kāinga Ora and the relevant Collective Agencies.
- 6.4 Kāinga Ora acknowledges that, with the agreement of the Governance Entity, Kāinga Ora and the relevant Collective Agencies, other Crown agencies, interest groups and organisations may participate in the engagement with the Collective Priorities contemplated by clause [6.2].
- 6.5 Kāinga Ora acknowledges that [Ministry of Housing and Urban Development – Te Tuāpapa Kura Kāinga] will convene and facilitate the first annual relationship meeting between the Governance Entity, Kāinga Ora and the Collective Agencies and will identify any agenda items that could involve collective engagement as contemplated by clause [6.2].]

7. INFORMATION SHARING

- 7.1 Kāinga Ora and the Governance Entity recognise the mutual benefit of mutual information exchange.
- 7.2 Kāinga Ora and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities who have a formal relationship with and are in the Ngāti Hāua area of interest, and statistics and other data of relevance to Ngāti Hāua. Any information that is shared is subject to clauses 11 and 12.
- 7.3 Kāinga Ora is committed to sharing meaningful and relevant details of this Partnership Agreement for the purpose of informing the Governance Entity of the current activities, and for seeking out further opportunities to partner for shared outcomes.
- 7.4 Kāinga Ora is committed to providing up-to-date information about changes to this Partnership Agreement in a transparent and timely manner.
- 7.5 Kāinga Ora is committed to providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this Partnership Agreement. Types of information that Kāinga Ora may share with Ngāti Hāua include (but are not limited to) the following:
- (a) Population statistics - providing relevant data, information and emerging trends;
 - (b) Employment and labour market intelligence (including any potential opportunities for joint initiatives);
 - (c) Social Investment data on key outcomes in the rohe of Ngāti Hāua; and
 - (d) Funding opportunities for community development initiatives.

8. WORK PLAN

- 8.1 As a result of the quarterly relationship meetings, held in accordance with clause 5.1, and as part of other relationship meetings held in accordance with **clause 5.6**, the

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

Parties [shall/may] develop a work plan. [Parties to negotiate frequency and/or process eg not less than every two years.]

- 8.2 The Parties may be interested to include, but are not limited to, the following projects and topics in the work plan:
- (a) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (b) supporting development and implementation of Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework, including through provision of data and resource capability such as secondments;
 - (c) considering opportunities to collaborate on issues and initiatives of mutual priority;
 - (d) sharing information which is of mutual benefit;
 - (e) creating opportunities for increased learning and capacity building;
 - (f) setting out a timetable and milestones for delivering on any agreed commitments;
 - (g) confirming the responsibilities for the Parties to meet any agreed commitments; and
 - (h) setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of He Piko O Rauru (Māui) Tohutohu (indicators).
- 8.3 When developing work plans under this agreement, Kāinga Ora may invite any other party to be involved in discussions about the work plan. Kāinga Ora will engage with the [Governance Entity] before issuing any such invitation.
- 8.4 Work plans will be mutually agreed by the [Governance Entity] and Kāinga Ora and will reflect the priorities, resources and the specific functions and duties of the Parties.
- 8.5 The Parties have agreed the following topics are priority for initial discussions, and may result in an initial work plan:
- (a) the renewable energy support package for marae developments and housing;
 - (b) shared housing developments;
 - (c) housing navigators / kaiārahi;
 - (d) support alongside other housing initiatives;
 - (e) involvement in Ready to Rent approaches; and
 - (f) repairs and maintenance.
- 8.6 Kāinga Ora is committed to contributing to achieving the outcomes of He Piko o Rauru. Monitoring of He Piko O Rauru Tohutohu (indicators) will inform development and review of the work plan.

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

9. HE PIKO O RAURU FRAMEWORK

9.1 []

10. CONTACTS

10.1 The contact person for the Governance Entity for all matters relating to this Partnership Agreement is the Chief Executive.

10.2 The contact person for Kāinga Ora for all matters relating to this Partnership Agreement is the Graeme Broderick Regional Director and Hayden Potaka Te Kuru Tao.

10.3 The contact persons named in clauses 5.2, 10.1 and 10.2 may change from time to time and Kāinga Ora and Governance Entity agree to update each other as and when this occurs.

11. SPECIAL CONDITIONS

11.1 Provisions in this Partnership Agreement are to be read subject to any Chief Executive, Ministerial or cabinet directives, and any applicable law, including the Privacy Act 2020.

12. OFFICIAL INFORMATION

12.1 Kāinga Ora is subject to the requirements of the Official Information Act 1982 ("OIA").

12.2 Kāinga Ora and its Governance may be required in accordance with the OIA to disclose information that it holds relating to this Partnership Agreement. e.g. relationship meeting minutes).

12.3 Kāinga Ora will notify the Governance Entity and seek its views before releasing any information relating to this Partnership Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to Kāinga Ora in a timely fashion, so that Kāinga Ora is able to meet the statutory timeframes for responding to the relevant request for information.

13. DISPUTE RESOLUTION PROCESS

13.1 If a dispute arises in connection with this agreement, a meeting will be convened between the [Governance Entity] and Kāinga Ora within [two weeks] of dispute arising (or as otherwise agreed by the Parties). At the meeting every effort will be made in good faith to resolve matters directly with each other and within a reasonable timeframe and to endeavour to find a resolution to the matter. This initial stage of the process may involve more than one meeting and may take place across [XX] months.

13.2 In the event a problem cannot be resolved between representatives of the Governance Entity and Kāinga Ora listed at clauses [x] and [x], it shall be escalated to the Chief Executives (or person of equivalent seniority) of each party to meet to reach a common resolution.

13.3 Where the dispute has not been resolved within [one month] (or as otherwise agreed by the Parties) through a meeting under [clause 13.2] then a party may seek the dispute to be referred to mediation as follows:

- (a) the party seeking the dispute to be referred to mediation must provide written notice outlining the reasons for seeking mediation to the other party or parties.

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

- (b) the Parties will seek to agree upon a mediator and, failing agreement within [15 working days] of the date of the notice described in [clause 13.3(b)], a mediator will be appointed by the Tumuaki of Te Hunga Rōia Māori o Aotearoa. If, for any reason, this is not possible, a mediator will be appointed by President of the New Zealand Law Society. The mediator will be:
 - (i) familiar with tikanga based dispute resolution; and
 - (ii) independent of the dispute.
- (c) the mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.

13.4 Unless otherwise agreed, where a mediator is appointed through the process described in [clause 13.3(b)], the costs of the mediation will be met jointly by the Parties.

14. RESOURCING

14.1 The Parties recognise that in fulfilling their obligations to one another and to give effect to the Partnership Agreement, the parties shall require assistance and information from one another at regular intervals.

14.2 The Parties acknowledge that resourcing may also include the provision of particular advice, expertise such as cultural, customary, tikanga and kawa and information.

14.3 Kāinga Ora will work with Ngāti Hāua to ensure that commitments made under this Partnership Agreement within the projects agreed between the parties are adequately resourced.

14.4 A working group comprising representation from both parties will come together on an annual basis to agree on appropriate levels of resourcing including but not limited to:

- (a) engagement costs for small to large projects; and
- (b) matters pertaining to cultural customary tikanga and kawa.

14.5 Any agreed resourcing shall be included in the Partnership Agreement and this will be updated annually or where unique opportunities arise.

15. REVIEW AND AMENDMENT

15.1 This Partnership Agreement will be reviewed by the respective officers of both organisations initially on a 12-month anniversary and beyond that on a two-yearly basis.

15.2 Parties will ensure that the principles and commitments entered into in this Partnership Agreement remain relevant and continue to capture the purpose of this Partnership Agreement.

15.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause [5.1] and may sign a variation to this Partnership Agreement which will take effect [upon signing]. The Parties may agree in writing to review or vary the provisions of this agreement.

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

16. DEFINITIONS

“the Area”	means the Ngāti Hāua Area of Interest as defined at Appendix A
“Collaborative Agency Forum”	means
“Governance Entity”	means the Ngāti Hāua Post-Settlement Governance Entity
“Settlement Date”	has the same meaning as in the Deed of Settlement.

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

APPENDIX A – [NGĀTI HĀUA AREA OF INTEREST]

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7.3: TE WHENU O TE KĀINGA ORA – THE STRAND OF HOMES AND COMMUNITIES

APPENDIX B – HE PIKO O RAURU (MĀUI) FRAMEWORK

POU	Ngāti Hāuatanga	Riri Kore	Rangitengaue	Rongo Niu	Kokako	Tapaka
Values	<i>Kia toitu te mana whakauau na Ngāti Hāua.</i> To ensure the survival of the Ngāti Hāua iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa te Piharau, anoo te Piharau e Whakatika</i> Ngāti Hāua Iwi Solutions for Ngāti Hāua people	<i>Ta te rino i Tukituki ai ma te rino ano e hanga,</i> What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua.</i> The River first, the River second.	<i>He huinga wai, he huinga Iwi.</i> The joining of waters, the union of people.
Work Programme	Te Mana o Ngāti Hāua- A Secure Identity	Hapū Ora- Intergenerational sustainability & inspirational leadership	Oranga- Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga- Education	Te Ao Tūroa- Environmental Stewardship	Whai Rawa- Economic Prosperity
NGĀ WHĀINGA- Vitality Outcome	Whānau Proud & Strengthened by being Ngāti Hāua: Ngāti Hāua whānui are proud of, connected to, and engaged in, being Ngāti Hāua	Supporting Marae, Uri and hapū Growth: Supporting Marae, Uri and hapu as they work towards their own self determined pathway and, where possible, ensuring central services are developed to match these aspirations	Building understanding & creating opportunities Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing	Whānau Participation Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities	The Mouri of Ngāti Hāua Lands, Rivers, Lakes, Forests & Mountains are Protected Whānau are nourished by the environment culturally & physically	Improved Whānau Wealth & Capacity Providing the means to achieve inter-generational tribal vision and uri who are active local & global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability
HUANGA-Characteristic Outcomes Or What will success look like	This will be achieved by: To retain and grow a number of proficient speakers of Te Reo o Ngāti Hāua To preserve, research, create, disseminate and make accessible Ngāti Hāua knowledge, kawa and tikanga to help our uri return to their ūkaipao Develop Leadership capability at all levels Organise a range of events to unite our people and to maintain relationships with other iwi Implementing wānanga strategy	This will be achieved by: Intergenerational planning and intergenerational transmission is ensured-succession planning All marae have a strategic vision and planning Build the capability, capacity and vibrancy of our marae, on the paepae, financial management Key relationships and critical awareness developed i.e. research Marae collective for bulk purchasing insurance, maintenance equipment solar power etc. Also forum for inter marae relationships	This will be achieved by: Improve and ensure access for whanau to health, housing and social well-being services Improving whānau living conditions and affordable housing Ensuring our pepi are born healthy and our tamariki are living in strong confident and secure whanau where they are safe Kaumātua & Rangatahi have a korowai of service around them to keep the warm and safe. Ensure our whanau have the skills to be financially secure and have financial freedom to support their options and choices. Thriving collectively owned enterprises, infrastructure	This will be achieved by: To support Ngāti Hāua learner success in two worlds-tamariki who are literate and learning leaders To create and support Ngāti Hāua educational and training opportunities for the prosperity of our people To influence learning centres within our rohe, ensuring quality education to our whanau and Invest in learner success Pathways to meaningful employment and iwi, hapū leadership Linking local education to local whenua, awa, maunga, history etc	This will be achieved by: Ngāti Hāua iwi will assert and exercise rangatiratanga and kaitiakitanga over our natural resources. We protect and enhance our taonga iho for future generations Protection, enhancement and use of mana, resources and mātauranga for our environmental taonga. Partnership with Ngā Whenua Rahui for pest control, biodiversity monitoring etc Large scale re-forestation of marginal farm lands and riparian zones using CO2 credits scheme	This will be achieved by: Actively participating and influencing our communities Committed to the maintenance and development of the Ngāti Hāua iwi commercial divisions Investments shall not conflict with our cultural values. triple bottom line, define values and mechanisms to ensure outcomes Support initiatives to improve the financial literacy of our people and the financial and economic capability of our entities Strong economic influence, financial institution PSGE

POU	Ngāti Hāuatanga	Riri Kore	Rangitengaue	Rongo Niu	Kokako	Tapaka
Values	<i>Kia toitu te mana whakauau na Ngāti Hāua.</i> To ensure the survival of the Ngāti Hāua iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa te Piharau, anoo te Piharau e Whakatika</i> Ngāti Hāua Iwi Solutions for Ngāti Hāua people	<i>Ta te rino i Tukituki ai ma te rino ano e hanga,</i> What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua.</i> The River first, the River second.	<i>He huinga wai, he huinga Iwi.</i> The joining of waters, the union of people.
Work Programme	Te Mana o Ngāti Hāua- A Secure Identity	Hapū Ora- Intergenerational sustainability & inspirational leadership	Oranga- Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga- Education	Te Ao Tūroa- Environmental Stewardship	Whai Rawa- Economic Prosperity
TOHUTOHU- Indicators	% Ngāti Hāua who can hold a conversation about everyday things in te reo Māori # Whānau have acquired knowledge that will better enable them to enhance their lives % Ngāti Hāua Adults who have attended iwi events % more on the paepae # survey of our people	# of Ngāti Hāua events held at marae % Ngāti Hāua Iwi Adults who have been to their marae in the last 12 months. Developed Marae/hapū strategic plans % of supported initiatives led by hapū and their relevant trusts # Reduced costs for insurance etc Review of marae collective initiatives	% Ngāti Hāua iwi median income # Whānau evaluations that they have been supported and have access to all health and social services # Whānau plans where they have new aspirations and goals to improve their health and well being # Number of success of collectively owned enterprises. Improved employment and health stats	% Ngāti Hāua tamariki in the rohe at primary school at or above national standards for reading, writing, math # Ngāti Hāua Iwi ECE participation rate % Ngāti Hāua students who gained NCEA Level 2. # of learners i.e. those who do not participate in any Ngāti Hāua groups at any level, to indicate the size of the pool of Ngāti Hāua not currently being reached. # Implementation and participation in educational schemes	Whanganui River and underground puna water quality #Total land holdings attributed to Ngāti Hāua Iwi # Research projects led for the tracking of koura, tuna, piharau etc Improved biodiversity, quality of water and soils. Pest reductions, increased acreage of native forests	Quantify targeted investment % enrolment of Ngāti Hāua iwi on electoral role # Application of Ngāti Hāua iwi to tribal funds for projects and education grants Measurable improvements in employment, social, poverty, home ownership stats

DOCUMENTS

**7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA
– THE STRAND OF HOUSING AND URBAN DEVELOPMENT**

DOCUMENTS

7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

**TE TĀTAIRANGO O TE KARAUNA KI NGĀTI HĀUA
TE WHENU O TE TŪĀPAPA KURA KĀINGA**

RELATIONSHIP AGREEMENT BETWEEN

NGĀTI HĀUA

AND

MINISTRY OF HOUSING AND URBAN DEVELOPMENT

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7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

TIMATATANGA

Ruruku te rangi

Tēnei te rangi ka ū ka mou

Ko te ruruku i rukutia ai

Ko Ranginui e tū nei

Tēnei te ruruku ka ū ka mou

Ko te ruruku o tēnei whenua

I rukutia kutikuti pekapeka

Ko Papatūānuku e takoto nei

Tēnei te ruruku ka ū ka tāmoua ki ngā taurira

He ruruku ki tēnei matua iwi

He ruruku ki tēnei hononga e hai!

E rongō whakairihia ki runga, ki runga hai

Turuturu o whiti whakamoua kia tina

Haumie, hui, taiki e!

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7.4: TE WHENU O TE TŪĀPAPA KURA KĀINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

1. PARTIES AND PURPOSE

- 1.1 This **Relationship Agreement ("Agreement")** formalises the relationship between Te Tūāpapa Kura Kāinga - Ministry of Housing and Urban Development (“**Te Tūāpapa Kura Kāinga**”) and Ngāti Hāua through the [trustees of [PSGE] (“**Governance Entity**”), (together referred to as “**the Parties**”).
- 1.2 The purpose of this agreement is to establish a framework to enable the Parties to maintain a positive and enduring working relationship.
- 1.3 The Parties may also agree to other relationship agreements incorporating other Crown agencies, local interest groups and organisations where it is mutually beneficial for them to work collaboratively with others on cross-cutting issues in the rohe of Ngāti Hāua.

2. NGĀTI HĀUA STATEMENT OF ASPIRATIONS AND VALUES

Te Whare o Hāua

Ko Te Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 2.1 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown.
- 2.2 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with ‘Take Taunaha’ – ‘right by discovery’ is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te-whenua is the fish (land mass) that rose from below the ocean surface.*

- 2.3 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of ‘take tupuna’ – ‘ancestral right’ as stemming from Ruatupua and Paerangi.

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7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

2.4 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

Te Pou Tikanga / Ngāti Hāua values

2.5 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.

- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
- (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
- (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
- (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
- (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
- (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
- (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

Ngāti Hāua aspirations

2.6 Ngāti Hāua enters into this Relationship Agreement with Te Tūāpapa Kura Kāinga with the following aspirations:

- (a) To uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
- (b) To ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to revitalisation of Ngāti Hāua;
- (c) Recognition of Te Pou Tikanga as the basis for resetting the relationship between Ngāti Hāua and the Crown;
- (d) To support development and implementation of a social transformation strategy for Ngāti Hāua and its communities guided by He Piko O Rauru (Māui) framework.

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7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

- 2.7 He Piko O Rauru (Māui) Framework (Appendix B) is structured around Te Pou Tikanga and articulates social revitalisation outcomes: Ngā Whāinga (vitality outcomes) and Huanga (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together outcomes and indicators set out strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people. He Piko O Rauru (Māui) Framework will guide development of Ngāti Hāua social transformation strategy.
- 2.8 Ngāti Hāua intend that any work programmes that arise from the Relationship Agreement with Te Tūāpapa Kura Kāinga will contribute to realising following He Piko O Rauru (Māui) Ngā Whāinga (vitality outcomes):
- (a) **Whānau proud and strengthened by being Ngāti Hāua:** Ngāti Hāua whānui are proud of, connected to, and engaged in, being Ngāti Hāua;
 - (b) **Supporting marae, uri and hapū growth:** Supporting marae, uri and hapū as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations;
 - (c) **Building understanding and creating opportunities:** Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing;
 - (d) **Whānau participation:** Supporting **whānau** to participate in high quality education and training from early childhood through to tertiary opportunities;
 - (e) **The mouri of Ngāti Hāua lands, rivers, lakes, forests and mountains is protected:** Whānau are nourished by the environment culturally and physically; and
 - (f) **Improved whānau wealth and capacity:** Providing the means to achieve the inter-generational tribal vision and uri who are active local and global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability.

3. HOUSING PRINCIPLES

- 3.1 Ngāti Hāua and Te Tūāpapa Kura Kāinga agree that the Parties will be guided by the following relationship principles identified in the MAIHI Ka Ora – National Māori Housing strategy, (**MAIHI Ka Ora**). MAIHI Ka Ora takes Te Maihi o te Whare Māori – Māori and Iwi Housing Innovation Framework for Action (**MAIHI**) which is a whole of system approach and elevates it to provide the strategic direction for the whole Māori housing system.
- 3.2 The MAIHI principles identify Te Mauri o te Whānau at the centre of Crown responses – that is the life force of the whānau being central to building strength and resilience from within, and includes:

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7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

MAIHI Principles	Principles applied to the relationship
Mauri: enabling the life force, an essence for revival and fulfilment to be sustained in wellbeing	We prioritise a whānau-centred approach that places whānau at the heart of our actions, services and programmes. Working together for this common goal means we can achieve more housing aspirations and outcomes for New Zealand than if we act alone.
Tikanga: doing things right, being in the right place at the right time	Tikanga provides a platform and approach for the way we agree to work together. It embraces the spirit of co-operation, respectful and honest behaviour and a ‘no surprises’ approach that preserves and strengthens the integrity of our relationship. It also means that we agree to <i>not do anything</i> that would cause the other Party to breach applicable laws.
Whanaungatanga: delivery services for Māori through a whakapapa lens	We recognise the importance of whānau, kinship ties, intergenerational connections and enduring relationships that lead to the provision of practical support. Together we will support this foundation that enables whānau to flourish, grow and experience love, support and protection.
Manaakitanga: key mechanisms of engaging and building relationships	We aim to build high-trust and strategic partnerships so that whānau aspirations are enhanced and they can live in a safe, secure, warm and comfortable home. This approach is built on demonstrating respect, generosity and caring for others.
Whakamana: empowering whānau intergenerationally	We will actively seek to include the experience and voices of whānau in the design and delivery of programmes and services. Our collaborative efforts will be anchored in positive impacts and outcomes for whānau that restores and enhances their mana.
Tino Rangatiratanga: self-determination of self-sufficiency through creating your own sense of belonging	We agree to work together to ensure that whānau are in the ‘driver’s seat’ and supported to determine their future housing aspirations and how their needs are met, in a way that makes sense for them.

4. RELATIONSHIP PRINCIPLES

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

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7.4: TE WHENU O TE TŪĀPAPA KURA KĀINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

- (a) kia mau ki te wairua o te Tiriti o Waitangi/the Treaty of Waitangi: upholding the spirit of te Tiriti o Waitangi/the Treaty of Waitangi;
- (b) co-operating in partnership with a spirit of whakawhanaungatanga, good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability to achieve shared outcomes;
- (c) maintaining a ‘no surprises’ approach and ensuring early engagement on issues of known interest to the Parties;
- (d) respecting the independence of the Parties and their respective mandates, roles and responsibilities;
- (e) recognising and acknowledging that the Parties all benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (f) acknowledging that the relationship is flexible and evolving; and
- (g) addressing issues in a timely manner and discussing disagreements openly, directly, and confidently when they arise.

5. COMMUNICATION AND ENGAGEMENT

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

- (a) relationship meetings;
- (b) the Governance Entity providing a primary contact at the Governance Entity for Te Tūāpapa Kura Kāinga who will act as a liaison person with other Governance Entity staff;
- (c) Te Tūāpapa Kura Kāinga providing a primary contact at Te Tūāpapa Kura Kāinga for the Governance Entity who will act as a liaison person with other Te Tūāpapa Kura Kāinga staff;
- (d) 'kanohi ki te kanohi' engagement as the preferred method of engagement; and
- (e) Te Tūāpapa Kura Kāinga informing relevant staff of the contents of this Agreement and their responsibilities and roles under it.

5.2 The Parties will work together in good faith to identify where a policy or programme, within Te Tūāpapa Kura Kāinga's responsibilities, will directly impact Ngāti Hāua.

5.3 The Parties commit to -

- (a) engaging with each other through the following mechanisms:
 - (i) an **annual strategic relationship meeting** as set out in clauses [6.1 to 6.6] of this Agreement;
 - (ii) a **work plan** as set out in clauses [7.1 to 7.5] of this Agreement; and

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7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

(b) progressing work on agreed mutual priorities through **operational level engagement** as set out in clauses [8.1 to 8.5] of this Agreement.

5.4 The Parties will hold meetings as required at both strategic and operational levels as mutually agreed.

6. ANNUAL STRATEGIC RELATIONSHIP MEETING

6.1 The Parties agree that a senior representative of the Governance Entity and Te Tūāpapa Kura Kāinga (Chief Executive and/or Deputy Chief Executive) will participate in an annual relationship meeting.

6.2 Before each relationship meeting is held, representatives of the Parties will agree administrative arrangements for the meeting including the agenda.

6.3 The purpose of this meeting is to:

(a) consider ways to provide for decision making opportunities for Ngāti Hāua, subject to clause 12.3;

(b) discuss and, where possible, agree priority initiatives or areas of collaboration that will strengthen the health of the relationship between Parties and support work on mutual priorities;

(c) discuss any current or upcoming Te Tūāpapa Kura Kāinga or other government related housing assistance programmes, services, and associated funding that may support Ngāti Hāua to achieve its aspirations and could, subject to the government procurement rules, be included in a work plan under clause 7;

(d) report on progress in achieving objectives of any previous work plan;

(e) mandate such matters as required by any work plan or otherwise;

(f) address any concerns of the Parties has about the relationship;

(g) discuss any other matters of mutual interest; and

(h) discuss next steps, including any further meeting dates.

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

6.5 The first relationship meeting will take place within [X] months of a written request by the Governance Entity.

6.6 Following the first relationship meeting, the Parties may, mutually agree not to hold annual relationship meetings.

7. WORK PLAN

7.1 The Parties acknowledge each other's strategies and priorities.

7.2 The Parties agree that, subject to clause 12.3, they will work together to support these strategies and priorities through a jointly agreed work plan.

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7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

- 7.3 The work plan will contain:
- (a) the work to be done;
 - (b) the persons that will carry out that work; and
 - (c) the timeframes for that work to be carried out in.
- 7.4 Within 6 months of signing of this Agreement the Parties will meet to discuss the development of the first work plan. To that extent:
- (a) The work plan will be co-designed by the Parties to support the aspirations of Ngāti Hāua for a social transformation strategy guided by the He Piko O Rauru (Māui) framework;
 - (b) The work plan will include, amongst other things:
 - (i) provision for the exchange of information and identification of opportunities for improving and achieving the housing outcomes of Ngāti Hāua;
 - (ii) priorities for action to improve and achieve the housing aspirations of Ngāti Hāua; and
 - (iii) processes for identifying and agreeing funding and resources required to successfully deliver any work plan.
 - (c) The work plan may include, amongst other things:
 - (i) He Piko O Rauru (Māui) Tohutohu key indicators to be used for measuring success in achieving the objectives of any work plan;
 - (ii) strategies and programmes that will assist with building Ngāti Hāua capability and capacity for delivering projects to achieve housing outcomes;
 - (iii) provisions for the acknowledgement and protection of the data sovereignty of Ngāti Hāua;
 - (iv) methods for developing a data platform to support evidence-based reporting; and
 - (v) identification of joint projects to address priorities for action in improving the housing of Ngāti Hāua.
 - (d) The work plan may be modified from time to time as agreed between the Parties.
- 7.5 When developing work plans under this agreement, Te Tūāpapa Kura Kāinga may invite any other Party to be involved in discussions about the work plan. Te Tūāpapa Kura Kāinga will engage with the [Governance Entity] before issuing any such invitation.
- 7.6 The Parties have agreed work plans are not limited to the topics outlined above.

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7.4: TE WHENU O TE TŪĀPAPA KURA KĀINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

8. OPERATIONAL LEVEL ENGAGEMENT

- 8.1 The Parties agree that ongoing engagement is needed to operationalise any work plan developed as set out in clauses [5.1 to 5.3].
- 8.2 Operational level engagement will involve:
- (a) coordinating the organisation of the annual strategic relationship hui;
 - (b) facilitating the implementation of any work plan and any actions arising from the annual strategic relationship hui;
 - (c) mitigating issues and risks;
 - (d) exploring further opportunities for collaboration as they arise;
 - (e) working with the Governance Entity to identify matters that are subject to engagement; and
 - (f) monitoring progress against the key indicators to be used for measuring success as set out in any work plan.
- 8.3 This dialogue and collaboration may include meetings as mutually agreed from time to time between Te Tūāpapa Kura Kāinga staff and the representatives of Governance Entity. This may occur at different levels as required to advance the work plan.
- 8.4 The Parties will make their best endeavours to attend meetings requested by any one of them, subject to resourcing and work programme requirements.
- 8.5 Where such further meetings are required, each party will meet the costs and expenses of its representatives attending the meetings, unless otherwise agreed by the Parties.

9. TE TĀTAIRANGO COLLECTIVE RELATIONSHIP AGREEMENT

- 9.1 The Te Tātairango Collective Relationship Agreement is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work on cross-cutting issues collaboratively where it is mutually beneficial to do so, on matters of common interest within the rohe of Ngāti Hāua.
- 9.2 [Where the priorities (“Collective Priorities”) of the Governance Entity, Te Tūāpapa Kura Kāinga and any one or more other Crown agencies (the “Collective Agencies”) referred to in clause [9.7] of the Deed of Settlement dated [X] between Ngāti Hāua and the Crown (the “Deed of Settlement”) align, Te Tūāpapa Kura Kāinga will, where it is mutually beneficial to do so, seek to work together with the Governance Entity and the relevant Collective Agencies on the Collective Priorities.
- 9.3 Te Tūāpapa Kura Kāinga acknowledges that discussion regarding Collective Priorities will occur at the annual relationship meetings and:
- (a) may include development of a collective work plan; and

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7.4: TE WHENU O TE TŪĀPAPA KURA KĀINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

- (b) will be subject to the resourcing work programmes and priorities of the Governance Entity, Te Tūāpapa Kura Kāinga and the relevant Collective Agencies.
- 9.4 Te Tūāpapa Kura Kāinga acknowledges that, with the agreement of the Governance Entity, Te Tūāpapa Kura Kāinga and the relevant Collective Agencies, other Crown agencies, interest groups and organisations may participate in the engagement with the Collective Priorities contemplated by clause [9.2].
- 9.5 Te Tūāpapa Kura Kāinga will convene and facilitate the first annual relationship meeting between the Governance Entity, Te Tūāpapa Kura Kāinga and the Collective Agencies and will identify any agenda items that could involve collective engagement as contemplated by clause [9.2].

10. INFORMATION SHARING

- 10.1 The Parties recognise the mutual benefit of information exchange.
- 10.2 Subject to applicable privacy laws and other legal restrictions, the Parties will use their best endeavours to share information in relation to, but not limited to:
 - (a) sharing meaningful and relevant details of their ongoing work programmes for the purpose of informing each other of their current activities and for seeking out further opportunities to partner for shared outcomes;
 - (b) sharing information relating to entities being funded within Ngāti Hāua area of interest as set out in Appendix A and statistics and other data of relevance to Ngāti Hāua, subject to clause [13] of this Agreement;
 - (c) providing up-to-date information about changes to their work programmes in a transparent and timely manner;
 - (d) acknowledging the data sovereignty of the iwi, hapū and whānau of Ngāti Hāua;
 - (e) supporting Ngāti Hāua to build its own processes and procedures for collection, storage, use and management of data as it relates to Ngāti Hāua, so that they can better understand the housing needs and aspirations of the iwi, hapū and whānau of Ngāti Hāua;
 - (f) providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this Agreement.

11. CONTACTS

- 11.1 The contact people for Te Tūāpapa Kura Kāinga for all matters relating to this Agreement is:
 - (a) Jessica Smith, Deputy Chief Executive Māori-Crown Relations, Jessica.Smith@hud.govt.nz.
- 11.2 The contact person for the Governance Entity for all matters relating to this Agreement is the [Chief Executive] of the Governance Entity.

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7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

- 11.3 The contact persons named in clauses [11.1] and [11.2] may change over time as Te Tūāpapa Kura Kāinga and the Governance Entity and their relationships evolve. The parties agree to update each other as and when this occurs.

12. LIMITATIONS

- 12.1 Nothing in this Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they are affiliated with the Governance Entity.
- 12.2 In accordance with the principles described in clause [4], nothing in this Agreement precludes either party from agreeing to explore opportunities beyond the express terms of this Agreement.
- 12.3 The Parties acknowledge that the commitments under this Agreement are limited to the extent that they are within the statutory limitations, capability, resourcing, mandated work programme and/or priorities of the government of the day.
- 12.4 The Parties agree the terms of this relationship agreement are not legally binding and enforceable by either Party.

13. SPECIAL CONDITIONS

- 13.1 The provisions in this Agreement are to be read subject to any Chief Executive, Ministerial or Cabinet directives, and any applicable laws, including the Privacy Act 2020, Public Finance Act 1989 or their successors.

14. OFFICIAL INFORMATION

- 14.1 Te Tūāpapa Kura Kāinga is subject to the requirements of the Official Information Act 1982 ("OIA").
- 14.2 Te Tūāpapa Kura Kāinga and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Agreement and the arrangements under it (e.g. relationship meeting minutes or correspondence).
- 14.3 Te Tūāpapa Kura Kāinga will, where possible, notify the Governance Entity and seek its views before releasing any information relating to this Agreement or the arrangements under it. To avoid doubt, any comments the Governance Entity wishes to make must be provided to Te Tūāpapa Kura Kāinga in a timely fashion, so that Te Tūāpapa Kura Kāinga is able to meet the statutory timeframes for responding to the relevant request for information.

15. DISPUTE RESOLUTION

- 15.1 If a dispute arises in relation to this Agreement that cannot be resolved by the contact persons at clauses [11.1 and 11.2] it shall be escalated to the Chief Executives of the Parties.

16. REVIEW

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

DOCUMENTS

7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

17. AMENDMENT

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

DOCUMENTS

7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

SIGNED for and on behalf of [the trustees)
of **[GOVERNANCE ENTITY]** by the Chair)
in the presence of:)
)

Signature of Witness

[NAME]
Chair

Witness Name

Occupation

Address

SIGNED for an on behalf of **TE TŪĀPAPA**)
KURA KĀINGA by the Chief Executive)
in the presence of:)
)

Signature of Witness

ANDREW CRISP
Chief Executive

Witness Name

Occupation

Address

DOCUMENTS

7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

APPENDIX A – NGĀTI HĀUA AREA OF INTEREST

DOCUMENTS

7.4: TE WHENU O TE TŪĀPAPA KURA KAINGA – THE STRAND OF HOUSING AND URBAN DEVELOPMENT

APPENDIX B – HE PIKO O RAURU (MĀUI) FRAMEWORK

POU	Ngāti Hāuatanga	Riri Kore	Rangitengaue	Rongo Niu	Kokako	Tapaka
Values	<i>Kia toitu te mana whakauu na Ngāti Hāua.</i> To ensure the survival of the Ngāti Hāua Iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa te Piharau, anoo te Piharau e Whakatika</i> Ngāti Hāua Iwi Solutions for Ngāti Hāua people	<i>Ta te rino i Tukituki ai ma te rino ano e hanga,</i> What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua.</i> The River first, the River second.	<i>He huinga wai, he huinga iwi.</i> The joining of waters, the union of people.
Work Programme	Te Mana o Ngāti Hāua- A Secure Identity	Hapū Ora- Intergenerational sustainability & inspirational leadership	Oranga- Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga- Education	Te Ao Tūroa- Environmental Stewardship	Whai Rawa- Economic Prosperity
NGĀ WHAIINGA- Vitality Outcome	Whānau Proud & Strengthened by being Ngāti Hāua: Ngāti Hāua whānau are proud of, connected to, and engaged in, being Ngāti Hāua	Supporting Marae, Uri and hapū Growth: Supporting Marae, Uri and hapu as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations	Building understanding & creating opportunities Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing	Whānau Participation Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities	The Mouri of Ngāti Hāua Lands, Rivers, Lakes, Forests & Mountains are Protected Whānau are nourished by the environment culturally & physically	Improved Whānau Wealth & Capacity Providing the means to achieve inter-generational tribal vision and uri who are active local & global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability
HUANGA-Characteristic Outcomes Or What will success look like	This will be achieved by: To retain and grow a number of proficient speakers of Te Reo o Ngāti Hāua To preserve, research, create, disseminate and make accessible Ngāti Hāua knowledge, kawa and tikanga to help our uri return to their ikaiaapo Develop leadership capability at all levels Organise a range of events to unite our people and to maintain relationships with other iwi Implementing wānanga strategy	This will be achieved by: Intergenerational planning and intergenerational transmission is ensured-succession planning All marae have a strategic vision and planning Build the capability, capacity and vibrancy of our marae, on the paepae, financial management Key relationships and critical awareness developed i.e. research Marae collective for bulk purchasing insurance, maintenance equipment solar power etc. Also forum for inter marae relationships	This will be achieved by: Improve and ensure access for whanau to health, housing and social well-being services Improving whānau living conditions and affordable housing Ensuring our pepi are born healthy and our tamariki are living in strong confident and secure whanau where they are safe Kaumātua & Rangatahi have a korowai of service around them to keep the warm and safe. Ensure our whanau have the skills to be financially secure and have financial freedom to support their options and choices. Thriving collectively owned enterprises, infrastructure	This will be achieved by: To support Ngāti Hāua learner success in two worlds-tamariki who are literate and learning leaders To create and support Ngāti Hāua educational and training opportunities for the prosperity of our people To influence learning centres within our rohe, ensuring quality education to our whanau and Invest in learner success Pathways to meaningful employment and iwi, hapū leadership Linking local education to local whenua, awa, maunga, history etc	This will be achieved by: Ngāti Hāua iwi will assert and exercise rangatiratanga and kaitiakitanga over our natural resources. We protect and enhance our taonga iho for future generations Protection, enhancement and use of mana, resources and mātauranga for our environmental taonga. Partnership with Ngā Whenua Rahui for pest control, biodiversity monitoring etc Large scale re-forestation of marginal farm lands and riparian zones using CO2 credits scheme	This will be achieved by: Actively participating and influencing our communities Committed to the maintenance and development of the Ngāti Hāua iwi commercial divisions Investments shall not conflict with our cultural values, triple bottom line, define values and mechanisms to ensure outcomes Support initiatives to improve the financial literacy of our people and the financial and economic capability of our entities Strong economic influence, financial institution PSGE

POU	Ngāti Hāuatanga	Riri Kore	Rangitengaue	Rongo Niu	Kokako	Tapaka
Values	<i>Kia toitu te mana whakauu na Ngāti Hāua.</i> To ensure the survival of the Ngāti Hāua Iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa te Piharau, anoo te Piharau e Whakatika</i> Ngāti Hāua Iwi Solutions for Ngāti Hāua people	<i>Ta te rino i Tukituki ai ma te rino ano e hanga,</i> What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua.</i> The River first, the River second.	<i>He huinga wai, he huinga iwi.</i> The joining of waters, the union of people.
Work Programme	Te Mana o Ngāti Hāua- A Secure Identity	Hapū Ora- Intergenerational sustainability & inspirational leadership	Oranga- Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga- Education	Te Ao Tūroa- Environmental Stewardship	Whai Rawa- Economic Prosperity
TOHUOHU- Indicators	% Ngāti Hāua who can hold a conversation about everyday things in te reo Māori # Whānau have acquired knowledge that will better enable them to enhance their lives % Ngāti Hāua Adults who have attended iwi events % more on the paepae # survey of our people	# of Ngāti Hāua events held at marae % Ngāti Hāua Iwi Adults who have been to their marae in the last 12 months. Developed Marae/hapū strategic plans % of supported initiatives led by hapū and their relevant trusts # Reduced costs for insurance etc Review of marae collective initiatives	% Ngāti Hāua iwi median income # Whānau evaluations that they have been supported and have access to all health and social services # Whānau plans where they have new aspirations and goals to improve their health and well being # Number of success of collectively owned enterprises. Improved employment and health stats	% Ngāti Hāua tamariki in the rohe at primary school at or above national standards for reading, writing, math # Ngāti Hāua Iwi ECE participation rate % Ngāti Hāua students who gained NCEA Level 2. # of learners i.e. those who do not participate in any Ngāti Hāua groups at any level, to indicate the size of the pool of Ngāti Hāua not currently being reached. # Implementation and participation in educational schemes	Whanganui River and underground puna water quality #Total land holdings attributed to Ngāti Hāua Iwi # Research projects led for the tracking of koura, tuna, piharau etc Improved biodiversity, quality of water and soils. Pest reductions, increased acreage of native forests	Quantify targeted investment % enrolment of Ngāti Hāua iwi on electoral role # Application of Ngāti Hāua iwi to tribal funds for projects and education grants Measurable improvements in employment, social, poverty, home ownership stats

DOCUMENTS

**7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA
– THE STRAND OF HEALTH**

DOCUMENTS

7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

TE TĀTAIRANGO O TE KARAUNA KI NGĀTI HĀUA

**TE WHENU O MANATŪ HAUORA ME TE WHATU ORA
[RELATIONSHIP AGREEMENT]**

Between

[NGĀTI HĀUA]

and

[TE WHIRINGA KĀKAHO O NGĀTI HĀUA]

and

MINISTRY OF HEALTH | MANATŪ HAUORA

and

HEALTH NEW ZEALAND | TE WHATU ORA

DOCUMENTS

7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

TIMATATANGA

Ruruku te rangi

Tēnei te rangi ka ū ka mou

Ko te ruruku i rukutia ai

Ko Ranginui e tū nei

Tēnei te ruruku ka ū ka mou

Ko te ruruku o tēnei whenua

I rukutia kutikuti pekapeka

Ko Papatūānuku e takoto nei

Tēnei te ruruku ka ū ka tāmoua ki ngā taurira

He ruruku ki tēnei matua iwi

He ruruku ki tēnei hononga e hai!

E rongō whakairihia ki runga, ki runga hai

Turuturu o whiti whakamoua kia tina

Haumie, hui, taiki e!

DOCUMENTS

7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

1. THE PARTIES

1.1 The Parties to this Relationship Agreement are:

- (a) Te Whiringa Kākaho o Ngāti Hāua, being the post settlement governance entity for Ngāti Hāua;
- (b) Ministry of Health | Manatū Hauora; and
- (c) Health New Zealand | Te Whatu Ora

NGĀTI HĀUA

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

1.2 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.

1.3 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with ‘Take Taunaha’ - ‘right by discovery’ is attributed to Te Kāhui Māui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

1.4 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of ‘take tupuna’ – ‘ancestral right’ as stemming from Ruatupua and Paerangi.

1.5 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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**7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH
Te Pou Tikanga / Ngāti Hāua values**

- 1.6 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua - Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata - To ensure the continuity of Ngāti Hāua tikanga.
 - (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
 - (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
 - (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

Role of Te Whatu Ora and the Ministry in the reformed health system

- 1.7 The New Zealand health and disability system has undergone significant reforms, enacted through the Pae Ora Act which came into force on 1 July 2022. Manatū Hauora – Ministry of Health
- 1.8 The Ministry of Health remains the Minister of Health’s agent and principal advisor and has overall responsibility for, the management and development of the health system.
- 1.9 The Ministry improves, promotes, and protects the health and well-being of New Zealanders through:
- (a) its stewardship of New Zealand's health and disability system;
 - (b) advising the Minister of Health, and the Government, on health and disability issues;
 - (c) development of health strategies in conjunction with Te Whatu Ora;
 - (d) monitoring health system performance for Māori health; and
 - (e) monitoring the new structures performance in relation to Māori health.

Te Whatu Ora – Health New Zealand

- 1.10 Te Whatu Ora is a Crown agent established by section 11 of the Pae Ora Act.

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7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

1.11 The objectives of Te Whatu Ora are:

- (a) to design, arrange, and deliver services to achieve the purpose of the Pae Ora Act in accordance with the health sector principles;
- (b) to encourage, support, and maintain community participation in health improvement and service planning; and
- (c) to promote health and prevent, reduce, and delay ill-health, including by collaborating with other agencies, organisations, and individuals to address the determinants of health.

1.12 Te Whatu Ora's functions are set out in section 14(1) of the Pae Ora Act. The functions include providing or arranging for the provision of services at a national, regional and local level, developing and implementing commissioning frameworks and models, improving service delivery and outcomes for all people, and collaborating with agencies, organisations and individuals to improve health and wellbeing outcomes.

1.13 In exercising its functions and powers Te Whatu Ora, as a Crown agent, will work to provide for the Crown's intention to give effect to the principles of Te Tiriti and help ensure Te Tiriti partnership is reflected in the health system. In accordance with those principles, partnership and its objectives under the Pae Ora Act, Te Whatu Ora is committed to ensuring that planning and service delivery respond to the aspirations and needs of Māori, achieve the best possible hauora outcomes for Māori, promote Māori health and prevent, reduce, and delay the onset of ill-health for Māori, including by collaborating with other agencies, organisations and individuals to address the determinants of hauora Māori.

2. BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between Te Whiringa Kākaho o Ngāti Hāua and the Crown (the "Deed of Settlement"), the Parties agreed to develop an agreement to facilitate improvements to the wellbeing of the whānau and hapū of Ngāti Hāua].

2.2 The purpose of this relationship agreement is to:

- (a) Ngāti Hāua establish new relationships between the Parties;
- (b) establish a set of relationship principles to guide the Parties to develop and maintain a positive and enduring working relationship;
- (c) enhance the health and well-being of present and future generations of Ngāti Hāua; and
- (d) provide a framework for engagement and collaboration between the Parties to help them to achieve their respective aspirations for Ngāti Hāua.

2.3 To this end, the Parties agree:

- (a) the success of their relationship depends on developing a values-based relationship of mutual understanding and respect, informed and underpinned by Ngāti Hāua values and Te Tiriti o Waitangi/Treaty of Waitangi;

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7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

- (b) therefore, in good faith, to give life to Ngāti Hāua values as set out in this agreement; and
- (c) to uphold the spirit of Te Tiriti o Waitangi/Treaty of Waitangi.

3. RELATIONSHIP PRINCIPLES

3.1 The Parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) upholding the spirit of Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (c) working together in co-operation and collaboration, including acting in good faith, fairly, reasonably and with integrity, honesty, transparency and accountability;
- (d) working with a ‘no surprises’ approach by ensuring early engagement on issues of known mutual interest;
- (e) acknowledging that the relationship is flexible and evolving;
- (f) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise;
- (g) respecting the independence of the Parties and their individual roles and responsibilities;
- (h) give effect to the principles of Māori data sovereignty and [Ngāti Hāua rights and interests in mātauranga and data;
- (i) ensuring accountability for agreed decisions and actions through monitoring and review.

4. NGĀTI HĀUA ASPIRATIONS FOR THE RELATIONSHIP WITH MANATŪ HAUORA AND TE WHATU ORA

4.1 Ngāti Hāua enters into this Relationship Agreement with Manatū Hauora and Te Whatu Ora with aspirations for the relationship to:

- (a) uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
- (b) ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to the revitalisation of Ngāti Hāua; and
- (c) recognise Ngāti Hāua values as basis for resetting the relationship between Ngāti Hāua and the Crown.

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7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

- 4.2 Ngāti Hāua intend that the work programmes that arise from the Relationship Agreement will contribute to realising outcomes:
- (a) **Whānau proud and strengthened by being Ngāti Hāua:** Ngāti Hāua whānau are proud of, connected to, and engaged in, being Ngāti Hāua;
 - (b) **Supporting marae, uri and hapū growth:** Supporting marae, uri and hapū as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations;
 - (c) **Building understanding and creating opportunities:** Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing;
 - (d) **Whānau participation:** Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities;
 - (e) **The mouri of Ngāti Hāua lands, rivers, lakes, forests and mountains is protected:** Whānau are nourished by the environment culturally and physically; and
 - (f) **Improved whānau wealth and capacity:** Providing the means to achieve the inter-generational tribal vision and uri who are active local and global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability.

5. ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme within Manatū Hauora and Te Whatu Ora responsibilities will have a direct impact on Ngāti Hāua.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an annual strategic relationship hui as set out in clauses 5.4-5.9
 - (b) progress work on agreed mutual priorities through operational level engagement as set out in clauses [5.10 to 5.11]
 - (c) collaborate and develop a work plan as set out in clauses [5.12 to 5.17]
- 5.3 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

ANNUAL STRATEGIC RELATIONSHIP HUI

- 5.4 The Parties agree that a senior representative of the Governance Entity and Manatū Hauora and Te Whatu Ora will participate in an annual relationship meeting.
- 5.5 The Manatū Hauora and Te Whatu Ora representatives at the annual relationship meeting will be a member of their respective Leadership Teams or delegates, who are delegated to make decisions upon behalf of Manatū Hauora and Te Whatu Ora .

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7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

- 5.6 Before each relationship meeting held in accordance with clause 5.4, representatives of the Governance Entity and Manatū Hauora and Te Whatu Ora will agree to administrative arrangements for the meeting including the agenda.
- 5.7 Agenda items may include:
- (a) the annual workplan for the [AGENCY/ENTITY], including any legislative or policy developments of interest to or affecting the interests represented by the Governance Entity;
 - (b) considering ways to provide for decision making opportunities for [NGĀTI HĀUA];
 - (c) discuss and agree priority initiatives or areas of collaboration that will strengthen the health of the relationship between Parties and support work on mutual priorities;
 - (d) review of any work plan developed under clause [x];
 - (e) any other matters of mutual interest; and
 - (f) next steps, including any further meeting dates required to review aspects of the [AGENCY/ENTITY] work programme or any new policies or processes that may be of interest to the Governance Entity.
- 5.8 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 5.9 The first relationship meeting will take place within three months of a written request by the Governance Entity.
- 5.10 The Parties may, mutually agree not to hold annual relationship meetings.

OPERATIONAL LEVEL ENGAGEMENT

- 5.11 The Parties agree that ongoing engagement is needed to operationalise the work plan developed as set out in clauses [5.1 to 5.3].
- 5.12 Operational level engagement may include:
- (g) coordinating the organisation of the annual strategic relationship hui;
 - (h) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
 - (i) mitigating issues and risks;
 - (j) explore further opportunities for collaborateion as they arise;
 - (k) working with Governance Entity to identify matters that are subject to engagement; and
 - (l) monitoring progress against the He Piko O Rauru (Māui) Tohutohu agreed indicators.

DOCUMENTS

7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH WORK PLAN

- 5.13 As a result of the annual relationship meetings, held in accordance with clause 5.4, and as part of other relationship meetings from time to time , the Parties may develop a work plan.
- 5.14 The Parties may be interested to include, but are not limited to, the following projects and topics in the work plan:
- (a) considering ways to provide for decision making opportunities for [Ngāti Hāua;
 - (b) considering opportunities to collaborate on issues and initiatives of mutual priority;
 - (c) sharing information which is of mutual benefit;
 - (d) creating opportunities for increased learning and capacity building;
 - (e) setting out a timetable and milestones for delivering on any agreed commitments;
 - (f) confirming the responsibilities for the Parties to meet any agreed commitments; and
 - (g) setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of He Piko O Rauru (Māui) Tohutohu indicators.
- 5.15 When developing work plans under this agreement, Manatū Hauora and Te Whatu Ora may invite any other relevant party to be involved in discussions about the work plan. Manatū Hauora and Te Whatu Ora will engage with Te Whiringa Kākaho o Ngāti Hāua before issuing any such invitation.
- 5.16 Work plans will be mutually agreed by Te Whiringa Kākaho o Ngāti Hāua and the Manatū Hauora and Te Whatu Ora and will reflect the priorities, resources and the specific functions and duties of the Parties.
- 5.17 The Parties have agreed the following topics are priority for initial discussions, and may result in an initial work plan:
- (a) building capability through intern and recruitment opportunities;
 - (b) developing data sharing opportunities to support monitoring.
- 5.18 Monitoring of He Piko O Rauru (Māui) Tohutohu indicators will inform development and review of the work plan.

6. COLLABORATIVE AGENCY FORUM

- 6.1 The Collaborative Agency Forum is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work on cross-cutting issues collaboratively where it is mutually beneficial to do so, on matters of common interest within the rohe of Ngāti Hāua.
- 6.2 The Ministry of Health and Te Whatu Ora will participate in the activities of the Collaborative Agency Forum when it is in the mutual interests of the the [AGENCY/ENTITY] OR the forum relate to or discuss to health or health outcomes.

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7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

- 6.3 [Where the priorities (“Collective Priorities”) of the Governance Entity, Ministry of Health and Te Whatu Ora and any one or more other Crown agencies (the “Collective Agencies”) referred to in clause [9.7] of the Deed of Settlement dated [X] between Ngāti Hāua and the Crown (the “Deed of Settlement”) align, Ministry of Health and Te Whatu Ora will, where it is mutually beneficial to do so, seek to work together with the Governance Entity and the relevant Collective Agencies on the Collective Priorities.
- 6.4 Ministry of Health and Te Whatu Ora acknowledge that discussion regarding Collective Priorities will occur at the annual relationship meetings and:
- (a) may include development of a collective work plan; and
 - (b) will be subject to the resourcing work programmes and priorities of the Governance Entity, Ministry of Health and Te Whatu Ora and the relevant Collective Agencies.
- 6.5 Ministry of Health and Te Whatu Ora acknowledge that, with the agreement of the Governance Entity, Ministry of Health and Te Whatu Ora and the relevant Collective Agencies, other Crown agencies, interest groups and organisations may participate in the engagement with the Collective Priorities contemplated by clause [6.3].

7. INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and the Ministry of Health and Te Whatu Ora] will use their best endeavours to share information in relation to publicly funded health services in the Ngāti Hāua area of interest.

8. COMMUNICATION

- 8.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause 5 of this agreement;
 - (b) information sharing in accordance with clause 7 of this agreement;
 - (c) maintaining information on the Parties’ office holders, their addresses and contact details;
 - (d) providing a primary contact at the Ministry of Health and Te Whatu Ora for Te Whiringa Kākaho o Ngāti Hāua who will act as a liaison person with other Ministry of Health and Te Whatu Ora staff;
 - (e) providing reasonable opportunities for Te Whiringa Kākaho o Ngāti Hāua to meet with senior staff of the Ministry of Health and Te Whatu Ora to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Ministry of Health and Te Whatu Ora staff of the contents of this Relationship Agreement and their responsibilities and roles under it;

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7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for Te Whiringa Kākaho o Ngāti Hāua to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that Te Whiringa Kākaho o Ngāti Hāua may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to Te Whiringa Kākaho o Ngāti Hāua on any decision that is made that relates to the agreement.

9. CONTACTS

9.1 The contact people for Manatū Hauora and Te Whatu Ora for all matters relating to this Relationship Agreement are:

- (a) [position within AGENCY/ENTITY], [relevant region], [postal address]; and
- (b) [AGENCY/ENTITY [senior] lead] or equivalent.

9.2 The contact person for Te Whiringa Kākaho o Ngāti Hāua for all matters relating to this Relationship Agreement is the Chief Executive of Te Whiringa Kākaho o Ngāti Hāua.

9.3 The contact persons named in clauses 9.1 and 9.2 may change from time to time and Manatū Hauora and Te Whatu Ora and Te Whiringa Kākaho o Ngāti Hāua agree to update each other as and when this occurs.

10. OFFICIAL INFORMATION

10.1 The Ministry and Te Whatu Ora are subject to the requirements of the Official Information Act 1982 ("OIA").

10.2 The Ministry and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Agreement (e.g. relationship meeting minutes).

10.3 The Ministry will notify Te Whiringa Kākaho o Ngāti Hāua and seek its views before releasing any information relating to this Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

11. RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

11.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other Ngāti Hāua, hapū or whānau group, whether or not they be affiliated with Te Whiringa Kākaho o Ngāti Hāua.

11.2 In accordance with the principles described in clause 3, nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

DOCUMENTS

7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

- 11.3 The commitments of the Ministry of Health and Te Whatu Ora under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Ministry of Health and Te Whatu Ora and of the government of the day.
- 11.4 The commitments of Te Whiringa Kākaho o Ngāti Hāua under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.
- 11.5 For the avoidance of doubt, this relationship agreement is not legally binding on parties to this relationship agreement and will not commit or restrain any legal rights or obligations or functions, duties and powers of Ministers, Chief Executives, Boards of Crown Entities and officials, nor will it be contrary to public finance policy.

12. SPECIAL CONDITIONS

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

13. REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 13.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause 5 or as otherwise agreed and may sign a variation to this Relationship Agreement which will take effect upon signing. The Parties may agree in writing to review or vary the provisions of this agreement.

14. DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this agreement that cannot be resolved by the relevant persons from each Party, it shall be escalated to their respective management to resolve. From this point, if the dispute is unable to be resolved, then the matter shall be escalated to the Chief Executives (or their delegates) of the Parties.

15. DEFINITIONS

“the Area” means the Ngāti Hāua Area of Interest as defined at Appendix A

“Settlement Date” has the same meaning as in the Deed of Settlement.

DOCUMENTS

7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

SIGNED for and on behalf of the)
[AGENCY/ENTITY])
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of **[GOVERNANCE ENTITY]**)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

APPENDIX A – NGĀTI HĀUA AREA OF INTEREST]

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7.5: TE WHENU O TE MANATŪ HAUORA ME TE WHATU ORA – THE STRAND OF HEALTH

APPENDIX B– HE PIKO O RAURU (MĀUI) FRAMEWORK

POU	Ngāti-Hāuatanga	Riri-Kore	Rangitengau	Rongo-Niua	Kokakoa	Tapaka
Values	<i>Kia toitu te mana-whakaurua Ngāti-Hāua</i> To ensure the survival of the Ngāti-Hāua iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata</i> The length of a person's shadow is cast by their ancestry	<i>Maa te Piharau, ano te Piharau e Whakatika</i> Ngāti-Hāua iwi Solutions for Ngāti-Hāua people	<i>Ta te rino i Tukituki ai ma te rino ano e hanga</i> What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua</i> The River first, the River second	<i>He huinga wai, he huinga iwi</i> The joining of waters, the union of people
Work-Programme	Te Mana-o Ngāti-Hāua-1 A Secure Identity	Hapū-Ora-1 Intergenerational sustainability & inspirational leadership	Oranga-1 Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga-1 Education	Te-Ao-Tūroa-1 Environmental Stewardship	Whai-Rawa-1 Economic Prosperity
NGĀ-Whāinga-1 Viability Outcome	Whānau-Proud-&-Strengthened-by-being-Ngāti-Hāua-1 Ngāti-Hāua whānau are proud of, connected to, and engaged in, being Ngāti-Hāua	Supporting-Marae, Uri-and-hapū-Growth-1 Supporting Marae, Uri and hapu as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations	Building-understanding-&-creating-opportunities-1 Building a comprehensive understanding of Ngāti-Hāua health, housing and social wellbeing, and creating opportunities for whānau Strengthening community bonds, engagement and wellbeing	Whānau-Participation-1 Supporting whānau to participate in high-quality education and training from early childhood through to tertiary opportunities	The-Mouri-of-Ngāti-Hāua-Lands,Rivers,Lakes,Forests-&-Mountains-are-Protected-1 Whānau are nourished by the environment culturally & physically	Improved-Whānau-Wealth-&-Capacity-1 Providing the means to achieve inter-generational tribal vision and uri who are active local & global citizens Achieve economic transformation towards a fairer more sustainable local economy economic self-sustainability
HUANGA-Characteristics-Outcomes Or-What-will-success-look-like	This will be achieved by: To retain and grow a number of proficient speakers of Te Reo o Ngāti-Hāua To preserve, research, create, disseminate and make accessible Ngāti-Hāua knowledge, kawa and tikanga to help our uri return to their ūkaiapo Develop leadership capability at all levels Organise a range of events to unite our people and to maintain relationships with other iwi Implementing wānanga strategy	This will be achieved by: Intergenerational planning and intergenerational transmission is ensured succession planning All marae have a strategic vision and planning Build the capability, capacity and vibrancy of our marae, on the paepae, financial management Key relationships and critical awareness developed i.e. research Marae collective for bulk purchasing insurance, maintenance equipment solar power etc. Also forum for inter-marae relationships	This will be achieved by: Improve and ensure access for whānau to health, housing and social well-being services Improving whānau living conditions and affordable housing Ensuring our pepi are born healthy and our tamariki are living in strong confident and secure whānau where they are safe Kaumātua & Rangatahi have a korowai of service around them to keep the warm and safe. Ensure our whānau have the skills to be financially secure and have financial freedom to support their options and choices Thriving collectively owned enterprises, infrastructure	This will be achieved by: To support Ngāti-Hāua learner success in two worlds-tamariki who are literate and learning leaders To create and support Ngāti-Hāua educational and training opportunities for the prosperity of our people To influence learning centres within our rohe, ensuring quality education to our whānau and invest in learner success Pathways to meaningful employment and iwi, hapū leadership Linking local education to local whenua, awa, maunga, history etc	This will be achieved by: Ngāti-Hāua iwi will assert and exercise rangatiratanga and kaitiakitanga over our natural resources We protect and enhance our taonga iho for future generations Protection, enhancement and use of mana, resources and mātauranga for our environmental taonga Partnership with Ngā Whenua Rahui for pest control, biodiversity monitoring etc Large scale re-forestation of marginal farm lands and riparian zones using CO2 credits scheme	This will be achieved by: Actively participating and influencing our communities Committed to the maintenance and development of the Ngāti-Hāua iwi commercial divisions Investments shall not conflict with our cultural values, triple bottom line, define values and mechanisms to ensure outcomes Support initiatives to improve the financial literacy of our people and the financial and economic capability of our entities Strong economic influence, financial institution PSGE
POU	Ngāti-Hāuatanga	Riri-Kore	Rangitengau	Rongo-Niua	Kokakoa	Tapaka
Values	<i>Kia toitu te mana-whakaurua Ngāti-Hāua</i> To ensure the survival of the Ngāti-Hāua iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata</i> The length of a person's shadow is cast by their ancestry	<i>Maa te Piharau, ano te Piharau e Whakatika</i> Ngāti-Hāua iwi Solutions for Ngāti-Hāua people	<i>Ta te rino i Tukituki ai ma te rino ano e hanga</i> What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua</i> The River first, the River second	<i>He huinga wai, he huinga iwi</i> The joining of waters, the union of people
Work-Programme	Te Mana-o Ngāti-Hāua-1 A Secure Identity	Hapū-Ora-1 Intergenerational sustainability & inspirational leadership	Oranga-1 Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga-1 Education	Te-Ao-Tūroa-1 Environmental Stewardship	Whai-Rawa-1 Economic Prosperity
TOHUTORU-Indicators	% Ngāti-Hāua who can hold a conversation about everyday things in te reo Māori # Whānau have acquired knowledge that will better enable them to enhance their lives % Ngāti-Hāua Adults who have attended iwi events % more on the paepae # survey of our people	# of Ngāti-Hāua events held at marae % Ngāti-Hāua iwi Adults who have been to their marae in the last 12 months Developed Marae/hapū strategic plans % of supported initiatives led by hapū and their relevant trusts # Reduced costs for insurance etc Review of marae collective initiatives	% Ngāti-Hāua iwi median income # Whānau evaluations that they have been supported and have access to all health and social services # Whānau plans where they have new aspirations and goals to improve their health and well-being # Number of success of collectively owned enterprises Improved employment and health stats	% Ngāti-Hāua tamariki in the rohe at primary school at or above national standards for reading, writing, math # Ngāti-Hāua iwi ECE participation rate % Ngāti-Hāua students who gained NCEA Level 2 # of learners i.e. those who do not participate in any Ngāti-Hāua groups at any level, to indicate the size of the pool of Ngāti-Hāua not currently being reached # Implementation and participation in educational schemes	Whanganui River and underground puna water quality # Total land holdings attributed to Ngāti-Hāua iwi # Research projects led for the tracking of koura, tuna, piharau etc Improved biodiversity, quality of water and soils Pest reductions, increased acreage of native forests	Quantify targeted investment % enrolment of Ngāti-Hāua iwi on electoral role # Application of Ngāti-Hāua iwi tribal funds for projects and education grants Measurable improvements in employment, social, poverty, home ownership stats

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**7.6: TE WHENU O TE PUNI KŌKIRI
– THE STRAND OF MĀORI DEVELOPMENT**

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7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

[TE TĀTAIRANGO O TE KARAUNA KI NGĀTI HĀUA

TE WHENU O TE PUNI KŌKIRI

RELATIONSHIP AGREEMENT

Between

[TE WHIRINGA KĀKAHO O NGĀTI HĀUA]

and

Te Puni Kōkiri

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7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

TIMATATANGA

Ruruku te rangi

Tēnei te rangi ka ū ka mou

Ko te ruruku i rukutia ai

Ko Ranginui e tū nei

Tēnei te ruruku ka ū ka mou

Ko te ruruku o tēnei whenua

I rukutia kutikuti pekapeka

Ko Papatūānuku e takoto nei

Tēnei te ruruku ka ū ka tāmoua ki ngā tauira

He ruruku ki tēnei matua iwi

He ruruku ki tēnei hononga e hai!

E rongō whakairihia ki runga, ki runga hai

Turuturu o whiti whakamoua kia tina

Haumie, hui, taiki e!

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7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

1. THE PARTIES

1.1 The Parties to this Relationship Agreement are:

- (a) [PSGE], being the post settlement governance entity for Ngāti Hāua;
- (b) Te Puni Kōkiri.

NGĀTI HĀUA

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Te Hoata is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 1.2 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.
- 1.3 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

- 1.4 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 1.5 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

Te Pou Tikanga / Ngāti Hāua values

- 1.6 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
 - (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
 - (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
 - (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

TE PUNI KŌKIRI VISION AND VALUES

[The vision of Te Puni Kōkiri is:

Thriving whānau – when whānau are thriving, so do their communities, hapū, iwi and all of Aotearoa.

Te Puni Kōkiri values are:

Te Wero – pursuing excellence. Te Puni Kōkiri strives for excellence to get results. Te Puni Kōkiri acts with courage when required, takes calculated risks and is results focused;

Manaakitanga – valuing people and relationships. Te Puni Kōkiri acts with integrity and treats others with respect. It is caring, humble, tolerant, co-operative and inclusive;

He Toa Takatini – working collectively, Te Puni Kōkiri leads by example, works as a team and maximises collective strengths to achieve its goals; and

Ture Tangata – creativity and innovation. Te Puni Kōkiri tests ideas and generates new knowledge. It learns from others and confidently applies new knowledge to get results.

TE PUNI KŌKIRI ROLES AND RESPONSIBILITIES

- 1.7 [Te Puni Kōkiri is the government’s principal policy advisor on Māori wellbeing and development.

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7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

- 1.8 The responsibilities of Te Puni Kōkiri include:
- (a) Promoting increases in the levels of achievement attained by Māori with respect to –
 - (i) education;
 - (ii) training and employment;
 - (iii) health; and
 - (iv) economic resource development.
 - (b) Monitoring and liaising with each government department and agency that provides or has a responsibility to provide services to or for Māori for the purpose of ensuring the adequacy of those services.

2. BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between [PSGE] and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the wellbeing of the whānau and hapū of Ngāti Hāua.

2.2 The purpose of this relationship agreement is to:

- (a) acknowledge the importance of Te Pou Tikanga to Ngāti Hāua and regard Te Pou Tikanga as a basis for supporting the relationship between Ngāti Hāua and the Crown;
- (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting Te Puni Kōkiri with Ngāti Hāua;
- (c) facilitate revitalisation of Ngāti Hāua through support in the development and implementation of the Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework.

2.3 To this end, the Parties agree:

- (a) the success of their relationship depends on developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Pou Tikanga and Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) therefore, in good faith, to give life to Te Pou Tikanga as set out in this agreement
- (c) upholding the spirit of Te Tiriti o Waitangi/Treaty of Waitangi.

3. RELATIONSHIP PRINCIPLES

3.1 The Parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) upholding the spirit of Te Tiriti o Waitangi/Treaty of Waitangi and its principles;

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- (b) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (c) working together in co-operation and collaboration, including acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability;
- (d) working with a ‘no surprises’ approach by ensuring early engagement on issues of known mutual interest;
- (e) acknowledging that the relationship is flexible and evolving;
- (f) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise;
- (g) respecting the independence of the Parties and their individual roles and responsibilities;
- (h) recognising the principles of Māori data sovereignty and Ngāti Hāua rights and interests in mātauranga Māori and data;
- (i) ensuring accountability for agreed decisions and actions through monitoring and review.

4. NGĀTI HĀUA ASPIRATIONS FOR THE RELATIONSHIP WITH TE PUNI KŌKIRI

4.1 Ngāti Hāua enters into this Relationship Agreement with Te Puni Kōkiri with the following aspirations:

- (a) To uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
- (b) To ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to revitalisation of Ngāti Hāua;
- (c) Recognition of Te Pou Tikanga as the basis for resetting the relationship between Ngāti Hāua and the Crown;
- (d) To support development and implementation of a social transformation strategy for Ngāti Hāua and its communities guided by He Piko O Rauru (Māui) framework.

4.2 He Piko O Rauru (Māui) Framework (Appendix B) is structured around Te Pou Tikanga and articulates social revitalisation outcomes: Ngā Whaingā (vitality outcomes) and Huangā (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together outcomes and indicators set out strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people. He Piko O Rauru (Māui) Framework will guide development of Ngāti Hāua social transformation strategy.

4.3 Ngāti Hāua intend that the work programmes that arise from the Relationship Agreement will contribute to realising [following] He Piko O Rauru (Māui) Ngā Whaingā (vitality outcomes):

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- (a) **Whānau proud and strengthened by being Ngāti Hāua:** Ngāti Hāua whānau are proud of, connected to, and engaged in, being Ngāti Hāua;
- (b) **Supporting marae, uri and hapū growth:** Supporting marae, uri and hapū as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations;
- (c) **Building understanding and creating opportunities:** Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing;
- (d) **Whānau participation:** Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities;
- (e) **The mouri of Ngāti Hāua lands, rivers, lakes, forests and mountains is protected:** Whānau are nourished by the environment culturally and physically; and
- (f) **Improved whānau wealth and capacity:** Providing the means to achieve the inter-generational tribal vision and uri who are active local and global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability.

5. ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme within Te Puni Kōkiri responsibilities will have a direct impact on Ngāti Hāua.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
 - (a) attend an **annual strategic relationship hui** as set out in clauses [5.4 to 5.9]
 - (b) progress work on agreed mutual priorities through **operational level engagement** as set out in clauses [5.10 to 5.11]
 - (c) collaborate and develop a **work plan** as set out in clauses [5.12 to 5.16]
- 5.3 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

ANNUAL STRATEGIC RELATIONSHIP HUI

- 5.4 The Parties agree that a T3 level or above representative of the Governance Entity and Te Puni Kōkiri will participate in an annual strategic relationship meeting;
- 5.5 Before each strategic relationship meeting held in accordance with clause [5.4], representatives of the Governance Entity and Te Puni Kōkiri will agree to administrative arrangements for the meeting including the agenda.
- 5.6 Agenda items should include:
 - (a) the annual workplan for Te Puni Kōkiri, including any legislative or policy developments of interest to or affecting the interests represented by the Governance Entity;

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7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

- (b) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (c) discuss and agree priority initiatives or areas of collaboration that will strengthen the health of the relationship between Parties and support work on mutual priorities;
 - (d) review of any work plan developed under clause [5.12] informed by the assessment of He Piko O Rauru (Māui) indicators;
 - (e) any other matters of mutual interest; and
 - (f) next steps, including any further meeting dates required to review aspects of the Te Puni Kōkiri work programme or any new policies or processes that may be of interest to the Governance Entity.
- 5.7 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 5.8 The first strategic relationship meeting will take place within [three] months of a written request by the Governance Entity.
- 5.9 The Parties may mutually agree not to hold annual strategic relationship meetings.

OPERATIONAL LEVEL ENGAGEMENT

- 5.10 The Parties agree that ongoing engagement is needed to operationalise the work plan that may be developed as set out in clauses [5.1 to 5.3].
- 5.11 Operational level engagement will involve:
- (a) coordinating the organisation of the annual strategic relationship hui;
 - (b) discussing Te Puni Kōkiri procurement activities within the Ngāti Hāua rohe, with the intention of exploring:
 - (i) contract opportunities being delivered by locally owned businesses; and
 - (ii) opportunities for Ngāti Hāua businesses;
 - (c) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
 - (d) mitigating issues and risks;
 - (e) explore further opportunities for collaboration as they arise;
 - (f) working with Governance Entity to identify matters that are subject to engagement; and
 - (g) monitoring progress against the He Piko O Rauru (Māui) Tohutohu (indicators).

WORK PLAN

- 5.12 As a result of the annual strategic relationship meetings, held in accordance with clause [5.4], and as part of other relationship meetings held in accordance with clause

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[X], the Parties may develop a work plan. [Parties to negotiate frequency and/or process eg not less than every two years]

- 5.13 The Parties may be interested to include, but are not limited to, the following projects and topics in the work plan:
- (a) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (b) supporting development and implementation of Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework, including through provision of data and resource capability such as secondments;
 - (c) considering opportunities to collaborate on issues and initiatives of mutual priority;
 - (d) sharing information which is of mutual benefit;
 - (e) creating opportunities for increased learning and capacity building;
 - (f) setting out a timetable and milestones for delivering on any agreed commitments;
 - (g) confirming the responsibilities for the Parties to meet any agreed commitments; and
 - (h) setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of He Piko O Rauru (Māui) Tohutohu (indicators).
- 5.14 Work plans will be mutually agreed by the [Governance Entity] and Te Puni Kōkiri and will reflect the priorities, resources and the specific functions and duties of the Parties.
- 5.15 The Parties have agreed the topics as outlined above at clause 5.13 are priority for initial discussions and may result in an initial work plan, but do not limit discussions to those topics alone (for example, topics for discussion could include: building capability through internships; recruitment opportunities; developing data sharing opportunities to support monitoring; etc.).
- 5.16 Monitoring of He Piko O Rauru Tohutohu (indicators) will inform development and review of the work plan.

6. COLLABORATIVE AGENCY FORUM

- 6.1 The Collaborative Agency Forum is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work on cross-cutting issues collaboratively where it is mutually beneficial to do so, on matters of common interest within the rohe of Ngāti Hāua.
- 6.2 [Where the priorities (“Collective Priorities”) of the Governance Entity, Te Puni Kōkiri and any one or more other Crown agencies (the “Collective Agencies”) referred to in clause [9.7] of the Deed of Settlement dated [X] between Ngāti Hāua and the Crown (the “Deed of Settlement”) align, Te Puni Kōkiri will, where it is mutually beneficial to do so, seek to work together with the Governance Entity and the relevant Collective Agencies on the Collective Priorities.

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- 6.3 The Parties acknowledge that discussion regarding Collective Priorities will occur at the annual relationship meetings and:
- (a) may include development of a collective work plan; and
 - (b) will be subject to the resourcing work programmes and priorities of the Governance Entity, Te Puni Kōkiri and the relevant Collective Agencies.
- 6.4 The Parties acknowledge that, with the agreement of the Governance Entity, Te Puni Kōkiri and the relevant Collective Agencies, other Crown agencies, interest groups and organisations may participate in the engagement with the Collective Priorities contemplated by clause [6.2].
- 6.5 The Parties acknowledge that [Ministry of Housing and Urban Development – Te Tuāpapa Kura Kāinga] will convene and facilitate the first annual relationship meeting between the Governance Entity, Te Puni Kōkiri and the Collective Agencies and will identify any agenda items that could involve collective engagement as contemplated by clause [6.2].]

7. INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and Te Puni Kōkiri will use their best endeavours to share information in relation to, but not limited to:
- (a) information, where available, related to services funded by Te Puni Kōkiri within the Ngāti Hāua area of interest (Appendix A);
 - (b) aggregated and anonymised data that Te Puni Kōkiri holds about people who are clients of Te Puni Kōkiri who either identify as a descendant of Ngāti Hāua or who reside in the Ngāti Hāua area of interest;
 - (c) employment and labour market intelligence that Te Puni Kōkiri holds, including any potential opportunities for joint initiatives; and
 - (d) data on He Piko O Rauru (Māui) outcomes and indicators, where available, in the Ngāti Hāua area of interest; and
 - (e) statistics and other data of relevance to Ngāti Hāua.

8. COMMUNICATION

- 8.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause [5] of this agreement;
 - (b) information sharing in accordance with clause [7];
 - (c) maintaining information on the Parties' office holders, their addresses and contact details;

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- (d) providing a primary contact at Te Puni Kōkiri for the Governance Entity who will act as a liaison person with other Te Puni Kōkiri staff;
- (e) providing reasonable opportunities for the Governance Entity to meet with senior staff of Te Puni Kōkiri to discuss and (if possible) resolve any issues that may arise;
- (f) informing relevant Te Puni Kōkiri staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for the Governance Entity to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to the Governance Entity on any decision that is made that relates to the agreement.

8.2 Te Puni Kōkiri will seek to engage with the Governance Entity in good faith where a policy or programme, within Te Puni Kōkiri’s responsibilities, will directly impact Ngāti Hāua.

9. CONTACTS

9.1 The contact person for Te Puni Kōkiri for all matters relating to this Relationship Agreement is:

- (a) [Regional Director, Te Tai Hauāuru, PO Box 436 Whanganui 4500 and
- (b) General Manager, Regional Support and Alignment, PO Box 3943, Wellington 6140,]

9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the [Chief Executive] of the Governance Entity.

9.3 The contact persons named in clauses [9.1(a)], [9.1(b)] and [9.2] may change from time to time and Te Puni Kōkiri and the Governance Entity agree to update each other as and when this occurs.

10. OFFICIAL INFORMATION

10.1 Te Puni Kōkiri is subject to the requirements of the Official Information Act 1982 (“OIA”).

10.2 Te Puni Kōkiri may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

10.3 Te Puni Kōkiri will where possible notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any

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comments the Governance Entity wishes to make must be provided to Te Puni Kōkiri in a timely fashion, so that Te Puni Kōkiri is able to meet the statutory timeframes for responding to the relevant request for information.

11. RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

- 11.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.
- 11.2 In accordance with the principles described in clause [3], nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 11.3 The commitments of Te Puni Kōkiri under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of Te Puni Kōkiri and of the government of the day.
- 11.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.
- 11.5 For the avoidance of doubt, this relationship agreement is not legally binding on parties to this relationship agreement and will not commit or restrain any legal rights or obligations or functions, duties and powers of Ministers, Chief Executives, Boards of Crown Entities and officials, nor will it be contrary to public finance policy.

12. SPECIAL CONDITIONS

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

13. REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 13.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause [5.4] and may sign a variation to this Relationship Agreement which will take effect [upon signing]. The Parties may agree in writing to review or vary the provisions of this agreement.

14. DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this agreement, a meeting will be convened between the [Governance Entity] and Te Puni Kōkiri within [two weeks] of dispute arising (or as otherwise agreed by the Parties). At the meeting every effort will be made in good faith to resolve matters directly with each other and within a reasonable timeframe and to endeavour to find a resolution to the matter. This initial stage of the process may involve more than one meeting and may take place across [XX] months.

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- 14.2 In the event a problem cannot be resolved between representatives of the Governance Entity and Te Puni Kōkiri listed at clause [14.1], it shall be escalated to the Chief Executives (or person of equivalent seniority) of each party to meet to reach a common resolution.
- 14.3 Where the dispute has not been resolved within [one month] (or as otherwise agreed by the Parties) through a meeting under [clause 14.2] then a party may seek the dispute to be referred to mediation as follows:
- (a) the party seeking the dispute to be referred to mediation must provide written notice outlining the reasons for seeking mediation to the other party or parties.
 - (b) the Parties will seek to agree upon a mediator and, failing agreement within [15 working days] of the date of the notice described in [clause 14.3(a)], a mediator will be appointed by the Tumuaki of Te Hunga Rōia Māori o Aotearoa. If, for any reason, this is not possible, a mediator will be appointed by President of the New Zealand Law Society. The mediator will be:
 - (i) familiar with tikanga based dispute resolution; and
 - (ii) independent of the dispute.
 - (c) the mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.
- 14.4 Unless otherwise agreed, where a mediator is appointed through the process described in [clause 14.3(b)], the costs of the mediation will be met jointly by the Parties.

15. DEFINITIONS

“the Area” means the Ngāti Hāua Area of Interest as defined at Appendix A

“Collaborative Agency Forum” means...

“Governance Entity” means the Ngāti Hāua Post-Settlement Governance Entity

“Settlement Date” has the same meaning as in the Deed of Settlement.

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7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

SIGNED for and on behalf of)
Te Puni Kōkiri)
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of **[GOVERNANCE ENTITY]**)
by the Chair, in the presence of:)
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

APPENDIX A – [NGĀTI HĀUA AREA OF INTEREST]

DOCUMENTS

7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

APPENDIX B – HE PIKO O RAURU (MĀUI) FRAMEWORK

POU	Ngāti Hāuatanga	Riri Kore	Rangitengaue	Rongo Niu	Kokako	Tapaka
Values	<i>Kia toitu te mana whakauau na Ngāti Hāua.</i> To ensure the survival of the Ngāti Hāua iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Mao te Piharau, anoo te Piharau e Whakatika</i> Ngāti Hāua Iwi Solutions for Ngāti Hāua people	Ta te rino i Tukituki ai ma te rino ano e hanga, What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua.</i> The River first, the River second.	<i>He huinga wai, he huinga iwi.</i> The joining of waters, the union of people.
Work Programme	Te Mana o Ngāti Hāua- A Secure Identity	Hapū Ora- Intergenerational sustainability & inspirational leadership	Oranga- Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga- Education	Te Ao Tūroa- Environmental Stewardship	Whai Rawa- Economic Prosperity
NGĀ WHAINGA- Vitality Outcome	Whānau Proud & Strengthened by being Ngāti Hāua: Ngāti Hāua whānau are proud of, connected to, and engaged in, being Ngāti Hāua	Supporting Marae, Uri and hapū Growth: Supporting Marae, Uri and hapu as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations	Building understanding & creating opportunities Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing	Whānau Participation Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities who are literate and learning leaders	The Mouri of Ngāti Hāua Lands, Rivers, Lakes, Forests & Mountains are Protected Whānau are nourished by the environment culturally & physically	Improved Whānau Wealth & Capacity Providing the means to achieve inter-generational tribal vision and uri who are active local & global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability
HUANGA-Characteristic Outcomes Or What will success look like	This will be achieved by: To retain and grow a number of proficient speakers of Te Reo o Ngāti Hāua To preserve, research, create, disseminate and make accessible Ngāti Hāua knowledge, kawa and tikanga to help our uri return to their ūkaipao Develop leadership capability at all levels Organise a range of events to unite our people and to maintain relationships with other iwi Implementing wānanga strategy	This will be achieved by: Intergenerational planning and intergenerational transmission is ensured-succession planning All marae have a strategic vision and planning Build the capability, capacity and vibrancy of our marae, on the paepae, financial management Key relationships and critical awareness developed i.e. research Marae collective for bulk purchasing insurance, maintenance equipment solar power etc. Also forum for inter marae relationships	This will be achieved by: Improve and ensure access for whānau to health, housing and social well-being services Improving whānau living conditions and affordable housing Ensuring our pepi are born healthy and our tamariki are living in strong confident and secure whānau where they are safe Kaumātua & Rangatahi have a korowai of service around them to keep the warm and safe. Ensure our whānau have the skills to be financially secure and have financial freedom to support their options and choices. Thriving collectively owned enterprises, infrastructure	This will be achieved by: To support Ngāti Hāua learner success in two worlds-tamariki who are literate and learning leaders To create and support Ngāti Hāua educational and training opportunities for the prosperity of our people To influence learning centres within our rohe, ensuring quality education to our whānau and invest in learner success Pathways to meaningful employment and iwi, hapū leadership Linking local education to local whenua, awa, maunga, history etc	This will be achieved by: Ngāti Hāua iwi will assert and exercise rangatiratanga and kaitiakitanga over our natural resources. We protect and enhance our taonga iho for future generations Protection, enhancement and use of mana, resources and mātauranga for our environmental taonga. Partnership with Ngā Whenua Rauhi for pest control, biodiversity monitoring etc Large scale re-forestation of marginal farm lands and riparian zones using CO2 credits scheme	This will be achieved by: Actively participating and influencing our communities Committed to the maintenance and development of the Ngāti Hāua iwi commercial divisions Investments shall not conflict with our cultural values. triple bottom line, define values and mechanisms to ensure outcomes Support initiatives to improve the financial literacy of our people and the financial and economic capability of our entities Strong economic influence, financial institution PSGE

POU	Ngāti Hāuatanga	Riri Kore	Rangitengaue	Rongo Niu	Kokako	Tapaka
Values	<i>Kia toitu te mana whakauau na Ngāti Hāua.</i> To ensure the survival of the Ngāti Hāua iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Mao te Piharau, anoo te Piharau e Whakatika</i> Ngāti Hāua Iwi Solutions for Ngāti Hāua people	Ta te rino i Tukituki ai ma te rino ano e hanga, What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua.</i> The River first, the River second.	<i>He huinga wai, he huinga iwi.</i> The joining of waters, the union of people.
Work Programme	Te Mana o Ngāti Hāua- A Secure Identity	Hapū Ora- Intergenerational sustainability & inspirational leadership	Oranga- Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga- Education	Te Ao Tūroa- Environmental Stewardship	Whai Rawa- Economic Prosperity
TOHU TOHU- Indicators	% Ngāti Hāua who can hold a conversation about everyday things in te reo Māori # Whānau have acquired knowledge that will better enable them to enhance their lives % Ngāti Hāua Adults who have attended iwi events # more on the paepae # survey of our people	# of Ngāti Hāua events held at marae % Ngāti Hāua Iwi Adults who have been to their marae in the last 12 months. Developed Marae/hapū strategic plans % of supported initiatives led by hapū and their relevant trusts # Reduced costs for insurance etc Review of marae collective initiatives	% Ngāti Hāua iwi median income # Whānau evaluations that they have been supported and have access to all health and social services # Whānau plans where they have new aspirations and goals to improve their health and well being # Number of success of collectively owned enterprises. Improved employment and health stats	% Ngāti Hāua tamariki in the rohe at primary school at or above national standards for reading, writing, math # Ngāti Hāua Iwi ECE participation rate % Ngāti Hāua students who gained NCEA Level 2. # of learners i.e. those who do not participate in any Ngāti Hāua groups at any level, to indicate the size of the pool of Ngāti Hāua not currently being reached. # Implementation and participation in educational schemes	Whanganui River and underground puna water quality #Total land holdings attributed to Ngāti Hāua Iwi # Research projects led for the tracking of koura, tuna, piharau etc Improved biodiversity, quality of water and soils. Pest reductions, increased acreage of native forests	Quantify targeted investment % enrolment of Ngāti Hāua iwi on electoral role # Application of Ngāti Hāua iwi to tribal funds for projects and education grants Measurable improvements in employment, social, poverty, home ownership stats

DOCUMENTS

7.6: TE WHENU O TE PUNI KŌKIRI – THE STRAND OF MĀORI DEVELOPMENT

APPENDIX – THE ROLE OF TE PUNI KŌKIRI

[Placeholder if needed]]

DOCUMENTS

**7.7: TE WHENU O TE HĪKINA WHAKATUTUKI
– THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT**

DOCUMENTS

**7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION
AND EMPLOYMENT**

TE TĀTAIRANGO O TE KARAUNA KI NGĀTI HĀUA

TE WHENU O HĪKINA WHAKATUTUKI

[RELATIONSHIP AGREEMENT]

Between

NGĀTI HĀUA

and

[TE WHIRINGA KĀKAHO O NGĀTI HĀUA]

and

[MINISTRY OF BUSINESS, INNOVATION & EMPLOYMENT]

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**7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION
AND EMPLOYMENT**

TIMATATANGA

Ruruku te rangi

Tēnei te rangi ka ū ka mou

Ko te ruruku i rukutia ai

Ko Ranginui e tū nei

Tēnei te ruruku ka ū ka mou

Ko te ruruku o tēnei whenua

I rukutia kutikuti pekapeka

Ko Papatūānuku e takoto nei

Tēnei te ruruku ka ū ka tāmoua ki ngā taurira

He ruruku ki tēnei matua iwi

He ruruku ki tēnei hononga e hai!

E rongō whakairihia ki runga, ki runga hai

Turuturu o whiti whakamoua kia tina

Haumie, hui, taiki e!

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7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT

1. THE PARTIES

1.1 The Parties to this Relationship Agreement are:

- (a) [PSGE], being the post settlement governance entity for Ngāti Hāua;
- (b) [AGENCY/ENTITY].

NGĀTI HĀUA

Te Whare o Hāua

Ko Te Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 1.2 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.
- 1.3 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangi te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangi is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

- 1.4 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 1.5 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT

Te Pou Tikanga / Ngāti Hāua values

- 1.6 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
 - (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
 - (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
 - (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

[AGENCY/ENTITY] VALUES

- 1.7 [Agencies/entities may wish to insert agency/entity and/or sector values. CLO encourages agencies to include their own values to provide appropriate balance in the agreement and manage expectations of what the agency/entity will be able to do]

[AGENCY/ENTITY] ROLES AND RESPONSIBILITIES

- 1.8 [Agencies/entities to insert theirs (with lengthy material being located in appendices)]

2. BACKGROUND AND PURPOSE

- 2.1 Under the Deed of Settlement dated [X] between [PSGE] and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the wellbeing of the whānau and hapū of Ngāti Hāua.

- 2.2 The purpose of this relationship agreement is to:

- (a) acknowledge the importance of Te Pou Tikanga to Ngāti Hāua and regard Te Pou Tikanga as a basis for supporting the relationship between Ngāti Hāua and the Crown;
- (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting [AGENCY/ENTITY] with Ngāti Hāua;

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7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT

- (c) facilitate revitalisation of Ngāti Hāua through support in the development and implementation of the Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework.

2.3 To this end, the Parties agree:

- (a) the success of their relationship depends on developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Pou Tikanga and Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) therefore, in good faith, to give life to Te Pou Tikanga as set out in this agreement' and
- (c) to uphold the spirit of Te Tiriti o Waitangi/Treaty of Waitangi.

3. RELATIONSHIP PRINCIPLES

3.1 The Parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) upholding the spirit of Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (c) working together in co-operation and collaboration, including acting in good faith, fairly, reasonably and with integrity, honesty, and accountability;
- (d) working with a 'no surprises' approach by ensuring early engagement on issues of known mutual interest;
- (e) acknowledging that the relationship is flexible and evolving;
- (f) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise;
- (g) respecting the independence of the Parties and their individual roles and responsibilities;
- (h) give effect to the principles of Māori data governance and Ngāti Hāua rights and interests in mātauranga Māori and data;
- (i) ensuring accountability for agreed decisions and actions through monitoring and review.

4. NGĀTI HĀUA ASPIRATIONS FOR THE RELATIONSHIP WITH [AGENCY/ENTITY]

4.1 Ngāti Hāua enters into this Relationship Agreement with Ministry of Business, Innovation & Employment with the following aspirations:

- (a) To uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;

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7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT

- (b) To ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to revitalisation of Ngāti Hāua;
 - (c) Recognition of Te Pou Tikanga as the basis for resetting the relationship between Ngāti Hāua and the Crown;
 - (d) To support development and implementation of a social transformation strategy for Ngāti Hāua and its communities guided by He Piko O Rauru (Māui) framework.
- 4.2 He Piko O Rauru (Māui) Framework (Appendix B) is structured around Te Pou Tikanga and articulates social revitalisation outcomes: Ngā Whaingā (vitality outcomes) and Huangā (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together outcomes and indicators set out strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people. He Piko O Rauru (Māui) Framework will guide development of Ngāti Hāua social transformation strategy.
- 4.3 Ngāti Hāua intend that the work programmes that arise from the Relationship Agreement will contribute to realising [following] He Piko O Rauru (Māui) Ngā Whaingā (vitality outcomes):
- (a) **Whānau proud and strengthened by being Ngāti Hāua:** Ngāti Hāua whānui are proud of, connected to, and engaged in, being Ngāti Hāua;
 - (b) **Supporting marae, uri and hapū growth:** Supporting marae, uri and hapū as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations;
 - (c) **Building understanding and creating opportunities:** Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing;
 - (d) **Whānau participation:** Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities;
 - (e) **The mouri of Ngāti Hāua lands, rivers, lakes, forests and mountains is protected:** Whānau are nourished by the environment culturally and physically; and
 - (f) **Improved whānau wealth and capacity:** Providing the means to achieve the inter-generational tribal vision and uri who are active local and global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability.

5. ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme within [AGENCY/ENTITY] responsibilities will have a direct impact on Ngāti Hāua.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual strategic relationship hui** as set out in clauses [5.4 to 5.10]

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7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT

(b) progress work on agreed mutual priorities through **operational level engagement** as set out in clauses [5.11 to 5.12]

(c) collaborate and develop a **work plan** as set out in clauses [5.15 to 5.18]

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

ANNUAL STRATEGIC RELATIONSHIP HUI

5.4 The Parties agree that a [senior] representative of the Governance Entity and [AGENCY/ENTITY] will participate in an annual relationship meeting;

5.5 [AGENCY/ENTITY] representative at the annual relationship meeting will be a member of [AGENCY/ENTITY] Leadership Team, who is delegated to make decisions upon [AGENCY/ENTITY] behalf.

5.6 Before each relationship meeting held in accordance with clause [5.4], representatives of the Governance Entity and [AGENCY/ENTITY] will agree to administrative arrangements for the meeting including the agenda.

5.7 Agenda items should include:

(a) the annual workplan for [AGENCY/ENTITY], including any legislative or policy developments of interest to or affecting the interests represented by the Governance Entity;

(b) considering ways to provide for decision making opportunities for Ngāti Hāua;

(c) discuss and agree priority initiatives or areas of collaboration that will strengthen the health of the relationship between Parties and support work on mutual priorities;

(d) review of any work plan developed under clause [5.14] informed by the assessment of He Piko O Rauru (Māui) indicators;

(e) share available information about procurement opportunities within the Ngāti Hāua rohe;

(f) any other matters of mutual interest; and

(g) next steps, including any further meeting dates required to review aspects of [AGENCY/ENTITY] work programme or any new policies or processes that may be of interest to the Governance Entity.

5.8 [where relevant] Clause [X] of the Deed of Settlement provides for a one-off post-settlement Ministerial meeting to discuss the Ngāti Hāua social transformation strategy with [Minister]. The Parties consider that annual strategic relationship hui would appropriately assist and inform the meeting planning. Therefore, the agenda for the annual strategic relationship hui preceding the meeting with [Minister] may include an item on Ngāti Hāua meeting with [Minister].

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

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7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT

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

5.11 The Parties may mutually agree not to hold annual relationship meetings.

OPERATIONAL LEVEL ENGAGEMENT

5.12 The Parties agree that ongoing engagement is needed to operationalise the work plan developed as set out in clauses [5.1 to 5.3].

5.13 Operational level engagement will involve:

- (a) coordinating the organisation of the annual strategic relationship hui;
- (b) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
- (c) mitigating issues and risks;
- (d) explore further opportunities for collaborateion as they arise;
- (e) working with Governance Entity to identify matters that are subject to engagement; and
- (f) monitoring progress against the He Piko O Rauru (Māui) Tohutohu (indicators).

WORK PLAN

5.14 As a result of the annual relationship meetings, held in accordance with clause [5.4], and as part of other relationship meetings held in accordance with clause [x], the Parties shall develop a work plan. [Parties to negotiate frequency and/or process eg not less than every two years...]

5.15 The Parties may be interested to include, but are not limited to, the following projects and topics in the work plan:

- (a) considering ways to provide for decision making opportunities for Ngāti Hāua;
- (b) supporting development and implementation of Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework, including through provision of data and resource capability such as secondments;
- (c) considering opportunities to collaborate on issues and initiatives of mutual priority;
- (d) sharing information which is of mutual benefit,
- (e) creating opportunities for increased learning and capacity building;
- (f) setting out a timetable and milestones for delivering on any agreed commitments;
- (g) confirming the responsibilities for the Parties to meet any agreed commitments; and

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7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT

- (h) setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of He Piko O Rauru (Māui) Tohutohu (indicators).
- 5.16 When developing work plans under this agreement, [AGENCY/ENTITY] may invite any other party to be involved in discussions about the work plan. [AGENCY/ENTITY] will engage with the [Governance Entity] before issuing any such invitation.
- 5.17 Work plans will be mutually agreed by the [Governance Entity] and [AGENCY/ENTITY] will reflect the priorities, resources and the specific functions and duties of the Parties.
- 5.18 The Parties have agreed the following topics are priority for initial discussions, and may result in an initial work plan:
 - (a) Tourism within Ngāti Hāua rohe;
 - (b) Ngāti Hāua economic development;
 - (c) Ngāti Hāua financial literacy;
 - (d) Marae energy resilience.
- 5.19 Monitoring of He Piko O Rauru Tohutohu (indicators) will inform development and review of the work plan.

6. COLLABORATIVE AGENCY FORUM

- 6.1 The Collaborative Agency Forum is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work on cross-cutting issues collaboratively where it is mutually beneficial to do so, on matters of common interest within the rohe of Ngāti Hāua.
- 6.2 [Where the priorities (“Collective Priorities”) of the Governance Entity, Ministry of Business, Innovation & Employment and any one or more other Crown agencies (the “Collective Agencies”) referred to in clause [9.7] of the Deed of Settlement dated [X] between Ngāti Hāua and the Crown (the “Deed of Settlement”) align, Ministry of Business, Innovation & Employment will, where it is mutually beneficial to do so, seek to work together with the Governance Entity and the relevant Collective Agencies on the Collective Priorities.
- 6.3 Ministry of Business, Innovation & Employment acknowledges that discussion regarding Collective Priorities will occur at the annual relationship meetings and:
 - (a) may include development of a collective work plan; and
 - (b) will be subject to the resourcing work programmes and priorities of the Governance Entity, Ministry of Business, Innovation & Employment and the relevant Collective Agencies.
- 6.4 Ministry of Business, Innovation & Employment acknowledges that, with the agreement of the Governance Entity, Ministry of Social Development and the relevant Collective Agencies, other Crown agencies, interest groups and organisations may participate in the engagement with the Collective Priorities contemplated by clause [6.2].

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- 6.5 Ministry of Business, Innovation & Employment acknowledges that [Ministry of Housing and Urban Development – Te Tuāpapa Kura Kāinga] will convene and facilitate the first annual relationship meeting between the Governance Entity, Ministry of Business, Innovation & Employment and the Collective Agencies and will identify any agenda items that could involve collective engagement as contemplated by clause [6.2.]
- 6.6 [Alternative drafting for agencies not proposed to be a part of the Cross Agency Forum Collective Agreement] The Agency will participate in the activities of the Collaborative Agency Forum when it is in the mutual interests of [AGENCY/ENTITY] and the Governance Entity to do so.

7. INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 7.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and [AGENCY/ENTITY] will use their best endeavours to share information in relation to, but not limited to:
- (a) information related to services funded by [AGENCY/ENTITY] within the Ngāti Hāua [area of interest/relationship];
 - (b) aggregated and anonymised data about people who are clients of [AGENCY/ENTITY] who either identify as a descendant of [Ngāti Hāua] or who reside in the [Ngāti Hāua] area of [interest/relationship/settlement redress];
 - (c) employment and labour market intelligence (including any potential opportunities for joint initiatives); and
 - (d) data on He Piko O Rauru (Māui) outcomes and indicators in the Ngāti Hāua area of [interest/relationship/settlement redress].

8. COMMUNICATION

- 8.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause [5] of this agreement;
 - (b) information sharing in accordance with clause [7];
 - (c) maintaining information on the Parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at [AGENCY/ENTITY] for the Governance Entity who will act as a liaison person with other [AGENCY/ENTITY] staff;
 - (e) providing reasonable opportunities for the Governance Entity to meet with senior staff of [AGENCY/ENTITY] to discuss and (if possible) resolve any issues that may arise;

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- (f) informing relevant [AGENCY/ENTITY] staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
- (h) agreeing a timeframe for the Governance Entity to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the agreement; and
- (j) reporting back to the Governance Entity on any decision that is made that relates to the agreement.

9. CONTACTS

9.1 The contact person for [AGENCY/ENTITY] for all matters relating to this Relationship Agreement is:

- (a) [position within AGENCY/ENTITY], [relevant region], [postal address]; and
- (b) [[senior] lead position within AGENCY/ENTITY or equivalent], [relevant region], [postal address].

9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the [Chief Executive] of the Governance Entity.

9.3 The contact persons named in clauses [9.1(a)], [9.1(b)] and [9.2] may change from time to time and [AGENCY/ENTITY] and the Governance Entity agree to update each other as and when this occurs.

10. OFFICIAL INFORMATION

10.1 [AGENCY/ENTITY] is subject to the requirements of the Official Information Act 1982 (“OIA”).

10.2 [AGENCY/ENTITY] may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

10.3 [AGENCY/ENTITY] will where possible notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to [AGENCY/ENTITY] in a timely fashion, so that [AGENCY/ENTITY] is able to meet the statutory timeframes for responding to the relevant request for information.

11. RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

11.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.

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7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT

- 11.2 In accordance with the principles described in clause [3], nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 11.3 The commitments of [AGENCY/ENTITY] under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of [AGENCY/ENTITY] and of the government of the day.
- 11.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.
- 11.5 For the avoidance of doubt, this relationship agreement is not legally binding on parties to this relationship agreement and will not commit or restrain any legal rights or obligations or functions, duties and powers of Ministers, Chief Executives, Boards of Crown Entities and officials, nor will it be contrary to public finance policy.

12. SPECIAL CONDITIONS

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

13. REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 13.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause [13.2] and may sign a variation to this Relationship Agreement which will take effect [upon signing]. The Parties may agree in writing to review or vary the provisions of this agreement.

14. DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in connection with this agreement, a meeting will be convened between the [Governance Entity] and [AGENCY/ENTITY] within [two weeks] of dispute arising (or as otherwise agreed by the Parties). At the meeting every effort will be made in good faith to resolve matters directly with each other and within a reasonable timeframe and to endeavour to find a resolution to the matter (This initial stage may involve more than one meeting).
- 14.2 Where the dispute has not been resolved within [one month] (or as otherwise agreed by the Parties) through a meeting under [clause 14.1] then a party may seek the dispute to be referred to mediation as follows:
- (a) the party seeking the dispute to be referred to mediation must provide written notice outlining the reasons for seeking mediation to the other party or parties.

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- (b) the Parties will seek to agree upon a mediator and, failing agreement within [15 working days] of the date of the notice described in [clause 14.2(a)], a mediator will be appointed by the Tumuaki of Te Hunga Rōia Māori o Aotearoa. If, for any reason, this is not possible, a mediator will be appointed by President of the New Zealand Law Society. The mediator will be:
 - (i) familiar with tikanga based dispute resolution; and
 - (ii) independent of the dispute.
- (c) the mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.

14.3 Unless otherwise agreed, where a mediator is appointed through the process described in [clause 14.2(b)], the costs of the mediation will be met jointly by the Parties.

15. DEFINITIONS

- “**the Area**” means the Ngāti Hāua Area of Interest as defined at Appendix A
- “**Settlement Date**” has the same meaning as in the Deed of Settlement.

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7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION AND EMPLOYMENT

SIGNED for and on behalf of the)
[AGENCY/ENTITY])
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of **[GOVERNANCE ENTITY]**)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

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**7.7: TE WHENU O TE HĪKINA WHAKATUTUKI – THE STRAND OF BUSINESS, INNOVATION
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APPENDIX A – [NGĀTI HĀUA AREA OF INTEREST]

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APPENDIX B – HE PIKO O RAURU (MĀUI) FRAMEWORK

POU#	Ngāti-Hāuatanga#	Riri-Kore#	Rangitengaue#	Rongo-Niue#	Kokako#	Tapaka#
Values#	Kia-toitu-te-mano-whakau-na-Ngāti-Hāua.# To ensure the survival of the Ngāti-Hāua-iwi-identity#	Na-ngo-tupuna-i-houroatia-te-maru-o-te-tangata.# The length of a person's shadow is cast by their ancestry.#	Maa-te-Piharau, ano-te-Piharau-Whakatika.# Ngāti-Hāua-iwi-Solutions-for-Ngāti-Hāua-people#	Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.# What iron has destroyed, iron will again rebuild.#	Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.# The River first, the River second.#	He-huinga-wai, he-huinga-iwi.# The joining of waters, the union of people.#
Work-Programme#	Te-Mana-o-Ngāti-Hāua-# A Secure-Identity#	Hapū-Ora-# Intergenerational-sustainability & Inspirational-leadership#	Oranga-# Whānau-Wellbeing, Capacity-and-Collective-Cohesion#	Mātauranga-# Education#	To-Ao-Tūroa-# Environmental-Stewardship#	Whai-Rawa-# Economic-Prosperity#
ROK-VERIFIKA-# Viability-Outcome#	Whānau-Proud-&-Strengthened-by-being-Ngāti-Hāua.# Ngāti-Hāua-whānau-are-proud-of, connected-to,-and-engaged-in,-being-Ngāti-Hāua#	Supporting-Marae,-Uri-and-hapū-Growth.# Supporting-Marae,-Uri-and-hapū-as-they-work-towards-their-own-self-determined-pathway-and,-where-possible,-ensuring-central-services-are-devolved-to-match-these-aspirations#	Building-understanding-&-creating-opportunities.# Building-a-comprehensive-understanding-of-Ngāti-Hāua-health,-housing-and-social-well-being,-and-creating-opportunities-for-whānau.# Strengthening-community-bonds,-engagement-and-well-being.#	Whānau-Participation.# Supporting-whānau-to-participate-in-high-quality-education-and-training-from-early-childhood-through-to-tertiary-opportunities#	The-Mouri-of-Ngāti-Hāua-Lands,-Rivers,-Lakes,-Forests-&-Mountains-are-Protected.# Whānau-are-nourished-by-the-environment-culturally-&-physically#	Improved-Whānau-Wealth-&-Capacity.# Providing-the-means-to-achieve-inter-generational-tribal-vision-and-uri-who-are-active-local-&-global-citizens.# Achieve-economic-transformation-towards-a-fairer-more-sustainable-local-economy,-economic-self-sustainability#
HUANOK-Characteristic-Outcomes# Or-what-will-success-look-like#	This-will-be-achieved-by-# To-retain-and-grow-a-number-of-proficient-speakers-of-Te-Reo-o-Ngāti-Hāua.# To-preserve,-research,-create,-disseminate-and-make-accessible-Ngāti-Hāua-knowledge,-kawa-and-tikanga-to-help-our-uri-return-to-their-ūkaiaop.# Develop-leadership-capability-at-all-levels.# Organise-a-range-of-events-to-unite-our-people-and-to-maintain-relationships-with-other-iwi.# Implementing-wānanga-strategies#	This-will-be-achieved-by-# Intergenerational-planning-and-ensured-succession-planning.# All-marae-have-a-strategic-vision-and-planning.# Build-the-capability,-capacity-and-vibrancy-of-our-marae,-on-the-paepae,-financial-management.# Key-relationships-and-critical-awareness-developed-i.e.-research.# Marae-collective-for-bulk-purchasing-insurance,-maintenance-equipment-solar-power-etc.-Also-forum-for-inter-marae-relationships#	This-will-be-achieved-by-# Improve-and-ensure-access-for-whānau-to-health,-housing-and-social-well-being-services.# Improving-whānau-living-conditions-and-affordable-housing.# Ensuring-our-pepi-are-born-healthy-and-our-tamariki-are-living-in-strong-confident-and-secure-whānau-where-they-are-safe.# Kaumātua-&-Rangatahi-have-a-korowai-of-service-around-them-to-keep-the-warm-and-safe.-Ensure-our-whānau-have-the-skills-to-be-financially-secure-and-have-financial-freedom-to-support-their-options-and-choices.# Thriving-collectively-owned-enterprises,-infrastructures#	This-will-be-achieved-by-# To-support-Ngāti-Hāua-learner-success-in-two-worlds-tamariki-who-are-literate-and-learning-leaders.# To-create-and-support-Ngāti-Hāua-educational-and-training-opportunities-for-the-prosperity-of-our-people.# To-influence-learning-centres-within-our-rohe,-ensuring-quality-education-to-our-whānau-and-Invest-in-learner-success.# Pathways-to-meaningful-employment-and-iwi,-hapū-leadership.# Linking-local-education-to-local-whenua,-awa,-maunga,-history-etc#	This-will-be-achieved-by-# Ngāti-Hāua-iwi-will-assert-and-exercise-rangitiranga-and-kaitiakitanga-over-our-natural-resources.# We-protect-and-enhance-our-taonga-iho-for-future-generations.# Protection,-enhancement-and-use-of-mana,-resources-and-mātauranga-for-our-environmental-taonga.# Partnership-with-Ngā-Whenua-Rahui-for-pest-control,-biodiversity-monitoring-etc# Large-scale-re-forestation-of-marginal-farm-lands-and-riparian-zones-using-CO2-credits-scheme#	This-will-be-achieved-by-# Actively-participating-and-influencing-our-communities.# Committed-to-the-maintenance-and-development-of-the-Ngāti-Hāua-iwi-commercial-divisions.# Investments-shall-not-conflict-with-our-cultural-values.-triple-bottom-line,-define-values-and-mechanisms-to-ensure-outcomes.# Support-initiatives-to-improve-the-financial-literacy-of-our-people-and-the-financial-and-economic-capability-of-our-entities.# Strong-economic-influence,-financial-institution-PSGE#

POU#	Ngāti-Hāuatanga#	Riri-Kore#	Rangitengaue#	Rongo-Niue#	Kokako#	Tapaka#
Values#	Kia-toitu-te-mano-whakau-na-Ngāti-Hāua.# To ensure the survival of the Ngāti-Hāua-iwi-identity#	Na-ngo-tupuna-i-houroatia-te-maru-o-te-tangata.# The length of a person's shadow is cast by their ancestry.#	Maa-te-Piharau, ano-te-Piharau-Whakatika.# Ngāti-Hāua-iwi-Solutions-for-Ngāti-Hāua-people#	Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.# What iron has destroyed, iron will again rebuild.#	Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.# The River first, the River second.#	He-huinga-wai, he-huinga-iwi.# The joining of waters, the union of people.#
Work-Programme#	Te-Mana-o-Ngāti-Hāua-# A Secure-Identity#	Hapū-Ora-# Intergenerational-sustainability & Inspirational-leadership#	Oranga-# Whānau-Wellbeing, Capacity-and-Collective-Cohesion#	Mātauranga-# Education#	To-Ao-Tūroa-# Environmental-Stewardship#	Whai-Rawa-# Economic-Prosperity#
ROHITOHU-Indicators#	% Ngāti-Hāua who can hold a conversation about everyday things in te.reo.Māori# # Whānau have acquired knowledge that will better enable them to enhance their lives# % Ngāti-Hāua Adults who have attended iwi events# # more on the paepae# # survey of our people#	# of Ngāti-Hāua events held at marae# % Ngāti-Hāua iwi Adults who have been to their marae in the last 12 months.# Developed Marae/hapū strategic plans# % of supported initiatives led by hapū and their relevant trusts# # Reduced costs for insurance etc# Review of marae collective initiatives#	% Ngāti-Hāua iwi median income# # Whānau evaluations that they have been supported and have access to all health and social services# # Whānau plans where they have new aspirations and goals to improve their health and well-being.# # Number of success of collectively owned enterprises.# Improved employment and health stats#	% Ngāti-Hāua tamariki in the rohe at primary school at or above national standards for reading, writing, math# # Ngāti-Hāua iwi ECE participation rate# % Ngāti-Hāua students who gained NCEA Level 2.# # of learners i.e. those who do not participate in any Ngāti-Hāua groups at any level, to indicate the size of the pool of Ngāti-Hāua not currently being reached.# # Implementation and participation in educational schemes#	Whanganui-River-and-underground-puna-water-quality# # Total land holdings attributed to Ngāti-Hāua iwi# # Research projects led for the tracking of koura, tuna, piharau etc# Improved biodiversity, quality of water and soils.# Pest reductions, increased acreage of native forests#	Quantify targeted investment# # enrolment of Ngāti-Hāua iwi or electoral role# # Application of Ngāti-Hāua iwi tribal funds for projects and education grants# # Measurable improvements in employment, social, poverty, home ownership stats#

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**7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA
MATUA] – THE STRAND OF EDUCATION**

TE TĀTAIRANGO O TE KARAUNA KI NGĀTI HĀUA

**TE WHENU O TE TĀHUHU O TE MĀTAURANGA ME TE AMORANGI
MĀTAURANGA MATUA**

RELATIONSHIP AGREEMENT

Between

NGĀTI HĀUA

and

[TE WHIRINGA KĀKAHO O NGĀTI HĀUA]

and

**Te Tāhuhu o te Mātauranga - the Ministry of Education
[and the Tertiary Education Commission - Te Amorangi Mātauranga Matua]**

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TIMATATANGA

Ruruku te rangi

Tēnei te rangi ka ū ka mau

Ko te ruruku i rukutia ai

Ko Ranginui e tū nei

Tēnei te ruruku ka ū ka mau

Ko te ruruku o tēnei whenua

I rukutia kutikuti pekapeka

Ko Papatūānuku e takoto nei

Tēnei te ruruku ka ū ka tāmoua ki ngā tauira

He ruruku ki tēnei matua iwi

He ruruku ki tēnei hononga e hai!

E rongō whakairihia ki runga, ki runga hai

Turuturu o whiti whakamoua kia tina

Haumie, hui, taiki e!

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7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA MATUA] – THE STRAND OF EDUCATION

1. THE PARTIES

1.1 The Parties to this Relationship Agreement are:

- (a) [PSGE], being the post settlement governance entity for Ngāti Hāua;
- (b) Te Tāhuhu o te Mātauranga - the Ministry of Education (MOE); [and
- (c) the Tertiary Education Commission - Te Amorangi Mātauranga Matua (TEC).]

NGĀTI HĀUA

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

1.2 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.

1.3 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangi te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangi is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

1.4 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.

1.5 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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Te Pou Tikanga / Ngāti Hāua values

- 1.6 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
 - (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
 - (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
 - (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

2. BACKGROUND AND PURPOSE

2.1 Under the Deed of Settlement dated [X] between [PSGE] and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the wellbeing of the whānau and hapū of Ngāti Hāua.

2.2 The purpose of this relationship agreement is to:

- (a) acknowledge the importance of Te Pou Tikanga to Ngāti Hāua as a basis for supporting the relationship between Ngāti Hāua and the Crown;
- (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting MOE [and TEC] with Ngāti Hāua;
- (c) facilitate revitalisation of Ngāti Hāua through support in the development and implementation of the Ngāti Hāua social transformation strategy (or any successor strategy) and guided by He Piko O Rauru (Māui) framework (or any successor framework).

2.3 To this end, the Parties agree:

- (a) their relationship would benefit from developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Pou Tikanga and Te Tiriti o Waitangi/Treaty of Waitangi;

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- (b) therefore, in good faith, to work together in good faith to see opportunities give life to Te Pou Tikanga as set out in this agreement; and
- (c) to uphold the spirit of Te Tiriti o Waitangi/Treaty of Waitangi.

3. RELATIONSHIP PRINCIPLES

3.1 The Parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) upholding the spirit of Te Tiriti o Waitangi;
- (b) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise;
- (c) working together in co-operation and collaboration, including acting in good faith, fairly, reasonably and with integrity, honesty, transparency and accountability;
- (d) working with a ‘no surprises’ approach;
- (e) acknowledging that the relationship is flexible and evolving;
- (f) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise;
- (g) respecting the independence of the Parties and their individual roles and responsibilities;
- (h) taking into account the principles of Māori data sovereignty and Ngāti Hāua rights and interests in mātauranga Māori and data;
- (i) ensuring accountability for agreed decisions and actions through monitoring and review.

4. NGĀTI HĀUA ASPIRATIONS FOR THE RELATIONSHIP WITH MOE [and TEC]

4.1 Ngāti Hāua enters into this Relationship Agreement with the MOE [and TEC] with the following aspirations:

- (a) To uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
- (b) To ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to revitalisation of Ngāti Hāua;
- (c) Recognition of Te Pou Tikanga as the basis for resetting the relationship between Ngāti Hāua and the Crown;
- (d) To support development and implementation of a social transformation strategy for Ngāti Hāua and its communities guided by He Piko O Rauru (Māui) framework.

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- 4.2 He Piko O Rauru (Māui) Framework (Appendix B) is structured around Te Pou Tikanga and articulates social revitalisation outcomes: Ngā Whaingā (vitality outcomes) and Huangā (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together outcomes and indicators set out strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people. He Piko O Rauru (Māui) Framework will guide development of Ngāti Hāua social transformation strategy.
- 4.3 Ngāti Hāua intend that the work programmes that arise from the Relationship Agreement will contribute to realising [following] He Piko O Rauru (Māui) Ngā Whaingā (vitality outcomes):
- (a) **Whānau proud and strengthened by being Ngāti Hāua:** Ngāti Hāua whānui are proud of, connected to, and engaged in, being Ngāti Hāua;
 - (b) **Supporting marae, uri and hapū growth:** Supporting marae, uri and hapū as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations;
 - (c) **Building understanding and creating opportunities:** Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing;
 - (d) **Whānau participation:** Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities;
 - (e) **The mouri of Ngāti Hāua lands, rivers, lakes, forests and mountains is protected:** Whānau are nourished by the environment culturally and physically; and
 - (f) **Improved whānau wealth and capacity:** Providing the means to achieve the inter-generational tribal vision and uri who are active local and global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability.

5. ENGAGEMENT

- 5.1 The Parties will work together in good faith to identify where a policy or programme within MOE [and TEC] responsibilities will have a direct impact on Ngāti Hāua within its area of interest.
- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual relationship hui** as set out in clauses [5.4 to 5.11]
 - (b) progress work on agreed mutual priorities through **operational level engagement** as set out in clauses [5.12 to 5.13]
 - (c) collaborate and develop a **work plan** as set out in clauses [5.13 to 5.18]
- 5.3 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

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ANNUAL RELATIONSHIP HUI

- 5.4 The Parties agree that a senior representative of the Governance Entity and the MOE [and TEC] will participate in an annual relationship meeting;
- 5.5 The MOE [and TEC] representative at the annual relationship meeting will be a member of the MOE [and TEC] Leadership Team, who is delegated to make decisions upon the MOE [and TEC] behalf.
- 5.6 Before each relationship meeting held in accordance with clause [5.4], representatives of the Governance Entity and MOE [and TEC] will agree to administrative arrangements for the meeting including the agenda.
- 5.7 Agenda items should include:
- (a) the annual workplan for the MOE [and TEC], including any legislative or policy developments known to be of interest to the Governance Entity in relation to the area of interest, or likely to affect the ability of any of the parties to deliver on any work plan commitments or any other agreements reached between the parties.
 - (b) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (c) discussing and agreeing priority initiatives or areas of collaboration that will strengthen the health of the relationship between Parties and support work on mutual priorities;
 - (d) reviewing of any work plan developed under clause [5.13] informed by the assessment of He Piko O Rauru (Māui) indicators;
 - (e) any other matters of mutual interest; and
 - (f) next steps, including any further meeting dates required to review aspects of the MOE [and TEC] work programme or any new policies or processes that may be of interest to the Governance Entity.
- 5.8 Clause [X] of the Deed of Settlement provides for a one-off post-settlement Ministerial meeting to discuss the Ngāti Hāua social transformation strategy with the Minister of Education. The Parties consider that annual strategic relationship hui would appropriately assist and inform the meeting planning. Therefore, the agenda for the annual strategic relationship hui preceding the meeting with the Minister of Education may include an item on Ngāti Hāua meeting with the Minister of Education.
- 5.9 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 5.10 The first relationship meeting will take place within [three] months of a written request by the Governance Entity.
- 5.11 The Parties may, mutually agree not to hold annual relationship meetings in some years.

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7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA MATUA] – THE STRAND OF EDUCATION

OPERATIONAL LEVEL ENGAGEMENT

- 5.12 The Parties agree that ongoing engagement may be needed to operationalise the work plan developed as set out in clauses [5.1 to 5.3] and will meet as required to deliver on action items and timeframes set out in the work plan..

WORK PLAN

- 5.13 As a result of discussions held at the annual relationship meetings, held in accordance with clause [5.4], and at other relationship meetings held in accordance with clause [x], the Parties [may] develop a work plan. [Parties to negotiate frequency and/or process eg not less than every two years.]
- 5.14 The work plan will be a living document that will be updated in response to work completed and changes or new opportunities in the education environment.
- 5.15 The Parties may agree to include, but are not limited to, the following projects and topics in the work plan:
- (a) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (b) supporting development and implementation of Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework, including through provision of data and resource capability;
 - (c) collaborating on issues and initiatives of mutual priority;
 - (d) sharing information which is of mutual benefit;
 - (e) creating opportunities for increased learning and capacity building;
 - (f) setting out a timetable and milestones for delivering on any agreed commitments;
 - (g) confirming the responsibilities for the Parties to meet any agreed commitments; and
 - (h) setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of He Piko O Rauru (Māui) Tohutohu (indicators).
- 5.16 When developing work plans under this agreement, the MOE [and TEC] may invite any other party to be involved in discussions about the work plan. The MOE [and TEC] will engage with the [Governance Entity] before issuing any such invitation.
- 5.17 Work plans will be developed by mutual agreement between the Parties and will reflect the priorities, resources and the specific functions and duties of the Parties.
- 5.18 The following are Ngāti Hāua's priorities for discussion and potential inclusion in the initial work plan:
- (a) maintaining and enhancing the Trade School in Taumarunui, particularly in relation to finding/retaining/training staff;

DOCUMENTS

7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA MATUA] – THE STRAND OF EDUCATION

- (b) implementation of Ngāti Hāua education strategy, *Te Ara Pikinga o Ngāti Hāua*, including development of materials and tools about Ngāti Hāua and matauranga Hāua;
 - (c) developing initiatives that provide recruitment support:
 - (i) at any stage of life from rangatahi to kaumātua;
 - (ii) focus on upskilling for a particular role; and
 - (iii) align with sector development opportunities through commercial and community partnerships.
 - (d) Recruitment and training of Kaiako/teachers in the Ngāti Hāua rohe who are knowledgeable and fluent in Ngāti Hāua mita and tikanga;
 - (e) Development of teaching and curriculum resources for kura Kaupapa, primary schools and high schools within the Ngāti Hāua rohe that provide greater understanding of Ngāti Hāua history;
 - (f) Development of careers pathways and learning support and skill acquisition for employment;
 - (g) Consider opportunities for development of an innovation and training hub in Taumarunui.
- 5.19 Monitoring of He Piko O Rauru Tohotohu (indicators) will inform development and review of the work plan.

6. COLLABORATIVE AGENCY FORUM

- 6.1 The Collaborative Agency Forum is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work on cross-cutting issues or matters of common interest within the rohe of Ngāti Hāua collaboratively where it is mutually beneficial to do so.
- 6.2 [Where the priorities (“Collective Priorities”) of the Governance Entity, MOE [and TEC] and any one or more other Crown agencies (the “Collective Agencies”) referred to in clause [9.7] of the Deed of Settlement dated [X] between Ngāti Hāua and the Crown (the “Deed of Settlement”) align, MOE [and TEC] will, where it is mutually beneficial to do so, seek to work together with the Governance Entity and the relevant Collective Agencies on the Collective Priorities.
- 6.3 Discussion regarding Collective Priorities will occur at the annual relationship meetings and:
- (a) may result in the development of a collective work plan where the Parties agree to do so; and
 - (b) will be subject to the capability, resources, mandated work programme and/or priorities of MOE, [TEC] and the other Collective Agencies and of the government of the day; and

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7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA MATUA] – THE STRAND OF EDUCATION

- (c) will be subject to the capability, resources and priorities of the Governance Entity.
- 6.4 MOE [and TEC] acknowledge that, with the agreement of the Governance Entity, MOE [and TEC] and the relevant Collective Agencies, other Crown agencies, interest groups and organisations may participate in the engagement with the Collective Priorities contemplated by clause [6.2].
- 6.5 MOE [and TEC] acknowledge that [Ministry of Housing and Urban Development – Te Tuāpapa Kura Kāinga] will convene and facilitate the first annual relationship meeting between the Governance Entity, MOE [and TEC] and the Collective Agencies and will identify any agenda items that could involve collective engagement as contemplated by clause [6.2].]

7. INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, and will explore the co-design of data initiatives for shared outcome priorities.
- 7.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and the MOE [and TEC] will use their best endeavours to share information in relation to, but not limited to:
 - (a) information related to services funded by the MOE [and TEC] within the Ngāti Hāua area of interest;
 - (b) aggregated and anonymised data about people in the education system who either identify as a descendant of Ngāti Hāua or who reside in the Ngāti Hāua area of interest;
 - (c) data relevant to He Piko O Rauru (Māui) outcomes and indicators in the Ngāti Hāua area of interest.

8. COMMUNICATION

- 8.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
 - (a) engaging in accordance with clause [5] of this agreement;
 - (b) information sharing in accordance with clause [7];
 - (c) maintaining information on the Parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at the MOE [and at TEC] for the Governance Entity who will act as a liaison person with other MOE [and TEC] staff;
 - (e) providing reasonable opportunities for the Governance Entity to meet with senior staff of the MOE [and TEC] to discuss and (if possible) resolve any issues that may arise;

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7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA MATUA] – THE STRAND OF EDUCATION

- (f) informing relevant MOE [and TEC] staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
- (g) where possible, consulting as soon as reasonably practicable following the identification of matters known to be of interest to the Governance Entity in relation to the area of interest, or likely to affect the ability of any of the Parties to be able to deliver on any work plan commitments or other agreements;
- (h) where possible, agreeing a timeframe for the Governance Entity to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
- (i) approaching the relationship with an open mind and, where possible considering any views and/or concerns that the Governance Entity may have in relation to any matters that are subject to the agreement; and
- (j) reporting back to the Governance Entity on any decision that is made that relates to the agreement.

9. CONTACTS

MOE

9.1 The contact people for all matters relating to this Relationship Agreement are:

- (a) for MOE, the Director of Education, Waikato; and
- (b) for TEC, the Kaiwhakahaere Whakahoatanga Pakihi for the governance entity, the [Chief Executive] of the Governance Entity.

9.2 The contact persons named in clauses [9.1(a)] and [9.1(b)] may change from time to time and the MOE [and TEC] and the Governance Entity agree to update each other as and when this occurs.

10. OFFICIAL INFORMATION

10.1 The MOE [and TEC] are subject to the requirements of the Official Information Act 1982 (“OIA”).

10.2 The MOE [and TEC] may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

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

11. RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

11.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.

DOCUMENTS

7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA MATUA] – THE STRAND OF EDUCATION

- 11.2 In accordance with the principles described in clause [3], nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.
- 11.3 The commitments of the MOE [and TEC] under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the MOE [and TEC] and of the government of the day.
- 11.4 The commitments of the Governance Entity under this Relationship Agreement are limited to the extent that they are within its capability, resources and/or priorities.
- 11.5 For the avoidance of doubt, this relationship agreement is not legally binding on parties to this relationship agreement and will not commit or restrain any legal rights or obligations or functions, duties and powers of Ministers, Chief Executives, Boards of Crown Entities and officials, nor will it be contrary to public finance policy.

12. SPECIAL CONDITIONS

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

13. REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 13.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause [13.2] and may sign a variation to this Relationship Agreement which will take effect at a time mutually agreed. The Parties may agree in writing to review or vary the provisions of this agreement.

14. DISPUTE RESOLUTION PROCESS

- 14.1 If a dispute arises in relation to this Relationship Agreement that cannot be resolved by the contact persons at clause [x], it shall be escalated to their respective managers to resolve. If the manager is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the Parties.

15. DEFINITIONS

“the Area” means the Ngāti Hāua Area of Interest as defined at Appendix A

“Settlement Date” has the same meaning as in the Deed of Settlement.

DOCUMENTS

**7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA
MATUA] – THE STRAND OF EDUCATION**

SIGNED for and on behalf of the)

MOE by the Secretary for Education and the)
Chief Executive of the Ministry of Education)

in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA MATUA] – THE STRAND OF EDUCATION

[**SIGNED** for and on behalf of the **TEC**)
in the presence of:)
)
)

Signature of Witness

Witness Name

Occupation

Address]

SIGNED by for and on behalf of the trustees of
[GOVERNANCE ENTITY])
by the Chair, in the presence of:)
)
)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

**7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA
MATUA] – THE STRAND OF EDUCATION**

APPENDIX A – [NGĀTI HĀUA AREA OF INTEREST]

DOCUMENTS

7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA MATUA] – THE STRAND OF EDUCATION

APPENDIX B – HE PIKO O RAURU (MĀUI) FRAMEWORK

POU#	Ngāti-Hāuatangat	Riri-Koret	Rangitengaue#	Rongo-Niue#	Kokakot	Tapakait
Values#	<i>Kia-toitu-te-mana-whakau-na-Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua-iwi-identity.	<i>Na-nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa-te-Piharau, anoo-te-Piharue-Whakatika.</i> Ngāti-Hāua-iwi-Solutions for Ngāti-Hāua-people.	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What-iron-has-destroyed, iron-will-again-rebuild.	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The-River-first, the-River-second.	<i>He-huinga-wai, he-huinga-iwi.</i> The-joining-of-waters, the-union-of-people.
Work-Programmet	Te-Mana-o-Ngāti-Hāua-# A-Secure-Identity#	Hapū-Ora-# Intergenerational-sustainability-&-inspirational-leadership#	Oranga-# Whānau-Wellbeing, Capacity-and-Collective-Cohesion#	Mātauranga-# Education#	Te-Ao-Tūroa-# Environmental-Stewardship#	Whai-Rawa-# Economic-Prosperity#
Ngā-Māiwhinga-# Viability-Outcomes#	Whānau-Proud-&-Strengthened-by-being-Ngāti-Hāua-# Ngāti-Hāua-whānau-are-proud-of, connected-to, and-engaged-in, being-Ngāti-Hāua#	Supporting-Marae, Uri-and-hapū-Growth-# Supporting-Marae, Uri-and-hapū-as-they-work-towards-their-own-self-determined-pathway-and, where-possible, ensuring-central-services-are-devolved-to-match-these-aspirations#	Building-understanding-&-creating-opportunities-# Building-a-comprehensive-understanding-of-Ngāti-Hāua-health, housing-and-social-wellbeing-and-creating-opportunities-for-whānau. Strengthening-community-bonds, engagement-and-wellbeing-#	Whānau-Participation-# Supporting-whānau-to-participate-in-high-quality-education-and-training-from-early-childhood-through-to-tertiary-opportunities#	The-Mouri-of-Ngāti-Hāua-Lands, Rivers, Lakes, Forests-&Mountains-are-Protected-# Whānau-are-nourished-by-the-environment-culturally-&-physically#	Improved-Whānau-Wealth-&-Capacity-# Providing-the-means-to-achieve-inter-generational-tribal-vision-and-uri-who-are-active-local-&-global-citizens-# Achieve-economic-transformation-towards-a-fairer-more-sustainable-local-economy, economic-self-sustainability-#
Hāua-Characteristics-Outcomes-# Or-What-will-success-look-like#	This-will-be-achieved-by-# To-retain-and-grow-a-number-of-proficient-speakers-of-Te-Reo-o-Ngāti-Hāua-# To-preserve, research, create, disseminate-and-make-accessible-Ngāti-Hāua-knowledge, kawa-and-tikanga-to-help-our-uri-return-to-their-ūkaiaop-# Develop-leadership-capability-at-all-levels-# Organise-a-range-of-events-to-unite-our-people-and-to-maintain-relationships-with-other-iwi-# Implementing-wānanga-strategy#	This-will-be-achieved-by-# Intergenerational-planning-and-intergenerational-transmission-is-ensured-succession-planning-# All-marae-have-a-strategic-vision-and-planning-# Build-the-capability, capacity-and-vibrancy-of-our-marae, on-the-paepae, financial-management-# Key-relationships-and-critical-awareness-developed-i.e.-research-# Marae-collective-for-bulk-purchasing-insurance, maintenance-equipment-solar-power-etc. Also-forum-for-inter-marae-relationships-#	This-will-be-achieved-by-# Improve-and-ensure-access-for-whānau-to-health, housing-and-social-well-being-services-# Improving-whānau-living-conditions-and-affordable-housing-# Ensuring-our-pepi-are-born-healthy-and-our-tamariki-are-living-in-strong-confident-and-secure-whānau-where-they-are-safe-# Kaumātua-&-Rangatahi-have-a-korowai-of-service-around-them-to-keep-the-warm-and-safe-# Ensure-our-whānau-have-the-skills-to-be-financially-secure-and-have-financial-freedom-to-support-their-options-and-choices-# Thriving-collectively-owned-enterprises, infrastructure#	This-will-be-achieved-by-# To-support-Ngāti-Hāua-learner-success-in-two-worlds-tamariki-who-are-literate-and-learning-leaders-# To-create-and-support-Ngāti-Hāua-educational-and-training-opportunities-for-the-prosperity-of-our-people-# To-influence-learning-centres-within-our-rohe, ensuring-quality-education-to-our-whānau-and-invest-in-learner-success-# Pathways-to-meaningful-employment-and-iwi, hapū-leadership-# Linking-local-education-to-local-whenua, awa, maunga, history-etc#	This-will-be-achieved-by-# Ngāti-Hāua-iwi-will-assert-and-exercise-rangatiratanga-and-kaitiakitanga-over-our-natural-resources-# We-protect-and-enhance-our-taonga-iho-for-future-generations-# Protection, enhancement-and-use-of-mana, resources-and-mātauranga-for-our-environment-taonga-# Partnership-with-Ngā-Whenua-Rahui-for-pest-control, biodiversity-monitoring-etc-# Large-scale-re-forestation-of-marginal-farm-lands-and-riparian-zones-using-CO2-credits-scheme#	This-will-be-achieved-by-# Actively-participating-and-influencing-our-communities-# Committed-to-the-maintenance-and-development-of-the-Ngāti-Hāua-iwi-commercial-divisions-# Investments-shall-not-conflict-with-our-cultural-values-triple-bottom-line, define-values-and-mechanisms-to-ensure-outcomes-# Support-initiatives-to-improve-the-financial-literacy-of-our-people-and-the-financial-and-economic-capability-of-our-entities-# Strong-economic-influence, financial-institution-PSGE#

POU#	Ngāti-Hāuatangat	Riri-Koret	Rangitengaue#	Rongo-Niue#	Kokakot	Tapakait
Values#	<i>Kia-toitu-te-mana-whakau-na-Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua-iwi-identity.	<i>Na-nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa-te-Piharau, anoo-te-Piharue-Whakatika.</i> Ngāti-Hāua-iwi-Solutions for Ngāti-Hāua-people.	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What-iron-has-destroyed, iron-will-again-rebuild.	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The-River-first, the-River-second.	<i>He-huinga-wai, he-huinga-iwi.</i> The-joining-of-waters, the-union-of-people.
Work-Programmet	Te-Mana-o-Ngāti-Hāua-# A-Secure-Identity#	Hapū-Ora-# Intergenerational-sustainability-&-inspirational-leadership#	Oranga-# Whānau-Wellbeing, Capacity-and-Collective-Cohesion#	Mātauranga-# Education#	Te-Ao-Tūroa-# Environmental-Stewardship#	Whai-Rawa-# Economic-Prosperity#
FOHUTOHU-Indicators#	% Ngāti-Hāua who can hold a conversation about everyday things in te-reo-Māori# # Whānau have acquired knowledge that will better enable them to enhance their lives# % Ngāti-Hāua-Adults-who-have-attended-iwi-events# % more-on-the-paepae# # survey-of-our-people-#	# of Ngāti-Hāua events held at marae# % Ngāti-Hāua-iwi-Adults-who-have-been-to-their-marae-in-the-last-12-months-# Developed-Marae/hapū-strategic-plans# % of supported initiatives led by hapū-and-their-relevant-trusts# # Reduced-costs-for-insurance-etc-# Review-of-marae-collective-initiatives#	% Ngāti-Hāua-iwi-median-income# # Whānau-evaluations-that-they-have-been-supported-and-have-access-to-all-health-and-social-services# # Whānau-plans-where-they-have-new-aspirations-and-goals-to-improve-their-health-and-well-being-# # Number-of-success-of-collectively-owned-enterprises-# Improved-employment-and-health-stats#	% Ngāti-Hāua-tamariki-in-the-rohe-at-primary-school-at-or-above-national-standards-for-reading, writing, math# # Ngāti-Hāua-iwi-ECE-participation-rate# % Ngāti-Hāua-students-who-gained-NCEA-Level-2-# # of-learners-i.e.-those-who-do-not-participate-in-any-Ngāti-Hāua-groups-at-any-level, to-indicate-the-size-of-the-pool-of-Ngāti-Hāua-not-currently-being-reached-# # Implementation-and-participation-in-educational-schemes#	Whanganui-River-and-underground-puna-water-quality-# # Total-land-holdings-attributed-to-Ngāti-Hāua-iwi-# # Research-projects-led-for-the-tracking-of-koura, tuna, piharua-etc-# Improved-biodiversity, quality-of-water-and-soils-# Pest-reductions, increased-acreage-of-native-forests#	Quantify-targeted-investment-# # enrolment-of-Ngāti-Hāua-iwi-on-electoral-role-# # Application-of-Ngāti-Hāua-iwi-to-tribal-funds-for-projects-and-education-grants-# Measurable-improvements-in-employment, social-poverty, home-ownership-stats#

DOCUMENTS

**7.8: TE WHENU O TE TĀHUHU O TE MĀTAURANGA [ME TE AMORANGI MĀTAURANGA
MATUA] – THE STRAND OF EDUCATION**

APPENDIX – THE ROLE OF THE MOE [and TEC]

[Placeholder if needed]

DOCUMENTS

**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA
ME NGĀ PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE**

DOCUMENTS

**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE**

**TE TĀTAIRANGO O TE KARAUNA KI NGĀTI HĀUA
TE WHENU O TE TĀHŪ O TE TURE ME NGĀ PIRIHIMANA O AOTEAROA ME ARA
POUTAMA AOTEAROA**

[RELATIONSHIP AGREEMENT]

Between

NGĀTI HĀUA

and

[TE WHIRINGA KĀKAHO O NGĀTI HĀUA]

and

**MINISTRY OF JUSTICE, NEW ZEALAND POLICE AND THE DEPARTMENT OF
CORRECTIONS**

DOCUMENTS

**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE**

TIMATATANGA

Ruruku te rangi

Tēnei te rangi ka ū ka mou

Ko te ruruku i rukutia ai

Ko Ranginui e tū nei

Tēnei te ruruku ka ū ka mou

Ko te ruruku o tēnei whenua

I rukutia kutikuti pekapeka

Ko Papatūānuku e takoto nei

Tēnei te ruruku ka ū ka tāmoua ki ngā tauira

He ruruku ki tēnei matua iwi

He ruruku ki tēnei hononga e hai!

E rongō whakairihia ki runga, ki runga hai

Turuturu o whiti whakamoua kia tina

Haumie, hui, taiki e!

DOCUMENTS

7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE

1. THE PARTIES

1.1 The Parties to this Relationship Agreement are:

- (a) [PSGE], being the post settlement governance entity for Ngāti Hāua;
- (b) The Ministry of Justice, New Zealand Police and the Department of Corrections (Combined Justice Sector Agencies).

NGĀTI HĀUA

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 1.2 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.
- 1.3 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiatea, Tahiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

- 1.4 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 1.5 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE**

Te Pou Tikanga / Ngāti Hāua values

- 1.6 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
 - (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
 - (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
 - (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

COMBINED JUSTICE SECTOR AGENCIES ROLES AND RESPONSIBILITIES

- 1.7 The mission of the Combined Justice Sector Agencies, in the specific context of this Relationship Agreement, is to progress the hauoratanga, or social well-being, of Ngāti Hāua whānau and to make communities within the Ngāti Hāua Area of Interest safer and stronger.
- 1.8 The Combined Justice Sector Agencies relationship with Ngāti Hāua is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through the Ngāti Hāua Area of Interest.

2. BACKGROUND AND PURPOSE

- 2.1 Under the Deed of Settlement dated [X] between [PSGE] and the Crown (the “Deed of Settlement”), the Parties agreed to develop an agreement to facilitate improvements to the wellbeing of the whānau and hapū of Ngāti Hāua.
- 2.2 The purpose of this relationship agreement is to:
- (a) acknowledge the importance of Te Pou Tikanga to Ngāti Hāua and regard Te Pou Tikanga as a basis for supporting the relationship between Ngāti Hāua and the Crown;
 - (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting Combined Justice Sector Agencies with Ngāti Hāua;

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**7.9: TE WHENU O TE TĀHŪ O TE TŪRE, ARA POUTAMA AOTEAROA ME NGĀ
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- (c) facilitate revitalisation of Ngāti Hāua through support in the development and implementation of the Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework.

2.3 To this end, the Parties agree:

- (a) the success of their relationship depends on developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Pou Tikanga and Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) therefore, in good faith, to give life to Te Pou Tikanga as set out in this agreement; and
- (c) to uphold the spirit of Te Tiriti o Waitangi/Treaty of Waitangi.

3. RELATIONSHIP PRINCIPLES

3.1 The Parties also agree that their engagement will also demonstrate the following relationship principles:

- (a) upholding the spirit of engagement and working together in good faith under Te Tiriti/Treaty of Waitangi;
- (b) recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (c) working together in co-operation and collaboration, including acting in good faith, fairly, reasonably and with integrity, honesty, transparency and accountability;
- (d) working with a ‘no surprises’ approach by ensuring early engagement on issues of known mutual interest;
- (e) acknowledging that the relationship is flexible and evolving;
- (f) addressing issues in a timely manner and discuss disagreements openly, directly, and confidently when they arise;
- (g) respecting the independence of the Parties and their individual roles and responsibilities;
- (h) working together to understand the principles of Māori Data Sovereignty, and the interests Ngāti Hāua has in mātauranga Māori and data;
- (i) ensuring accountability for agreed decisions and actions through monitoring and review.

**4. NGĀTI HĀUA ASPIRATIONS FOR THE RELATIONSHIP WITH COMBINED JUSTICE
SECTOR AGENCIES**

4.1 Ngāti Hāua enters into this Relationship Agreement with Combined Justice Sector Agencies following aspirations:

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7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE

- (a) To uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
- (b) To ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to revitalisation of Ngāti Hāua;
- (c) Recognition of Te Pou Tikanga as basis for resetting the relationship between Ngāti Hāua and the Crown;
- (d) To support development and implementation of the social transformation strategy guided by He Piko O Rauru (Māui) framework.

4.2 He Piko O Rauru (Māui) Framework (Appendix B) is structured around Te Pou Tikanga and articulates social revitalisation outcomes: Ngā Whaingā (vitality outcomes) and Huangā (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together outcomes and indicators set out strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people. He Piko O Rauru (Māui) Framework will guide development of Ngāti Hāua social transformation strategy.

4.3 Ngāti Hāua intend that the work programmes that arise from the Relationship Agreement will contribute to realising [following] He Piko O Rauru (Māui) Ngā Whaingā (vitality outcomes):

- (a) **Whānau proud and strengthened by being Ngāti Hāua:** Ngāti Hāua whānau are proud of, connected to, and engaged in, being Ngāti Hāua;
- (b) **Supporting marae, uri and hapū growth:** Supporting marae, uri and hapū as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations;
- (c) **Building understanding and creating opportunities:** Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing;
- (d) **Whānau participation:** Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities;
- (e) **The mouri of Ngāti Hāua lands, rivers, lakes, forests and mountains is protected:** Whānau are nourished by the environment culturally and physically; and
- (f) **Improved whānau wealth and capacity:** Providing the means to achieve the inter-generational tribal vision and uri who are active local and global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability.

5. ENGAGEMENT

5.1 The Parties will work together in good faith to identify where a policy or programme within Combined Justice Sector Agencies responsibilities will have a direct impact on Ngāti Hāua.

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**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
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- 5.2 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an **annual strategic relationship hui** as set out in clauses [5.4 to 5.10]
 - (b) progress work on agreed mutual priorities through **operational level engagement** as set out in clauses [5.11 to 5.12]
 - (c) collaborate and develop a **work plan** as set out in clauses [5.13 to 5.17]
- 5.3 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

ANNUAL STRATEGIC RELATIONSHIP HUI

- 5.4 The Parties agree that a [senior] representative of the Governance Entity and the Combined Justice Sector Agencies will participate in an annual relationship meeting;
- 5.5 Representatives of the Combined Justice Sector Agencies at the annual relationship meeting will be members of Leadership Teams, who are delegated to make decisions upon the respective Justice Sector Agency's behalf.
- 5.6 Before each relationship meeting held in accordance with clause [5.4], representatives of the Governance Entity and the Combined Justice Sector Agencies will agree to administrative arrangements for the meeting including the agenda.
- 5.7 Agenda items should include:
- (a) the annual workplan for the Combined Justice Sector Agencies, including any legislative or policy developments of interest to or affecting the interests represented by the Governance Entity;
 - (b) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (c) discuss and agree priority initiatives or areas of collaboration that will strengthen the health of the relationship between Parties and support work on mutual priorities;
 - (d) review of any work plan developed under clause [5.13] informed by the assessment of He Piko O Rauru (Māui) indicators;
 - (e) [review] of [upcoming contract opportunities] where delivery of goods or services are in the Ngāti Hāua area of interest (Attachment A):
 - (i) with the intention of growing the share of those contracts being delivered by locally owned businesses; and
 - (ii) to identify commercial opportunities for Ngāti Hāua businesses.;
 - (f) any other matters of mutual interest; and
 - (g) next steps, including any further meeting dates required to review aspects of the Combined Justice Sector Agencies work programme or any new policies or processes that may be of interest to the Governance Entity.

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**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE**

- 5.8 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 5.9 The first relationship meeting will take place within [three] months of a written request by the Governance Entity.
- 5.10 The Parties may mutually agree not to hold annual relationship meetings.

OPERATIONAL LEVEL ENGAGEMENT

- 5.11 The Parties agree that ongoing engagement is needed to operationalise the work plan developed as set out in clauses [5.1 to 5.3].
- 5.12 Operational level engagement will involve:
- (a) coordinating the organisation of the annual strategic relationship hui;
 - (b) facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
 - (c) mitigating issues and risks to the implementation of the work plan and any actions arising from the annual strategic relationship hui;
 - (d) explore further opportunities for collaboration as they arise;
 - (e) working with Governance Entity to identify matters that the Parties should have engagement on (within the scope of the Agreement).; and
 - (f) monitoring progress against the He Piko O Rauru (Māui) Tohutohu (indicators).

WORK PLAN

- 5.13 As a result of the annual relationship meetings, held in accordance with clause [5.4], and as part of other relationship meetings held in accordance with clause [x], the Parties [shall/may] develop a work plan. [Parties to negotiate frequency and/or process eg not less than every two years...]
- 5.14 The Parties may be interested to include, but are not limited to, the following projects and topics in the work plan:
- (a) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (b) supporting development and implementation of Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework, including through exploring the provision of data and resource capability such as secondments;
 - (c) considering opportunities to collaborate on issues and initiatives of mutual priority;
 - (d) in accordance with clauses 7, 11 and 12 of this Agreement, to share information with one another which is of mutual benefit;
 - (e) creating opportunities for increased learning and capacity building;
 - (f) setting out a timetable and milestones for delivering on any agreed commitments;

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**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
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- (g) confirming the responsibilities for the Parties to meet any agreed commitments; and
 - (h) setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of He Piko O Rauru (Māui) Tohutohu (indicators).
- 5.15 When developing work plans under this agreement, the Combined Justice Sector Agencies may invite any other party to be involved in discussions about the work plan. The Combined Justice Sector Agencies will engage with the [Governance Entity] before issuing any such invitation.
- 5.16 Work plans will be mutually agreed by the [Governance Entity] and the Combined Justice Sector Agencies and will reflect the priorities, resources and the specific functions and duties of the Parties.
- 5.17 Monitoring of He Piko O Rauru Tohutohu (indicators) will inform development and review of the work plan.

6. COLLABORATIVE AGENCY FORUM

- 6.1 The Collaborative Agency Forum is a mechanism that enables Crown agencies, the Governance Entity, and other local interest groups and organisations to come together to work on cross-cutting issues collaboratively where it is mutually beneficial to do so, on matters of common interest within the Area of Interest of Ngāti Hāua.
- 6.2 [Where the priorities (“Collective Priorities”) of the Governance Entity, Combined Justice Sector Agencies and any one or more other Crown agencies (the “Collective Agencies”) referred to in clause [9.7] of the Deed of Settlement dated [X] between Ngāti Hāua and the Crown (the “Deed of Settlement”) align, Combined Justice Sector Agencies will, where it is mutually beneficial to do so, seek to work together with the Governance Entity and the relevant Collective Agencies on the Collective Priorities.
- 6.3 Combined Justice Sector Agencies acknowledges that discussion regarding Collective Priorities will occur at the annual relationship meetings and:
- (a) may include development of a collective work plan; and
 - (b) will be subject to the resourcing work programmes and priorities of the Governance Entity, Combined Justice Sector Agencies and the relevant Collective Agencies.
- 6.4 Combined Justice Sector Agencies acknowledges that, with the agreement of the Governance Entity, Combined Justice Sector Agencies and the relevant Collective Agencies, other Crown agencies, interest groups and organisations may participate in the engagement with the Collective Priorities contemplated by clause [6.2].
- 6.5 Combined Justice Sector Agencies acknowledges that [Ministry of Housing and Urban Development – Te Tuāpapa Kura Kāinga] will convene and facilitate the first annual relationship meeting between the Governance Entity, Combined Justice Sector Agencies and the Collective Agencies and will identify any agenda items that could involve collective engagement as contemplated by clause [6.2].]

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**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE**

7. INFORMATION SHARING

- 7.1 The Parties recognise the mutual benefit of information exchange.
- 7.2 The Parties will use their best endeavours to share information in relation to, but not limited to,¹ entities being funded within the Ngāti Hāua Area of Interest and statistics and other data of relevance to Ngāti Hāua. Any information that is shared is subject to applicable privacy laws and other legal restrictions.

8. COMMUNICATION

- 8.1 The Parties will seek to establish and maintain effective and efficient communication with each other on a continuing basis through:
- (a) engaging in accordance with clause [5] of this agreement;
 - (b) information sharing in accordance with clause [7];
 - (c) maintaining information on the Parties' office holders, their addresses and contact details;
 - (d) providing a primary contact from each of the Combined Justice Sector Agencies for the Governance Entity who will act as a liaison person with that agency's staff;
 - (e) providing reasonable opportunities for the Governance Entity to meet with senior staff of the Combined Justice Sector Agencies to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Combined Justice Sector Agencies staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement;
 - (h) agreeing a timeframe for the Governance Entity to make informed comments and/or submissions in relation to any of the matters that are subject of the engagement;
 - (i) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the agreement; and
 - (j) reporting back to the Governance Entity on any decision that is made that relates to the agreement.

9. CONTACTS

- 9.1 The contact person for each of the Combined Justice Sector Agencies for all matters relating to this Relationship Agreement is:
- (a) [position within AGENCY/ENTITY], [relevant region], [postal address]; and

¹ Including providing data on He Piko o Rauru

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(b) [[senior] lead position within AGENCY/ENTITY or equivalent], [relevant region], [postal address].

9.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the [Chief Executive] of the Governance Entity.

9.3 The contact persons named in clauses [9.1(a)], [9.1(b)] and [9.2] may change from time to time and the Combined Justice Sector Agencies and the Governance Entity agree to update each other as and when this occurs.

10. OFFICIAL INFORMATION

10.1 The Combined Justice Sector Agencies are subject to the requirements of the Official Information Act 1982 (“OIA”).

10.2 The Combined Justice Sector Agencies may be required in accordance with the OIA or other legal duties or conventions from time to time to disclose information that it holds relating to this Relationship Agreement (e.g. meeting minutes or correspondence).

10.3 The Combined Justice Sector Agencies will where possible notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the Combined Justice Sector Agencies in a timely fashion, so that the Combined Justice Sector Agencies are able to meet the statutory timeframes for responding to the relevant request for information.

11. RELATIONSHIP WITH OTHER INTERESTS AND OBLIGATIONS

11.1 Nothing in this Relationship Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with the Governance Entity.

11.2 In accordance with the principles described in clause [3], nothing in this Relationship Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Relationship Agreement.

11.3 The commitments of the Combined Justice Sector Agencies under this Relationship Agreement are limited to the extent that they are within the capability, resources, mandated work programme and/or priorities of the Combined Justice Sector Agencies and of the government of the day.

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

11.5 For the avoidance of doubt, this Relationship Agreement is not legally binding on parties to this relationship agreement and will not commit or restrain any legal rights or obligations or functions, duties and powers of Ministers, Chief Executives, Boards of Crown Entities and officials, nor will it be contrary to public finance policy.

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**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE**

12. SPECIAL CONDITIONS

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

13. REVIEW AND AMENDMENT

- 13.1 The Parties may agree to review the operation of this Relationship Agreement from time to time.
- 13.2 This review will take place at a meeting of the Parties, to ensure that the principles and commitments entered into in the Relationship Agreement remain relevant and continue to capture the purpose of the Relationship Agreement.
- 13.3 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause [13.2] and may sign a variation to this Relationship Agreement which will take effect [upon signing]. The Parties may agree in writing to review or vary the provisions of this agreement.

14. DISPUTE RESOLUTION PROCESS

- 14.1 Any issues or concerns arising out of this Agreement shall be resolved through tikanga based kanoahi ki te kanoahi discussion with one of the identified contacts (clause 9) in the first instance. If issues escalate, the parties commit to a process that respects the Principles of this Agreement. This may include a Rangatira ki te Rangatira hui.

15. DEFINITIONS

“the Area” means the Ngāti Hāua Area of Interest as defined at Appendix A

“Settlement Date” has the same meaning as in the Deed of Settlement.

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7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE

SIGNED for and on behalf of the)
[AGENCY/ENTITY])
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of [GOVERNANCE ENTITY])
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE**

APPENDIX A – [NGĀTI HĀUA AREA OF INTEREST]

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7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE

APPENDIX B – HE PIKO O RAURU (MĀUI) FRAMEWORK

POU#	Ngāti-Hāuatanga	Riri-Korei	Rangitengaue	Rongo-Niue	Kokakoi	Tapakai
Values#	<i>Kia-toitu-te-mana-whakau-na-Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua iwi identity.	<i>Na-nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa-te-Piharau, anoo-te-Piharau-e-Whakatika.</i> Ngāti-Hāua iwi Solutions for Ngāti-Hāua peoples	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What iron has destroyed, iron will again rebuild.	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The River first, the River second.	<i>He-huinga-wai, he-huinga-iwi.</i> The joining of waters, the union of people.
Work-Programme#	Te-Mana-o-Ngāti-Hāua – A Secure Identity	Hapū-Ora – Intergenerational sustainability & inspirational leadership	Oranga – Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga – Education	Te-Ao-Tūroa – Environmental Stewardship	Whai-Rawa – Economic Prosperity
NGĀ-Whānau-Whānau-Whānau – Vitality-Outcomes	Whānau-Proud & Strengthened-by-being-Ngāti-Hāua. Ngāti-Hāua-whānau-are-proud-of, connected-to, and-engaged-in, being-Ngāti-Hāua.	Supporting-Marae, Uri-and-hapū-Growth. Supporting Marae, Uri and hapu as they work towards their own self-determined pathway and, where possible, ensuring central services are devolved to match these aspirations.	Building-understanding-&-creating-opportunities. Building a comprehensive understanding of Ngāti-Hāua health, housing and social-wellbeing, and creating opportunities for whānau. Strengthening community-bonds, engagement and well-being.	Whānau-Participation. Supporting whānau to participate in high-quality education and training from early childhood through to tertiary opportunities.	The-Mouri-of-Ngāti-Hāua-Lands, Rivers, Lakes, Forests & Mountains-are-Protected. Whānau are nourished by the environment culturally & physically.	Improved-Whānau-Wealth-&-Capacity. Providing the means to achieve inter-generational tribal vision and uri who are active local & global citizens. Achieve economic transformation towards a fairer, more sustainable local economy, economic self-sustainability.
Whānau-Characteristics-Outcomes – Or-What-will-success-look-like?	This-will-be-achieved-by: To retain and grow a number of proficient speakers of Te Reo o Ngāti-Hāua. To preserve, research, create, disseminate and make accessible Ngāti-Hāua knowledge, kawa and tikanga to help our uri return to their ūkaiaapo. Develop leadership capability at all levels. Organise a range of events to unite our people and to maintain relationships with other iwi. Implementing wānanga strategy.	This-will-be-achieved-by: Intergenerational planning and intergenerational transmission is ensured-succession planning. All marae have a strategic vision and planning. Build the capability, capacity and vibrancy of our marae, on the paepae, financial management. Key relationships and critical awareness developed i.e. research. Marae collective for bulk purchasing insurance, maintenance equipment solar-power etc. Also forum for inter-marae relationships.	This-will-be-achieved-by: Improve and ensure access for whānau to health, housing and social well-being services. Improving whānau living conditions and affordable housing. Ensuring our pepi are born healthy and our tamariki are living in strong confident and secure whānau where they are safe. Kaumātua & Rangatahi have a korowai of service around them to keep the warm and safe. Ensure our whānau have the skills to be financially secure and have financial freedom to support their options and choices. Thriving collectively owned enterprises, infrastructures.	This-will-be-achieved-by: To support Ngāti-Hāua learner success in two worlds-tamariki who are literate and learning leaders. To create and support Ngāti-Hāua educational and training opportunities for the prosperity of our people. To influence learning centres within our rohe, ensuring quality education to our whānau and Invest in learner success. Pathways to meaningful employment and iwi, hapū leadership. Linking local education to local whenua, awa, maunga, history etc.	This-will-be-achieved-by: Ngāti-Hāua iwi will assert and exercise rangatiranga and kaitiakitanga over our natural resources. We protect and enhance our taonga iho for future generations. Protection, enhancement and use of mana, resources and mātauranga for our environmental taonga. Partnership with Ngā Whenua Rahui for pest control, biodiversity monitoring etc. Large scale re-forestation of marginal farm lands and riparian zones using CO2 credits scheme.	This-will-be-achieved-by: Actively participating and influencing our communities. Committed to the maintenance and development of the Ngāti-Hāua iwi commercial divisions. Investments shall not conflict with our cultural values, triple bottom line, define values and mechanisms to ensure outcomes. Support initiatives to improve the financial literacy of our people and the financial and economic capability of our entities. Strong economic influence, financial institution-PSG.

POU#	Ngāti-Hāuatanga	Riri-Korei	Rangitengaue	Rongo-Niue	Kokakoi	Tapakai
Values#	<i>Kia-toitu-te-mana-whakau-na-Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua iwi identity.	<i>Na-nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa-te-Piharau, anoo-te-Piharau-e-Whakatika.</i> Ngāti-Hāua iwi Solutions for Ngāti-Hāua peoples	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What iron has destroyed, iron will again rebuild.	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The River first, the River second.	<i>He-huinga-wai, he-huinga-iwi.</i> The joining of waters, the union of people.
Work-Programme#	Te-Mana-o-Ngāti-Hāua – A Secure Identity	Hapū-Ora – Intergenerational sustainability & inspirational leadership	Oranga – Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga – Education	Te-Ao-Tūroa – Environmental Stewardship	Whai-Rawa – Economic Prosperity
TOKUTUHU-Indicators	% Ngāti-Hāua who can hold a conversation about everyday things in te reo Māori. # Whānau have acquired knowledge that will better enable them to enhance their lives. % Ngāti-Hāua Adults who have attended iwi events. % more on the paepae. # survey of our people.	# of Ngāti-Hāua events held at marae. % Ngāti-Hāua iwi Adults who have been to their marae in the last 12 months. Developed Marae/hapū strategic plans. % of supported initiatives led by hapū and their relevant trusts. # Reduced costs for insurance etc. Review of marae collective initiatives.	% Ngāti-Hāua iwi median income. # Whānau evaluations that they have been supported and have access to all health and social services. # Whānau plans where they have new aspirations and goals to improve their health and well-being. # Number of success of collectively owned enterprises. Improved employment and health stats.	% Ngāti-Hāua tamariki in the rohe at primary school at or above national standards for reading, writing, math. # Ngāti-Hāua iwi ECE participation rate. % Ngāti-Hāua students who gained NCEA Level 2. # of learners i.e. those who do not participate in any Ngāti-Hāua groups at any level, to indicate the size of the pool of Ngāti-Hāua not currently being reached. # Implementation and participation in educational schemes.	Whanganui River and underground-puna water quality. # Total land holdings attributed to Ngāti-Hāua iwi. # Research projects led for the tracking of koura, tuna, piharau etc. Improved biodiversity, quality of water and soils. Pest reductions, increased acreage of native forests.	Quantify targeted investment. % enrolment of Ngāti-Hāua iwi on electoral role. # Application of Ngāti-Hāua iwi tribal funds for projects and education grants. # Measurable improvements in employment, social, poverty, home ownership stats.

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**7.9: TE WHENU O TE TĀHŪ O TE TURE, ARA POUTAMA AOTEAROA ME NGĀ
PIRIHIMANA O AOTEAROA – THE STRAND OF JUSTICE**

APPENDIX C – THE ROLE OF THE [AGENCY/ENTITY]

- (a) **Whakamana** - is a process of mutual respect and understanding. A whakamana process will help the Ministry engage well with Māori communities, with the intent of these engagements based on positive impact and high trust.
- (b) **Toka tū** - means to be solid in our foundations and to maintain the integrity of the Ministry. Toka Tū can also refer to the integrity or bond of our word, internally and externally.
- (c) **Ākina** - literally means encouragement. The concept of ākina is about doing what needs to be done without praise or the need to be recognised. It is also about service and doing the jobs that no one wants to do.
- (d) **Eke Panuku** - literally means to successfully overcome. It is about going above and beyond, pursuing excellence in all that we do for the people that we engage with and serve.

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**7.10: TE WHENU O TE TATAURANGA AOTEAROA
– THE STRAND OF STATISTICS**

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7.10: TE WHENU O TE TATAURANGA AOTEAROA – THE STRAND OF STATISTICS

**TE TĀTAIRANGO O TE KARAUNA KI NGĀTI HĀUA
TE WHENU O TATAURANGA AOTEAROA
RELATIONSHIP AGREEMENT**

Mō (Between): Statistics New Zealand

Me (And): Te Whiringa Kākaho O Ngāti Hāua, being the post settlement governance entity for Ngāti Hāua.

1. TE KAUPAPA MATUA – PURPOSE

1.1 This Agreement acknowledges the intentions of Statistics New Zealand (**Stats NZ**) to establish an enduring, Te Tiriti-derived relationship with Te Whiringa Kākaho O Ngāti Hāua, to facilitate improvements to the wellbeing of the whānau and hapū of Ngāti Hāua.

1.2 The purpose of this relationship agreement is to:

- (a) acknowledge the importance of Te Pou Tikanga to Ngāti Hāua and regard Te Pou Tikanga as a basis for supporting the relationship between Ngāti Hāua and the Crown;
- (b) establish a framework to enable the Parties to develop and maintain a positive and enduring values-based working relationship connecting Stats NZ with Ngāti Hāua;
- (c) contribute to revitalisation of Ngāti Hāua through the support and development of Ngāti Hāua data capability. This aims to ensure that the development and implementation of the Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework is based on robust data and research evidence, enabling a clear and evidence-based approach.

1.3 To this end, the Parties agree:

- (a) the success of their relationship depends on developing a values-based relationship of mutual understanding and respect, informed and underpinned by Te Pou Tikanga and Te Tiriti o Waitangi/Treaty of Waitangi;
- (b) therefore, in good faith, to give life to Te Pou Tikanga as set out in this agreement; and
- (c) to uphold the spirit of Te Tiriti o Waitangi/Treaty of Waitangi.

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2. KO WAI – PARTIES

NGĀTI HĀUA

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 2.1 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.
- 2.2 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangi te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangi is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

- 2.3 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 2.4 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

Te Pou Tikanga / Ngāti Hāua values

- 2.5 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.

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- (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
- (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
- (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
- (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
- (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
- (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

STATS NZ

- 2.6 Stats NZ as a core part of the Crown, plays a key role in exemplifying the Tiriti partnership and strives to give effect to the Crown’s relationship to Ngāti Hāua.
- 2.7 Stats NZ has an organisation-wide, strategic priority to build enduring relationships and supporting the infrastructure, capabilities and resources required to work with Māori data appropriately as part of our core business.
- 2.8 A commitment to better understand the landscape of Māori data needs and aspirations has transformed Stats NZ’s engagement approach from transactional and extractive, to values and relationship based.
- 2.9 Recognising the unique relationship Ngāti Hāua have with the Crown, Stats NZ aims to demonstrate its commitment to Tiriti-centric outcomes as a core business mechanism supporting the delivery of data success for all people of Aotearoa.

3. TE WHAKAPAPA – BACKGROUND

- 3.1 In a world of evidence-based policies and data-driven decision-making, data is an essential tool. Data has immense potential to empower communities, particularly iwi, to clearly articulate their realities and secure pathways for future development. Data can also determine the success of development pathways and provide the basis for communicating outcomes.
- 3.2 To Māori, data is whakapapa which is intrinsic to their being. However, data collected and used by the Crown does not necessarily constitute an accurate representation of the many facets that make up the lived experiences of iwi and Māori.
- 3.3 The COVID-19 Pandemic highlighted the inequities iwi face with data, these inequities include access, capacity, and ability to collect data, and capability to analyse and use data in a way that is beneficial and directional. Fundamental to addressing these issues are inclusive relationships with iwi and hapū that focus on equitable investment and support in the development of Māori data capability and capacity.

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4. NGĀ WHĀINGA - GOALS

- 4.1 Ngāti Hāua enters into this Relationship Agreement with Stats NZ with the following aspirations:
- (a) To uphold Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
 - (b) To ensure the exercise of rangatiratanga and that decision-making about Ngāti Hāua rests with Ngāti Hāua as it is foundational to the revitalisation of Ngāti Hāua;
 - (c) Recognition of Te Pou Tikanga as the basis for resetting the relationship between Ngāti Hāua and the Crown;
 - (d) To support development and implementation of a social transformation strategy for Ngāti Hāua and its communities guided by He Piko O Rauru (Māui) framework.
- 4.2 He Piko O Rauru (Māui) Framework (Appendix B) is structured around Te Pou Tikanga and articulates social revitalisation outcomes: Ngā Whainga (vitality outcomes) and Huanga (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together outcomes and indicators set out strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people. He Piko O Rauru (Māui) Framework will guide development of Ngāti Hāua social transformation strategy.
- 4.3 Ngāti Hāua intend that the work programmes that arise from the Relationship Agreement will contribute to realising the following He Piko O Rauru (Māui) Ngā Whainga (vitality outcomes):
- (a) **Whānau proud and strengthened by being Ngāti Hāua:** Ngāti Hāua whānau are proud of, connected to, and engaged in, being Ngāti Hāua;
 - (b) **Supporting marae, uri and hapū growth:** Supporting marae, uri and hapū as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations;
 - (c) **Building understanding and creating opportunities:** Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing;
 - (d) **Whānau participation:** Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities;
 - (e) **The mouri of Ngāti Hāua lands, rivers, lakes, forests and mountains is protected:** Whānau are nourished by the environment culturally and physically; and
 - (f) **Improved whānau wealth and capacity:** Providing the means to achieve the inter-generational tribal vision and uri who are active local and global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability.

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- 4.4 Ngāti Hāua prioritise their investment in building the capability and capacity of their people. The opportunity to work together with Stats NZ as the governments statistical agency provides Ngāti Hāua with an access point to data for and about their people and place. This supports their desire to increase their capability and capacity, and to take a data driven approach to both development of the social transformation strategy and ongoing monitoring and evaluation of progress towards He Piko O Rauru (Māui) Ngā Whaingā (vitality outcomes).
- 4.5 By building relationships and supporting iwi in their data capability building and development, Stats NZ also improves the Government’s understanding of iwi data needs and ensure iwi, hapū, and Māori views and experiences influence changes to the design of data and the data system.

5. NĀ TOU ROUROU, NĀ TAKU ROUROU KA ORA AI TE IWI

- 5.1 This Agreement acknowledges the strengths each party brings to the relationship. In particular, Stats NZ acknowledges:
- (a) The Crown’s apology and duty to work with Te Whiringa Kākaho O Ngāti Hāua as the Treaty partner for Ngāti Hāua;
 - (b) The depth and wealth of Ngāti Hāua hold in terms of their spiritual, social, and economic understanding of their people.
 - (c) The unique data needs and aspirations of Ngāti Hāua and the tikanga that they apply as stewards of their data and mātauranga; and,
 - (d) Its obligations under Te Tiriti o Waitangi/Treaty of Waitangi to restore, enhance, and sustain the relationship between the Crown and Ngāti Hāua.
- 5.2 Whilst Ngāti Hāua acknowledges:
- (a) Stats NZ and their system leadership role, strategic knowledge, and data and statistics expertise;
 - (b) Stats NZ’s commitment, as Aotearoa’s premier data collector and producer of statistics and outputs, to work across the public sector data system to improve access to data and increase opportunities for iwi, hapū, whānau and representative Māori organisations to engage and have input into decisions on future system and data design; and
 - (c) Stats NZ’s system view as a basis to identify and support future data capability development opportunities and pathways for and with other iwi.

6. UARATANGA – RELATIONSHIP PRINCIPLES

- 6.1 The Parties wish to work openly and in good faith, using processes that enhance and promote the mana and integrity of each party. The Parties will honour the following principles in their conduct:
- (a) **Toitū Te Tiriti:** Uphold the spirit of Te Tiriti o Waitangi/Treaty of Waitangi;
 - (b) **Whanaungatanga:** strong transparent relationships through respect, integrity, empathy, commitment to the initial Purpose (outlined above) and further

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developing the relationship between the Parties, including where possible working with a ‘no surprises’ approach by ensuring early engagement on issues of known mutual interest and addressing issues in a timely manner, discussing disagreements openly, directly, and confidently when they arise.

- (c) **Kotahitanga:** A culture of moving together with solidarity towards a common purpose, including by sharing their visions for success, knowledge, and expertise.
- (d) **Kaitiakitanga:** A shared culture of respect, guardianship, care, and protection for data as a highly valued and strategic resource. Recognising that for Māori, Māori data is a taonga, and that Ngāti Hāua are kaitiaki and maintain mana motuhake of their taonga.
- (e) **Whakawhāiti:** Inclusiveness, acknowledging the respective value and roles of all parties.
- (f) **Mahi Ngātahi:** Recognising and acknowledging the benefits of working together and allowing flexibility to include other agencies in work programmes by mutual agreement.
- (g) **Rangatiratanga Raraunga:** Take into account the perspectives of Ngāti Hāua on their principles, rights and interests in relation to mātauranga Māori and data governance.
- (h) **Arotake:** Ensuring accountability for agreed decisions and actions through monitoring and review.

7. NGĀ HUA O TE HONONGA – AGREED DELIVERABLES

- 7.1 Stats NZ understand the development of the people of Ngāti Hāua particularly in the areas of evidence-based development and implementation of a Ngāti Hāua social transformation strategy for Te Whiringa Kākaho O Ngāti Hāua.
- 7.2 Both Parties acknowledge that local and iwi-specific data is key to progressing this work. It is therefore deemed appropriate for Stats NZ to provide skills and expertise to support Te Whiringa Kākaho O Ngāti Hāua work on the social transformation strategy.
- 7.3 In particular Stats NZ will provide:
 - (a) Support for Data work and research aimed at enabling Te Whiringa Kākaho O Ngāti Hāua to accomplish their strategic goals, with an initial focus on development of the Social Transformation Strategy guided by He Piko O Rauru (Māui), including where possible through provision of data and resources;
 - (b) Support for the foundations of a sustainable, safe, fit for purpose data management plan and strategy, including by providing relevant insight and perspective; and
 - (c) population statistics and where permitted, other relevant data and information (including data on He Piko O Rauru (Māui) outcomes and indicators in the Ngāti Hāua Area of Interest (Appendix A)).

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8. COMMUNICATION

- 8.1 Stats NZ will maintain effective and efficient communication with Te Whiringa Kākaho O Ngāti Hāua on a continuing basis through:
- (a) relationship meetings as described at clause 9;
 - (b) information sharing as described at clause 10;
 - (c) maintaining information on Te Whiringa Kākaho O Ngāti Hāua's office holders, and their addresses and contact details;
 - (d) providing a primary contact at Stats NZ for Te Whiringa Kākaho O Ngāti Hāua who will act as a liaison person with other Stats NZ staff;
 - (e) providing reasonable opportunities for Te Whiringa Kākaho O Ngāti Hāua to meet with relevant staff to discuss and (if possible) resolve any issues that may arise; and informing relevant Stats NZ staff of the contents of this Relationship Agreement and their responsibilities and roles under it; and
 - (f) Stats NZ will, where possible engage in good faith with Te Whiringa Kākaho O Ngāti Hāua in good faith at the earliest opportunity when a policy or programme, under its responsibility is expected to directly impact Ngāti Hāua.

9. ENGAGEMENT

- 9.1 The Parties agree that it is important that effective mechanisms are in place for meaningful interaction, debate, and co-development. The Parties agree to co-develop and co-design future programmes of work and deliverables that support and respond to the data needs, aspirations, and overarching strategic priorities of Ngāti Hāua for both the immediate desired outcomes outlined in He Piko O Rauru and for future agreed outcomes.
- 9.2 Stats NZ shall, where appropriate, maintain the lead for monitoring, evaluation, and report back mechanisms to any relevant governing bodies, with support from Te Whiringa Kākaho O Ngāti Hāua.
- 9.3 The Parties commit to engaging with each other through the following mechanisms:
- (a) attend an annual strategic relationship hui as set out in clauses 9.5-9.11;
 - (b) progress work on agreed mutual priorities through operational level engagement as set out in clauses 9.12-9.13; and
 - (c) collaborate and develop a work plan as set out in clauses 9.14-9.18.
- 9.4 The Parties may hold meetings as required at both strategic and operational levels as mutually agreed.

ANNUAL STRATEGIC RELATIONSHIP HUI

- 9.5 The Parties agree that a senior representative of Te Whiringa Kākaho O Ngāti Hāua and Stats NZ will participate in an annual relationship meeting.

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- 9.6 The Stats NZ representative at the annual relationship meeting will be a member of the Stats NZ Leadership Team, or a representative who is delegated to make decisions upon the Stats NZ behalf.
- 9.7 Before each relationship meeting held, representatives of Te Whiringa Kākaho O Ngāti Hāua and Stats NZ will agree to administrative arrangements for the meeting including the agenda.
- 9.8 Subject to any legal restrictions agenda items may include:
- (a) sharing Stats NZ annual workplan priorities, including any work affecting the interests represented by Te Whiringa Kākaho O Ngāti Hāua;
 - (b) considering ways to provide for decision- making opportunities for Ngāti Hāua;
 - (c) discuss and agree priority initiatives or areas of collaboration that will strengthen the health of the relationship between Parties and support work on mutual priorities;
 - (d) review of any work plan developed under clauses 9.14-9.18 informed by the assessment of He Piko O Rauru (Māui) indicators;
 - (e) review of Stats NZ procurement contracts within the Ngāti Hāua rohe:
 - (i) with the intention of growing the share of those contracts being delivered by locally owned businesses; and
 - (ii) for opportunities for Ngāti Hāua businesses under the Crown’s progressive procurement policy;
 - (f) any other matters of mutual interest; and
 - (g) next steps, including any further meeting dates required to review aspects of the Stats NZ work programme or any new policies or processes that may be of interest to Te Whiringa Kākaho O Ngāti Hāua.
- 9.9 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 9.10 The first relationship meeting will take place within three months of a written request by Te Whiringa Kākaho O Ngāti Hāua.
- 9.11 The Parties may mutually agree not to hold annual relationship meetings.

OPERATIONAL LEVEL ENGAGEMENT

- 9.12 The Parties agree that ongoing engagement is needed to operationalise the work plan developed as set out in clauses 9.1 to 9.4.
- 9.13 Operational level engagement will involve:
- (a) coordinating the organisation of the annual strategic relationship hui;
 - (b) facilitating the implementation of the agreed work plan and any actions arising from the annual strategic relationship hui;

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- (c) mitigating issues and risks;
- (d) explore further opportunities for collaboration as they arise;
- (e) working with Te Whiringa Kākaho O Ngāti Hāua to identify matters that are subject to engagement; and
- (f) monitoring progress against the He Piko O Rauru (Māui) Tohutohu (indicators).

WORK PLAN

- 9.14 As a result of the annual relationship meetings held in accordance with clause 9.5, the Parties may agree to develop a work plan. Parties to negotiate frequency and/or process e.g. not less than every two years.
- 9.15 The Parties may be interested to include, but are not limited to, the following projects and topics in the work plan:
- (a) considering ways to provide for decision making opportunities for Ngāti Hāua;
 - (b) data and capability building support for development and implementation of Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework;
 - (c) considering opportunities to collaborate on issues and initiatives of mutual priority;
 - (d) sharing information which is of mutual benefit;
 - (e) creating opportunities for increased learning and capacity building;
 - (f) setting out a timetable and milestones for delivering on any agreed commitments;
 - (g) confirming the responsibilities for the Parties to meet any agreed commitments; and
 - (h) supporting the data platform enabling monitoring, reporting and reviewing of He Piko O Rauru (Māui) Tohutohu (indicators).
- 9.16 When developing work plans under this agreement, the Stats NZ may invite any other parties to be involved in discussions about the work plan. Stats NZ will engage with Te Whiringa Kākaho O Ngāti Hāua before issuing any such invitation.
- 9.17 Work plans will be mutually agreed by Te Whiringa Kākaho O Ngāti Hāua and the Stats NZ and will reflect the priorities, resources and the specific functions and duties of the Parties.
- 9.18 The Parties have agreed the topics as outlined above at clause 7 are priority for initial discussions, and may result in an initial work plan, but do not limit discussions to those topics alone (for example, topics for discussion could include: building capability through internships; recruitment opportunities; developing data sharing opportunities to support monitoring; etc.)

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10. NGĀ WHAKARITENGA O TĒNEI WHAKAAETANGA – IMPLEMENTATION OF AGREEMENT

He Whanaungatanga Whānui:

- 10.1 The Parties agree that this agreement does not create an exclusive relationship, and each party may develop other appropriate relationships. Outside of this relationship with Te Whiringa Kākaho O Ngāti Hāua any data that is exclusively the right of Te Whiringa Kākaho O Ngāti Hāua cannot be accessed without the consent of Te Whiringa Kākaho O Ngāti Hāua.

Tāngata Whakapā - Contacts:

- 10.2 The contact person for Te Whiringa Kākaho O Ngāti Hāua for all matters relating to this Relationship Agreement is the Chief Executive.
- 10.3 The contact person for Stats NZ for all matters relating to this Relationship Agreement is Mareta Savage, Pou Matua Māori Partnerships and Engagement.
- 10.4 The contact persons named in clauses 9.6, 10.2, and 10.3 may change from time to time and Stats NZ and Te Whiringa Kākaho O Ngāti Hāua agree to update each other as and when this occurs.

Pārongo – Sharing Information, Mātauranga and Intellectual Property:

- 10.5 The Parties agree that any pre-existing Mātauranga and intellectual property rights remain with the original owner.
- 10.6 The Parties further agree that all Mātauranga and any intellectual property rights that are created or established by Ngāti Hāua or any of its representatives, contractors, agents, or assignees including Stats NZ, as a result of this agreement shall be the sole intellectual property of Ngāti Hāua unless expressed otherwise in writing.
- 10.7 The Parties agree to act transparently and in good faith to honour the Mātauranga and intellectual property of each party, only sharing information to the extent deemed necessary for progression.
- 10.8 Stats NZ will notify Te Whiringa Kākaho O Ngāti Hāua and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments Te Whiringa Kākaho O Ngāti Hāua wishes to make must be provided to Stats NZ in a timely fashion, so that Stats NZ is able to meet the statutory timeframes for responding to the relevant request for information.

Arotakenga me te Panonitanga – Review and Amendments:

- 10.9 The Parties may at any time agree, in writing, to amend this agreement.
- 10.10 Parties will ensure that the principles and commitments entered into in this Relationship Agreement remain relevant and continue to capture the purpose of this Relationship Agreement.
- 10.11 The Parties will negotiate any amendments to provisions at a meeting of the Parties referred to at clause 9.5 and may sign a variation to this Relationship Agreement which

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will take effect upon signing. The Parties may agree in writing to review or vary the provisions of this agreement.

Kōrero Muna - Privacy and Confidentiality:

10.12 The Parties will:

- (a) work openly and in good faith; in particular, raising and responding to queries or concerns regarding privacy and/or confidentiality;
- (b) treat the information exchanged between the Parties with due care, respect, and diligence;
- (c) agree and note when and which information exchanged between them is confidential;
- (d) respect and comply (where reasonably possible) with requests for constraints upon the disclosure of the other party's information; and
- (e) proactively alert each other to any issues or concerns regarding privacy and confidentiality.

Disputes Resolution:

10.13 If a dispute arises in connection with this agreement, a meeting will be convened between Te Whiringa Kākaho O Ngāti Hāua and Stats NZ within four weeks of the dispute arising (or as otherwise agreed by the Parties). At the meeting every effort will be made in good faith to resolve matters directly with each other and within a reasonable timeframe and to endeavour to find a resolution to the matter. This initial stage of the process may involve more than one meeting and may take place over a period of time agreed to by the parties

10.14 In the event a problem cannot be resolved between representatives of Te Whiringa Kākaho O Ngāti Hāua and Stats NZ listed at clauses 10.2 and 10.3, it shall be escalated to the Chair of Te Whiringa Kākaho O Ngāti Hāua and Chief Executive of Stats NZ (or person of equivalent seniority) to meet to reach a common resolution.

10.15 Where the dispute has not been resolved within three months (or as otherwise agreed by the Parties) then a party may seek the dispute to be referred to mediation as follows:

- (a) the party seeking the dispute to be referred to mediation must provide written notice outlining the reasons for seeking mediation to the other party or parties.
- (b) the Parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in clause 10.15(a) a mediator will be appointed by the Tumuaki of Te Hunga Rōia Māori o Aotearoa. If, for any reason, this is not possible, a mediator will be appointed by President of the New Zealand Law Society. The mediator will be:
 - (i) familiar with tikanga based dispute resolution; and
 - (ii) independent of the dispute.
- (c) the mediator will not have the power to determine the dispute but may offer advice of a non-binding nature.

DOCUMENTS

7.10: TE WHENU O TE TATAURANGA AOTEAROA – THE STRAND OF STATISTICS

10.16 Unless otherwise agreed, where a mediator is appointed through the process described in 10.15, the costs of the mediation will be met jointly by the Parties.

11. DEFINITIONS

“Settlement Date” has the same meaning as in the Deed of Settlement.

DOCUMENTS

7.10: TE WHENU O TE TATAURANGA AOTEAROA – THE STRAND OF STATISTICS

SIGNED for and on behalf of)
STATISTICS NEW ZEALAND)
in the presence of:)
)

Signature of Witness

Witness Name

Occupation

Address

SIGNED by for and on behalf of the trustees)
of **[GOVERNANCE ENTITY]**)
by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

7.10: TE WHENU O TE TATAURANGA AOTEAROA – THE STRAND OF STATISTICS

APPENDIX A – [NGĀTI HĀUA AREA OF INTEREST]

DOCUMENTS

7.10: TE WHENU O TE TATAURANGA AOTEAROA – THE STRAND OF STATISTICS

APPENDIX B – HE PIKO O RAURU (MĀUI) FRAMEWORK

POUR	Ngāti-Hāuatanga	Riri-Korei	Rangitengaue	Rongo-Niui	Kokakoi	Tapakai
Values	<i>Kia toitu-te mana whakouu-na- Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua iwi-identity	<i>Na nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length-of-a-person's shadow-is cast-by their-ancestry.	<i>Maa-te-Piharau, ano-te-Piharau-Whakatika</i> Ngāti-Hāua-iwi-Solutions-for-Ngāti-Hāua-people	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What-iron-has destroyed, iron-will-again-rebuild	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The-River-first, the-River-second	<i>He-huinga-wai, he-huinga-iwi.</i> The-joining-of-waters, the-union-of-people.
Work-Programme	Te-Mana-o-Ngāti-Hāua- A-Secure-Identity	Hapū-Ora- Intergenerational-sustainability & inspirational-leadership	Oranga- Whānau-Wellbeing, Capacity and Collective-Cohesion	Mātauranga- Education	Te-Ao-Tūroa- Environmental-Stewardship	Whai-Rawa- Economic-Prosperity
NGĀ-WHĀNANGA- Vitality-Outcomes	Whānau-Proud & Strengthened-by-being-Ngāti-Hāua- Ngāti-Hāua whānau are proud of, connected to, and engaged in, being Ngāti-Hāua	Supporting-Marae, Uri-and-hapū-Growth- Supporting Marae, Uri and hapu-as they-work-towards-their-own-self-determined-pathway-and, where-possible, ensuring-central-services-are-devolved-to-match-these-aspirations	Building-understanding-&-creating-opportunities- Building-a-comprehensive-understanding-of-Ngāti-Hāua-health, housing-and-social-well-being, and-creating-opportunities-for-whānau- Strengthening-community-bonds, engagement-and-well-being	Whānau-Participation- Supporting-whānau-to-participate-in-high-quality-education-and-training-from-early-childhood-through-to-tertiary-opportunities	The-Mouri-of-Ngāti-Hāua-Lands, Rivers, Lakes, Forests & Mountains-are-Protected- Whānau-are-nourished-by-the-environment-culturally-&-physically	Improved-Whānau-Wealth-& Capacity- Providing-the-means-to-achieve-inter-generational-tribal-vision-and-uri-who-are-active-local-&-global-citizens- Achieve-economic-transformation-towards-a-fairer-more-sustainable-local-economy, economic-self-sustainability
HUANGA-Characteristics-Outcomes Or-What-will-success-look-like	This-will-be-achieved-by: To-retain-and-grow-a-number-of-proficient-speakers-of-Te-Reo-o-Ngāti-Hāua To-preserve, research, create, disseminate-and-make-accessible-Ngāti-Hāua-knowledge, kawa-and-tikanga-to-help-our-uri-return-to-their- <i>ōkaiapo</i> Develop-leadership-capability-at-all-levels Organise-a-range-of-events-to-unite-our-people-and-to-maintain-relationships-with-other-iwi Implementing-wānanga-strategies	This-will-be-achieved-by: Intergenerational-planning-and-intergenerational-transmission-is-ensured-succession-planning All-marae-have-a-strategic-vision-and-planning Build-the-capability, capacity-and-vibrancy-of-our-marae, on-the-paepae, financial-management Key-relationships-and-critical-awareness-developed-i.e.-research Marae-collective-for-bulk-purchasing-insurance, maintenance-equipment-solar-power-etc-Also-forum-for-inter-marae-relationships	This-will-be-achieved-by: Improve-and-ensure-access-for-whānau-to-health, housing-and-social-well-being-services Improving-whānau-living-conditions-and-affordable-housing Ensuring-our- <i>pepi</i> -are-born-healthy-and-our-tamariki-are-living-in-strong-confident-and-secure-whānau-where-they-are-safe Kaumātua-& Rangatahi-have-a-korowai-of-service-around-them-to-keep-them-warm-and-safe Ensure-our-whānau-have-the-skills-to-be-financially-secure-and-have-financial-freedom-to-support-their-options-and-choices Thriving-collectively-owned-enterprises, infrastructure	This-will-be-achieved-by: To-support-Ngāti-Hāua-learner-success-in-two-worlds-tamariki-who-are-literate-and-learning-leaders To-create-and-support-Ngāti-Hāua-educational-and-training-opportunities-for-the-prosperity-of-our-people To-influence-learning-centres-within-our-rohe, ensuring-quality-education-to-our-whānau-and-Invest-in-learner-success Pathways-to-meaningful-employment-and-iwi, hapū-leadership Linking-local-education-to-local-whenua, awa, maunga, history-etc	This-will-be-achieved-by: Ngāti-Hāua-iwi-will-assert-and-exercise-rangiratanga-and-kaitiakitanga-over-our-natural-resources We-protect-and-enhance-our-taonga-iho-for-future-generations Protection, enhancement-and-use-of-mana, resources-and-mātauranga-for-our-environmental-taonga Partnership-with-Ngā-Whenua-Rahui-for-pest-control, biodiversity-monitoring-etc Large-scale-re-forestation-of-marginal-farm-lands-and-riparian-zones-using-CO2-credits-scheme	This-will-be-achieved-by: Actively-participating-and-influencing-our-communities Committed-to-the-maintenance-and-development-of-the-Ngāti-Hāua-iwi-commercial-divisions Investments-shall-not-conflict-with-our-cultural-values, triple-bottom-line, define-values-and-mechanisms-to-ensure-outcomes Support-initiatives-to-improve-the-financial-literacy-of-our-people-and-the-financial-and-economic-capability-of-our-entities Strong-economic-influence, financial-institution-PSGE
POUR	Ngāti-Hāuatanga	Riri-Korei	Rangitengaue	Rongo-Niui	Kokakoi	Tapakai
Values	<i>Kia toitu-te mana whakouu-na- Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua iwi-identity	<i>Na nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length-of-a-person's shadow-is cast-by their-ancestry.	<i>Maa-te-Piharau, ano-te-Piharau-Whakatika</i> Ngāti-Hāua-iwi-Solutions-for-Ngāti-Hāua-people	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What-iron-has destroyed, iron-will-again-rebuild	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The-River-first, the-River-second	<i>He-huinga-wai, he-huinga-iwi.</i> The-joining-of-waters, the-union-of-people.
Work-Programme	Te-Mana-o-Ngāti-Hāua- A-Secure-Identity	Hapū-Ora- Intergenerational-sustainability & inspirational-leadership	Oranga- Whānau-Wellbeing, Capacity and Collective-Cohesion	Mātauranga- Education	Te-Ao-Tūroa- Environmental-Stewardship	Whai-Rawa- Economic-Prosperity
TOHUOHU-indicators	% Ngāti-Hāua who can hold a conversation about everyday-things-in-te-reo-Māori # Whānau-have-acquired-knowledge-that-will-better-enable-them-to-enhance-their-lives % Ngāti-Hāua-Adults-who-have-attended-iwi-events % more-on-the-paepae # survey-of-our-people	# of-Ngāti-Hāua-events-held-at-marae % Ngāti-Hāua-iwi-Adults-who-have-been-to-their-marae-in-the-last-12-months Developed-Marae/hapū-strategic-plans % of-supported-initiatives-led-by-hapū-and-their-relevant-trusts # Reduced-costs-for-insurance-etc Review-of-marae-collective-initiatives	% Ngāti-Hāua-iwi-median-income # Whānau-evaluations-that-they-have-been-supported-and-have-access-to-all-health-and-social-services # Whānau-plans-where-they-have-new-aspirations-and-goals-to-improve-their-health-and-well-being # Number-of-success-of-collectively-owned-enterprises Improved-employment-and-health-stats	% Ngāti-Hāua-tamariki-in-the-rohe-at-primary-school-at-or-above-national-standards-for-reading, writing, math # Ngāti-Hāua-iwi-ECE-participation-rate % Ngāti-Hāua-students-who-gained-NCEA-Level-2 # of-learners-i.e.-those-who-do-not-participate-in-any-Ngāti-Hāua-groups-at-any-level, to-indicate-the-size-of-the-pool-of-Ngāti-Hāua-not-currently-being-reached # Implementation-and-participation-in-educational-schemes	Whanganui River and underground-puna-water-quality # Total-land-holdings-attributed-to-Ngāti-Hāua-iwi # Research-projects-led-for-the-tracking-of-koura, tuna, piharau, etc Improved-biodiversity, quality-of-water-and-soils Pest-reductions, increased-acreage-of-native-forests	Quantify-targeted-investment % enrolment-of-Ngāti-Hāua-iwi-on-electoral-role # Application-of-Ngāti-Hāua-iwi-to-tribal-funds-for-projects-and-education-grants Measurable-improvements-in-employment, social, poverty, home-ownership-stats

DOCUMENTS

**7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO
– THE STRAND OF ENVIRONMENT**

DOCUMENTS

7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

Te Tātairango o Te Karauna ki Ngāti Hāua

Te Whenu o Manatū Mō Te Taiao

RELATIONSHIP AGREEMENT between

NGĀTI HĀUA

and

MINISTRY FOR THE ENVIRONMENT



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7.11: TE WHENU O TE MANATŪ MŌ TE TAIAO – THE STRAND OF ENVIRONMENT

1. PURPOSE

- 1.1 This Relationship Agreement formalises the relationship between the Ministry for the Environment (the Ministry) and Ngāti Hāua through the Ngāti Hāua Post-Settlement Governance Entity and establishes a framework to enable the Parties to develop and maintain a positive and enduring working relationship.

2. RELATIONSHIP PRINCIPLES

- 2.1 In implementing the Relationship Agreement, the Ministry and Ngāti Hāua agree to act consistently with the following relationship principles:

- (a) Upholding the spirit of Te Tiriti o Waitangi/ the Treaty of Waitangi;
- (b) Recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge, and expertise, and may include other agencies in work programmes by mutual agreement;
- (c) Working together in a spirit of co-operation and collaboration, including acting in good faith, fairly, reasonably and with integrity, honesty, of transparency and accountability;
- (d) Working with a ‘no surprises’ approach by endeavouring to engage early on issues of known mutual interest;
- (e) Acknowledging that the relationship is flexible and evolving;
- (f) Addressing issues in a timely manner and discussing disagreements openly, directly, and confidently when they arise;
- (g) Respecting the independence of the Parties and their individual mandates, roles and responsibilities;
- (h) Working toward giving effect to the principles of Māori data sovereignty and Ngāti Hāua rights and interests in mātauranga Māori and data; and
- (i) Ensuring accountability for agreed decisions and actions through monitoring and review.

- 2.2 This Relationship Agreement is intended to further enhance the existing relationship between the Ministry and Ngāti Hāua Post-Settlement Governance Entity. Nothing in this agreement displaces existing arrangements between the parties.

3. THE PARTIES

NGĀTI HĀUA

Te Whare o Hāua:

Ko Ruapehu te pou tuarongo
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

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7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

- 3.1 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.
- 3.2 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

- 3.3 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 3.4 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with tikanga.

Te Pou Tikanga / Ngāti Hāua Values:

- 3.5 Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
 - (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua.
 - (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
 - (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

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**7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT
NGĀTI HĀUA ASPIRATIONS FOR THE RELATIONSHIP WITH THE MINISTRY FOR
THE ENVIRONMENT**

- 3.6 Ngāti Hāua wishes to develop a relationship with the Ministry that:
- (a) Upholds te Tiriti o Waitangi/the Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
 - (b) Strives to ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to the revitalisation of Ngāti Hāua;
 - (c) Recognises Te Pou Tikanga as the basis for resetting the relationship between Ngāti Hāua and the Crown; and
 - (d) Supports development and implementation of a social transformation strategy for Ngāti Hāua and its communities guided by He Piko O Rauru (Māui) framework.
- 3.7 He Piko O Rauru (Māui) Framework is structured around Te Pou Tikanga and articulates revitalisation outcomes: Ngā Whaingā (vitality outcomes) and Huanga (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together outcomes and indicators set out strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people.
- 3.8 Ngāti Hāua aspiration for relationship with the Ministry is collaboration on mutual priorities that facilitate outcomes relating to the Kokako Pou. The Ngā Whaingā (vitality outcome) of this programme is The Mouri of Ngāti Hāua Lands, Rivers, Lakes, Forests & Mountains are Protected: Whānau are nourished by the environment culturally & physically.
- 3.9 Huanga (characteristic outcome) sets out how Ngāti Hāua intend to achieve this Ngā Whaingā (vitality outcome):
- (a) Ngāti Hāua Iwi will assert and exercise rangatiratanga and kaitiakitanga over our natural resources;
 - (b) We protect and enhance our taonga iho for future generations;
 - (c) Protection, enhancement and use of mana, resources and mātauranga for our environmental taonga;
 - (d) Partnership with Ngā Whenua Rahui for pest control, biodiversity monitoring etc; and
 - (e) Large scale re-forestation of marginal farmlands and riparian zones using CO2 credits scheme.
- 3.10 Ngāti Hāua intend to assess progress towards this outcome by monitoring following Tohutohu (indicators):
- (a) Te Awa Tupua (Whanganui River) catchment and underground puna water quality;
 - (b) Number of total land holdings attributed to Ngāti Hāua Iwi;

DOCUMENTS

7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

- (c) Number of research projects led for the tracking and restoration of koura, tuna, piharau, kākahi and other taonga species for Ngāti Hāua;
- (d) Improved biodiversity, quality of water and soils; and
- (e) Pest and weed reductions, increased acreage of native forests.

4. THE ROLE OF THE MINISTRY

4.1 The role of the Ministry is set out in the Environment Act 1986.

4.2 The Ministry also has specific functions under a number of other Acts including the:

- (a) Soil Conservation and Rivers Control Act 1941;
- (b) Resource Management Act 1991 (RMA);
- (c) Hazardous Substances and New Organisms Act 1996;
- (d) Climate Change Response Act 2002;
- (e) Waste Minimisation Act 2008;
- (f) Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012 (EEZ Act); and
- (g) Environmental Reporting Act 2015.

4.3 The Ministry is involved in limited day-to-day environmental management. The Ministry's roles generally focus on providing:

- (a) Analysis and advice on environmental management systems, including laws and regulations;
- (b) Analysis and advice on national direction through national policy statements, and national environmental standards;
- (c) Implementation and delivery (including funding, guidance and training on best practice); and
- (d) Information about the state, pressures and impacts on the health of the environment.

5. SCOPE

5.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Ministry in relation to environmental management within, or that affect, the Ngāti Hāua Area of Interest as defined in the Ngāti Hāua Deed of Settlement and attached as Appendix A to this Relationship Agreement.

5.2 The Relationship Agreement does not extend to the Ministry's role in appointing officials and statutory officers, and their roles and responsibilities.

5.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of

DOCUMENTS

7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

the Ministry and the priorities and mandates for engagement of the government of the day.

- 5.4 The parties acknowledge the capacity constraints of the Ministry at the time of drafting this agreement. The parties will use their best endeavours to fulfil this agreement and note the Ministry’s capacity may increase in the future.

6. ENGAGEMENT

- 6.1 The Parties will work together in good faith to identify where a policy or programme within the Ministry responsibilities will have a direct impact on Ngāti Hāua.

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

- (a) Attend an annual strategic relationship hui as set out in clauses 6.4 to 6.10;
- (b) Progress work on agreed mutual priorities through operational level engagement as set out in clauses 6.11 to 6.12; and
- (c) Collaborate and if required, develop a work plan as set out in clauses 6.13 to 6.17.

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

ANNUAL STRATEGIC RELATIONSHIP HUI

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

- 6.5 Before each relationship meeting held in accordance with clause 6.4, representatives of the Governance Entity and the Ministry will agree to administrative arrangements for the meeting including the agenda.

- 6.6 Agenda items may include:

- (a) Any legislative or policy developments of interest to or affecting the interests represented by the Governance Entity;
- (b) Considering ways to provide for Ngāti Hāua involvement in policy and legislative development processes;
- (c) Discussing and agreeing priority initiatives or areas of collaboration that will strengthen the relationship between Parties and support work on mutual priorities;
- (d) Provision of advice and information around the development of Iwi Management Plans in accordance with clause 7 of this agreement;
- (e) Contestable funding including funding that may become available for iwi management plans;
- (f) Opportunities to provide each other with training, networking opportunities and other capacity building activities in their respective areas of responsibility and expertise in accordance with clause 8 of this agreement;

DOCUMENTS

7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

- (g) Review of any work plan developed under clause 6.13 to 6.17 informed by the assessment of He Piko O Rauru (Māui) indicators;
 - (h) Any other matters of mutual interest; and
 - (i) Next steps, including any further meeting dates required to review aspects of the Ministry work programme or any new policies or processes that may be of interest to the Governance Entity.
- 6.7 Before each relationship meeting the Ministry will provide the Governance Entity with relevant information in accordance with clause 9.
- 6.8 Each Party will meet the costs and expenses of its representatives attending relationship meetings unless otherwise agreed by the Parties.
- 6.9 The first relationship meeting will take place within [three] months of a written request by the Governance Entity.
- 6.10 The Parties may mutually agree not to hold annual relationship meetings or hold them online.

OPERATIONAL LEVEL ENGAGEMENT

- 6.11 The Parties agree that ongoing engagement is needed to maintain and further develop relationship between the Parties.
- 6.12 Operational level engagement will involve:
- (a) Coordinating the organisation of the annual strategic relationship hui;
 - (b) Facilitating the implementation of the work plan and any actions arising from the annual strategic relationship hui;
 - (c) Mitigating issues and risks relating to the relationship between the parties;
 - (d) Exploring further opportunities for collaboration as they arise;
 - (e) Working with Governance Entity to identify matters that are subject to engagement; and
 - (f) Monitoring progress by Ngāti Hāua against the He Piko O Rauru (Māui) Tohutohu (indicators).

WORK PLAN

- 6.13 As a result of the annual relationship meetings, held in accordance with clause [6.4], and as part of other relationship meetings held in accordance with clause [x], the Parties may develop a work plan.
- 6.14 The Parties may be interested to include, but are not limited to, the following topics in the work plan:
- (a) Considering ways to provide for Ngāti Hāua involvement in policy and legislative development processes;

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7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

- (b) Provision of advice and information around the development of Iwi Management Plans in accordance with clause 7;
 - (c) Supporting development and implementation of Ngāti Hāua social transformation strategy guided by He Piko O Rauru (Māui) framework, including through provision of data and resource capability;
 - (d) Considering opportunities to collaborate on issues and initiatives of mutual priority;
 - (e) Sharing information which is of mutual benefit;
 - (f) Creating opportunities for increased learning and capacity building;
 - (g) Setting out a timetable and milestones for delivering on any agreed commitments;
 - (h) Confirming the responsibilities for the Parties to meet any agreed commitments; and
 - (i) Setting out a timetable for monitoring, reporting and reviewing work plans informed by monitoring of He Piko O Rauru (Māui) Tohutohu (indicators).
- 6.15 When developing a work plan under this agreement, the Ministry may invite any other party to be involved in discussions about the work plan. The Ministry will engage with the [Governance Entity] before issuing any such invitation.
- 6.16 Work plans will be mutually agreed by the [Governance Entity] and the Ministry and will reflect the priorities, resources and the specific functions and duties of the Parties.
- 6.17 Monitoring of He Piko O Rauru Tohutohu (indicators) will inform development and review of the work plan.

7. IWI MANAGEMENT PLANS

- 7.1 If the Governance Entity requests it, the Ministry will support the development of an iwi management plan for Ngāti Hāua by providing advice and information during the course of the development of the plan. Support provided by the Ministry will be technical in nature.

8. CAPACITY AND CAPABILITY BUILDING

- 8.1 The Ministry and the Governance Entity will seek opportunities to provide each other with training, networking opportunities and other capacity building activities in their respective areas of responsibility and expertise. Topics that capacity building, networking and training may cover include but are not limited to;
- (a) Legislation administered by the Ministry (see clause 4.2 above) and areas of responsibility under those Acts;
 - (b) Making Good Decisions training; and
 - (c) Ngāti Hāua values, practices and objectives.

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7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

- 8.2 If requested, the Ministry will provide advice and information to the Governance Entity on current training programmes for environmental commissioners, and how people endorsed by the Governance Entity can access this training.
- 8.3 If the Ministry has adequate resourcing and capacity in future, opportunities for secondments and internships may be sought between the parties.

9. INFORMATION SHARING

- 9.1 The Parties recognise the mutual benefit of information exchange and will explore how national and regional data and information can be shared and analysed effectively, to explore the co-design of data initiatives for shared outcome priorities.
- 9.2 Subject to applicable privacy laws and other legal restrictions, the Governance Entity and the Ministry will use their best endeavours to share information in relation to matters described below.

Contestable funds

- 9.3 The Ministry administers a number of contestable funds that the Governance Entity may be interested in applying for to complete projects in the Area of Interest. The Ministry will provide the Governance Entity with up-to-date information on funding rounds and funding criteria on request. This includes any contestable funding that may become available for iwi management plans.

Local government performance

- 9.4 The Minister for the Environment (the Minister) has the function of monitoring the effect and implementation of the RMA (refer section 24). The Minister may require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27).
- 9.5 The way in which these functions and powers are exercised varies from time to time. At the date of execution of the Relationship Agreement, the Ministry, on behalf of the Minister, surveys all local authorities about their processes under the RMA through the National Monitoring System (the NMS). Since its inception in 2014, the NMS has included questions relating to Māori participation in resource consenting and plan-making processes.
- 9.6 The Ministry will provide the Governance Entity with access to the most recent published information from the NMS as may be relevant to Ngāti Hāua by 30 June each year subject to data availability. If data is not available by 30 June, MfE will provide this 3 months after data is made publicly available.

Environment monitoring

- 9.7 The Ministry collects information on environmental outcomes through state of the environment monitoring. The Ministry will provide the Governance Entity with details of any published climate or state of the environment monitoring, as it relates to the Ngāti Hāua Area of Interest by 30 June each year subject to data availability. If data is not available by 30 June, MfE will provide this 3 months after data is made publicly available.

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7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

10. COMMUNICATION

- 10.1 The Ministry will seek to establish and maintain effective and efficient communication with Ngāti Hāua Post-Settlement Governance Entity on a continuing basis through:
- (a) engaging in accordance with clause 6 of this agreement;
 - (b) information sharing in accordance with clause [9];
 - (c) maintaining information on the Parties' office holders, their addresses and contact details;
 - (d) providing a primary contact at the Ministry for the Governance Entity who will act as a liaison person with other Ministry staff;
 - (e) providing reasonable opportunities for the Governance Entity to meet with senior staff of the Ministry to discuss and (if possible) resolve any issues that may arise;
 - (f) informing relevant Ministry staff of the contents of this Relationship Agreement and their responsibilities and roles under it;
 - (g) consulting as soon as reasonably practicable following the identification of matters to be the subject of the engagement; and
 - (h) approaching the relationship with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the agreement.

11. CONTACTS

- 11.1 The contact person for the Ministry for all matters relating to this Relationship Agreement is the Deputy Secretary for Tūmatakōkiri.
- 11.2 The contact person for the iwi for all matters relating to this Relationship Agreement is the Chief Executive of the Governance Entity.
- 11.3 The contact persons named in clauses 11.1 and 11.2 may change from time to time and the Ministry and the Governance Entity agree to update each other as and when this occurs.

12. OFFICIAL INFORMATION

- 12.1 The Ministry is subject to the requirements of the Official Information Act 1982 (OIA).
- 12.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes or correspondence).
- 12.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, the Governance Entity must provide any comments to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

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7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

13. PROBLEM RESOLUTION

13.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact person at clauses [11.1 and 11.2], it shall be escalated to their respective managers to resolve. If the manager concerned is unable to resolve the problem, then the matter shall be escalated to the Chief Executives of the parties for final resolution who will meet in a reasonable timeframe.

14. REVIEW AND AMENDMENT

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

SIGNED for and on behalf of the)

MINISTRY FOR THE ENVIRONMENT)

by the Secretary for Environment)

in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

SIGNED by for and on behalf of the trustees)
of **[GOVERNANCE ENTITY]**)

by the Chair, in the presence of:)

Chairperson/Deputy Chairperson

Signature of Witness

Witness Name

Occupation

Address

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7.11: TE WHENU O TE MANATŪ MŌ TE TAI AO – THE STRAND OF ENVIRONMENT

APPENDIX A - NGĀTI HĀUA AREA OF INTEREST



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7.11: TE WHENU O TE MANATŪ MŌ TE TAIAO – THE STRAND OF ENVIRONMENT

APPENDIX B – HE PIKO O RAURU (MĀUI) FRAMEWORK

POU#	Ngāti-Hāuatanga#	Riri-Kore#	Rangitengaue#	Rongo-Niui#	Kokako#	Tapaka#
Values#	<i>Kia-toitu-te-mana-whakou-na-Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua-iwi-identity.	<i>Na-nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length of a person's shadow is cast by their-ancestry.	<i>Maa-te-Piharau, ano-te-Piharau-e-Whakatika!</i> Ngāti-Hāua-iwi-Solutions for Ngāti-Hāua-people!	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What-iron-has destroyed, iron-will-again-rebuild.	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The-River-first, the-River-second.	<i>He-huinga-wai, he-huinga-iwi.</i> The-joining-of-waters, the-union-of-people.
Work-Programme#	Te-Mana-o-Ngāti-Hāua-# A-Secure-Identity#	Hapū-Ora-# Intergenerational-sustainability & inspirational-leadership#	Oranga-# Whānau-Wellbeing, Capacity and Collective-Cohesion#	Mātauranga-# Education#	Te-Ao-Tūroa-# Environmental-Stewardship#	Whai-Rawa-# Economic-Prosperity#
Ngā-Whānanga-# Vitality-Outcomes#	Whānau-Proud-&-Strengthened-by-being-Ngāti-Hāua-# Ngāti-Hāua-whānau-are-proud-of, connected-to, and-engaged-in, being-Ngāti-Hāua.	Supporting-Marae, Uri-and-hapū-Growth-# Supporting-Marae, Uri-and-hapū-as-they-work-towards-their-own-self-determined-pathway-and, where-possible, ensuring-central-services-are-devolved-to-match-these-aspirations.	Building-understanding-&-creating-opportunities-# Building-a-comprehensive-understanding-of-Ngāti-Hāua-health, housing-and-social-well-being, and-creating-opportunities-for-whānau. Strengthening-community-bonds, engagement-and-well-being.	Whānau-Participation-# Supporting-whānau-to-participate-in-high-quality-education-and-training-from-early-childhood-through-to-tertiary-opportunities.	The-Mouri-of-Ngāti-Hāua-Lands, Rivers, Lakes, Forests & Mountains-are-Protected-# Whānau-are-nourished-by-the-environment-culturally-&-physically.	Improved-Whānau-Wealth-&-Capacity-# Providing-the-means-to-achieve-inter-generational-tribal-vision-and-uri-who-are-active-local-&-global-citizens. Achieve-economic-transformation-towards-a-fairer-more-sustainable-local-economy, economic-self-sustainability.
Ngā-Whānanga-Charteristic-Outcomes-# Or-What-will-success-look-like#	This-will-be-achieved-by-# To-retain-and-grow-a-number-of-proficient-speakers-of-Te-Reo-o-Ngāti-Hāua. To-preserve, -research, create, disseminate-and-make-accessible-Ngāti-Hāua-knowledge, kawa-and-tikanga-to-help-our-uri-return-to-their-ūkaia-po. Develop-leadership-capability-at-all-levels. Organise-a-range-of-events-to-unite-our-people-and-to-maintain-relationships-with-other-iwi. Implementing-wānanga-strategies.	This-will-be-achieved-by-# Intergenerational-planning-and-intergenerational-transmission-is-ensured-succession-planning. All-marae-have-a-strategic-vision-and-planning. Build-the-capability, capacity-and-vibrancy-of-our-marae, on-the-paepae, financial-management. Key-relationships-and-critical-awareness-developed-i.e.-research. Marae-collective-for-bulk-purchasing-insurance, maintenance-equipment-solar-power-etc.-Also-forum-for-inter-marae-relationships.	This-will-be-achieved-by-# Improve-and-ensure-access-for-whānau-to-health, housing-and-social-well-being-services. Improving-whānau-living-conditions-and-affordable-housing. Ensuring-our-pepi-are-born-healthy-and-our-tamariki-are-living-in-strong-confident-and-secure-whānau-where-they-are-safe. Kaumātua & Rangatahi-have-a-korowai-of-service-around-them-to-keep-the-warm-and-safe. Ensure-our-whānau-have-the-skills-to-be-financially-secure-and-have-financial-freedom-to-support-their-options-and-choices. Thriving-collectively-owned-enterprises, infrastructure.	This-will-be-achieved-by-# To-support-Ngāti-Hāua-learner-success-in-two-worlds-tamariki-who-are-literate-and-learning-leaders. To-create-and-support-Ngāti-Hāua-educational-and-training-opportunities-for-the-prosperity-of-our-people. To-influence-learning-centres-within-our-rohe, ensuring-quality-education-to-our-whānau-and-Invest-i-learner-success. Pathways-to-meaningful-employment-and-iwi, hapū-leadership. Linking-local-education-to-local-whenua, awa, maunga, history-etc.	This-will-be-achieved-by-# Ngāti-Hāua-iwi-will-assert-and-exercise-rangiratanga-and-kaitiakitanga-over-our-natural-resources. We-protect-and-enhance-our-taonga-iho-for-future-generations. Protection, enhancement-and-use-of-mana, resources-and-mātauranga-for-our-environmental-taonga. Partnership-with-Ngā-Whenua-Rahui-for-pest-control, biodiversity-monitoring-etc. Large-scale-re-forestation-of-marginal-farm-lands-and-riparian-zones-using-CO2-credits-scheme.	This-will-be-achieved-by-# Actively-participating-and-influencing-our-communities. Committed-to-the-maintenance-and-development-of-the-Ngāti-Hāua-iwi-commercial-divisions. Investments-shall-not-conflict-with-our-cultural-values, triple-bottom-line, define-values-and-mechanisms-to-ensure-outcomes. Support-initiatives-to-improve-the-financial-literacy-of-our-people-and-the-financial-and-economic-capability-of-our-entities. Strong-economic-influence, financial-institution-PSGE.

POU#	Ngāti-Hāuatanga#	Riri-Kore#	Rangitengaue#	Rongo-Niui#	Kokako#	Tapaka#
Values#	<i>Kia-toitu-te-mana-whakou-na-Ngāti-Hāua.</i> To ensure the survival of the Ngāti-Hāua-iwi-identity.	<i>Na-nga-tupuna-i-hauroatia-te-maru-o-te-tangata.</i> The length of a person's shadow is cast by their-ancestry.	<i>Maa-te-Piharau, ano-te-Piharau-e-Whakatika!</i> Ngāti-Hāua-iwi-Solutions for Ngāti-Hāua-people!	<i>Ta-te-rino-i-Tukituki-ai-ma-te-rino-ano-e-hanga.</i> What-iron-has destroyed, iron-will-again-rebuild.	<i>Ko-te-Awa-te-tuatahi, ko-te-Awa-te-tuarua.</i> The-River-first, the-River-second.	<i>He-huinga-wai, he-huinga-iwi.</i> The-joining-of-waters, the-union-of-people.
Work-Programme#	Te-Mana-o-Ngāti-Hāua-# A-Secure-Identity#	Hapū-Ora-# Intergenerational-sustainability & inspirational-leadership#	Oranga-# Whānau-Wellbeing, Capacity and Collective-Cohesion#	Mātauranga-# Education# Serena (serena.johnson@jb Morrison.com) is signed in	Te-Ao-Tūroa-# Environmental-Stewardship#	Whai-Rawa-# Economic-Prosperity#
TOHU-Indicators#	% Ngāti-Hāua who can hold a conversation about everyday things in te-reo-Māori. # Whānau have acquired knowledge that will better enable them to enhance their lives. % Ngāti-Hāua Adults who have attended iwi events. % more on the paepae. # survey of our people.	# of Ngāti-Hāua events held at marae. % Ngāti-Hāua-iwi Adults who have been to their marae in the last 12 months. Developed Marae/hapū strategic plans. % of supported initiatives led by hapū and their relevant trusts. # Reduced costs for insurance etc. Review of marae collective initiatives.	% Ngāti-Hāua-iwi median-income. # Whānau evaluations that they have been supported and have access to all health and social services. # Whānau plans where they have new aspirations and goals to improve their health and well-being. # Number of success of collectively owned enterprises. Improved employment and health stats.	% Ngāti-Hāua tamariki in the rohe at primary school at or above national standards for reading, writing, math. # Ngāti-Hāua-iwi-ECE-participation-rate. % Ngāti-Hāua students who gained NCEA Level 2. # of learners i.e. those who do not participate in any Ngāti-Hāua groups at any level, to indicate the size of the pool of Ngāti-Hāua not currently being reached. # implementation and participation in educational schemes.	Whanganui River and underground-puna-water-quality. # Total land-holdings attributed to Ngāti-Hāua-iwi. # Research projects led for the tracking of koura, tuna, piharau etc. Improved biodiversity, quality of water and soils. Pest reductions, increased acreage of native forests.	Quantify targeted investment. % enrolment of Ngāti-Hāua-iwi on electoral role. # Application of Ngāti-Hāua-iwi-tribal funds for projects and education grants. Measurable improvements in employment, social, poverty, home ownership stats.

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**7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA -
KIWIRAIL**

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7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

[TE TATAIRONGO

TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA

RELATIONSHIP AGREEMENT BETWEEN

KIWIRAIL AND

NGĀTI HĀUA POST-SETTLEMENT GOVERNANCE GROUP

DATED

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7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

1. KO WAI / THE PARTIES (EACH A PARTY AND TOGETHER THE PARTIES)

1.1 Ngāti Hāua Post-Settlement Governance Group Entity (Ngāti Hāua)

- (a) Ngāti Hāua wishes to record their origins and values, set out in clauses 2.4 and [TBC] of this Agreement. If there is any inconsistency with text and provisions the Deed of Settlement will prevail.
- (b) KiwiRail acknowledges and respects the importance of Te Pou Tikanga to Ngāti Hāua.

NGĀTI HĀUA

Te Whare o Hāua

Ko Te Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Te Hoata II is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 1.2 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises such as KiwiRail.
- 1.3 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that
rose from below the ocean surface.*

- 1.4 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 1.5 Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

Te Pou Tikanga

- 1.6 Te Pou Tikanga are the foundation posts and values that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
 - (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
 - (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
 - (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

1.7 **KiwiRail Holdings Limited (“KiwiRail”)**

- (a) KiwiRail is a state-owned enterprise that is responsible for rail networks and the InterIslander ferry operation in New Zealand.
- (b) Headquartered in Auckland, New Zealand, KiwiRail is the largest rail transport operator in New Zealand, playing a critical role with the freight and supply chain industries through the provision of cost effective and sustainable services.
- (c) KiwiRail is also responsible for the management and maintenance of the rail assets throughout New Zealand, and for ensuring the continued safe and efficient operation of rail services.
- (d) As kaitiaki of the rail corridor lands in the rohe of Ngāti Hāua, KiwiRail acknowledges that it has a responsibility to Ngāti Hāua as to how KiwiRail discharges its management obligations on and in those lands.
- (e) KiwiRail further recognises its responsibility to appropriately engage with Ngāti Hāua in the management and development of the rail network, in accordance with its obligations under legislation including the State-Owned Enterprises Act 1986, Land Transport Management Act 2003 and the Resource Management Act 1991.

2. KUPU ARATAKI - INTRODUCTION

- 2.1 As tangata whenua, Ngāti Hāua has played, and will continue to play, a critical role in the development, maintenance and strategic planning of the transport networks within the Ngāti Hāua rohe over which it exercises te tino rangatiratanga as set out in Article II of Te Tiriti o Waitangi (the Treaty of Waitangi).

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7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

- 2.2 New Zealand's rail network plays a vital role within the strategic transport network for the country – enabling people and freight to get from their origin to their destination quickly and efficiently, providing a convenient, safe and robust route for freight and to connect families and communities.
- 2.3 In ensuring the rail network remains safe, reliable and resilient, both parties recognise they have a significant responsibility to work closely with each other to ensure clear lines of communication and appropriate participation in regard to projects and ongoing activities.
- 2.4 This agreement is made in the spirit of cooperation which epitomises the spirit of Te Tiriti o Waitangi.

3. PURPOSE AND OBJECTIVES

- 3.1 This **Relationship Agreement ("Agreement")** formalises the relationship between the Parties.
- 3.2 The purpose of this Agreement is to:
- (a) Enhance the existing relationships between the Parties.
 - (b) Establish a set of relationship principles to guide the parties in developing a constructive and enduring working relationship; and
 - (c) Provide a framework for engagement and collaboration between the Parties to help them in working toward achieving their respective aspirations.
- 3.3 The objective of the Parties in respect of this Agreement is to establish a partnership to enhance the oranga (well-being) of the Parties, and to work together toward mutually beneficial outcomes.
- 3.4 The Parties will work together to agree aspirations and priorities and to seek to collaborate in designing and delivering strategies, programmes, projects, systems, and performance measures to advance the well-being of all members of Ngāti Hāua and/or the success of KiwiRail activities within the Ngāti Hāua rohe. These will be set out and agreed in the Work Plan (see clause 6 below).
- 3.5 KiwiRail will engage with Ngāti Hāua in good faith where a policy or programme within KiwiRail's responsibilities:
- (a) Will directly impact on Ngāti Hāua because it affects the ability of KiwiRail to fulfil any agreement to collaborate with Ngāti Hāua; and
 - (b) Relates to the Ngāti Hāua rohe as captured in the the map attached as **Appendix 1** to this Agreement.
- 3.6 Where engaging under clause 3.5, KiwiRail will:
- (a) Ensure that Ngāti Hāua is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the engagement;
 - (b) Provide Ngāti Hāua with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are the subject of the engagement;

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- (c) Approach the engagement with an open mind and genuinely consider any views and/or concerns that Ngāti Hāua may have in relation to any of the matters that are subject to the consultation; and
- (d) Report back to Ngāti Hāua on any decision that is made in relation to the matters consulted on.

4. NGĀ TIKANGA O TĒNEI HONONGA – RELATIONSHIP PRINCIPLES AND SHARED VALUES

- 4.1 This Agreement is intended to further enhance the existing relationships between KiwiRail and Ngāti Hāua.
- 4.2 KiwiRail acknowledges the aspirations and values of Ngāti Hāua as set out in clause 5 of this Agreement and will, where practicable, act in accordance with those values.
- 4.3 In implementing this Agreement, the Parties commit to deepening the enduring, co-operative, and genuine relationship that has been built during hui and korero between the parties as an adjunct process to Ngāti Hāua's historical Treaty grievances settlement with its Treaty partner, the Crown from 2018 to the present time. The Parties agree the following relationship principles and shared values will underpin the relationship between the Parties:

Te Tiriti o Waitangi:

- (a) The foundational principle is Te Tiriti o Waitangi itself. This means respect for, and adherence to Te Tiriti o Waitangi, its principles, and its articles in accordance with the Parties' respective legal capacities:
 - (i) Ngāti Hāua are tangata whenua of their rohe, holding te tino rangatiratanga over their taonga, and over their whenua.
 - (ii) KiwiRail as a state-owned enterprise being a registered company, operationally independent from the Crown and with a mandate under section 4 of the State-Owned Enterprises Act 1986 to operate as a successful business.
- (b) The Parties record their intention and commitment to forge an interactive and positive relationship underpinned by Te Tiriti o Waitangi.

Kanohi-ki-te-kanohi

- (a) The Parties commit to a transparent, kanohi-ki-te-kanohi (face-to-face), open and collaborative relationship where information is shared and all surprises minimised.
- (b) Where possible, engagement between the Parties will be arranged so that the representatives of each Party will engage with people at a similar level, for example, the Chair of Ngāti Hāua to the Chair of the KiwiRail board, Chief Executive of Ngāti Hāua to the Chief Executive of KiwiRail, kaimahi to kaimahi.
- (c) The Parties will adopt a positive, personal, constructive, practical, durable, collaborative and co-operative approach to the relationship, in the spirit of

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whakawhanaungatanga, including acting in good faith, fairly, reasonably and with integrity, honesty, and the highest level of transparency and accountability;

- (d) The Parties acknowledge that the relationship will evolve over time, will be free, frank, fearless, resilient, flexible and strategic;
- (e) The Parties will maintain a 'no surprises' approach and ensure early engagement on issues of expected or known interest to the Parties;
- (f) The Parties shall respect the independence of each other and their respective mandates, roles and responsibilities;

5. NGĀTI HĀUA STATEMENT OF ASPIRATIONS AND VALUES

5.1 The Ngāti Hāua seeks to achieve the social, economic and cultural aspirations of the individuals, whānau and hapū of Ngāti Hāua.

5.2 It is the aspiration of Ngāti Hāua to develop a broader relationship with the Crown and related entities, including KiwiRail, that will improve health, wellbeing and success so that Ngāti Hāua socio-economic outcomes are demonstrably improved to be at least equal to socio-economic outcomes of non-Māori in New Zealand.

6. WORK PLAN

6.1 In order to do their part in working towards achieving the aspirations set out in this Agreement, the Parties will develop a Work Plan (the Work Plan) to identify and progress future opportunities for both parties that involve shared outcomes. Future opportunities may include (without limitation):

- (a) Providing opportunities for Ngāti Hāua to input on relevant KiwiRail projects (where KiwiRail is the funded entity).
- (b) Considering opportunities for Ngāti Hāua to input into storyboards and other forms of cultural expression at KiwiRail rail stations within Ngāti Hāua rohe, as agreed between the Parties.
- (c) Exploring opportunities for Ngāti Hāua within KiwiRail for internships and/or training opportunities.
- (d) Investigating the possibility of the return of whenua held by the New Zealand Railways Corporation (and managed by KiwiRail) to Mana Whenua where no longer required for rail purposes (subject to Crown due process and legislative requirements).
- (e) Exploring longer term commercially viable partnership opportunities between Ngāti Hāua organisations and KiwiRail where consistent with KiwiRail's statutory mandates.

6.2 Within six (6) months of signing this Agreement the Parties will meet to instigate the development of the Work Plan. To that extent, the Work Plan:

- (a) will be co-designed by the Parties; and
- (b) may be modified from time to time as agreed between the Parties.

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7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

6.3 The Work Plan shall:

- (a) Identify the work to be done and include an outline of how it meets the Parties objectives;
- (b) Include the person(s) responsible for undertaking the work;
- (c) Detail any funding that may be required to undertake the work;
- (d) Outline the timeframes for that work to be undertaken;
- (e) Detail relevant performance metrics such that the Parties can measure success.

6.4 An initial outline of the Work Plan is included as **Appendix 2** to this Agreement.

6.5 The Parties agree to reviewing the Work Plan on at least an annual basis to ensure enduring relevance. The review of the Work Plan shall be a standing agenda item at the Annual Relationship Meeting (refer clause 8.5).

7. KĀWANATANGA – GOVERNANCE

7.1 The Parties agree there is a “mana ki te mana” relationship Ngāti Hāua and KiwiRail.

7.2 The mana ki te mana relationship in this Agreement is personified by the direct engagement between the trustees and Board of Ngāti Hāua and the Board of KiwiRail. In such a relationship, the mana of the Parties is equal in all respects.

7.3 In addition, the Parties agree there is also a mahi ki te mahi relationship that will drive the establishment of the initial Work Plan, its implementation, monitoring and evaluation, and review.

7.4 At this level, it is anticipated that the Parties will meet more frequently, subject to the mahi described in the Work Plan.

7.5 The Parties further agree:

- (a) reasonable administrative support for mahi ki te mahi hui will be provided by KiwiRail; and
- (b) the Parties may, over certain periods of time, mutually agree not to hold meetings.

8. COMMUNICATION, KEY CONTACTS AND MEETINGS

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

- (a) KiwiRail providing a primary contact person for Ngāti Hāua who will act as a liaison person with other KiwiRail staff;
- (b) Ngāti Hāua providing a primary contact person for KiwiRail who will act as a liaison person with other Ngāti Hāua staff;

DOCUMENTS

7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

8.2 The contact person for the Parties are as follows:

Governance Entity	KiwiRail
[Insert Name]	[Insert Name]
[Email Address]	[Email Address]
[Phone Number]	[Phone Number]

8.3 The Parties will update each other if the contacts above, or their details, change.

8.4 The Parties will engage through the following mechanisms:

- (a) the **Work Plan** as set out in clause 6 of this Agreement;
- (b) an **annual relationship meeting** as set out in clauses 8.5 of this Agreement; and
- (c) **meetings as required** as set out in clause 8.6 of this Agreement.

8.5 **Annual Relationship Meeting**

- (a) The Chief Executives of Ngāti Hāua and KiwiRail (or their nominated representative(s) if the Chief Executive is unavailable) will attend an annual relationship meeting. The purpose of this meeting is to:
 - (i) report on progress in achieving the objectives of the Work Plan in accordance with clause 6 of this Agreement;
 - (ii) mandate such matters as required by the Work Plan or otherwise; and
 - (iii) address any concerns about the relationship as contemplated in this Agreement.
- (b) Before each annual relationship meeting, representatives of the Parties will agree administrative arrangements for the meeting including the agenda.
- (c) KiwiRail will provide administrative support in relation to the annual relationship meetings.
- (d) The first relationship meeting will take place within six (6) months of a written request by Ngāti Hāua.
- (e) Following the first relationship meeting:
 - (i) the Parties may mutually agree not to hold the annual relationship meeting; and
 - (ii) KiwiRail staff will assist Ngāti Hāua with any request for the appropriate Minister to attend an annual relationship meeting or special meeting where both parties agree this is necessary.

DOCUMENTS

7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

8.6 Meetings as Required

- (a) The Parties commit to maintaining an ongoing dialogue through which the Parties:
 - (i) develop and monitor the implementation of the Work Plan;
 - (ii) are kept aware of each other's interests; and
 - (iii) can explore further opportunities for collaboration as they arise.
- (b) This dialogue and collaboration may include meetings as mutually agreed from time to time, between mahi ki te mahi representatives including KiwiRail staff and representatives of Ngāti Hāua. This may occur at different levels as required to advance the Work Plan.
- (c) The Parties will make their best endeavours to attend meetings requested by any one of them, subject to resourcing and work programme requirements.
- (d) Where such further meetings are required, KiwiRail will endeavour to provide administrative support.

9. INFORMATION SHARING

9.1 The Parties agree that:

- (a) There is mutual benefit in the sharing of relevant data and information exchange;
- (b) Ngāti Hāua consider that any data that is about or from the people, language, culture, resources or environment of Ngāti Hāua is a taonga to Ngāti Hāua;
- (c) Any data or information that is shared by the Parties will be appropriately managed to maintain trust between the Parties, to protect the privacy of Ngāti Hāua and others; and
- (d) In sharing data or information, the Parties will take into account the Principles of Māori Data Sovereignty Brief (as developed by Te Mana Raraunga in October 2018, attached as **Appendix 3**).
- (e) The parties will also keep safe, confidential, and prevent unauthorised use and disclosure of, any confidential information provided by the other party and, will only disclose that confidential information to those representatives and advisers who need to know the confidential information for the purposes of the decision making on a project or workplan. Each party will direct such representatives and advisers to keep such information confidential and not to disclose or use it except in accordance with this Agreement.

9.2 KiwiRail are committed to:

- (a) Sharing meaningful and relevant details of their ongoing work programmes for the purpose of informing Ngāti Hāua of their current activities and for seeking out further opportunities to partner for shared outcomes;

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7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

- (b) Providing up-to-date information about changes to their work programmes in a transparent and timely manner;
- (c) Providing relevant details and updates on individual initiatives, programmes and contracted services that may be beneficial to advancing the principles of this Agreement.

10. MĀTAURANGA / TRADITIONAL KNOWLEDGE

- 10.1 The Parties acknowledge and agree that neither of the Parties will have any ownership rights in relation to traditional knowledge, mātauranga Māori or the tikanga of any hapū, whānau or iwi (**Mātauranga**) that is used, relied on or derived from in connection with this Agreement, including (without limitation) any intellectual property rights in, or that rely on, or derive from, Mātauranga.

11. COST ALLOCATION

- 11.1 The Parties shall use best endeavours, on a case-by-case basis, to determine the relative share of costs to attend hui and deliver on the Work Plan. This shall be outlined in the Work Plan.

12. RELATIONSHIP BETWEEN THIS AGREEMENT AND OTHER AGREEMENTS

- 12.1 This Agreement complements and enhances any existing or future relationships and accords.
- 12.2 For the sake of completeness, the Parties acknowledge the Right of First Refusal (RFR) between Ngāti Hāua and KiwiRail detailed in the Ngāti Hāua Deed of Settlement with the Crown. A copy of this RFR Map attached as **Appendix 3**.

13. LIMITATION

- 13.1 Nothing in this Agreement displaces existing arrangements between the Parties or any other iwi, hapū or whānau group, whether or not they be affiliated with Ngāti Hāua.
- 13.2 In accordance with the aspirations and values described in clause 4, nothing in this Agreement precludes either Party from agreeing to explore opportunities beyond the express terms of this Agreement.

14. SPECIAL CONDITIONS

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

15. OFFICIAL INFORMATION

- 15.1 KiwiRail is subject to the requirements of the Official Information Act 1982 (**OIA**).
- 15.2 KiwiRail and its Ministers may be required in accordance with the OIA to disclose information that it holds relating to this Agreement (e.g. relationship meeting minutes), in which case they will only disclose such information as they are required to by law.
- 15.3 KiwiRail will notify Ngāti Hāua and seek its views before releasing any information relating to this Agreement. To avoid doubt, any comments Ngāti Hāua wishes to make

DOCUMENTS

7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

must be provided to KiwiRail in a timely fashion, so that KiwiRail is able to meet the statutory timeframes for responding to the relevant request for information.

16. DISPUTE RESOLUTION

16.1 Any issues or concerns arising out of this Agreement will be resolved by the contact persons at clause 8.2 in the first instance. If issues escalate, the Parties commit to a tikanga based kanohi ki te kanohi discussion between those at an appropriate management level. If issues remain unresolved then the Parties commit to a kanohi ki te kanohi discussion between their respective Chief Executives that respects, and is in accordance with, the principles set out at clause 4 of this Agreement.

16.2 The Parties also commit to a resolution process that:

- (a) Enhances and promotes the mana and integrity of each Party;
- (b) Is open and transparent;
- (c) Promotes whanaungatanga, manaakitanga and kotahitanga; and
- (d) Applies kōrero rangatira (open, principled, trustworthy dialogue by rangatira with authority to commit their organisation).

17. REVIEW AND AMENDMENT

17.1 By mutual agreement, the Parties may agree to review the operation of this Agreement.

17.2 Any agreed variation is to be recorded in writing, executed and documented accordingly.

SIGNED for an on behalf of the board of)
KIWIRAIL by the board Chair)

in the presence of:)

ROB JAGER

Signature of Witness

Witness Name

Occupation

Address

DOCUMENTS

7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

SIGNED for and on behalf of the trustees of)
Ngāti Hāua by the Chair in the presence of:)
)
)

_____)
[NAME]

Signature of Witness

Witness Name

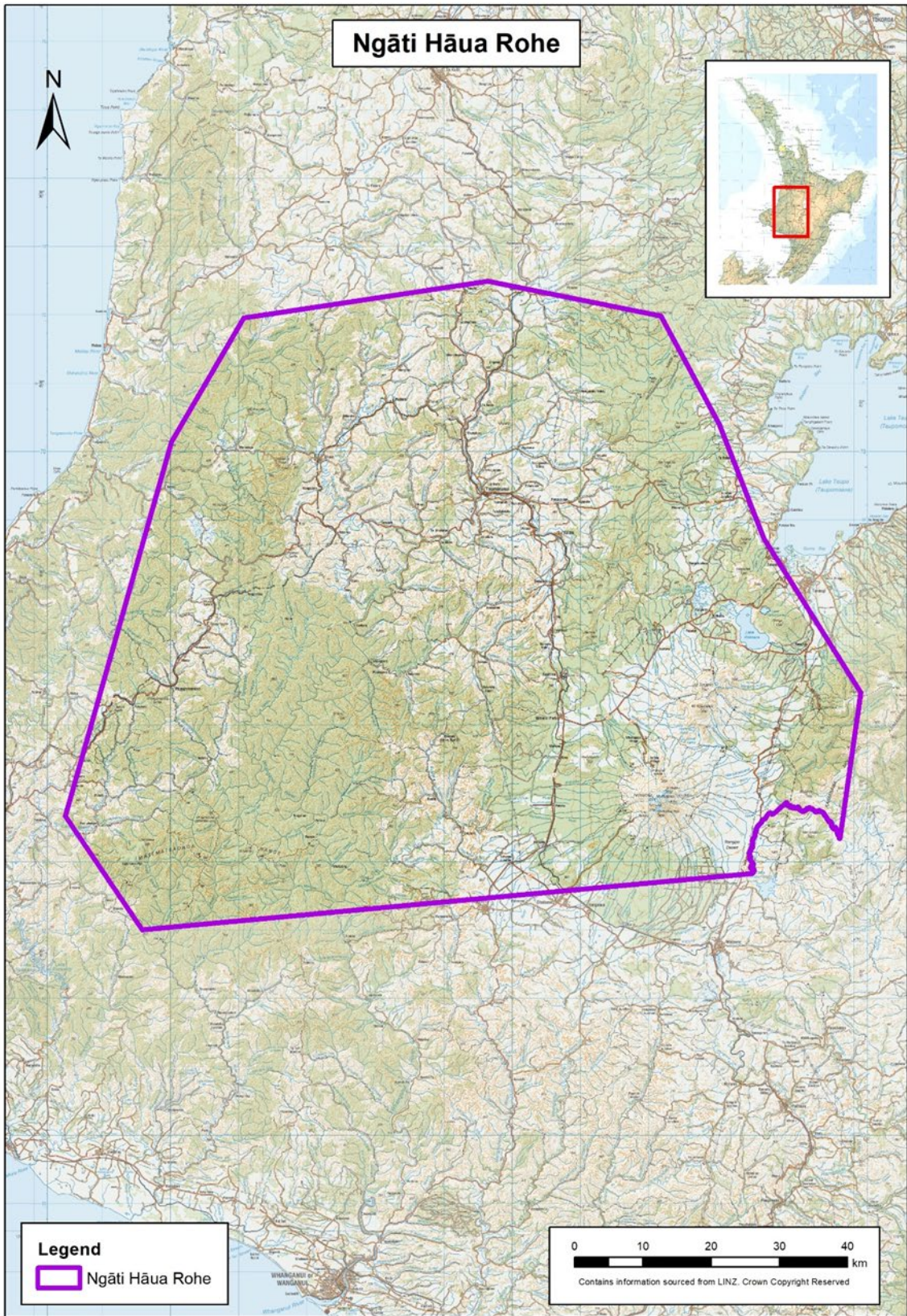
Occupation

Address

DOCUMENTS

7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

APPENDIX 1 - NGĀTI HĀUA ROHE MAP



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DOCUMENTS

7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

APPENDIX 2 – INDICATIVE WORK PLAN

1. WORK PLAN PERIOD

[To specify the period of the Work Plan]

2. HUI SCHEDULE

[Schedule out proposed Hui at Board, CE and Kaimahi levels]

3. PROPOSED WORK PLAN

TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA WORK PLAN

WHAKATŌPŪ			
PEOPLE			
Task	Due Date	Ngāti Hāua Contact	KiwiRail Contact
CULTURE			

WHAKARANEA			
INFRASTRUCTURE			
Task	Due Date	XXX Contact	KiwiRail Contact
KiwiRail will regularly advise and update XXX in respect of works happening in the rohe of XXX, including, but not limited to, any particular issues with level crossings, fencing or other safety issues			
The Parties will identify opportunities to work together on infrastructure projects, including, but not limited to, level crossings, bridges, fencing, signage			

DOCUMENTS

7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

PROPERTY			
KiwiRail will provide XXX with its mapping of the whenua within the Rohe			
KiwiRail will investigate and, where no longer required for rail freight, passenger rail or related customer property logistics operations, support (subject to Crown due process) the return of land held by the New Zealand Railways Corporation (and managed by KiwiRail) to XXX			
The Parties will identify opportunities to partner on commercial opportunities			
Where railway is in close proximity to marae, the Parties will determine how best to improve safety mechanisms to ensure marae are enabled to operate safely			

4. WORK PLAN BUDGET

[Detail and assign costs – including any contributions to attend hui]

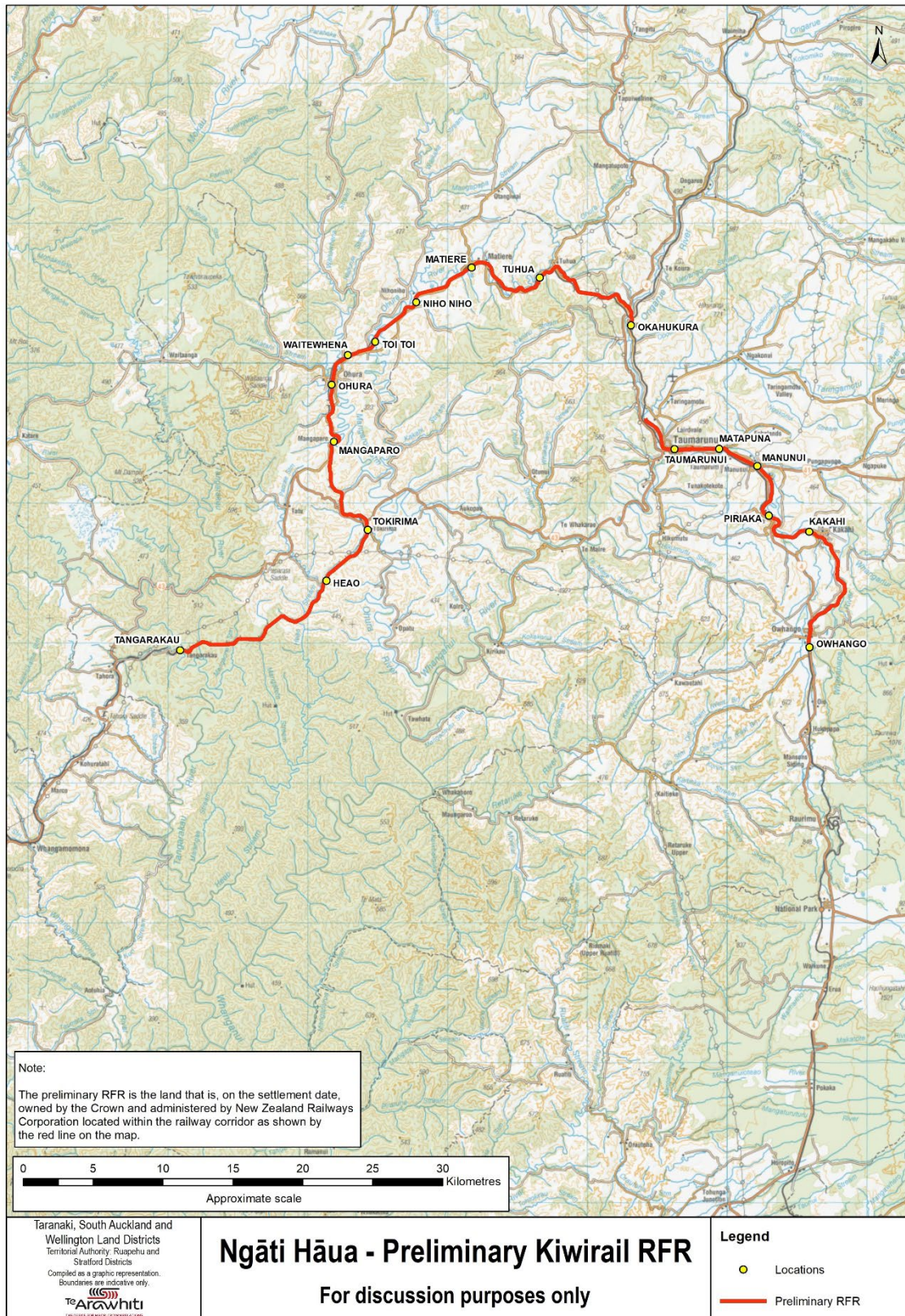
5. APPROVALS

[Outline the approval process]

DOCUMENTS

7.12: TE WHENU O TE REREWHENUA A MOTU KI NGĀTI HĀUA - KIWIRAIL

APPENDIX 3 - NGĀTI HĀUA RFR MAP]



DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

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

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [X] between the trustees of Te Whiringa Kākaho o Ngāti Hāua (**Governance Entity**) and the Crown (the **Deed of Settlement**), the Crown agreed that the Minister for Resources (the **Minister**) would issue a Protocol (the **Protocol**) setting out how the Ministry of Business, Innovation and Employment (the **Ministry**) will consult with the Governance Entity on matters specified in the Protocol.
- 1.2 Both the Ministry and Ngāti Hāua are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the **Act**) requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that Te Whiringa Kākaho o Ngāti Hāua is the governance entity of the Ngāti Hāua and represents the Ngāti Hāua.
- 1.5 Ngāti Hāua are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Ngāti Hāua and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 The Governance Entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

- 3.1 This Protocol applies to the area shown on the map in Appendix A and does not go beyond the sovereign territory of New Zealand.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [26] to [30] (the **“Settlement Legislation”**) that implements clauses [9.14 to 9.17] of the 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.

DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

5 CONSULTATION

5.1 The Minister will ensure that the Governance Entity is consulted by the Ministry:

New minerals programmes

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

Petroleum exploration permit block offers

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

Other petroleum permit applications

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

Amendments to petroleum permits

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

Permit block offers for Crown owned minerals other than petroleum

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

Other permit applications for Crown owned minerals other than petroleum

- (f) when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 5.1(e) or where the application relates to newly available acreage;

DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

Newly available acreage

- (g) 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 Protocol Area;

Amendments to permits for Crown owned minerals other than petroleum

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

Gold fossicking areas

- (i) 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 Protocol Area.

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

6 IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with the Governance Entity in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of Ngāti Hāua.

- 6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with Ngāti Hāua in each case are:

- (a) ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
- (b) providing the Governance Entity with sufficient information to make informed decisions and submissions;
- (c) ensuring that sufficient time is given for the participation of the Governance Entity in the decision-making process and to enable it to prepare its submissions; and
- (d) ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of Ngāti Hāua.

7 DEFINITIONS

- 7.1 In this Protocol:

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

DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

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

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

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

Deed of Settlement means the Deed of Settlement dated [X] between the Crown and Ngāti Hāua;

[Hapū has the meaning set out in clause [12.7] of the Deed of Settlement;]

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

Minister means the Minister for Resources;

Ministry means the Ministry of Business, Innovation and Employment;

newly available acreage is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013

petroleum means—

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

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

protocol means a statement in writing, issued by the Crown through the Minister to Ngāti Hāua under the Settlement Legislation and the Deed of Settlement and includes this Protocol; and

Ngāti Hāua has the meaning set out in clause [X] of the Deed of Settlement;

DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

Settlement Legislation means the Claims Settlement Act .

DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

ISSUED ON [X]

SIGNED for and on behalf of

THE SOVEREIGN

in right of New Zealand by

the Minister for Resources.

WITNESS

Name _____

Occupation _____

Address _____

DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

<p>ATTACHMENT A PROTOCOL AREA MAP</p>
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DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

1. Amendment and cancellation

- 1.1 The Minister or the Governance Entity may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and the Governance Entity.

2. Noting

- 2.1 A summary of the terms of this Protocol must be added:
 - 2.1.1 in a register of protocols maintained by the chief executive; and
 - 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;but the addition:
 - 2.1.3 is for the purpose of public notice only; and
 - 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [30(2)]).

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 (including the Crown Minerals Act 1991) and government policy, including:
 - (a) introducing legislation; or
 - (b) changing government policy; or
 - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section [28]); or
 - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Ngāti Hāua or a representative entity (section [28]); or
 - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [30(3)]); or

DOCUMENTS

7.13: CROWN MINERALS PROTOCOL

- 3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [X]).]
- 3.2 In this summary of the Terms of Issue, “Governance Entity” has the same meaning as it has in the Deed of Settlement.
- 4. Breach**
 - 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [29(3)]).
 - 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [29(2)]).

DOCUMENTS

**7.14: TE WHENU O TE MANATŪ TAONGA – THE STRAND OF
CULTURE AND HERITAGE (WHAKAAETANGA TIAKI TAONGA)**

DOCUMENTS

**7.14: TE WHENU O TE MANATŪ TAONGA – THE STRAND OF CULTURE AND HERITAGE
(WHAKAAETANGA TIAKI TAONGA)**

TE TĀTAIRANGO O TE KARAUNA KI NGĀTI HĀUA

TE WHENU O TE ARA TAONGA

Whakaaetanga Tiaki Taonga

Relationship Agreement between the Culture and Heritage agencies and [PSGE]

DATE: [TBC]

DOCUMENTS

**7.14: TE WHENU O TE MANATŪ TAONGA – THE STRAND OF CULTURE AND HERITAGE
(WHAKAAETANGA TIAKI TAONGA)**

TIMATATANGA

Ruruku te rangi

Tēnei te rangi ka ū ka mou

Ko te ruruku i rukutia ai

Ko Ranginui e tū nei

Tēnei te ruruku ka ū ka mau

Ko te ruruku o tēnei whenua

I rukutia kutikuti pekapeka

Ko Papatūānuku e takoto nei

Tēnei te ruruku ka ū ka tāmoua ki ngā taurira

He ruruku ki tēnei matua iwi

He ruruku ki tēnei hononga e hai!

E rongō whakairihia ki runga, ki runga hai

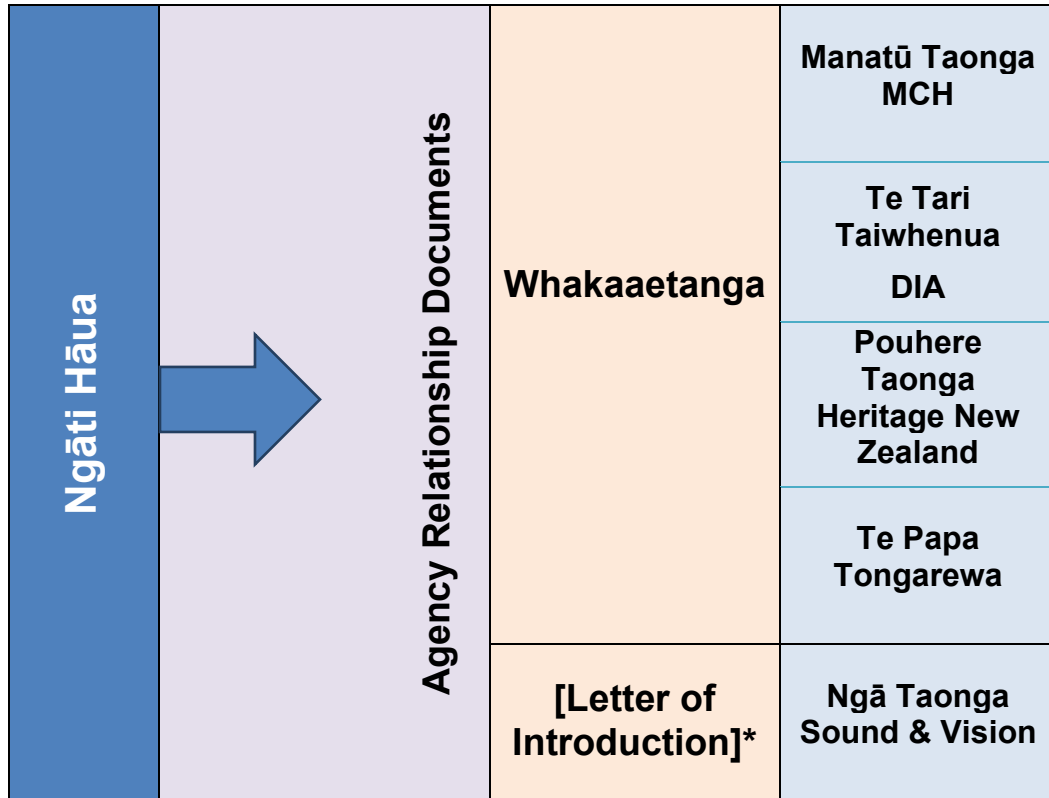
Turuturu o whiti whakamaua kia tina

Haumie, hui, taiki e!

DOCUMENTS

7.14: TE WHENU O TE MANATŪ TAONGA – THE STRAND OF CULTURE AND HERITAGE
(WHAKAAETANGA TIAKI TAONGA)

Whakaaetanga Tiaki Taonga - Overarching Relationship Agreement



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

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

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

DOCUMENTS

**7.14: TE WHENU O TE MANATŪ TAONGA – THE STRAND OF CULTURE AND HERITAGE
(WHAKAAETANGA TIAKI TAONGA)**

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1. WHAKAAETANGA TIAKI TAONGA

Te Whare o Hāua

Ko Te Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our
future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

- 1.1 The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.
- 1.2 Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

- 1.3 Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.
- 1.4 Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with tikanga.
- 1.5 **Te Pou Tikanga / Ngāti Hāua Values:** Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.
- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.

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- (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
- (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
- (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
- (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
- (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
- (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

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

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

For the purposes of this Whakaaetanga the [[PSGE] is the body representative of Ngāti Hāua who have an interest in the matters covered under this Whakaaetanga. This derives from the status of the [PSGE] as tangata whenua in the Iwi Area of Interest and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

For the purposes of this Whakaaetanga, the DIA (as the agency responsible for the National Library and Archives New Zealand), Te Papa, Pouhere Taonga and MCH are referred to as the “Culture and Heritage Parties.”

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

Introduction

Under the Deed of Settlement dated [X] between Ngāti Hāua and the Crown (the “Deed of Settlement”), the Parties agreed to the development of a:

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**7.14: TE WHENU O TE MANATŪ TAONGA – THE STRAND OF CULTURE AND HERITAGE
(WHAKAAETANGA TIAKI TAONGA)**

1. Whakaaetanga between the Culture and Heritage Parties and the [PSGE] to facilitate:
 - 1.1. the care, management, access, use, development and revitalisation of Ngāti Hāua taonga; and
 - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Hāua.
2. The Parties have entered into this Whakaaetanga consistently with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.
3. The Parties wish to record in this Whakaaetanga their common commitment relating to the care and management, use, development, and revitalisation of, and access to, Ngāti Hāua taonga (whether held by Ngāti Hāua whānau and hapū, MCH, Te Papa or the agencies responsible for the National Library and Archives New Zealand or if it is all of them refer to Culture and Heritage Parties).
4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation, and conservation of the historical and cultural heritage of Ngāti Hāua.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of [PSGE].

Purpose

6. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngāti Hāua taonga, (whether held by Ngāti Hāua whānau and hapū, MCH, Te Papa or the agencies responsible for the National Library and Archives New Zealand or if it is all of them refer to Culture and Heritage Parties).
7. Those Parties who have responsibilities for taonga recognise the following, which will guide them in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the joint work plans:
 - 7.1. the significance of Ngāti Hāua taonga to the maintenance and development of Ngāti Hāua culture and to enriching the cultural life of New Zealand;
 - 7.2. that Ngāti Hāua taonga is held and looked after by Ngāti Hāua whānau and hapū, and also by the Culture and Heritage Parties to this Whakaaetanga;
 - 7.3. the mana motuhake and cultural and spiritual authority of Ngāti Hāua in relation to Ngāti Hāua taonga;
 - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Ngāti Hāua in the care and management, use, development and revitalisation of, and access to, Ngāti Hāua taonga is required as agreed in the joint work plans;
 - 7.5. that innovative and technological solutions are required to provide opportunities for the youthful population of Ngāti Hāua, and any of that population who are living outside the traditional tribal rohe, to connect with Ngāti Hāua culture and identity; and

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- 7.6. the need for an enduring and collaborative relationship to be developed between [PSGE] and the Culture and Heritage Parties.
8. Pouhere Taonga recognises the following which will guide it in giving effect to the purpose of this Whakaaetanga and will be discussed as part of the development of the work plans:
 - 8.1. the significance of wāhi tapu and wāhi tūpuna, land-based Māori heritage, structures and monuments to enriching the cultural life of New Zealand; the significance that place-based taonga such as marae, wāhi tapu and wāhi tūpuna, ancestral footprints in archaeology, and others have for iwi/hapū and the cultural life of New Zealand;
 - 8.2. that said place-based taonga are looked after by Ngāti Hāua whānau and hapū;
 - 8.3. the mana motuhake and cultural and spiritual authority of Ngāti Hāua in relation to their place-based taonga
 - 8.4. that active and meaningful engagement by the Pouhere Taonga with Ngāti Hāua the identification, protection, preservation and conservation of their place-based taonga are required as agreed in the work plans; and
 - 8.5. the need for an enduring and collaborative relationship to be developed between the [PSGE] and Pouhere Taonga.

Vision

9. The Culture and Heritage Parties recognise and respect the vision of Ngāti Hāua which is described in Appendix E. This vision and these aspirations will be periodically reviewed and amended by [PSGE] after settlement as circumstances evolve. This vision is underpinned by Te Pou Tikanga and He Piko o Rauru, the foundation posts which underpin the tino rangatiratanga of Ngāti Hāua and their vision for the future:
 - 9.1. Ngāti Hāuatanga: Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
 - 9.2. Riri Kore: Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
 - 9.3. Rongo Niu: Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
 - 9.4. Rangitengaue: Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
 - 9.5. Kokako: Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
 - 9.6. Tapaka: He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.

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- 9.7. Tamahina: Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).
10. This vision is intended to facilitate access to Ngāti Hāua taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Ngāti Hāua historical and cultural heritage.
11. The vision of [PSGE] is built upon the already existing relationships between Ngāti Hāua and the Culture and Heritage Parties. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving, and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting, and preserving wāhi tapu, wāhi tūpuna and land-based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.
12. Ngāti Hāua seeks to work with the Culture and Heritage Parties to assist Ngāti Hāua to achieve its strategic goals including Ngāti Hāua's aspirations outlined in He Piko o Rauru (attached as Appendix E).

Principles

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

Effect

15. The requirements of the Whakaaetanga are aspirational and non-binding. The Parties acknowledge that while this Whakaaetanga is not intended to constitute a contract, that is enforceable in law between the Parties, the Parties are committed to working together in good faith in accordance with this Whakaaetanga.

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16. Appendix B (The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu) of the Whakaaetanga is issued pursuant to section [27(2)] of the [Ngāti Hāua Settlement Act YEAR] (“the Settlement Legislation”) that implements the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement. Appendix B is legally enforceable under the Settlement Legislation.
17. For the avoidance of doubt, the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.
18. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.
19. [PSGE] acknowledges that all agreements and commitments contained in this Whakaaetanga are subject to legislative rights and obligations under which the respective Culture and Heritage Parties operate and the terms upon which specific taonga are held by the Culture and Heritage Parties.

Development of specific pieces of work

20. When requested by the [PSGE], each of the Culture and Heritage Parties will confirm joint work plans (work plans) with [PSGE] in relation to matters consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:
 - 20.1. provide the detail of the commitments agreed by [PSGE] and each respective Culture and Heritage Party;
 - 20.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 20.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 20.4. identify a process for resolving any issues or disputes;
 - 20.5. identify key contact persons for the parties;
 - 20.6. provide for mutually agreed outcomes; and
 - 20.7. provide for the work plans to be reviewed at the annual meeting.
21. Final topics for the work plans will be mutually agreed by [PSGE] and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
22. When developing work plans Culture and Heritage Parties may invite any other party to be involved in discussions about the work plan. The Culture and Heritage Parties will engage with [PSGE] before issuing any such invitation.

Work Plan Topics Shared by all Parties

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

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- 23.1. Care and Management of Ngāti Hāua taonga held by Culture and Heritage Parties and of land based Māori heritage structures and monuments:
- (a) to provide access, advice and guidance on taonga and cultural heritage issues;
 - (b) to work collaboratively with [PSGE] as far as reasonably practicable, to develop and maintain inventories for Ngāti Hāua taonga;
 - (c) to work collaboratively with [PSGE] to research Ngāti Hāua taonga;
 - (d) to work with [PSGE] to develop metadata for Ngāti Hāua taonga;
 - (e) to work collaboratively with [PSGE] on taonga care, management, and storage;
 - (f) to develop mutually beneficial research projects that enhance the understanding of Ngāti Hāua taonga and Ngāti Hāua culture;
 - (g) to work in good faith with [PSGE] to support and facilitate the identification and repatriation of Ngāti Hāua taonga held in overseas museums or institutions;
 - (h) to work collaboratively with [PSGE] on the identification, preservation and protection of their land based Māori heritage, structures and monuments.
- 23.2. Sharing knowledge and expertise associated with Ngāti Hāua cultural heritage in order to:
- (a) share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
 - (b) share information on database use and research methodologies specific to, or that can be applied towards Ngāti Hāua taonga;
 - (c) work together on exhibition planning processes and related activities specific to Ngāti Hāua taonga;
 - (d) seek advice from [PSGE] regarding specific policy and tikanga guidance as it relates to Ngāti Hāua taonga; and
 - (e) share information on the preservation and protection of land based Māori heritage, structures and monuments.
- 23.3. Opportunities for increased learning and capacity building relating to Ngāti Hāua taonga through:
- (a) conservation and training in Taonga and structure preservation;
 - (b) collection management systems;
 - (c) digitisation initiatives;
 - (d) procurement opportunities; and

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(e) training and development, with possible internships.

24. Final topics for the work plans will be mutually agreed by [PSGE] and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the Parties. Appendix A and B of this Whakaaetanga include potential topics for work plans between [PSGE] and each of the Culture and Heritage Parties.

Ongoing Relationships

25. The Parties agree to meet (“hui of the Parties”) on a bi-annual basis, or if requested by either party, at a date to be mutually agreed.

26. The purpose of these hui, to:

26.1. Review and refresh joint work programmes and agreed priorities;

26.2. Review Culture and Heritage Parties procurement contracts within the Ngāti Hāua rohe, with the intention of growing the share of those contracts being delivered by locally owned businesses; and

26.3. Review Culture and Heritage Parties procurement contracts for opportunities for Ngāti Hāua businesses under the Crown’s progressive procurement policy.

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

28. Each party will meet its own cost of attending the hui of the Parties.

Communication

29. The Parties commit to:

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

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

29.3. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Whakaaetanga and the practical tasks which flow from it;

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

29.5. include a copy of this Whakaaetanga on the Culture and Heritage Parties’ websites.

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

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Changes to Policy and Legislation Affecting this Whakaaetanga

31. In addition to the specific commitments in this Whakaaetanga, the Culture and Heritage Parties will consult, wherever practicable, with the [PSGE] on legislative and policy development or review which potentially affects Ngāti Hāua taonga and provide for opportunities for the [PSGE] to contribute to such developments.
32. If any of the Culture and Heritage Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Culture and Heritage Parties operate, and which impacts on the purpose of this Whakaaetanga, the Culture and Heritage Parties shall:
 - 32.1. notify the [PSGE] of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
 - 32.2. make available to the [PSGE] the information provided to Māori as part of the consultation process referred to in this clause;
 - 32.3. use best endeavours to discuss options to resolve concerns; and
 - 32.4. advise the [PSGE] of the final outcome of any such consultation.
33. Where the Culture and Heritage Parties are required to consult under this Whakaaetanga, the basic principles that will be followed in consulting with [PSGE] trustees in each case are:
 - 33.1. ensuring that [PSGE] trustees are consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage party of the proposal or issues to be the subject of the consultation;
 - 33.2. providing [PSGE] trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of the consultation;
 - 33.3. ensuring that sufficient time is given for the participation of [PSGE] trustees in the decision making process including the preparation of submissions by [PSGE] trustees in relation to any of the matters that are the subject of the consultation;
 - 33.4. ensuring that the Culture and Heritage party will approach the consultation with [PSGE] trustees with an open mind, and will genuinely consider the submissions of [PSGE] trustees in relation to any of the matters that are the subject of the consultation; and
 - 33.5. reporting back to [PSGE] trustees, either in writing or in person, in regard to any decisions made that relate to that consultation.

Dispute Resolution

34. In the event that the parties cannot agree on the interpretation or implementation of this Whakaaetanga, or agree revised terms following a review of the Whakaaetanga, then a meeting will be convened between the [PSGE] and the Chief Executive of, or relevant

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Minister for, the Culture and Heritage Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board). Any Party that makes a request for a meeting will give one months' notice to the other parties.

35. Where the dispute has not been resolved within a reasonable period of time through a meeting under [clause 32] then either party may require the dispute to be referred to mediation as follows:
 - 35.1. the party requiring the dispute to be referred to mediation must provide written notice to the other party or parties.
 - 35.2. the parties will seek to agree upon a mediator and, failing agreement within 15 working days of the date of the notice described in [clause 33.1] mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
 - (a) familiar with tikanga based dispute resolution; and
 - (b) independent of the dispute.
 - 35.3. the mediator will not have the power to determine the dispute, but may offer advice of a non-binding nature.
36. Where a mediator is appointed through the process described in [clause 24], the costs of the mediation will be met jointly by the Parties.

Review Provision

37. This Whakaaetanga will be reviewed by the Parties from time to time as agreed by the Parties, including where there is a change or a proposed change to the legislation or policy relevant to the Culture and Heritage Parties that have the potential to affect the matters included in this Whakaaetanga. This review will take place at the hui of the Parties, to ensure that the vision, principles and commitments entered into in the Whakaaetanga remain relevant and continue to capture the purpose of the Whakaaetanga.
38. The Parties will negotiate any amendments to provisions at a hui of the Parties referred to at [clause 24] and may sign an amended Whakaaetanga that reflects the changes which will take effect upon signing.

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Definitions

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

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7.14: TE WHENU O TE MANATŪ TAONGA – THE STRAND OF CULTURE AND HERITAGE
(WHAKAAETANGA TIAKI TAONGA)

[Issued on XX XX XXXX]

Signing parties

(Name)

Chief Executive

[PSGE]

Date:

WITNESS

Name:

Occupation:

Address:

Paul James

Chief Executive

Te Tari Taiwhenua Department of Internal Affairs

Date:

WITNESS

Name:

Occupation:

Address:

Leaunae Laulu Mac Mac Leauanae

Secretary and Chief Executive

Ministry for Culture and Heritage Manatū Taonga

Date:

WITNESS

Name:

Occupation:

Address:

Courtney Johnston

Tumu Whakarae, Chief Executive

Museum of New Zealand Te Papa Tongarewa

Date:

WITNESS

Name:

Occupation:

Address:

Arapata Hakiwai

Kaihautū

Museum of New Zealand Te Papa Tongarewa

Date:

WITNESS

Name:

Occupation:

Address:

Andrew Coleman

Chief Executive

Heritage New Zealand Pouhere Taonga

Date:

WITNESS

Name:

Occupation:

Address:

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APPENDIX A: WORK PLAN TOPICS SPECIFIC TO CULTURE AND HERITAGE PARTIES

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

Te Tari Taiwhenua Department of Internal Affairs

National Library Te Puna Mātauranga o Aotearoa

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

Archives New Zealand Te Rua Mahara o Te Kāwanatanga

3. Collaborative Care and Management of Taonga:
 - (a) to work with [PSGE] to develop processes to record what material relating to Ngāti Hāua taonga is being accessed from the collections;
 - (b) to work with [PSGE] to develop protocols concerning use of and access to materials relating to Ngāti Hāua taonga;
 - (c) The Chief Archivist will facilitate, where possible, the engagement of public offices with (the Settled Iwi) to identify and arrange for the discharge of any taonga records relevant to the (the Settled Iwi) which are scheduled for disposal and are not required for retention as part of the permanent Government record; and

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- (d) to develop a process to provide information to [PSGE] on the type of research being conducted when Ngāti Hāua taonga are being accessed.
- 4. Monitoring delivery of service:
 - (a) to develop processes to monitor the effectiveness of the relationship with and services to [PSGE] in achieving outcomes mutually agreed in the work plans.
- 5. Analysis and reporting:
 - (a) to prepare and prioritise a list of key questions to ask regularly in written reports to [PSGE] which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
- 6. Advice for public offices and local authorities on access to Ngāti Hāua taonga:
 - (a) to consult with [PSGE] and advise public offices and local authorities, on best practice in making access decisions for access to Ngāti Hāua taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

- 7. To work with [PSGE] consistent with the principle of Mana Taonga which:
 - (a) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Museum of New Zealand Te Papa Tongarewa's ("Te Papa") collections a special connection to the marae – Rongomaraeroa; and
 - (b) shapes and informs many of Te Papa's activities and provides guidance for staff in the research, care, and management of taonga.
 - (c) Promote the return of Ngāti Hāua taonga to Ngāti Hāua, wherever possible.
- 8. Collaborative Care and Management of Taonga:
 - (a) to develop and maintain an inventory of Ngāti Hāua taonga held at Te Papa;
 - (b) to work with [PSGE] to develop exhibition opportunities; and
 - (c) to provide opportunities to promote Ngāti Hāua artists at Te Papa.
- 9. To provide Ngāti Hāua the opportunity to share their mātauranga regarding key activities and events at Te Papa:
 - (a) to recognise the [PSGE] as an iwi authority for Ngāti Hāua in relation to taonga issues; and
 - (b) to consult with [PSGE] regarding, and provide Ngāti Hāua with the opportunity to acquire, Ngāti Hāua taonga that may be deaccessioned by Te Papa.
- 10. Sharing knowledge and expertise associated with Ngāti Hāua cultural heritage kaupapa:
 - (a) to share knowledge and expertise associated with Ngāti Hāua cultural heritage kaupapa, including the following:

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- (i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;
- (ii) Visitor Market Research & Evaluation methodology and data;
- (iii) Ngāti Hāua taonga held overseas;
- (b) to actively facilitate Ngāti Hāua relationships with New Zealand and international museums, galleries and heritage organisations; and
- (c) to actively facilitate opportunities for access and reconnection of [PSGE]Ngāti Hāua taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations:

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

Pouhere Taonga Heritage New Zealand– Māori Heritage

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

Whakaoranga Taonga Marae - Māori Buildings Conservation Programme

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

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Mahi Hura Whenua - Māori Heritage and Archaeology

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

Mahi Rārangi Kōrero - Māori Heritage and the List

16. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero (“the List”) recognises historic places, historic areas, Wāhi Tapu, Wāhi Tapu areas and Wāhi Tūpuna that are significant to the heritage of Aotearoa / New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plans can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:
- (a) liaise and engage with relevant iwi/hapū and hāpori and interested groups, e.g. landowners, local authorities, government departments;
 - (b) specifically prepare Māori heritage proposals for entry on the List, researching the history and significance to iwi/hapū of their taonga places; and
 - (c) work with iwi/hapū and relevant groups towards the long term conservation, and protection of Māori heritage places, in particular through district planning mechanisms if this is deemed appropriate and conservation advice.

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APPENDIX B: THE ROLE OF MANATŪ TAONGA - MINISTRY FOR CULTURE AND HERITAGE IN RELATION TO TAONGA TŪTURU

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

Relationship Principles

2. [PSGE], the Minister and the Chief Executive agree to abide by the relationship principles set out in [clauses 13 and 14] of this Whakaaetanga when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

Whakaaetanga Provisions

3. The Ministry for Culture and Heritage (“MCH”) agrees to comply with all of its obligations to [PSGE] set out in the body of the Whakaaetanga.

Protected Objects Act 1975

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

Notification of Taonga Tūturu

6. From the date this Whakaaetanga is issued the Chief Executive will:
 - (a) notify [PSGE] in writing of any Taonga Tūturu found within the Area or identified as being of Ngāti Hāua origin found anywhere else in New Zealand;
 - (b) provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Ngāti Hāua origin found anywhere else in New Zealand;
 - (c) notify [PSGE] in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Ngāti Hāua origin found anywhere else in New Zealand;

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- (d) notify [PSGE] in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Ngāti Hāua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- (e) notify [PSGE] in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Ngāti Hāua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in the area or identified as being of Ngāti Hāua origin found elsewhere in New Zealand

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

Custody of Taonga Tūturu found in the area or identified as being of Ngāti Hāua origin found elsewhere in New Zealand

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

Export Applications - Expert Examiners

- 11. For the purpose of seeking an expert opinion from [PSGE] trustees on any export applications to remove any Taonga Tūturu of Ngāti Hāua origin from New Zealand, the Chief Executive will register [PSGE] trustees on the MCH Register of Expert Examiners.

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

The role of the Minister under The Protected Objects Act 1975

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

Registration as a collector of Ngā Taonga Tūturu

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

Board Appointments

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

National Monuments, War Graves and Historic Graves

17. The Chief Executive shall seek and consider the views of [PSGE] trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to the interests of Ngāti Hāua.
18. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the [PSGE], which the Chief Executive considers complies with the MCH's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a

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result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

History Publications relating to Ngāti Hāua

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

Provision of cultural and/or spiritual practices and professional services

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

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APPENDIX C: BACKGROUND INFORMATION OF THE AGENCIES

Te Tari Taiwhenua (Department of Internal Affairs)

1. Te Tari Taiwhenua Department of Internal Affairs (“the Department”) is the oldest government department and has been part of the fabric of New Zealand’s Public Service since the signing of the Treaty of Waitangi.
2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. It works towards ensuring oranga hapū, iwi and Māori is improved through an enduring, equitable and positive Māori-Crown partnership; and that iwi, hapū and communities across New Zealand are safe, resilient and thriving.
3. The Department is responsible to several Ministers administering one vote across multiple portfolios. Our portfolios currently include Internal Affairs, Ministerial Services, Racing, Local Government, the Community and Voluntary sector, National Library, Archives New Zealand and the Chief Information Office.
4. The Minister of Internal Affairs oversees the Government’s ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
5. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates people’s activity, encourages compliance and enforces the law;
 - (d) monitors performance; and
 - (e) currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
6. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs became accountable for the functions of the National Library and of Archives New Zealand.
7. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in this Whakaaetanga in relation to the functions of the National Library and Archives New Zealand, and will have an important role in managing the overall relationship with Ngāti Hāua.

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

8. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act,

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the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:

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

Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

10. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
11. Archives New Zealand works to achieve the following outcomes:
 - (a) Full and accurate records are kept by public sector agencies;
 - (b) Public archives are preserved and well-managed; and
 - (c) Public archives are accessible and used.
12. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards.
13. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of information. These records form the record of each government administration.
14. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is

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held in Archives New Zealand’s repositories in Auckland, Wellington, Christchurch and Dunedin.

15. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand’s four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
16. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department’s role and responsibility. The regional offices provide local communities with access to records of local significance. Together we support government recordkeeping and Māori, iwi and hapū with the care and management of archives.

Museum of New Zealand Te Papa Tongarewa (Te Papa)

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

Manatū Taonga – Ministry for Culture and Heritage

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

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22. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.
23. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand’s culture and kaitiaki of New Zealand’s taonga. The Ministry’s work prioritises cultural outcomes and also supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
24. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

Heritage New Zealand Pouhere Taonga

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

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APPENDIX D: NGĀTI HĀUA AREA OF INTEREST

[INSERT MAP]

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APPENDIX E : HE PIKO O RAURU (MĀUI) FRAMEWORK

POU	Ngāti Hāuatanga	Riri Kore	Rangitengaue	Rongo Niu	Kokako	Tapaka
Values	<i>Kia toitu te mana whakauu na Ngāti Hāua.</i> To ensure the survival of the Ngāti Hāua Iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa te Piharau, ano te Piharau e Whakatika</i> Ngāti Hāua Iwi Solutions for Ngāti Hāua people	<i>Ta te rino i Tukituki ai ma te rino ano e hanga,</i> What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua.</i> The River first, the River second.	<i>He huinga wai, he huinga Iwi.</i> The joining of waters, the union of people.
Work Programme	Te Mana o Ngāti Hāua- A Secure Identity	Hapū Ora- Intergenerational sustainability & inspirational leadership	Oranga- Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga- Education	Te Ao Tūroa- Environmental Stewardship	Whai Rawa- Economic Prosperity
NGĀ WHAIINGA- Vitality Outcome	Whānau Proud & Strengthened by being Ngāti Hāua: Ngāti Hāua whānui are proud of, connected to, and engaged in, being Ngāti Hāua	Supporting Marae, Uri and hapū Growth: Supporting Marae, Uri and hapū as they work towards their own self determined pathway and, where possible, ensuring central services are devolved to match these aspirations	Building understanding & creating opportunities Building a comprehensive understanding of Ngāti Hāua health, housing and social wellbeing, and creating opportunities for whānau. Strengthening community bonds, engagement and wellbeing	Whānau Participation Supporting whānau to participate in high quality education and training from early childhood through to tertiary opportunities	The Mouri of Ngāti Hāua Lands, Rivers, Lakes, Forests & Mountains are Protected Whānau are nourished by the environment culturally & physically	Improved Whānau Wealth & Capacity Providing the means to achieve inter-generational tribal vision and uri who are active local & global citizens. Achieve economic transformation towards a fairer more sustainable local economy, economic self-sustainability
HUANGA-Characteristic Outcomes Or What will success look like	This will be achieved by: To retain and grow a number of proficient speakers of Te Reo o Ngāti Hāua To preserve, research, create, disseminate and make accessible Ngāti Hāua knowledge, kawa and tikanga to help our uri return to their ūkaiaipo Develop leadership capability at all levels Organise a range of events to unite our people and to maintain relationships with other iwi Implementing wānanga strategy	This will be achieved by: Intergenerational planning and intergenerational transmission is ensured-succession planning All marae have a strategic vision and planning Build the capability, capacity and vibrancy of our marae, on the paepae, financial management Key relationships and critical awareness developed i.e. research Marae collective for bulk purchasing insurance, maintenance equipment solar power etc. Also forum for inter marae relationships	This will be achieved by: Improve and ensure access for whanau to health, housing and social well-being services Improving whānau living conditions and affordable housing Ensuring our pepi are born healthy and our tamariki are living in strong confident and secure whanau where they are safe Kaumātua & Rangatahi have a korowai of service around them to keep the warm and safe. Ensure our whanau have the skills to be financially secure and have financial freedom to support their options and choices. Thriving collectively owned enterprises, infrastructure	This will be achieved by: To support Ngāti Hāua learner success in two worlds-tamariki who are literate and learning leaders To create and support Ngāti Hāua educational and training opportunities for the prosperity of our people To influence learning centres within our rohe, ensuring quality education to our whanau and Invest in learner success Pathways to meaningful employment and iwi, hapū leadership Linking local education to local whenua, awa, maunga, history etc	This will be achieved by: Ngāti Hāua iwi will assert and exercise rangatiratanga and kaitiakitanga over our natural resources. We protect and enhance our taonga iho for future generations Protection, enhancement and use of mana, resources and mātauranga for our environmental taonga. Partnership with Ngā Whenua Rahui for pest control, biodiversity monitoring etc Large scale re-forestation of marginal farm lands and riparian zones using CO2 credits scheme	This will be achieved by: Actively participating and influencing our communities Committed to the maintenance and development of the Ngāti Hāua iwi commercial divisions Investments shall not conflict with our cultural values. triple bottom line, define values and mechanisms to ensure outcomes Support initiatives to improve the financial literacy of our people and the financial and economic capability of our entities Strong economic influence, financial institution PSGE

POU	Ngāti Hāuatanga	Riri Kore	Rangitengaue	Rongo Niu	Kokako	Tapaka
Values	<i>Kia toitu te mana whakauu na Ngāti Hāua.</i> To ensure the survival of the Ngāti Hāua Iwi identity	<i>Na nga tupuna i hauroatia te maru o te tangata.</i> The length of a person's shadow is cast by their ancestry.	<i>Maa te Piharau, ano te Piharau e Whakatika</i> Ngāti Hāua Iwi Solutions for Ngāti Hāua people	<i>Ta te rino i Tukituki ai ma te rino ano e hanga,</i> What iron has destroyed, iron will again rebuild	<i>Ko te Awa te tuatahi, ko te Awa te tuarua.</i> The River first, the River second.	<i>He huinga wai, he huinga Iwi.</i> The joining of waters, the union of people.
Work Programme	Te Mana o Ngāti Hāua- A Secure Identity	Hapū Ora- Intergenerational sustainability & inspirational leadership	Oranga- Whānau Wellbeing, Capacity and Collective Cohesion	Mātauranga- Education	Te Ao Tūroa- Environmental Stewardship	Whai Rawa- Economic Prosperity
TOHUTOHU- Indicators	% Ngāti Hāua who can hold a conversation about everyday things in te reo Māori # Whānau have acquired knowledge that will better enable them to enhance their lives % Ngāti Hāua Adults who have attended iwi events % more on the paepae # survey of our people	# of Ngāti Hāua events held at marae % Ngāti Hāua Iwi Adults who have been to their marae in the last 12 months. Developed Marae/hapū strategic plans % of supported initiatives led by hapū and their relevant trusts # Reduced costs for insurance etc Review of marae collective initiatives	% Ngāti Hāua iwi median income # Whānau evaluations that they have been supported and have access to all health and social services # Whānau plans where they have new aspirations and goals to improve their health and well being # Number of success of collectively owned enterprises. Improved employment and health stats	% Ngāti Hāua tamariki in the rohe at primary school at or above national standards for reading, writing, math # Ngāti Hāua Iwi ECE participation rate % Ngāti Hāua students who gained NCEA Level 2. # of learners i.e. those who do not participate in any Ngāti Hāua groups at any level, to indicate the size of the pool of Ngāti Hāua not currently being reached. # implementation and participation in educational schemes	Whanganui River and underground puna water quality #Total land holdings attributed to Ngāti Hāua Iwi # Research projects led for the tracking of koura, tuna, piharau etc Improved biodiversity, quality of water and soils. Pest reductions, increased acreage of native forests	Quantify targeted investment % enrolment of Ngāti Hāua iwi on electoral role # Application of Ngāti Hāua iwi to tribal funds for projects and education grants Measurable improvements in employment, social, poverty, home ownership stats

DOCUMENTS

**7.15: LETTER OF INTRODUCTION TO NGĀ TAONGA
WHITIĀHUA ME NGĀ TAONGA KŌRERO**

DOCUMENTS

7.15: LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA
KŌRERO



Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

[Date]

Honiana Love
«Role»
Ngā Taonga Sound & Vision
70 Molesworth St
Thorndon
Wellington 6011

Tēnā koe Honiana

Ngāti Hāua Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Hāua to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The [name] Bill is scheduled to be introduced/first/second/third reading in the House on [date].

Please find a summary of the Ngāti Hāua Deed of Settlement attached as **Appendix One** for your information.

As part of the Ngāti Hāua settlement, the Culture and Heritage agencies (“Te Ara Taonga”) and the post-settlement governance entity for Ngāti Hāua, Te Whiringa Kākaho o Ngāti Hāua, entered into a relationship agreement called the Whakaaetanga Tiaki Taonga (“Whakaaetanga”).

The Whakaaetanga records commitments relating to the care, management, access, use, development and revitalisation of Ngāti Hāua taonga and the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Hāua.

Ngā Taonga, as a charitable trust, is not a signatory to the Whakaaetanga but participates as one of the Te Ara Taonga agencies by actively engaging with other Culture and Heritage agencies work to support iwi and their taonga aspirations.

The Crown agreed to write this letter to formally introduce Ngā Taonga to Te Whiringa Kākaho o Ngāti Hāua as an invitation to develop a relationship with Ngāti Hāua similar to the Whakaaetanga, based on a mutually agreed set of principles for working together.

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7.15: LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA KŌRERO

Ngāti Hāua are a central North Island iwi. Their rohe extends from the southern Waikato to the northern reaches of the Whanganui River including much of the Whanganui and Tongariro National Parks as shown in the attached map (**Appendix Two**). I attach a background statement prepared by Ngāti Hāua in **Appendix Three**, which further describes who the people of Ngāti Hāua are and Ngāti Hāua values.

As a first step, I would appreciate it if you would contact Ngāti Hāua through Te Whiringa Kākaho o Ngāti Hāua to explore the best ways in which to engage in the future areas of mutual interest. The aim is to establish a healthy relationship between the two parties in light of Ngāti Hāua social, cultural and economic aspirations.

Contact details are:

Te Whiringa Kākaho o Ngāti Hāua

[name]

[email]

[Postal address]

If you have any further questions, please contact the Te Arawhiti – Office for Māori Crown Relations, at tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

Lil Anderson

Tumu Whakarae – Chief Executive

Te Arawhiti – The Office for Māori Crown Relations

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**7.15: LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA
KŌRERO**

APPENDIX ONE: NGĀTI HĀUA AREA OF INTEREST

[To be inserted]

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7.15: LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA
KŌRERO

APPENDIX TWO: NGĀTI HĀUA

Te Whare o Hāua

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Ko Hinengakau te pou tokomanawa
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Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

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Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our
future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.

Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.

Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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7.15: LETTER OF INTRODUCTION TO NGĀ TAONGA WHITIĀHUA ME NGĀ TAONGA KŌRERO

Te Pou Tikanga / Ngāti Hāua values

Te Pou Tikanga are the innate values that uphold the tino rangatiratanga of Ngāti Hāua.

- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
- (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
- (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
- (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
- (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
- (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
- (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

DOCUMENTS

**7.16: LETTER OF INTRODUCTION TO NATIONAL EMERGENCY
MANAGEMENT AGENCY**

DOCUMENTS

7.16: LETTER OF INTRODUCTION TO NATIONAL EMERGENCY MANAGEMENT AGENCY



[Date]

Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

Dave Gawn
Chief Executive
National Emergency Management Agency
Level 6, TSB House
147 Lambton Quay| PO Box 5010
Wellington 6045

Tēnā koe

Ngāti Hāua – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Hāua to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The [name] Bill is scheduled to be introduced/first/second/third reading in the House on [date].

Please find a summary of the Ngāti Hāua Deed of Settlement attached as **Appendix One** for your information.

Ngāti Hāua are a central North Island iwi. Ngāti Hāua are one of the iwi have strong ties to Te Awa o Whanganui and Mount Ruapehu. Their rohe extends from the southern Waikato to the northern reaches of the Whanganui River including much of the Whanganui and Tongariro National Parks as shown in the attached map (**Appendix Two**). I attach a background statement prepared by Ngāti Hāua in **Appendix Three**, which further describes who the people of Ngāti Hāua are and Ngāti Hāua values.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. Strengthening the relationship between Ngāti Hāua and the Crown, Crown entities and local authorities is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Ngāti Hāua and Te Whiringa Kākaho o Ngāti Hāua and is one of the guiding principles around which the settlement has been designed.

Ngāti Hāua has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of central and local government agencies to foster co-operation based on shared goals. In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngāti Hāua and relevant entities and authorities in their area of interest.

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7.16: LETTER OF INTRODUCTION TO NATIONAL EMERGENCY MANAGEMENT AGENCY

Ngāti Hāua are aware of the potential risks and emergencies which can arise from natural disasters within their rohe which encompasses Ruapehu, Whanganui River and other lands which may present challenges, and Ngāti Hāua recognises the future risks from climate change. Ngāti Hāua wish to support the growth of greater resilience of their people and local communities to deal with and respond to emergencies.

Accordingly, I am writing to introduce your organisation, namely the National Emergency Management Agency (NEMA) to the governance entity of Ngāti Hāua – Te Whiringa Kākaho o Ngāti Hāua. This letter outlines the nature of Ngāti Hāua interests in the work that NEMA undertakes and to suggest that your entity contacts Ngāti Hāua to foster a co-operative relationship. Ngāti Hāua are seeking to confirm areas of mutual interest which includes how best to enable Māori participation within the Emergency Management System and contributing to NEMA's overall approach to building a more resilient Aotearoa in response to national disasters.

Acknowledging that you may already be in contact, as a first step, I ask that you contact Ngāti Hāua through Te Whiringa Kākaho o Ngāti Hāua to explore the best ways in which to engage in the future and initiate discussions about matters of mutual interest. This will support a healthy and durable relationship between the two parties going forward.

The Kaiwhakahaere (Chair) of Te Whiringa Kākaho o Ngāti Hāua is [name] who may be reached at [email]. The postal address for Te Whiringa Kākaho o Ngāti Hāua is:

[Postal address]

If you have any further questions, please contact the Te Arawhiti - Office for Māori Crown Relations, at tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

Lil Anderson

Tumu Whakarae – Chief Executive

Te Arawhiti – The Office for Māori Crown Relations

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7.16: LETTER OF INTRODUCTION TO NATIONAL EMERGENCY MANAGEMENT AGENCY

APPENDIX ONE: NGĀTI HĀUA SUMMARY DEED OF SETTLEMENT

[To be inserted]

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7.16: LETTER OF INTRODUCTION TO NATIONAL EMERGENCY MANAGEMENT AGENCY

APPENDIX TWO: NGĀTI HĀUA AREA OF INTEREST

[To be inserted]

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7.16: LETTER OF INTRODUCTION TO NATIONAL EMERGENCY MANAGEMENT AGENCY

APPENDIX THREE: NGĀTI HĀUA

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

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Whanganui Awa is the umbilical cord interweaving our past to our present to our
future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.

Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
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Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.

Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

Te Pou Tikanga / Ngāti Hāua values

Te Pou Tikanga are the innate values that uphold the tino rangatiratanga of Ngāti Hāua.

- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.

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7.16: LETTER OF INTRODUCTION TO NATIONAL EMERGENCY MANAGEMENT AGENCY

- (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
- (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
- (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
- (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
- (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship **with** others.
- (g) **Tamahina:** Ā mua, i **muri**, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

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7.17: LETTER OF INTRODUCTION TO NEW ZEALAND TRADE AND ENTERPRISE

**7.17: LETTER OF INTRODUCTION TO NEW ZEALAND TRADE
AND ENTERPRISE**

DOCUMENTS

7.17: LETTER OF INTRODUCTION TO NEW ZEALAND TRADE AND ENTERPRISE



[Date]

Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

Andrew Ferrier
Chair
New Zealand Trade and Enterprise
WELLINGTON 6011

Tēnā koe

Ngāti Hāua – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Hāua to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. The Deed of Settlement is conditional on the passage of settlement legislation which will give effect to the settlement. The [name] Bill is scheduled to be introduced/first/second/third reading in the House on [date].

Please find a summary of the Ngāti Hāua Deed of Settlement attached as **Appendix One** for your information.

Ngāti Hāua are a central North Island iwi. Ngāti Hāua are one of the iwi have strong ties to Te Awa o Whanganui and Mount Ruapehu. Their rohe extends from the southern Waikato to the northern reaches of the Whanganui River including much of the Whanganui and Tongariro National Parks as shown in the attached map (**Appendix Two**). I attach a background statement prepared by Ngāti Hāua in **Appendix Three**, which further describes who the people of Ngāti Hāua are and Ngāti Hāua values.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. Strengthening the relationship between Ngāti Hāua and the Crown, Crown entities and local authorities is necessary to establish an effective and durable Treaty relationship. This is also a matter of great importance for Ngāti Hāua and Te Whiringa Kākaho o Ngāti Hāua and is one of the guiding principles around which the settlement has been designed.

Ngāti Hāua has sought to use their Treaty negotiations to initiate and establish post-settlement relationships with a range of central and local government agencies to foster co-operation based on shared goals. In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngāti Hāua and relevant entities and authorities in their area of interest.

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7.17: LETTER OF INTRODUCTION TO NEW ZEALAND TRADE AND ENTERPRISE

Ngāti Hāua intend to work with a number of Crown agencies and entities on development and implementation of a social transformation strategy for Ngāti Hāua and its communities. One of the main outcomes the strategy seeks to achieve is development of a more sustainable locally based economy and economic self-sustainability for Ngāti Hāua people. To work towards this aspiration Ngāti Hāua have expressed their desire to develop an effective and ongoing relationship with New Zealand Trade and Enterprise (NZTE). Ngāti Hāua are interested in engaging with NZTE on the following matters:

- Ngāti Hāua social transformation strategy, in particular Ngāti Hāua economic development priorities and aspirations;
- understanding how NZTE supports New Zealand businesses to succeed and how this work fits with the roles of other Government agencies focused on facilitating economic development; and
- opportunities for collaboration and mutually beneficial opportunities.

Accordingly, I am writing to introduce your organisation to the governance entity of Ngāti Hāua – Te Whiringa Kākaho o Ngāti Hāua. This letter outlines the nature of Ngāti Hāua interests in the work that NZTE undertakes and to suggest that your entity contacts Ngāti Hāua to foster a co-operative relationship.

Acknowledging that you may already be in contact, as a first step, I ask that you contact Ngāti Hāua through Te Whiringa Kākaho o Ngāti Hāua to explore the best ways in which to engage in the future and initiate discussions about matters of mutual interest. This will support a healthy and durable relationship between the two parties going forward.

The Kaiwhakahaere (Chair) of Te Whiringa Kākaho o Ngāti Hāua is [name] who may be reached at [email]. The postal address for Te Whiringa Kākaho o Ngāti Hāua is:

[Postal address]

If you have any further questions, please contact the Te Arawhiti - Office for Māori Crown Relations, at tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

Lil Anderson

Tumu Whakarae – Chief Executive

Te Arawhiti – The Office for Māori Crown Relations

DOCUMENTS

7.17: LETTER OF INTRODUCTION TO NEW ZEALAND TRADE AND ENTERPRISE

APPENDIX ONE: NGĀTI HĀUA SUMMARY DEED OF SETTLEMENT

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7.17: LETTER OF INTRODUCTION TO NEW ZEALAND TRADE AND ENTERPRISE

APPENDIX TWO: NGĀTI HĀUA AREA OF INTEREST

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APPENDIX THREE: NGĀTI HĀUA

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future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.

Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

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Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.

Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

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7.17: LETTER OF INTRODUCTION TO NEW ZEALAND TRADE AND ENTERPRISE

Te Pou Tikanga / Ngāti Hāua values

Te Pou Tikanga are the innate values that uphold the tino rangatiratanga of Ngāti Hāua.

- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.
- (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
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- (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
- (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
- (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
- (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

DOCUMENTS

**7.18: LETTER OF RECOGNITION FROM THE MINISTRY FOR
PRIMARY INDUSTRIES**

DOCUMENTS

7.18: LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

[Date]

[Name]

Chair

[PSGE]

[PSGE address]



Level 3, Justice Centre
19 Aitken Street
SX10111
Wellington 6011

Tēnā koe e Te Rangatira

NGĀTI HĀUA LETTER OF RECOGNITION

Please accept my congratulations on the passing of the [Ngāti Hāua] Claims Settlement Act 20[XX]. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown and Ngāti Hāua, the Ministry for Primary Industries (**the Ministry**) now extends to you this Letter of Recognition.

This letter sets out how the Ministry will work with Ngāti Hāua on matters of shared interest where these directly affect the Ngāti Hāua Area of Interest.

This letter also sets out the specific details of how the Ministry and Ngāti Hāua will work together, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1996 (the Fisheries Act) and the Deed of Settlement signed between the Crown and Ngāti Hāua on [date].

MINISTRY FOR PRIMARY INDUSTRIES: MANATŪ AHU MATUA - AGRICULTURE, BIOSECURITY, FISHERIES, FORESTRY, AND FOOD SAFETY

The Ministry for Primary Industries is the Crown's lead agency for agriculture (including horticulture and animal welfare), biosecurity, fisheries, forestry and food safety.

The Ministry recognises Ngāti Hāua as tangata whenua, being iwi or hapū, within your settlement redress area.

The Ministry also acknowledges that Ngāti Hāua wish to promote and obtain for the people of Ngāti Hāua the ability to exercise kaitiakitanga and rangatiratanga over wāhi tapu, protection and conservation of taonga species, the natural landscape, biota, flora and fauna. Ngāti Hāua have prepared a statement of their values, aspirations, and objectives for their relationship with the Ministry and the Crown. This is attached as Appendix A.

Information sharing

The Ministry and Ngāti Hāua will use reasonable endeavours to exchange and share relevant information of mutual benefit, subject to the provisions of relevant enactments and the general law.

Ngāti Hāua may request the Ministry attend meetings on matters of shared interest. The Ministry will endeavour to fulfil these requests.

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7.18: LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

Joint work programmes

If agreed by both parties, the Ministry and Ngāti Hāua may work together to develop and implement joint work programmes on matters relating to agriculture (including horticulture and animal welfare), biosecurity, fisheries, forestry and food safety. The terms of delivery will be jointly agreed.

Services and research

The Ministry acknowledges there is potential for Ngāti Hāua to provide services to, or conduct research for, the Ministry and vice versa. Where the Ministry undertakes or contracts for services or research, and where the Ministry considers it to have a direct impact on the Ngāti Hāua settlement redress area, the Ministry will:

- a. notify Ngāti Hāua of its intention to do so and provide Ngāti Hāua with an opportunity to be involved in the planning for services or research, as appropriate;
- b. where applicable, invite Ngāti Hāua to provide a representative to be considered as a member of the tender evaluation panel, subject to the Ministry's conflict of interest policy;
- c. advise Ngāti Hāua of the provider it has chosen;
- d. require any research provider to engage with Ngāti Hāua;
- e. provide Ngāti Hāua with the results of that research, as appropriate.

Consultation

Where the Ngāti Hāua settlement redress area is directly affected by the development of policies and operational processes that are led by the Ministry, the Ministry will consult with Ngāti Hāua.

FISHERIES NEW ZEALAND – TINĪ A TANGAROA

Recognition of Ngāti Hāua as tangata whenua

The Ministry recognises the Iwi and hapū of Ngāti Hāua as tangata whenua, within your area of interest.

The Ministry acknowledges that the Iwi and hapū of Ngāti Hāua has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act, within your area of interest.

The Ministry acknowledges that the Iwi and hapū of Ngāti Hāua have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act, within your area of interest and that these taonga species will be identified post-settlement.

Tangata whenua input and participation

The Fisheries Act provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the

DOCUMENTS

7.18: LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

aquatic environment. The Fisheries Act also provides that the responsible Minister, the Minister for Oceans and Fisheries, must have particular regard to kaitiakitanga when making decisions on those matters.

Appointment as an advisory committee to the Minister for Oceans and Fisheries

The Minister will appoint Ngāti Hāua as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995. Appointing Ngāti Hāua as an advisory committee will require the Minister to consider written advice from the committee when making decisions relating to changes in the management regime for areas of special significance identified by tangata whenua.

National Fisheries Plans

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry and Iwi have developed the Iwi Forum Fisheries Plans (**FFP**) strategy.

A central element of this strategy is the establishment of integrated Iwi Fisheries Forums and the development of FFPs for each Forum. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

Ngāti Hāua involvement in Iwi Forum Fisheries Plans and National Fisheries Plans

The Ministry will ensure that the Governance Entity of Ngāti Hāua has an opportunity to contribute to the development of an Iwi Fisheries Plan and inclusion of that Plan in the regional FFP. The Ministry, within the resources available, may assist the [Trust] in developing these plans. This will ensure that the [Trust's] fisheries management objectives and priorities are given visibility and appropriate consideration in the review of any relevant FFP.

The Ministry will ensure that Ngāti Hāua has an opportunity to participate in, and contribute to, any future engagement process and planning process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, from within the Ngāti Hāua area of interest.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide Ngāti Hāua with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within your area of interest. The Ministry can also discuss, the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations 1998 with the Governance Entity.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of the Iwi of Ngāti Hāua and may be put in place, within your area of interest, by those Iwi.

The Ministry and Ngāti Hāua acknowledge that a traditional rāhui placed by the Iwi over your customary fisheries has no force in law, cannot be enforced by the Ministry and that adherence to any rāhui is a matter of voluntary choice. Ngāti Hāua undertakes to inform the Ministry of the placing and the lifting of a rāhui by the Iwi over your customary fisheries, and the reasons for the rāhui.

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The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes in the area to which the rāhui has been applied (to the extent that such groups exist) of the placing and the lifting of a rāhui by any Iwi of Ngāti Hāua over their customary fisheries.

Nāku noa, nā

Director-General
Ministry for Primary Industries

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7.18: LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

Appendix A – Ngāti Hāua values, aspirations and objectives for relationship with the Ministry for Primary Industries

NGĀTI HĀUA

Te Whare o Hāua

Ko Ruapehu te pou tuarongo
Ko Hinengakau te pou tokomanawa
Ko Te Awa Tupua te tāhuhu ki te pou mua
Ko Ruatupua rāua ko Paerangi ngā maihi
Nei rā te whare o Hāua.

*Ruapehu is the anchor connecting us to our past.
Hinengakau is the ancestress who binds us together.
Whanganui Awa is the umbilical cord interweaving our past to our present to our future
Ruatupua and Paerangi are the two main rootstock
This is the ancestral house of Hāua.*

The analogy of Te Whare o Hāua serves the purpose of understanding that the primary aspiration of Ngāti Hāua is to restore the balance of their tribal house by means of resetting the Treaty relationship with the Crown, including local authorities and state-owned enterprises.

Ngāti Hāua originates from an era preceding the arrival of the ancestral waka fleet from Hawaiki, Rangiātea, Tāhiti. The mana whenua of Ngāti Hāua, in accordance with 'Take Taunaha' – 'right by discovery' is attributed to Te Kāhui Maui.

Ko Tahuārangī te waka,
Ko Rangitukutuku te aho,
Ko Piki-mai-rawea te matau,
Ko Hāhā-te-whenua te ika rō wai.

*Tahuārangī is the waka,
Rangitukutuku is the fishing line,
Piki-mai-rawea is the hook,
Hāhā-te whenua is the fish (land mass) that rose from below the ocean surface.*

Time evolved to the generation of Te Kāhui Rua (the Rua Clan) and as with other Iwi affiliated to Te Awa o Whanganui, Ngāti Hāua acknowledge their primary rootstock of 'take tupuna' – 'ancestral right' as stemming from Ruatupua and Paerangi.

Today, Ngāti Hāua Iwi/Hapū continue to exercise their customary rights and responsibilities in accordance with Ngāti Hāua mana motuhake, rangatiratanga, kawa and tikanga.

Te Pou Tikanga / Ngāti Hāua values

Te Pou Tikanga are the foundation posts that uphold the tino rangatiratanga of Ngāti Hāua.

- (a) **Ngāti Hāuatanga:** Kia toitū te mana whakaū nā Ngāti Hāua – Our nationhood: to ensure the survival of the Ngāti Hāua Iwi identity.

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7.18: LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

- (b) **Riri Kore:** Nā ngā tūpuna i hauroatia te maru o te tangata – To ensure the continuity of Ngāti Hāua tikanga.
- (c) **Rongo Niu:** Tā te rino i tukituki ai, mā te rino anō e hanga – The Crown has a responsibility to enhance and uphold Te Tiriti o Waitangi relationship with Ngāti Hāua Iwi.
- (d) **Rangitengaue:** Mā te piharau anō te piharau hei whakatika - Ngāti Hāua self-determination, Ngāti Hāua solutions for Ngāti Hāua people.
- (e) **Kokako:** Ko te Awa te tuatahi, ko te Awa te tuarua - Uphold our inherent right of kaitiakitanga.
- (f) **Tapaka:** He huinga wai, he huinga iwi - Te Ara Whanaunga: maintain the integrity of our relationship with others.
- (g) **Tamahina:** Ā mua, i muri, ōu kōrero - Make decisions based on ancestral precedent (tikanga) and values (kaupapa).

NGĀTI HĀUA ASPIRATIONS FOR THE RELATIONSHIP WITH MINISTRY FOR PRIMARY INDUSTRIES

Ngāti Hāua wishes to develop a relationship with Ministry for Primary Industries that:

- (a) Upholds Te Tiriti o Waitangi/Treaty of Waitangi and its principles through making decisions with the Crown across all levels and where appropriate, management levels;
- (b) Strives to ensure the exercise of rangatiratanga and that decision-making rests with Ngāti Hāua as it is foundational to revitalisation of Ngāti Hāua;
- (c) Recognises of Te Pou Tikanga as the basis for resetting the relationship between Ngāti Hāua and the Crown;
- (d) Supports development and implementation of a social transformation strategy for Ngāti Hāua and its communities guided by He Piko O Rauru (Māui) framework.

He Piko O Rauru (Māui) Framework is structured around Te Pou Tikanga and articulates revitalisation outcomes: Ngā Whainga (vitality outcomes) and Huanga (characteristic outcomes). These outcomes are underpinned by Tohutohu (indicators). Together outcomes and indicators set out strategic direction and what success looks like in improving wellbeing of Ngāti Hāua people.

Ngāti Hāua aspiration for relationship with MPI is facilitation of outcomes relating to the Kokako Pou through collaboration on mutual priorities or supporting work lead by other Crown agencies where appropriate. The Ngā Whainga (vitality outcome) of this programme is **The Mouri of Ngāti Hāua Lands, Rivers, Lakes, Forests and Mountains are Protected:** Whānau are nourished by the environment culturally and physically.

Huanga (characteristic outcome) sets out how Ngāti Hāua intend to achieve this Ngā Whainga (vitality outcome):

- Ngāti Hāua iwi will assert and exercise rangatiratanga and kaitiakitanga over our natural resources;

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7.18: LETTER OF RECOGNITION FROM THE MINISTRY FOR PRIMARY INDUSTRIES

- We protect and enhance our taonga iho for future generations;
- Protection, enhancement and use of mana, resources and mātauranga for our environmental taonga;
- Partnership with Ngā Whenua Rahui for pest control, biodiversity monitoring etc; and
- Large scale re-forestation of marginal farmlands and riparian zones using CO2 credits scheme.

Ngāti Hāua intend to assess progress towards this outcome by monitoring following Tohutohu (indicators):

- Te Awa Tupua (Whanganui River) catchment and underground puna water quality;
- Number of total land holdings attributed to Ngāti Hāua Iwi;
- Number of research projects led for the tracking and restoration of koura, tuna, piharau, kākahi and other taonga species for Ngāti Hāua;
- Improved biodiversity, quality of water and soils; and
- Pest and weed reductions, increased acreage of native forests.

DOCUMENTS

8. ENCUMBRANCES

DOCUMENTS

8: ENCUMBRANCES

8.1. TŪMOANA EASEMENT

DOCUMENTS

8.1: TŪMOANA EASEMENT

[TO BE INSERTED]

DOCUMENTS

8: ENCUMBRANCES

8.2. NGĀ HUINGA RIGHT TO CONVEY WATER EASEMENT

DOCUMENTS

8.2: NGĀ HUINGA RIGHT TO CONVEY WATER EASEMENT

[TO BE INSERTED]

DOCUMENTS

8: ENCUMBRANCES

8.3. NGĀ HUINGA RIGHT OF WAY EASEMENT

DOCUMENTS

8.3: NGĀ HUINGA RIGHT OF WAY EASEMENT

[TO BE INSERTED]

DOCUMENTS

8: ENCUMBRANCES

8.4. TAKAHIREKAREKA EASEMENT

DOCUMENTS

8.4. TAKAHIREKAREKA EASEMENT

[TO BE INSERTED]

DOCUMENTS

8: ENCUMBRANCES

8.5. TUKU STREET DOMAIN PROPERTY EASEMENT

DOCUMENTS

8.5: TUKU STREET DOMAIN PROPERTY EASEMENT

[TO BE INSERTED]

DOCUMENTS

9. LEASES

DOCUMENTS

9: LEASES

9.1. MINISTRY OF EDUCATION LEASE

DOCUMENTS

9.1: MINISTRY OF EDUCATION LEASE

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

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

Lessor

Lessee

HIS MAJESTY THE KING for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number" etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

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

Rental

See Annexure Schedule

Lease and Terms of Lease

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

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

DOCUMENTS

9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Attestation

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

DOCUMENTS

9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

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

Certified correct for the purposes of the Land Transfer Act 2017

Solicitor for the Lessee

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

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

DOCUMENTS

9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 1 of 20 Pages

Insert instrument type

Lease Instrument

BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between **[insert name of claimant group]** and the Crown, under which the parties agreed to transfer the Land to **[insert name of post-settlement governance entity]** and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

SCHEDULE A

ITEM 1 THE LAND

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

ITEM 2 START DATE

[insert start date].

ITEM 3 ANNUAL RENT

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

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).

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

DOCUMENTS

9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 2 of 20 Pages

Insert instrument type

Lease Instrument

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

5.4 Maintenance of car parking areas.

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

ITEM 6 PERMITTED USE

Education Purposes.

ITEM 7 RIGHT OF RENEWAL

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

ITEM 8 RENT REVIEW DATES

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

ITEM 9 LESSEE'S IMPROVEMENTS

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

[]

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

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

DOCUMENTS

9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 5 of 20 Pages

Insert instrument type

Lease Instrument

SCHEDULE B

1 Definitions

1.1 The term “Lessor” includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term “Lessee” includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 “Business Day” means a day that is not:

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Matariki Observance Day and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the regions of [in which the Land is located] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

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

- (a) asbestos and asbestos containing material;
- (b) refrigerant emissions, ozone depleting substances, and polychlorinated biphenyls; and
- (c) any other illegal, detrimental, dangerous, combustible or unhealthy substance,

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

DOCUMENTS

9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 6 of 20 Pages

Insert instrument type

Lease Instrument

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

- 1.5 “Crown” has the meaning given in section 2(1) of the Public Finance Act 1989.
- 1.6 “Crown Organisation” means the Crown, all instruments of the His Majesty the King, and includes, but is not limited to:
- (a) offices of Parliament;
 - (b) the Reserve Bank of New Zealand, as continued under section 5 of the Reserve Bank of New Zealand Act 1989;
 - (c) the entities listed in Schedule 4 and Schedule 4A to the Public Finance Act 1989;
 - (d) the Crown entities as defined in section 7(1) of the Crown Entities Act 2004;
 - (e) state enterprises (as defined in the State-owned Enterprises Act 1986); and
 - (f) each local authority, as defined in section 5 of the Local Government Act 2002;
- 1.7 “Department” has the meaning given in section 2 of the Public Finance Act 1989.
- 1.8 “Education Purposes” means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.9 “Legislation” means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.10 “Lessee’s Improvements” means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.11 “Lessee’s property” includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.12 “Maintenance” includes repair.
- 1.13 “Public Work” has the meaning given in section 2 of the Public Works Act 1981.
- 1.14 “Sublet” and “Sublease” include the granting of a licence to occupy the Land or part of it.

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

DOCUMENTS

9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 7 of 20 Pages

Insert instrument type

Lease Instrument

2 Payment of Annual Rent

- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.5% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

3 Rent Review

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

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.5% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 3% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 3% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
 - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.

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

3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date (“Rent Review Notice”). The Rent Review Notice must be supported by a registered valuer’s certificate.
- (b) If the notified party accepts the notifying party’s assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party’s assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent (“the Dispute Notice”), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer’s certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.

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

DOCUMENTS

9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

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- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 Payment of Lessee Outgoings

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

5 Valuation Roll

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

6 Utility Charges

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

7 Goods and Services Tax

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

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

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9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

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8 Interest

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

9 Permitted Use of Land

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

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

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

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

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

10 Designation

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

11 Compliance with Law

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

12 Hazards

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

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

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

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9.1: MINISTRY OF EDUCATION LEASE

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12.3 If:

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

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

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

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

13 Damage or Destruction

13.1 Total Destruction

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

13.2 Partial Destruction

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
 - (i) the repair and reinstatement of the Land have been completed; and

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

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9.1: MINISTRY OF EDUCATION LEASE

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(ii) the Lessee can lawfully occupy the Land.

(c) If:

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

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

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

13.3 Natural Disaster or Civil Defence Emergency

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

(i) such inability ceases; or

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

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

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

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

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

13.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

(a) assert that this lease has terminated; or

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

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

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9.1: MINISTRY OF EDUCATION LEASE

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14 Contamination

- 14.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.
- 14.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

15 Easements

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

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

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9.1: MINISTRY OF EDUCATION LEASE

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

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

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

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

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

17 Rubbish Removal

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

18 Signs

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

19 Insurance

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

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

20 Fencing

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

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

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9.1: MINISTRY OF EDUCATION LEASE

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

21 Quiet Enjoyment

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

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

22 Assignment and subletting

22.1 The Lessee may:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

for Education Purposes, without the Lessor's consent.

22.2 The Lessee may otherwise:

- (a) transfer (including by way of assignment or nomination) this Lease;
- (b) sublet the Premises; or
- (c) part with possession of the Premises;

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

- (i) in the case of a transfer the Lessee proves to the reasonable satisfaction of the Lessor that the proposed assignee is (and in the case of a company that the shareholders of the proposed transferee are) respectable responsible and has the financial resources to meet the Lessee's commitments under this Lease;
- (ii) all rent and other money payable have been paid and there is not any significant existing material breach of any of the Lessee's covenants under this Lease;
- (iii) in the case of a transfer, a transfer or such other instrument in customary form approved or prepared by the Lessor is duly executed by the Lessee and delivered to the Lessor;

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

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9.1: MINISTRY OF EDUCATION LEASE

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- (iv) the Lessee pays the Lessor's reasonable costs and disbursements in respect of:
 - (A) the approval and the preparation of any transfer instrument; and
 - (B) (if appropriate) all reasonable fees and charges payable in respect of any reasonable inquiries made by or on behalf of the Lessor concerning any proposed transferee, sublessee or guarantor. All such costs shall be payable whether or not the transaction proceeds; and
- (v) the Lessee has complied with its obligations (if any) under section 40 of the Public Works Act 1981.

23 Occupancy by School Board of Trustees

- 23.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.
- 23.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.
- 23.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020.

24 Lessee Break Option

- 24.1 The Lessee may at any time end this Lease as it relates to any part of the Land ("Surrendered Land") by giving not less than six months' notice in writing to the Lessor. At the end of the notice period ("Surrender Date") the Lease in respect of the Surrendered Land will end and the Lessee will pay the Break Fee calculated in accordance with clause 24.4 to the Lessor.
- 24.2 Where the Surrendered Land comprises part of the Land the Lessee must procure (if required and at its cost):
 - (a) a plan prepared by a registered surveyor identifying the Surrendered Land and the Land that remains subject to this Lease ("Balance Land"); and
 - (b) the registration of the partial surrender of the Lease on the fee simple and leasehold records of title.
- 24.3 The adjusted Annual Rent payable in respect of the Balance Land from the Surrender Date will be a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Balance Land bears to the total area of the Land.

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

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9.1: MINISTRY OF EDUCATION LEASE

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

- (a) a pro-rated proportion of the Annual Rent payable immediately before the Surrender Date (without any credit for any abatement that applies, or may apply, immediately before the Surrender Date), being the proportion that the area of the Surrendered Land bears to the total area of the Land (“Pro-rata Calculation”); and
- (b) 6.5% of the Current Market Value for the Surrendered Land as at the Surrender Date assessed at the cost of the Lessor in accordance with clause 3 (“CMV Calculation”), provided that the monthly rent payable under the CMV Calculation will not be more than the monthly rent payable under the Pro-rata Calculation.

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

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

25 **Breach**

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

26 **Notice of Breach**

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

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

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

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

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9.1: MINISTRY OF EDUCATION LEASE

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27 Renewal

- 27.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.
- 27.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

28 Right of First Refusal for Lessor's Interest

- 28.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.
- 28.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.
- 28.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 28.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.
- 28.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

29 Exclusion of Implied Provisions

- 29.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:
- (a) Clause 11 – Power to inspect premises.

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

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9.1: MINISTRY OF EDUCATION LEASE

Form F *continued*

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30 **Entire Agreement**

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

31 **Disputes**

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

32 **Service of Notices**

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

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6140

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

[insert contact details]

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

33 **Registration of Lease**

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

34 **Costs**

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

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

35 Counterparts and Electronic Signatures

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

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

DOCUMENTS

9: LEASES

9.2. MINISTRY OF JUSTICE LEASE

DOCUMENTS

9.2: MINISTRY OF JUSTICE LEASE

LESSOR:

TE WHIRINGI KĀKAHO O NGĀTI HAUA TRUST

I **certify** that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should be registered or noted.

.....
Certified by (Practitioner for the Lessee)

LESSEE:

HIS MAJESTY THE KING

acting by and through the Chief
Executive of the Ministry of Justice

Particulars entered in the
Register as shown herein
on the date and at the
time endorsed below

MEMORANDUM OF LEASE

**THE CHIEF EXECUTIVE
MINISTRY OF JUSTICE
WELLINGTON**

DOCUMENTS

9.2: MINISTRY OF JUSTICE LEASE

LONG TERM LEASE OF BARE GROUND

FOR COURTHOUSE PURPOSES

TE WHIRINGI KĀKAHO O NGĀTI HAUA TRUST (hereafter called “**the Lessor**”) being registered as proprietor of an estate in fee simple subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed in Record of Title SA52A/380 South Auckland Land Registration District for a fee simple estate in that piece of land containing 1163 square metres more or less, situated at 51 Miriama Street, Taumaranui being the Taumaranui District Court land and being comprised and described therein.

does hereby lease to **HIS MAJESTY THE KING** acting through the Chief Executive of the Ministry of Justice (hereafter called “**the Lessee**”) all the said land (hereafter called “**the Land**”) to be held by the Lessee as tenant for a term of five (5) years at the yearly rental of \$11,010.00 plus GST payable annually in advance on the first day of July in each year during the continuance of this Lease subject to the covenants, conditions and restrictions set forth in Schedules A and B following.

The Lessee doth hereby accept the lease of the above described land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants set forth in Schedules A and B following.

Dated this day of 2024

SIGNED by **TE WHIRINGI KĀKAHO O NGĀTI HAUA TRUST**
as Lessor

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9.2: MINISTRY OF JUSTICE LEASE

SIGNED for and on behalf of HIS)
MAJESTY THE KING as Lessee)
)

(acting by and through the Chief)
Executive of the Ministry of Justice))

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9.2: MINISTRY OF JUSTICE LEASE

Form F *continued*

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SCHEDULE A

ITEM 1 THE LAND

All that parcel of land being the Land previously specified.

ITEM 2 THE COMMENCEMENT DATE

The commencement date of this Lease shall be the [] day of [] 20[--].

ITEM 3 ANNUAL RENTAL

ELEVEN THOUSAND AND TEN DOLLARS (\$11,010.00) per annum plus GST payable annually in advance on the first day of each year during the continuance of this lease with a first payment due on the [] day of [] 20[--].

ITEM 4 TERM OF LEASE

4.1 Initial term

Five (5) years from the Commencement Date to determination on the [] day of [] 20[].

4.2 Subsequent terms

Perpetual rights of renewal of five (5) years each from the [] day of [] 20[] and each 5th anniversary after that date.

ITEM 5 LESSEE OUTGOINGS

5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority excluding only taxes levied against the Lessor in respect of its interest in the Land.

5.2 Charges for water, gas, electricity, telephones and other utilities or services.

5.3 Rubbish collection charges.

5.4 All costs associated with the repair, maintenance or replacement of any fencing on the land.

ITEM 6 PERMITTED USE

6.1 For any Justice Sector related purposes including (but not limited to) a courthouse and such other reasonable ancillary uses deemed necessary from time to time by the Lessee for the operation of a courthouse on the Land, or any other use which conforms with the local Code of Ordinances or District Plan applying to the premises.

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

DOCUMENTS

9.2: MINISTRY OF JUSTICE LEASE

Form F *continued*

Annexure Schedule

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6.2 Any secondary use for government works under the Public Works Act 1981 if a part of the land but not a significant part being more than half of the Land, is not required for Courthouse purposes. or

6.3 Any use of the Land or any part of the Land consented to by the Lessee as sub Lessor under clause 4.1 of this Lease where both the sub lease and the use of the Land comply with the requirements of clause 4.1.

ITEM 7 RIGHTS OF RENEWAL

Renewable as provided in Item 4.2 above.

ITEM 8 RENT REVIEW DATES

Five (5) yearly from the Commencement Date of this Lease.

ITEM 9 LESSOR'S PROPERTY

Nil.

ITEM 10 LESSEE'S IMPROVEMENTS

All buildings and other improvements together with foundations, sub-soil works and services now or hereafter constructed on the Land by the Lessee or any agent or permitted occupier of the Lessee including, without limitation, the court house building, paving areas and courtyards and asphalted carpark and all fixtures, fittings and chattels therein contained.

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

DOCUMENTS

9.2: MINISTRY OF JUSTICE LEASE

Form F continued

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ITEM 11 CLAUSE 3.4(b) CHARGEHOLDER’S NOTICE

To: [The Lessor] (hereafter called “the Lessor”)

And to: [The Lessee] (hereafter called “the Lessee”)

From: [Mortgagee / Chargeholder] (hereafter called “the Lender”)

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below (“the Land”) which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

- (i) It has notice of the provisions of clause 3.4(b) and (c) of the said Lease; and
(ii) It agrees that any Lessee’s Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six (6) months after the expiration or sooner determination of the Lease (hereafter collectively called “the relevant period”);
(iii) It will not claim any interest in any Lessee’s Improvements under the security for its loan during the relevant period irrespective of how any Lessee’s Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;
(iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE

[That parcel of land containing]

.....

(LENDER EXECUTION) / / 20

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

Form F *continued*

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ITEM 12 CLAUSE 3.4(c) CHARGEHOLDER'S NOTICE

To: [The Lessor]
(hereafter called "**the Lessor**")

And to: [The Lessee]
(hereafter called "**the Lessee**")

From: [Mortgagee/Chargeholder]
(hereafter called "**the Lender**")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("**the Security**") given by the Lessor over the land described in the Schedule below ("**the Land**") it had notice of and agreed to be bound by the provisions of clause 3.4(c) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- (i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;
- (ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six (6) months after the expiration or sooner determination of the Lease.

ITEM 13 ADDRESS FOR SERVICE

Lessor: **TE WHIRINGI KĀKAHO O NGĀTI HAUA TRUST**

153 Hakiaha Street
PO Box 400
Taumaranui 3920
Attn: General Manager
Email: info@ngatihaua.iwi.nz

Lessee: Chief Executive

Ministry of Justice
Level 3
Justice Centre
Aitken Street
WELLINGTON (SX 10088, WELLINGTON)

Facsimile: (04) 918 8820

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

Form F *continued*

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SCHEDULE B

PART I - PRELIMINARY

1 Definitions and Interpretation

1.1 In this Lease:

(a) The expression “the Lessor” shall include and bind:

- (i) the persons executing this lease as Lessor; and
- (ii) any Lessor for the time being under it; and
- (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.

(b) The expression “the Lessee” shall include and bind:

- (i) the person executing this lease as Lessee;
- (ii) all the Lessees for the time being under it; and
- (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;

and the expression “**the Lessee**” shall include the Lessee’s agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.

(c) Words importing the singular or plural number shall include the plural or singular number respectively.

1.2 “Goods and Services Tax” or “GST” means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.

1.3 “Government Work” means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.

1.4 “Lease” means, unless the context otherwise requires, this lease and any further or renewal term thereof.

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

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- 1.5 “Lessee’s Improvements” shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude “Lessor’s Property”.
- 1.6 “Lessee’s Outgoings” means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.7 “Lessor’s Property” means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.
- 1.8 “Value of the Land” means the market value of the freehold interest in the Land as at the relevant rent review date, as vacant land in an unsubdivided state assessed in accordance with its then current underlying zoning or a courthouse, whichever is the greater, LESS a discount of twenty percent (20%) to reflect the terms and conditions of this Lease while the Ministry of Justice remains the Lessee.
- 1.9 “The Land”, “The Commencement Date”, “Annual Rental”, “Term of the Lease” and “Permitted Use” shall have the meanings ascribed to them in Schedule A.
- 1.10 The term “to sublet” shall include the granting of a licence to occupy the Land or part thereof and “subletting” and “sublease” shall be construed accordingly.
- 1.11 References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.12 A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.13 Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

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

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PART II - LESSEE'S COVENANTS

2 Lessee's Covenants

2.1 Annual Rent

- (a) Throughout the term of this Lease, including following the exercise of any rights of renewal by the Lessee, the Lessee shall pay rental as assessed in accordance with Schedule C for the Land which shall be adjusted on each rent review date and shall be assessed in accordance with clause 4.5 and Schedule C noting that for so long as the Lessee is His Majesty The King acting by and through the Chief Executive of the Ministry of Justice and for so long as the Lessee is using the land for the purpose of a Courthouse, the rent payable shall reflect the terms of this Lease and the use to which the Lessee is putting the Land, as a Courthouse.
- (b) The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

2.2 Payment of Lessee Outgoings

- (a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

2.3 Use of Land

The Lessee shall not, without the prior written consent of the Lessor first had and obtained, use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A which consent may be given or withheld at the absolute discretion in all things of the Lessor. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

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

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2.4 Compliance with Law

The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.

2.5 Avoidance of Danger

The Lessee shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from any Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- (b) Promptly remedy any danger or hazard that may arise on the Land;
- (c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

2.6 Maintenance of Lessee's Improvements

The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease.

2.7 No Lessor Maintenance

The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

2.8 Lessee's Further Maintenance and Repair Obligations

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land.

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

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2.9 Signage

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the purposes of the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby.

2.10 Insurance

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).
- (b) The provisions of this clause shall be of no application whilst the Lessee is **HIS MAJESTY THE KING**.

2.11 Sundry Lessee Acknowledgements

The Lessee acknowledges:

- (a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;
- (b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

2.12 GST

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

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

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2.13 Lessee's Acknowledgement

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

PART III - LESSOR'S COVENANTS

3 Lessor's Covenants

3.1 Quiet Enjoyment

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

3.2 Construction of or Alterations to Lessee's Improvements

The Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use of the Land and such consent shall not be unreasonably or arbitrarily withheld.

3.3 Lessor's Property

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.

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

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3.4 Lessor's Acknowledgements as to Lessee's Improvements

- (a) The Lessor acknowledges in relation to Lessee's Improvements that:
- (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;
 - (ii) Lessee's Improvements are to be fully insured by the Lessee in its own name; and
 - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.
- (b) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;
- (c) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within five (5) working days from the date of their receipt by the Lessor. If the Lessor fails to comply with the requirements of this clause 3.4(c) (time being of the essence) the Lessor shall procure the release and discharge of any mortgage or charge registered over the Land within ten (10) working days of receipt by the Lessor of a notice from the Lessee requiring such release and discharge;
- (d) That the Lessee may demolish or remove any Lessee's Improvements from the Land at any time during the continuance of this Lease without the prior written consent or any other consent of the Lessor upon condition that the Lessee reinstates the Land to a neat, tidy and safe condition after any such removal.

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

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3.5 Lessor Consent to Ground Works

- (a) Notwithstanding anything to the contrary in clauses 3.2 or 3.4(d), the Lessee shall not:
- (i) Make any excavation of the Land; or
 - (ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;
 - (iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed alteration or interference;
 - (iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in equal shares by the parties unless the engineer otherwise so determines.

3.6 Designation

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, the Lessee shall promptly uplift any designation.

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

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3.7 Provision of Certain Notices to the Lessees

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the government valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any submission as seen fit by the Lessee to the local authority or the relevant government department, as the case may be.

3.8 First Right of Refusal to Purchase

- (a) If, at any time during the term of this Lease or any renewal thereof the Lessor shall desire to sell the Land or the Lessor is required to sell the Land by a Mortgagee or Chargeholder the Lessor and/or the Mortgagee or Chargeholder as the case may be shall give to the Lessee notice in writing of the Lessor's intention to sell the Land, the price fixed by the Lessor for such purchase, and other terms and conditions proposed by the Lessor ("the Lessor's Notice").
- (b) The Lessor's Notice must be accompanied by a signed registered valuer's certificate substantiating the price fixed by the Lessor for such purpose, failing which the Lessor's Notice shall be null and void.
- (c) The Lessee shall have thirty (30) Working Days from the date of receipt of the Lessor's notice within which to elect by notice in writing to the Lessor ("the Lessee's Notice") to purchase the Land at the price and on the terms and conditions specified in the Lessor's Notice.
- (d) Upon the Lessee having exercised the Lessee's option to purchase by serving the Lessee's Notice pursuant to clause 3.8(c) the parties will be deemed to have entered into a contract for the sale and purchase of the Land on the terms of the agreement at the date of the exercise of the right then in use by the New Zealand Law Society in association with the Real Estate Institute of New Zealand.
- (e) The Lessee shall within eighty (80) Working Days of receipt by the Lessor of the Lessee's Notice complete the purchase by making payment to the Lessor of the purchase price specified in the Lessor's Notice plus GST (if any) and all rent, outgoings and other amounts payable and due or accruing due under the Lease up to the date of settlement. Upon such payment being made by the Lessee to the Lessor the Lessor will transfer the Land to the Lessee for an estate in fee simple free of any mortgage, charge or encumbrance.

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

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- (f) If the Lessee declines to elect to purchase the Land or does not give notice within the said period of thirty (30) Working Days after receipt of the Lessor's Notice then the Lessor will be at liberty to sell the Land on the open market, PROVIDED THAT the Lessor may not offer to sell the Land to any other party at a price lower than that first offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice without first reoffering the Land by notice in writing to the Lessee for purchase at such lower price and on such terms and conditions. In such case the Lessee shall have fourteen (14) Working Days after receipt of such notice in writing within which to elect to purchase the Land at such lower price or on such more favourable terms and conditions and shall complete such purchase in the manner hereinbefore provided within eighty (80) Working Days of receiving the Lessor's amended notice.
- (g) The provisions of clause 3.8(f) shall apply each time the Lessor wishes to sell the Land to any other party at a price lower than that offered by the Lessor in the Lessor's Notice or on terms and conditions more favourable to a purchaser than those specified in the Lessor's Notice where such offer has been declined by the Tenant in accordance with the provisions of clause 3.8(f).
- (h) The Lessor agrees that this section 3.8 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the Lessee's interest by way of the first right of refusal to purchase created by this section 3.8 at any time after the date of this Deed.
- (i) For the purposes of the section 3.8 the term "sale" means:
- (i) A sale, transfer, vesting or other disposition of the Lessor's registered estate and interest in the Land;
 - (ii) The entering into by the Lessor of a superior lease in respect of the Land;
 - (iii) Where the Lessor is a company, the only asset of which is the Land (or the Land together with other Land leased to the Lessee), any change or rearrangement in the beneficial ownership of the shareholding of the Lessor having the effect of altering the effective control of the Lessor

and the word "sell" shall have a corresponding meaning.

3.9 Disposal of Lessor's Interest

- (a) Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land provided that:
- (i) the Lessor has first complied with the provisions of clause 3.8 herein on each and every occasion the Lessor proposes to dispose of the Lessor's interest in the Land; and

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

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- (ii) any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and
- (iii) for so long as the Lessee is a Government Agency the following further provisions shall apply:
 - a. The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
 - b. If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - i. The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - ii. The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;then the Lessee shall within ten (10) working days of receiving the Lessor's advice pursuant to clause 3.9(a)(iii)a above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;
 - c. If the Lessor does not receive written notice from the Lessee pursuant to clause 3.9(a)(iii)bi or 3.9(a)(iii)bii above together with grounds to substantiate its reasonable apprehension within ten (10) working days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
 - d. If the Lessee objects to the proposed Assignee in accordance with clause 3.9(a)(iii)bi or 3.9(a)(iii)bii above, then the Lessor shall not dispose of its interest to the proposed Assignee.
 - e. The Lessor agrees that this section 3.9 creates a caveatable interest in the Land in favour of the Lessee. The Lessee shall be entitled to lodge (at the Lessee's cost) a caveat against the title to the Land to secure the Lessee's interest in preventing the disposal of the Lessor's interest in the Land to a party to whom the Lessee has any reasonable objection in terms of clause 3.9(a)(iii)b at any time after the date of this Deed. Such caveat shall ensure that any prospective purchaser of the Lessor's interest in the Land is aware of the provisions of this clause section 3.9 and shall prevent the Lessor disposing of its interest in the Land without first complying with the requirements of this section 3.9.

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

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3.10 Health and Safety

The Lessor shall:

- (b) Take all reasonable precautions to minimise any danger or hazard arising from the Lessor's ownership of the Land;
- (c) Take all reasonable steps to ensure that any obligations placed on the Lessor as a Person Conducting a Business or Undertaking as that term is defined in the Health and Safety at Work Act 2015 by virtue of the Lessor's ownership of the Land, are met;
- (d) At all material times keep in place appropriate rules and procedures in order to comply with Health and Safety at Work requirements which the Lessor is obliged by law to comply with.

3.11 Lessor's Acknowledgement

The Lessor agrees that if the Land or any part of the Land has any inherent defect, whether arising prior to the Commencement Date or during the term of this Lease, the Lessee has no liability in respect of such inherent defect and the Lessor releases to the fullest extent permitted by law the Lessee, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessee or persons acting under the control of the Lessee.

PART IV – MUTUAL COVENANTS

4 Mutual Covenants

4.1 Assignment and Subletting

- (a) The Lessee will not without the previous consent in writing of the Lessor assign, transfer or sublease this Lease. Such consent shall not be unreasonably or arbitrarily withheld or delayed without some good cause assigned having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- (b) Notwithstanding subclause (a), where the Crown (as that term is defined in section 7 (1) of the Crown Entities Act 2004) remains as the Lessee under this Lease and in occupation of the Land no such consent shall be required from the Lessor except that on each occasion that a different Crown entity (as defined in section 2 of the Public Finance Act 1989) or any other Crown body or State Owned Enterprise assumes the role and obligations of the Lessee under this Lease, the Lessee shall notify the Lessor in writing of that change.

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

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- (c) In the case of an assignment where the proposed assignee or transferee is a company not listed by the New Zealand Stock Exchange the Lessor may require the controlling shareholders of such company to enter into a deed guaranteeing the performance by that company of the terms of this Lease such guarantee to be in a form acceptable to the Lessor.
- (d) This clause 4.1 applies to any assignment or subletting of the interest of the Lessee by any assignee of a bankrupt Lessee or any liquidator or receiver of a Lessee that is a company.
- (e) For the purpose of this clause 4.1, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be deemed assignment of this Lease and will require the consent of the Lessor unless such deemed assignment involves a change of effective control to any of the entities mentioned in clause 4.1(f).
- (f) For the purposes of clause 4.1(a), a proposed change in the effective control of any Lessee that is a Crown entity as that term is defined in section 7 (1) of the Crown Entities Act 2004 or a State Owned Enterprise shall be a proposed assignment of this Lease. The Lessor in deciding whether or not to grant consent shall only be entitled to consider the effect of the alteration of the effective control on the ability of the Lessee to continue to meet its obligations under the Lease including contingent liabilities. For the purposes of this clause any change in the management structure of the Lessee shall not be construed as a change in the effective control of the Lessee.
- (g) Where any assignment or transfer of this Lease is consented to by the Lessor, the Lessor may require the execution by the assignee or transferee of a deed of covenant with the Lessor, in a form prepared by the Lessor at the Lessee's expense, that the assignee or transferee will be bound by and perform the covenants in this Lease to be observed and performed by the Lessee but the execution of such covenant shall not release the Lessee from the Lessee's obligations under this Lease.
- (h) Where the Lessor consents to a subletting the consent shall extend only to the subletting and notwithstanding anything contained or implied in the sublease the consent shall not permit any Sublessee to deal with the sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

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- (i) Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by His Majesty The King (“**the Crown**”), the following provisions shall apply:
- (i) in the event of an assignment or transfer during the initial Term of the Lease the liability of the Crown shall cease at the expiration date of the initial Term of the Lease or of any licence period granted pursuant to clause 4.3, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of the initial Term of the Lease;
- (ii) in the event of an assignment or transfer during any renewed Term of the Lease, the liability of the Crown shall cease and determine as from the expiration of that renewed term or of any licence period granted pursuant to clause 4.3, whichever is the later, but without releasing the Crown in respect of any liability arising in relation to any breach of the provisions of the Lease or any other act or omission before the expiration date of such renewed term.
- (j) Where the Assignee is a party which is not a Crown entity, the Lessee will at the Lessee’s own expense procure the execution by the Assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to four (4) terms of five (5) years each so that the Lease will have a final expiry date if all rights of renewal are exercised at the date of expiration of a period of twenty (20) years following the expiration of the term of the Lease during which the assignment is effected.

4.2 Lessor may Remedy Lessee Default

- (a) Should the Lessee default in the observance or performance of any of the Lessee’s obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days’ written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.
- (b) Any notice served under the provisions of clause 4.2(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any such notice void.

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4.3 Lessee's Improvements

- (a) If at any time during the Term of the Lease the Lessee declares that the Lessee's Improvements is surplus to the requirements of the Crown and the Lessee decides to sell the Lessee's Improvements, then the Lessee will first give the Lessor notice in writing of the Lessee's intention to sell, the price fixed by the Lessee for such purposes, the timeframe for exercising the option to purchase (which shall be no less than 15 working days) and other terms and conditions proposed by the Lessee ("The Lessee's Notice"). If the Lessor does not exercise its right to purchase as specified in the Lessee's Notice, then the Lessee will be at liberty to sell the Lessee's Improvements on the open market provided the Lessee will not offer the Lessee's Improvements to any other party at a price lower than the first offered by the Lessee or more favourable terms and conditions than those specified in the Lessee's Notice.
- (b) Subject to clause 4.3(a), the parties acknowledge that:
- (i) The Lessee not being in breach of the Lease may, either prior to or on the expiry of this Lease, remove all or any Lessee's Improvements from the Land without being obliged to pay the Lessor any compensation for their removal if they are removed within a period of six months from the expiration or sooner determination of the within Lease, it being acknowledged by the Lessor that property in all Lessee's Improvements remains with the Lessee until this time and that no prior written consent or any other consent of the Lessor shall be required in respect of any such removal elected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of six (6) months subsequent to the expiration of this Lease and remove Lessee's Improvements and further that this provision shall ensure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
 - (ii) In the event the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and restore the Land to a neat, tidy and safe condition subsequent to any such removal;
 - (iii) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the expiration or sooner determination of the Lease or within six months after this time and notwithstanding any rule of law or equity to the contrary;
 - (iv) In any review of rent under the provisions of this Lease any Lessee's Improvements shall be entirely excluded from the assessment of any new rental;

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- (v) Notwithstanding the generality of the provisions of clause 4.3(b)(i), the Lessee shall not remove any boundary fencing or any sub-soil drainage or reticulated sub-soil service(s) or any retaining walls on the Land without the prior written consent of the Lessor, which may be given or withheld at the discretion in all things of the Lessor.

For the avoidance of doubt, nothing herein shall obligate the Lessee to remove the property referred to in this clause 4.3(b)(v), should the Lessee decide to abandon such property to the Lessor upon the expiration of this Lease;

- (vi) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;
- (vii) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall ensure for the benefit of the party entitled until completely performed;
- (viii) All Lessee's Improvements remaining upon the Land after the expiration of the six month period provided in subclause 4.3(b)(i) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor.

4.4 Renewal

- (a) The Lessee, not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term of any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule One from the date of expiry of the initial term of any subsequent term as follows:
- (i) The Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.5 as though the commencement date of the renewed term were a Rent Review Date.
- (ii) The renewed Lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.

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- (b) No earlier than 24 months prior to the expiration to the initial term or any subsequent term, the Lessor shall give written notice to the Lessee specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.4(a) within six (6) months from the date of receipt of notice from the Lessor (time being of the essence) then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease. The parties acknowledge and agree that the earlier state by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.4(b) is the date which falls 18 months prior to the expiration of the relevant term.
- (c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.4(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time up until the expiry date.
- (d) The annual rent for the first term of any renewal shall be agreed upon or, failing agreement, shall be determined in accordance with clause 4.5 which shall apply with such modifications as may be necessary.
- (e) Otherwise, the renewed Lease shall be upon the same terms and conditions as are expressed or implied in this Lease.

4.5 **Rent Review**

- (a) The Annual Rental payable as from each review date shall be determined as follows:
 - (i) Either party may not earlier than three (3) months prior to review date and not later than one (1) year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current annual rent as at the relevant review date, which shall be equal to six percent (6%) of the Value of the Land as defined in clause 1.8.
 - (ii) If the party receiving the notice (“the Recipient”) gives written notice to the party giving the notice (“the Initiator”) within twenty (20) Working Days after service of the Initiator’s notice disputing the annual rent proposed and specifying the annual rent proposed by the recipient as the current annual rent, then the new rent shall be determined in accordance with clause 4.5(b);
 - (iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator’s notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.

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- (iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than six (6) months after the relevant rent review date but subject to clause (c) and (d).
 - (v) The rent review at the option of either party may be recorded in a Deed.
 - (b) Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current annual rent for the Land, but if agreement is not reached within twenty (20) working days then the same may be determined either:
 - (i) By one party giving written notice to the other requiring the current annual rent for the Land to be determined by arbitration; or
 - (ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - a. Each party shall appoint a valuer and give written notice of the appointment to the other party within twenty (20) working days of the parties agreeing to so determine the new rent;
 - b. If the party receiving a notice fails to appoint a valuer within the twenty (20) working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - c. The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
 - d. The valuers appointed by the parties shall determine the current annual rent for the Land but if they fail to agree then the rent shall be determined by the third expert;
 - e. Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.
- In ascertaining the new annual rental to apply from a review date:
- f. The value of any building or improvements then existing upon the Land shall not be taken into consideration; and
 - g. For so long as the Lessee is a Government Agency, the parties and their valuers shall take into account the contents of Schedule C in determining the rent.

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When the new rent has been determined, the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and which provision shall be binding on the parties.

- (c) The annual rent so determined or accepted:
- (i) Shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payable at the commencement of such subsequent term; and
 - (ii) Shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than six (6) months after the Rent Review Date.
- (d) For the avoidance of doubt, where the rent review date coincides with the commencement of a renewed or subsequent terms, the annual rent shall be the current annual rent payable by the Lessee as agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.
- (e) Pending determination of the current annual rent for the Land, the Lessee if it is a Government Agency shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than three (3) months after the relevant review date, until the determination of the current annual rent, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay an interim rent as follows:
- (i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.
- (f) Upon determination of the new rent, any overpayment or any shortfall in payment shall immediately be payable by the Lessor or the Lessee as the case may be.

4.6 **Lessee's Right of Early Termination**

Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than twelve (12) months' notice in writing to that effect PROVIDED THAT:

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- (a) no such notice may be given so as to effect termination of this Lease within the first two (2) years of the initial term or the first two (2) years of any renewed term of this Lease; and
- (b) the parties' respective rights and obligations under this Lease will cease from the effective date of termination, but without prejudice to any rights which have accrued up to the date of termination.

4.7 Re-Entry

- (a) The Lessor may re-enter the Land where:
 - (i) rental is in arrears for a period exceeding thirty (30) days after any rent payment date;
 - (ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
 - (iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's Creditors;
 - (iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

- (b) Whilst **HIS MAJESTY THE KING** is the Lessee under this Lease and should **HIS MAJESTY THE KING** either default in the payment of any rental for a period exceeding thirty days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "**the Default Notice**") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged.
- (c) The Default Notice notwithstanding anything to the contrary contained in clause 4.7(a) above shall specify that:
 - (i) the Lessee must within thirty (30) days of receipt of such notice remedy the default specified; and
 - (ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.7.

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- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.7(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.7(b) shall be null and void ab initio.

4.8 Insurance

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self-insuring any Lessee's Improvements on the Land.
- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.
- (d) In the event that the Lessee elects not to effect reinstatement of the Lessee's Improvements following damage or destruction thereof, then the Lessee shall be entitled to determine this Lease by giving three (3) months' notice in writing to that effect to the Lessor. At the expiration of such period this Lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party.

4.9 Rating Assessments

The parties agree that the Lessee may at any time make application to the Valuation Department for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.

4.10 Entire Agreement

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

4.11 Differences and Disputes

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.
- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.

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- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies prescribed in clauses 4.6 and 4.7 hereof.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.5(b)(ii).

4.12 Service of Notices

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

4.13 Registration of Lease

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 2017 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

4.14 Costs

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.

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4.15 Interest

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

4.16 Essential Terms

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) **Payment of Rental:**

The covenant to pay rental or other money payable by the Lessee under this Lease;

(b) **Assignment and Sub Leasing:**

The provisions dealing with assignment and sub leasing; or

(c) **Use of Land:**

The provisions restricting the use of the Land.

4.17 Waiver

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

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4.18 Rent Moratorium

If any moratorium or other law, act or regulation that (notwithstanding clause 4.6 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.

4.19 Artefacts or Fossils

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

4.20 Exclusion of Implied Conditions

The parties agree that following covenants, conditions, and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 shall not apply to this Lease:

- (a) Part 2, Clause 5;
- (b) Part 2, Clause 10;
- (c) Part 2, Clause 11; and
- (d) Part 3, Clause 13.

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

DOCUMENTS

9.2: MINISTRY OF JUSTICE LEASE

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SCHEDULE C

Establishing Rental on Rent Reviews

1. The parties acknowledge and agree that in establishing the annual rental payable from the commencement date of this Lease, the rental was determined by assessing the current market value of the Land, applying an appropriate adjustment to reflect the designation and associated use of the Land as a Courthouse by the Lessee and calculating the rental based on a six percent (6%) yield.
2. The parties acknowledge the importance of maintaining consistency between the approach taken on setting the commencement rental and the approach to be taken in setting the rent payable by the Lessee while the Land remains designated as a Courthouse and used by the Lessee as a Courthouse.
3. In order to maintain consistency, the parties shall ensure that on each rent review, the respective valuers are instructed to assess the rent payable by the Ministry of Justice by assessing the rent based on the designation and use of the Land as a Courthouse, on the same basis as which the commencement rental was established at the outset of the Lease, as articulated in Schedule C Paragraph 1.

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

