

NGĀTI MARU
and
TE KĀHUI MARU TRUST: TE IWI O MARUWHARANUI
and
THE CROWN

TE HIRINGA TAKETAKE
DEED OF SETTLEMENT SCHEDULE:
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1. STATEMENTS OF ASSOCIATION

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1: STATEMENTS OF ASSOCIATION

The statements of association of Ngāti Maru are set out below. These are statements of Ngāti Maru's particular cultural, spiritual, historical and traditional association with identified areas or minerals.

Maru Taiao Area (as shown on deed plan OMCR-024-01)

Ngā Tongi o Maruwharanui

Waitaraiti kei runga, Mangaehu kei raro, Tatū ki te raki, Te Ihuwaka ki te tonga. Ngā awa honohono i ēnei tongi, ko Taramoukou, Manganui, Pātea ki te hauāuru, Tāngahoe ki uta, Whanganui, Tāngarākau, Hēao ki te rāwhiti.

Te tīpuna tuitui ko Waewaeroa. Kei roto i ēnei huahanga ngā whenua, ngā awa, ngā wairere, ngā puke teitei, ngā kōiwi o ngā tīpuna, me ngā tāonga katoa o Ngāti Maruwharanui, Whitikia Tina, Hui ē Tāiki ē!

Ngā Tongi

Mai i te puna wai o te Awaroa ki tōna hononga ki Maikaikatea, ka haere whenua mai ki te punawai o Maikaikatea tika tonu ki ngā puke tapu; Hinau, Tangitu, Pouiatōa, Tuipakē. Ka heke mai i te puna wai i Tuipakē i te puna wai o Taramoukou awa ki tōna putanga ki Te Awaroa, ki tōna hononga ki te awa o Manganui.

Ka huri ki te tonga, ka whai i te awa o Manganui ki te ara whenua o Te Ahurangi. Mai i Te Ahurangi ki te awa o Pātea ki tōna hononga ki te awa o Mangaehu. Mai i te awa o Mangaehu, ka haere whenua, ki te tihi o Mate ā Ongaonga.

Ka heke iho i Te Ihuwaka ki Tāngahoe ki uta ki tōna putanga ki te awa o Whanganui. Ka piki i te awa o Whanganui ki tōna hononga ki te awa o Tāngarākau ki tōna hononga ki te awa o Hēao. Ka piki atu i te awa o Hēao, tae atu ki tōna puna wai, ka haere whenua ka piki ki te tihi o Te Tatū. Ka heke iho i Te Tatū ki Te Rerepāhupahu, ka whiti atu ki Waitaraiti.

Ngā Tongi o Maruwharanui – Translation

Waitaraiti above, Mangaehu below, Tatū to the north, Te Ihuwaka to the south. The rivers that connect these tongi are: Taramoukou, Manganui, Pātea, Tāngahoe inland, Whanganui, Tāngarākau, Hēao defines the eastern boundary.

The ancestors that bind us is Waewaeroa. Within these tongi are all the lands. rivers, waterfalls, hills, the bones of our ancestors and all that is precious, which belongs to Ngāti Maruwharanui.

Ngā Tongi

From the spring that is the source of Te Awaroa, follow the river to Maikaikatea stream, follow this stream up to its source and then proceed directly to the sacred peaks of Hinau, Tangitū, Pouiatōa and Tuipakē. Descend Tuipakē to the source of Taramoukou, follow this river to where it joins Te Awaroa, proceed further down the river to where Te Awaroa joins with the Manganui River.

Now, turn to the south, follow Manganui River to the path known as Te Ahurangi. From where Te Ahurangi joins the river of Pātea, follow this river down to where it joins with the river of Mangaehu. From Manganui traverse the land to the peak of Mate ā Ongaonga.

From Te Ihuwaka, descend the inland Tāngahoe River to where it joins with the Whanganui River. Travel up the Whanganui River to where it joins the Tāngarākau River. Follow the Tāngarākau to

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where it joins the Hēao River. Follow the Hēao River to its source and then traverse across the land to the hill known as Tatū. Descend Tatū to the waterfall Rere Pahupahu and back to the beginning at Waitaraiti.

Part Whangamōmona Forest Conservation Area (as shown on deed plan OMCR-024-22) and **Whangamomona River and its tributaries** (as shown on deed plan OMCR-024-05)

The Whangamomona River is a tributary of the Whanganui River. The Whangamomona Conservation Area surrounds the Whangamomona River as it flows south-east from the Whangamomona township to the Matemateaonga Range.

The name Whangamomona is derived from a Ngāti Maru Ancestor, Hoti, and his practice of waylaying fat travellers and relieving them of their stores of food. Thin travellers could pass freely and may even receive a gift of food. Hence the name "Whanga" (to wait) "momona" (fat).

Hoti would frequent Te Ara o Taumatamahoe (the Taumatamahoe Track). Ngāti Maru record that the track was first trodden by the eponymous ancestor Maruwharanui. It crossed the Whangamomona River between two Ngāti Maru pā, Te Whakauranga and Te Aotuhia. The route of Te Ara o Taumatamahoe passes through the present day Whangamomona Conservation Area.

Te Whakauranga pā and Te Aotuhia pā were significant to Ngāti Maru, and the Rangatira here in 1840 were Manihera Hurataiore (aka. Te Ikahaehae) and Kapua Tarere. On this path, near Ngamataniho, is a burial cave known as – Te Rua o Whaita (Whaita was the son of Maruwharanui – the eponymous ancestor of Ngāti Maru). A Waiata tangi by Reremai Keepa for his deceased brother Kapua makes reference to it.

Whangamomona was known for its mahinga kai, particularly uncultivated food such as nikau heart, tawhara, parore, berries, and wild honey. Snaring of rats (Ngamataniho), pigeons and other birds was undertaken seasonally in this part of the rohe. Uncultivated food is still procured in this general area by Ngāti Maru. Pig Hunters among the Iwi also use this area.

Part Tāngarākau Forest Conservation Area (as shown on deed plan OMCR-024-03) and **Tangarakau River and its tributaries** (as shown on deed plan OMCR-024-04)

The Tangarakau River flows south from the Waitaanga forest to join the Whanganui River at Maitawhetu Pā. The Tāngarākau Forest Conservation Area lies between the upper reaches of the Tangarakau River and Heao Stream (the eastern boundary of the rohe).

The name Tangarakau originates from the celebrated Takitimu explorer Tamatea-Ure-Haea (Tamatea the Circumcised), also known as Tamatea-Pokai-Whenua (Tamatea who encircled the land), to whose whānau Ngāti Maru trace their whakapapa. Ngāti Maru relate the story of Tamatea travelling up the Whanganui River in the 1300s and cutting (tanga) timber (rakau) to repair his waka in the area, thus giving the area its name.

When Tamatea arrived in the Upper Whanganui River area, he met the Kahui Maru people. Maruwharanui, the eponymous ancestor of Ngāti Maru belonged to this iwi. Tamatea married Mahakiroa – who was also of the Kahui Maru people and their daughter, Hineue, became the wife of Marukōpiri, the younger brother of Maruwharanui.

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This was a significant union as it represented the intermingling of the Hawaiiki people (Takitimu) with the earlier Tangata Whenua (Kahui Maru) and is an important juncture in Ngāti Maru history and represents a long historical association with the area.

Ngāti Maru maintained a landing site on the Tangarakau, which facilitated excursions down the Whanganui River for generations. Ngāti Maru consider four pā sites in the Tahora district, near the headwaters of the Tangarakau River, to be of significance. The pā are Rimuputa, Omapu, Pouatu, (Pou-a-Tu) and Kaito (Tahoraparoa). Ngāti Maru record that Kaito Pā was the oldest pā and is historically important to Ngāti Maru who recall that their ancestor, Tuihu of the Ngāti Hinemokai hapu, lived at Kaito pā and was buried there with his son, Matangiuretake. Tuihu was considered to be a strong warrior who protected the pā from invasion.

Prior to 1840, Ngāti Maru Chieftainess Haratapu married Ngataierua, a descendant of Marukopiri. From this union, are the descendants of Ngāti Tu, a branch of Ngāti Maru and the occupants of Pou-a-Tu.

According to Ngāti Maru, numerous settlements were present on the Tangarakau River. It is also recorded that during the 1820s, Ngāti Maru had villages at the Tangarakau clearing, at the junction of the Tangarakau River and the Raekohua Stream, or the present-day locality of Tangarakau.

Ngāti Maru remember how waka were dragged from the headwaters of the Waitara River, and then carried overland to the Tangarakau River on which iwi travelled downstream to the Whanganui River. Ngāti Maru record that during the 1860s, Mangaone became a refuge for Pai Marire adherents from other parts of Taranaki and Whanganui, and a niu pole was erected there. Mangaone is recorded in the West Coast Commission report as an old village site.

The Tangarakau River was a rich source of tuna (eels), inanga (whitebait), koura (freshwater crayfish) and kakahi (freshwater mussels). Waikauwia, Mangaone and Otamakaiwaewae were Historical Pa-Tuna (eeling camps) located on the Tangarakau. The Tangarakau remains a mahinga-kai site for Ngāti Maru to this day.

The Mataiwhetu Pā is located by Ngāti Maru at the convergence of the Tangarakau and Whanganui Rivers, where the Taumatamahoe Track finishes and near the boundary of the Whangamomona Conservation Area. Mataiwhetu Pā is referenced frequently in Ngāti Maru accounts of the region as an important Pā on the Whanganui River. Ngāti Maru view this site as a pou whenua that reflects their traditional presence on the Whanganui River. The parents of Tūmai resided at Mataiwhetu. Ngāti Maru also refer to an urupā at Mataiwhetu, in which both Ngāti Maru and Ngāti Hāua tupuna were buried (including the son of Tahuri).

Part Waitaanga Conservation Area (as shown on deed plan OMCR-024-20)

Part Waitaanga Conservation Area is the northernmost boundary of the rohe, and includes the headwaters of the Tangarakau River, and Te Rerepahupahu Falls.

The name 'Rerepahupahu' was given because it echoes the sound of the falls as the water rushes into the pool below. Ngāti Maru kaumatua record that Rerepahupahu was a ceremonial site visited by the Waewaeroa, during a periodic circumnavigation of the rohe by Ngāti Maru tohunga, who

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carried kōrero to each Ngāti Maru pā. At key sites along the journey specific ceremonies and rites were carried out. Rerepahupahu was one of these key sites.

The Tangarakau River flows south from the Waitaanga forest to join the Whanganui River at Maitawhetu Pā. The name Tangarakau originates from the celebrated Takitimu explorer Tamatea-Ure-Haea, also known as Tamatea-Pokai-Whenua, to whose whānau Ngāti Maru trace their whakapapa. Ngāti Maru relate the story of Tamatea travelling up the Whanganui River in the 1300s and cutting (tanga) timber (rakau) to repair his waka in the area, thus giving the area its name. The Tangarakau area provided agricultural and game opportunities for Ngāti Maru. The Tangarakau River was a rich source of eels and freshwater crayfish, mutton-birds could be hunted nearby, and the edible roots of bracken fern were also collected from the area to be roasted and pounded before eating. Kumara, puha and later, potatoes, may also have been cultivated in the upper Tangarakau area.

Part Pouiatoa Conservation Area (as shown on deed plan OMCR-024-18)

Part Pouiatoa Conservation Area is on the northern bank of the Waitara River, north of Purangi.

Ngāti Maru consider Pouiatoa and Tuipake, both within the Pouiatoa Conservation Area, to be sacred peaks. Pouiatoa and Tuipake, along with nearby peaks Tangitu and Hinau, are collectively referred to as "Nga Puke Teitei". For Ngāti Maru, these peaks are pou whenua of the Maru rohe, creating a boundary between Ngāti Maru and their neighbours, and as points of connection between themselves and their relatives. Within this area there are sites of strong cultural significance to Ngāti Maru, places of extreme tapu due to the functions and ceremonies that were carried out upon them. For that reason, Ngāti Maru will not publicly disclose their location.

Pouiatoa Conservation Area is on the banks of the Waitara River adjacent to the only significant blocks of Māori land remaining in Ngāti Maru ownership. Ngāti Maru record that from the time of their eponymous ancestor, Maruwharanui, they have lived by, and drawn sustenance from the Waitara River. The iwi are connected spiritually and physically to the length of the river. Pouiatoa Conservation Area encapsulates the former pā of Pouiatoa and Tuipake on the river. The Pouiatoa Conservation Area is also near Te Whaititanga Pā at the mouth of Matau Stream.

Okau Scenic Reserve (as shown on deed plan OMCR-024-16) and **Mataru Scenic Reserve** (as shown on deed plan OMCR-024-12)

Okau Scenic Reserve and Mataru Scenic Reserve are wetlands located near the source of the Waitara River, approximately 10km north of Tahora, and close to the extensive Tongapōrutu track that linked the inland areas to the coast. This is an area of significant wetlands and mahinga kai.

The wetlands comprising Okau Scenic Reserve and Mataru Scenic Reserve drain into the Tongaporutu River, but are fed in turn by streams draining Waitaraiti and Mt Damper – the northern crest of the Ngāti Maru area of interest. These wetlands were a source of food for Ngāti Maru as they travelled their rohe.

Part Rerekapa Falls Recreation Reserve (as shown on deed plan OMCR-024-19) and **Part Moki Conservation Area** (as shown on deed plan OMCR-024-14)

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Part Rerekapa Falls Recreation Reserve and Part Moki Conservation Area are in the headwaters of the Waitara River.

Taken together, Part Moki Conservation Area and Part Rerekapa Falls Recreation Reserve cover the first 10 km of the Waitara River. Ngāti Maru record that from the time of their eponymous ancestor, Maruwharanui, they have lived by, and drawn sustenance from the Waitara River. Ngāti Maru kaumatua remember Ngāti Maru paddling canoes, building pā, planting crops, and fishing along the river. The iwi are connected spiritually and physically to the length of the river, from its source along 194 km until it meets the Manganui River. Ngāti Maru record eighteen Ngāti Maru pā or kāinga located along the banks of the Waitara River.

Part Moki Conservation Area includes both Waitaraiti, the hill from which the Waitara first drains, and Punawai o Te Awaroa, the source of the river itself inside a small cave (Te Awaroa being the Ngāti Maru name for the Waitara River).

Jury Conservation Area (as shown on deed plan OMCR-024-07) and **Kirai Scenic Reserve** (as shown on deed plan OMCR-024-09)

Jury Conservation Area is on the Makahu Stream and borders Te Wera Crown forestry licensed land to the east. Kirai Scenic Reserve is located at the south end of Te Wera Crown forestry licensed land, on the slopes of the puke Kirai and Turakirai between the Makahu and Mangaōtuku valleys.

Both sites are close to Mangaterangi Pā, which occupied a defensive position on a high ridge that commanded a panoramic view of the Mangaōtuku and Makahu valleys. To this day, Mangaterangi Pā is known by both Ngāti Maru and Pākeha locals as 'Fort Gully'. The area was formerly forested with tawa, a timber resource as well as a food staple (tawa berries) when in season. The Makahu valley was also the site of Ngāti Maru cultivations.

The surrounding Makahu, Mangarewa, Mangaehu and Mangaōtuku valleys were also areas where Ngāti Maru quarried for stone, particularly pūrangi. The stones were collected from the shingle banks in the very steep upper reaches of the streams and transported downstream to be re-worked. The stones were made into tools and ornaments and were used as an everyday resource by Ngāti Maru. Pūrangi stone was also used as a resource of trade with coastal iwi.

Kirai Scenic Reserve is also a short distance upstream from the former Murimotu Pā, at the junction of the Makahu and Mangaehu Streams, the site of the present-day village of Makahu. Murimotu was also an urupā and quarry site for stones such as pūrangi.

Kerekeringa Conservation Area (as shown on deed plan OMCR-024-08)

The Kerekeringa Conservation Area is directly across the Waitara River from the historic Kerekeringa Pā, or Kerikeri te Ringa pā, located on the Puketapu Peninsula with a narrow strip of land serving as its only access route. The traditional name for the land on which the Kerekeringa Conservation Area is located is Pukerata. Pukerata has historical significance for Ngāti Maru, particularly the Ngāti Hinemokai hapu, as the location of Pukekakamaru Pā and urupā.

During the 1820s, Ngāti Maru and other Taranaki iwi were attacked by northern iwi who possessed muskets. Under the leadership of Chief Rere Kopua, Ngāti Maru were initially able to resist the

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attack, which took place a few miles east of Kerikeringa at Pa-kai-tangata in the Mangamoehau Valley.

Pukekakamaru Pā was invaded and became an urupā where the fallen were interred. The surviving occupants fled. They passed the land that is now the Kerikeringa Conservation Area and crossed the river there to gather for safety at Kerikeringa Pā.

Ngāti Maru fought off a further attack, but upon being attacked a third time at Kerikeringa, Ngāti Maru were overcome, and the vacant site of Kerikeringa was used as an urupā afterwards. Ngāti Maru record that the present day Ngāti Maru marae, Pukehou Te Upoko o Te Whenua, on the banks of the Waitara River in Tarata township, is named in consequence of the battle.

In 1875, a mass exodus occurred of Ngāti Maru to Parihaka. A Ngāti Maru Chief, Wirihana Te Hihimua, remained behind as one of the Kaitiaki – to maintain the 'tribal fires' on the land and to act as a sentinel. His headquarters were at Pukerata.

Autawa Road Conservation Area (as shown on deed plan OMCR-024-06), **Marginal Strip – Waitara River** (as shown on deed plan OMCR-024-11) and **Kirikiri** (as shown on deed plan OMCR-024-02)

The Autawa Road Conservation Area and Kirikiri site are located directly across the Waitara River from the site of the Kawau kāinga, with Marginal Strip - Waitara River a short distance downstream. In the 1870s, Kawau was described as a "large village of well-built raupo and nikau thatched houses; between the village and the forest were the cultivations of potatoes, kumara and taro.... [and] a short distance below ... was a large pā-tuna (eel-weir) consisting of two rows of stout manuka stakes set closely together and sunk into the river bed and converging in a V, at the lower end of which hinaki (eelbaskets) were set for ... catching the piharau (lamprey), which abounded in the Waitara" (Cowan).

Te Amo was the Chief at Kawau and the main hapū of Ngāti Maru that lived there were Ngāti Hinemokai and Ngāti Kopua (also referred to as Ngariki). Ngāti Maru continue to use this area as a traditional mahinga-kai and Kawau is remembered as being the last large settlement before Ngāti Maru left en masse for Parihaka in 1875. All three sites are a short distance upstream from the present day Ngāti Maru marae, Pukehou Te Upoko o Te Whenua.

Matau Conservation Area (as shown on deed plan OMCR-024-13), **Whetu Conservation Area** (as shown on deed plan OMCR-024-23), and **Ngatoto Conservation Area** (as shown on deed plan OMCR-024-15)

Matau Conservation, Whetu Conservation Area and Ngatoto Conservation Area are situated in the bushed area between Matau Stream and the Waitara River.

These sites are located just south of Te Whaititanga Pā, which stands at the mouth of the Matau Stream. This pā is significant to Ngāti Maru as the location of a battle between Ngāti Maru and neighbouring iwi. A subsequent battle known as Maringiawai between Ngāti Maru and allied neighbouring iwi against a combined attacking force also occurred in the Matau area. Ngāti Maru record that the battle at Maringiawai was the last battle between their iwi and neighbouring groups, and marked the beginning of continued peace between Ngāti Maru and their neighbours.

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Matau Conservation Area, Whetu Conservation Area and Ngatoto Conservation Area are all traditional sites of Ngāti Maru occupation, some of many utilised by Ngāti Maru during seasonal food gathering. The upper reaches of the Waitara river were renowned as mahinga kai. Tuna, Kōura, Piharau and a variety of birdlife that sustained Ngāti Maru were obtained from this site.

Notably, all three sites are also adjacent to the Ngāti Maru A-F Blocks which were returned to Ngāti Maru during the early 1900s.

Waitara River and its tributaries (as shown on deed plan OMCR-024-21)

The Waitara River, or Te Awaroa as it is known by Ngāti Maru, has the second-largest catchment area in Taranaki. The river drains the north-eastern slopes of Taranaki Maunga, and large portions of Taranaki's eastern hill country.

Ngāti Maru record that from the time of their eponymous ancestor, Maruwharanui, they have lived by, and drawn sustenance from the Waitara River. The iwi are connected spiritually and physically to the length of the river, from its source inside a small cave known as Waitaraiti along 194 km until it meets the Manganui River, approximately 15 km from the coast. Ngāti Maru record eighteen Ngāti Maru pā or kāinga located along the banks of the Waitara River (including Maikatea, Te Whaititanga, Te Nau, Manutangihia, Ngakorako, Mangahau, Purangi, Pukemahoe, Paritutu, Aotawa, Kopua, Paihau, Kawau, Kerikeringa, Pukekakamaru, Te Araitī and Waituhi).

Ngāti Maru have expressed their relationship with the Waitara River as that of descendants from an ancestor. Kaumatua have also identified Ngāti Maru's eponymous ancestor, Maruwharanui, as a taniwha and the spirit of the river, and in Ngāti Maru's whakapapa. Ngāti Maru believe that in ancestral times, the Waitara River was also home to taniwha that were both revered and feared by Ngāti Maru people. The taniwha Parahia lived at Otuhira on a bend in the river, south of Puketui. Other taniwha were thought to reside at the base of the cliff known as Haumea-nui near Ngakorako and under the riverbanks at Te Kopua. The known hiding spots of taniwha would be treated with respect by swimmers and canoers using the river.

Along the Waitara River, Ngāti Maru kaumatua remember Ngāti Maru paddling canoes, building pā, planting crops, and fishing. Piharau (lamprey eels), an important food source, were caught between July and August at the fords of Mangaoapa. The Ngāti Hinemokai hapū owned a great pā-tuna (eel weir) at Kawau. Paihau pā along the Waitara River housed a site for steeping kaanga pirau (fermented corn), and Ngāti Maru comment that this was likely to have also occurred throughout the rohe.

Manganui River and its tributaries (as shown on deed plan OMCR-024-10)

The Manganui River is a major tributary of the Waitara River. Its catchment headwaters lie on the north-eastern slopes of Mount Taranaki, and the river is the western boundary of the Ngāti Maru rohe.

The midpoint between two springs – Manganui and Patea – on the maunga was known as Te Ahurangi. Te Ahurangi was a tuahu (place of ritual) of Te Waewaeroa (the priests of Ngāti Maru) and both the commencement and end point of their annual hīkoi encircling the Ngāti Maru rohe in

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ancient times. Te Waewaeroa followed the Manganui River from its confluence with the Waitara River to its source on the Mouna.

Te Ahurangi was maintained by Te Waewaeroa and was considered to be a powerful place. Waiora (the Waters of Life) could be obtained directly for use in rejuvenating damaged mauri and to counteract the evil that caused it. Healing energies could also be sent overland via the rivers themselves.

Accordingly, the Manganui River is significant to Ngāti Maru both for its spiritual association with the maunga and its connection with the Waitara River.

Patea River and its tributaries (as shown on deed plan OMCR-024-17)

The Patea River and its tributaries are the third largest catchment area in Taranaki. The river drains the eastern slopes of Mount Taranaki, and the upper and lower ring-plain, and portions of the eastern hill country. It comprises the southern boundary of the Ngāti Maru rohe, from its source on the maunga to its confluence with the Mangaehu River.

Patea-nui-a-Turi was named by Turi – navigator of the Aotea waka and an ancestor of Ngāti Maru. Turi's eldest grandson, Tamatea-Kopiri, married Te Reimatia, the daughter of the eponymous ancestor, Maruwharanui. The specific lineage of Ngāti Maru descends through this union.

Te Ahurangi was a tuahu (place of ritual) located at the midpoint between two springs – Patea and Manganui – on the maunga. Te Ahurangi was maintained by Te Waewaeroa – the priests of Ngāti Maru – and was considered to be a powerful place. Waiora (the Waters of Life) could be obtained directly for use in rejuvenating damaged mauri and to counteract the evil that caused it. Healing energies could also be sent overland via the rivers themselves. The healer favoured fast-flowing water, a quality that the Patea was renowned for, particularly at the many junctions where the water course naturally widens. This was a healing place and accordingly considered to be one of the holy places of Ngāti Maru.

Te Waewaeroa commenced their year long journey at Te Ahurangi. The first stage was a descent down the maunga following the course of the Patea River. They rested on arrival at Whakaahurangi (named for the place where Ngāti Maru ancestor Ruaputahanga laid down to sleep while travelling back to Hawera), in present day Stratford. The stretch of land from Stratford to Huinga were places to assemble, congregate, and gather thoughts.

A Ngāti Maru ancestor, Tuhaepo, regularly lived at two places: one at Ohu-o-whata, near Tawhata (25 km south of Taumarunui) and the other where the Mangarangi Stream joins the Patea River (close to the present-day Stratford Primary School). Tuhaepo was regarded as a powerful tohunga who travelled between both places on the back of Huarau – his flying taniwha.

Pākohe

Pākohe is an argillite stone similar to Pūrangi that was quarried and used by Ngāti Maru. Its functional purposes were as tools, tāonga and weapons. It ranges in colour from various shades of green and brown, and it is often very dark.

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This resource was sourced from the rivers on the eastern edges of the Ngāti Maru rohe, particularly the Whanganui river. It was common in the northern reaches of the Whanganui River where Ngāti Maru has strong tenure and filial relationships. Culturally, this is just one more connection that binds Ngāti Maru to the wider Whanganui populace.

Pākohe was collected along gravel beds and quarried, then broken and flaked by using hammerstones, or fire and water to access the interior stone which made sharper and more useful tools. These tools were used for domestic purposes within the kāinga, and it also was a valuable item of trade with other iwi without access to the hard and flakey argillite.

Pūrangi stone

Pūrangi stone is a hard, flakey, highly indurated sandstone which was quarried and collected by Ngāti Maru from a number of sites within our rohe. The stone comes in various shades from mid-green to dark green colouration, the presence of Chlorite giving it the green colour.

Quarries have been excavated in Tarata and Pūrangi near the great Ngāti Maru Pā sites of Te Kerikeringa and Mangahau respectively. It was also found in the river systems south-east of Pūrangi that make-up part of the Patea river catchment. The Makahu, Mangarewa, Mangaehu and Mangaōtuku streams were all sources of Pūrangi. The stones were collected from the shingle banks in the very steep upper reaches of the streams and transported downstream to be re-worked.

In earlier times, it is recalled that the Pūrangi stones were formed by Te Manu nui o Ruakapanga, dripping spit from its beak as it quenched its thirst at Pūrangi, along the Waitara river, thus forming the small pebbles and stones of green argillite.

The stones were made into tools and ornaments and were used as an everyday resource by Ngāti Maru during the "pre-contact" era. The value of the stone was its hardness and ability to be worked to a sharp edge which made useful toki and cutting tools. Pūrangi stone was also used as a resource of trade with coastal iwi. In contrast the majority of stones found on the coast were coarse-grained volcanic rock that made ideal stone pounders but lacked the necessary qualities to hold a sharp edge.

After the arrival of Pākeha, Pūrangi was quarried along with the rocks and pea metal excavated to build the roads of east Taranaki. It was found as pebbles and larger stones interspersed with the excavated metal, as a result it could often be picked up on the side of the road.

The locality and former kāinga of Purangi was named for the mineral found there. Collectively, Pūrangi, Ngākorako, Māhau, Ruamatā and Pukemāhoe were the bastion of the Ngāti Maru hapu - Ngāti Teika, Ngāti Kuī and Ngāti Tamakehu.

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**2.1 Deed of Recognition by the Minister of Conservation and
Director-General**

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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 Maru; and

1.1.2 the trustees of Te Kāhui Maru Trust: Te Iwi o Maruwharanui (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 Part Whangamōmona Forest Conservation Area (as shown on deed plan OMCR-024-22):

1.2.2 Part Tāngarākau Forest Conservation Area (as shown marked B on deed plan OMCR-024-03):

1.2.3 Part Waitaanga Conservation Area (as shown on deed plan OMCR-024-20):

1.2.4 Part Pouiatoa Conservation Area (as shown on deed plan OMCR-024-18):

1.2.5 Okau Scenic Reserve (as shown on deed plan OMCR-024-16):

1.2.6 Mataru Scenic Reserve (as shown on deed plan OMCR-024-12):

1.2.7 Part Rerekapa Falls Recreation Reserve (as shown on deed plan OMCR-024-19):

1.2.8 Part Moki Conservation Area (as shown on deed plan OMCR-024-14):

1.2.9 Jury Conservation Area (as shown on deed plan OMCR-024-07):

1.2.10 Kerekeringa Conservation Area (as shown on deed plan OMCR-024-08):

1.2.11 Autawa Road Conservation Area (as shown on deed plan OMCR-024-06):

1.2.12 Kirai Scenic Reserve (as shown on deed plan OMCR-024-09):

1.2.13 Marginal Strip – Waitara River (as shown on deed plan OMCR-024-11):

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- 1.2.14 Waitara River and its tributaries within the area of interest (as shown on deed plan OMCR-024-21):
 - 1.2.15 Manganui River and its tributaries within the area of interest (as shown on deed plan OMCR-024-10):
 - 1.2.16 Patea River and its tributaries within the area of interest (as shown on deed plan OMCR-024-17):
 - 1.2.17 Matau Conservation Area (as shown on deed plan OMCR-024-13):
 - 1.2.18 Ngatoto Conservation Area (as shown on deed plan OMCR-024-15):
 - 1.2.19 Whetu Conservation Area (as shown on deed plan OMCR-024-23).
- 1.3 Those statements of association are –
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the [Ngāti Maru 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:

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(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

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 -

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Department of Conservation
Conservation House
Whare Kaupapa Atawhai
18 Manners Street
Wellington 6011
PO Box 10420
The Terrace
Wellington 6143.

6 AMENDMENT

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

7 NO ASSIGNMENT

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

8 DEFINITIONS

- 8.1 In this deed -

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

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

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

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

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

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

Minister means the Minister of Conservation; and

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

settling group and Ngāti Maru 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

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

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

9 INTERPRETATION

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

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

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

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

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

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

9.8 A reference to -

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

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

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

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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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Schedule

Copies of Statements of Association

Part Whangamōmona Forest Conservation Area (as shown on deed plan OMCR-024-22)

The Whangamomona Conservation Area surrounds the Whangamomona River as it flows south-east from the Whangamomona township to the Matemateaonga Range.

The name Whangamomona is derived from a Ngāti Maru Ancestor, Hoti, and his practice of waylaying fat travellers and relieving them of their stores of food. Thin travellers could pass freely and may even receive a gift of food. Hence the name "Whanga" (to wait) "momona" (fat).

Hoti would frequent Te Ara o Taumatamahoe (the Taumatamahoe Track). Ngāti Maru record that the track was first trodden by the eponymous ancestor Maruwharanui. It crossed the Whangamomona River between two Ngāti Maru pā, Te Whakauranga and Te Aotuhia. The route of Te Ara o Taumatamahoe passes through the present day Whangamomona Conservation Area.

Te Whakauranga pā and Te Aotuhia pā were significant to Ngāti Maru, and the Rangatira here in 1840 were Manihera Hurataiore (aka. Te Ikahaehae) and Kapua Tarere. On this path, near Ngamataniho, is a burial cave known as – Te Rua o Whaita (Whaita was the son of Maruwharanui – the eponymous ancestor of Ngāti Maru). A Waiata tangi by Reremai Keepa for his deceased brother Kapua makes reference to it.

Whangamomona was known for its mahinga kai, particularly uncultivated food such as nikau heart, tawhara, parore, berries, and wild honey. Snaring of rats (Ngamataniho), pigeons and other birds was undertaken seasonally in this part of the rohe. Uncultivated food is still procured in this general area by Ngāti Maru. Pig Hunters among the Iwi also use this area.

Part Tāngarākau Forest Conservation Area (as shown on deed plan OMCR-024-03)

The Tangarakau River flows south from the Waitaanga forest to join the Whanganui River at Maitawhetu Pā. The Tāngarākau Forest Conservation Area lies between the upper reaches of the Tangarakau River and Heao Stream (the eastern boundary of the rohe).

The name Tangarakau originates from the celebrated Takitimu explorer Tamatea-Ure-Haea (Tamatea the Circumcised), also known as Tamatea-Pokai-Whenua (Tamatea who encircled the land), to whose whānau Ngāti Maru trace their whakapapa. Ngāti Maru relate the story of Tamatea travelling up the Whanganui River in the 1300s and cutting (tanga) timber (rakau) to repair his waka in the area, thus giving the area its name.

When Tamatea arrived in the Upper Whanganui River area, he met the Kahui Maru people. Maruwharanui, the eponymous ancestor of Ngāti Maru belonged to this iwi. Tamatea married Mahakiroa – who was also of the Kahui Maru people and their daughter, Hineue, became the wife of Marukōpiri, the younger brother of Maruwharanui.

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This was a significant union as it represented the intermingling of the Hawaiiki people (Takitimu) with the earlier Tangata Whenua (Kahui Maru) and is an important juncture in Ngāti Maru history and represents a long historical association with the area.

Ngāti Maru maintained a landing site on the Tangarakau, which facilitated excursions down the Whanganui River for generations. Ngāti Maru consider four pā sites in the Tahora district, near the headwaters of the Tangarakau River, to be of significance. The pā are Rimuputa, Omapu, Pouatu, (Pou-a-Tu) and Kaito (Tahoraparoa). Ngāti Maru record that Kaito Pā was the oldest pā and is historically important to Ngāti Maru who recall that their ancestor, Tuihu of the Ngāti Hinemokai hapu, lived at Kaito pā and was buried there with his son, Matangiuretaka. Tuihu was considered to be a strong warrior who protected the pā from invasion.

Prior to 1840, Ngāti Maru Chieftainess Haratapu married Ngataierua, a descendant of Marukopiri. From this union, are the descendants of Ngāti Tu, a branch of Ngāti Maru and the occupants of Pou-a-Tu.

According to Ngāti Maru, numerous settlements were present on the Tangarakau River. It is also recorded that during the 1820s, Ngāti Maru had villages at the Tangarakau clearing, at the junction of the Tangarakau River and the Raekohua Stream, or the present-day locality of Tangarakau.

Ngāti Maru remember how waka were dragged from the headwaters of the Waitara River, and then carried overland to the Tangarakau River on which iwi travelled downstream to the Whanganui River. Ngāti Maru record that during the 1860s, Mangaone became a refuge for Pai Marire adherents from other parts of Taranaki and Whanganui, and a niu pole was erected there. Mangaone is recorded in the West Coast Commission report as an old village site.

The Tangarakau River was a rich source of tuna (eels), inanga (whitebait), koura (freshwater crayfish) and kakahi (freshwater mussels). Waikauwia, Mangaone and Otamakaiwaewae were Historical Pa-Tuna (eeling camps) located on the Tangarakau. The Tangarakau remains a mahinga-kai site for Ngāti Maru to this day.

The Mataiwhetu Pā is located by Ngāti Maru at the convergence of the Tangarakau and Whanganui Rivers, where the Taumatamahoe Track finishes and near the boundary of the Whangamomona Conservation Area. Mataiwhetu Pā is referenced frequently in Ngāti Maru accounts of the region as an important Pā on the Whanganui River. Ngāti Maru view this site as a pou whenua that reflects their traditional presence on the Whanganui River. The parents of Tūmai resided at Mataiwhetu. Ngāti Maru also refer to an urupā at Mataiwhetu, in which both Ngāti Maru and Ngāti Hāua tupuna were buried (including the son of Tahuri).

Part Waitaanga Conservation Area (as shown on deed plan OMCR-024-20)

Part Waitaanga Conservation Area is the northernmost boundary of the rohe, and includes the headwaters of the Tangarakau River, and Te Rerepahupahu Falls.

The name 'Rerepahupahu' was given because it echoes the sound of the falls as the water rushes into the pool below. Ngāti Maru kaumatua record that Rerepahupahu was a ceremonial site visited by the Waewaeroa, during a periodic circumnavigation of the rohe by Ngāti Maru tohunga, who

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carried kōrero to each Ngāti Maru pā. At key sites along the journey specific ceremonies and rites were carried out. Rerepahupahu was one of these key sites.

The Tangarakau River flows south from the Waitaanga forest to join the Whanganui River at Maitawhetu Pā. The name Tangarakau originates from the celebrated Takitimu explorer Tamatea-Ure-Haea, also known as Tamatea-Pokai-Whenua, to whose whānau Ngāti Maru trace their whakapapa. Ngāti Maru relate the story of Tamatea travelling up the Whanganui River in the 1300s and cutting (tanga) timber (rakau) to repair his waka in the area, thus giving the area its name. The Tangarakau area provided agricultural and game opportunities for Ngāti Maru. The Tangarakau River was a rich source of eels and freshwater crayfish, mutton-birds could be hunted nearby, and the edible roots of bracken fern were also collected from the area to be roasted and pounded before eating. Kumara, puha and later, potatoes, may also have been cultivated in the upper Tangarakau area.

Part Pouiatoa Conservation Area (as shown on deed plan OMCR-024-18)

Part Pouiatoa Conservation Area is on the northern bank of the Waitara River, north of Purangi.

Ngāti Maru consider Pouiatoa and Tuipake, both within the Pouiatoa Conservation Area, to be sacred peaks. Pouiatoa and Tuipake, along with nearby peaks Tangitu and Hinau, are collectively referred to as "Nga Puke Teitei". For Ngāti Maru, these peaks are pou whenua of the Maru rohe, creating a boundary between Ngāti Maru and their neighbours, and as points of connection between themselves and their relatives. Within this area there are sites of strong cultural significance to Ngāti Maru, places of extreme tapu due to the functions and ceremonies that were carried out upon them. For that reason, Ngāti Maru will not publicly disclose their location.

Pouiatoa Conservation Area is on the banks of the Waitara River adjacent to the only significant blocks of Māori land remaining in Ngāti Maru ownership. Ngāti Maru record that from the time of their eponymous ancestor, Maruwharanui, they have lived by, and drawn sustenance from the Waitara River. The iwi are connected spiritually and physically to the length of the river. Pouiatoa Conservation Area encapsulates the former pā of Pouiatoa and Tuipake on the river. The Pouiatoa Conservation Area is also near Te Whaititanga Pā at the mouth of Matau Stream.

Okau Scenic Reserve (as shown on deed plan OMCR-024-16) and **Mataru Scenic Reserve** (as shown on deed plan OMCR-024-12)

Okau Scenic Reserve and Mataru Scenic Reserve are wetlands located near the source of the Waitara River, approximately 10km north of Tahora, and close to the extensive Tongapōrutu track that linked the inland areas to the coast. This is an area of significant wetlands and mahinga kai.

The wetlands comprising Okau Scenic Reserve and Mataru Scenic Reserve drain into the Tongaporutu River, but are fed in turn by streams draining Waitaraiti and Mt Damper – the northern crest of the Ngāti Maru area of interest. These wetlands were a source of food for Ngāti Maru as they travelled their rohe.

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Part Rerekapa Falls Recreation Reserve (as shown on deed plan OMCR-024-19) and **Part Moki Conservation Area** (as shown on deed plan OMCR-024-14)

Part Rerekapa Falls Recreation Reserve and Part Moki Conservation Area are in the headwaters of the Waitara River.

Taken together, Part Moki Conservation Area and Part Rerekapa Falls Recreation Reserve cover the first 10 km of the Waitara River. Ngāti Maru record that from the time of their eponymous ancestor, Maruwharanui, they have lived by, and drawn sustenance from the Waitara River. Ngāti Maru kaumatua remember Ngāti Maru paddling canoes, building pā, planting crops, and fishing along the river. The iwi are connected spiritually and physically to the length of the river, from its source along 194 km until it meets the Manganui River. Ngāti Maru record eighteen Ngāti Maru pā or kāinga located along the banks of the Waitara River.

Part Moki Conservation Area includes both Waitaraiti, the hill from which the Waitara first drains, and Punawai o Te Awaroa, the source of the river itself inside a small cave (Te Awaroa being the Ngāti Maru name for the Waitara River).

Jury Conservation Area (as shown on deed plan OMCR-024-07) and **Kirai Scenic Reserve** (as shown on deed plan OMCR-024-09)

Jury Conservation Area is on the Makahu Stream and borders Te Wera Crown forestry licensed land to the east. Kirai Scenic Reserve is located at the south end of Te Wera Crown forestry licensed land, on the slopes of the puke Kirai and Turakirai between the Makahu and Mangaōtuku valleys.

Both sites are close to Mangaterangi Pā, which occupied a defensive position on a high ridge that commanded a panoramic view of the Mangaōtuku and Makahu valleys. To this day, Mangaterangi Pā is known by both Ngāti Maru and Pākeha locals as 'Fort Gully'. The area was formerly forested with tawa, a timber resource as well as a food staple (tawa berries) when in season. The Makahu valley was also the site of Ngāti Maru cultivations.

The surrounding Makahu, Mangarewa, Mangaehu and Mangaōtuku valleys were also areas where Ngāti Maru quarried for stone, particularly pūrangi. The stones were collected from the shingle banks in the very steep upper reaches of the streams and transported downstream to be re-worked. The stones were made into tools and ornaments and were used as an everyday resource by Ngāti Maru. Pūrangi stone was also used as a resource of trade with coastal iwi.

Kirai Scenic Reserve is also a short distance upstream from the former Murimotu Pā, at the junction of the Makahu and Mangaehu Streams, the site of the present-day village of Makahu. Murimotu was also an urupā and quarry site for stones such as pūrangi.

Kerikeringa Conservation Area (as shown on deed plan OMCR-024-08)

The Kerikeringa Conservation Area is directly across the Waitara River from the historic Kerikeringa Pā, or Kerikeri te Ringa pā, located on the Puketapu Peninsula with a narrow strip of land serving as its only access route. The traditional name for the land on which the Kerikeringa Conservation Area is located is Pukerata. Pukerata has historical significance for Ngāti Maru, particularly the Ngāti Hinemokai hapu, as the location of Pukekakamaru Pā and Urupā.

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During the 1820s, Ngāti Maru and other Taranaki iwi were attacked by northern iwi who possessed muskets. Under the leadership of Chief Rere Kopua, Ngāti Maru were initially able to resist the attack, which took place a few miles east of Kerikeringa at Pa-kai-tangata in the Mangamoehau Valley.

Pukekakamaru Pā was invaded and became an Urupā where the fallen were interred. The surviving occupants fled. They passed the land that is now the Kerikeringa Conservation Area and crossed the river there to gather for safety at Kerikeringa Pā.

Ngāti Maru fought off a further attack, but upon being attacked a third time at Kerikeringa, Ngāti Maru were overcome, and the vacant site of Kerikeringa was used as an urupā afterwards. Ngāti Maru record that the present day Ngāti Maru marae, Pukehou Te Upoko o Te Whenua, on the banks of the Waitara River in Tarata township, is named in consequence of the battle.

In 1875, a mass exodus occurred of Ngāti Maru to Parihaka. A Ngāti Maru Chief, Wirihana Te Hihimua, remained behind as one of the Kaitiaki – to maintain the ‘tribal fires’ on the land and to act as a sentinel. His headquarters were at Pukerata.

Autawa Road Conservation Area (as shown on deed plan OMCR-024-06) and **Marginal Strip – Waitara River** (as shown on deed plan OMCR-024-11)

The Autawa Road Conservation Area is located directly across the Waitara River from the site of the Kawau kāinga, and Marginal Strip - Waitara River is situated a short distance downstream. In the 1870s, Kawau was described as a “large village of well-built raupo and nikau thatched houses; between the village and the forest were the cultivations of potatoes, kumara and taro... [and] a short distance below ... was a large pā-tuna (eel-weir) consisting of two rows of stout manuka stakes set closely together and sunk into the river bed and converging in a V, at the lower end of which hinaki (eelbaskets) were set for ... catching the piharau (lamprey), which abounded in the Waitara” (Cowan).

Te Amo was the Chief at Kawau and the main hapu of Ngāti Maru that lived there were Ngati Hinemokai and Ngati Kopua (also referred to as Ngariki). Ngāti Maru continue to use this area as a traditional mahinga-kai and Kawau is remembered as being the last large settlement before Ngati Maru left en masse for Parihaka in 1875. All three sites are a short distance upstream from the present day Ngāti Maru marae, Pukehou Te Upoko o Te Whenua.

Matau Conservation Area (as shown on deed plan OMCR-024-13), **Whetu Conservation Area** (as shown on deed plan OMCR-024-23), and **Ngatoto Conservation Area** (as shown on deed plan OMCR-024-15)

Matau Conservation, Whetu Conservation Area and Ngatoto Conservation Area are situated in the bushed area between Matau Stream and the Waitara River.

These sites are located just south of Te Whaititanga Pā, which stands at the mouth of the Matau Stream. This pā is significant to Ngāti Maru as the location of a battle between Ngāti Maru and neighbouring iwi. A subsequent battle known as Maringiawai between Ngāti Maru and allied neighbouring iwi against a combined attacking force also occurred in the Matau area. Ngāti Maru

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record that the battle at Maringiawai was the last battle between their iwi and neighbouring groups, and marked the beginning of continued peace between Ngāti Maru and their neighbours.

Matau Conservation Area, Whetu Conservation Area and Ngatoto Conservation Area are all traditional sites of Ngāti Maru occupation, some of many utilised by Ngāti Maru during seasonal food gathering. The upper reaches of the Waitara river were renowned as mahinga kai. Tuna, Kōura, Piharau and a variety of birdlife that sustained Ngāti Maru were obtained from this site.

Notably, all three sites are also adjacent to the Ngāti Maru A-F Blocks which were returned to Ngāti Maru during the early 1900s.

Waitara River and its tributaries (as shown on deed plan OMCR-024-21)

The Waitara River, or Te Awaroa as it is known by Ngāti Maru, has the second-largest catchment area in Taranaki. The river drains the north-eastern slopes of Taranaki Maunga, and large portions of Taranaki's eastern hill country.

Ngāti Maru record that from the time of their eponymous ancestor, Maruwharanui, they have lived by, and drawn sustenance from the Waitara River. The iwi are connected spiritually and physically to the length of the river, from its source inside a small cave known as Waitaraiti along 194 km until it meets the Manganui River, approximately 15 km from the coast. Ngāti Maru record eighteen Ngāti Maru pā or kāinga located along the banks of the Waitara River (including Maikatea, Te Whaititanga, Te Nau, Manutangihia, Ngakorako, Mangahau, Purangi, Pukemahoe, Paritutu, Aotawa, Kopua, Paihau, Kawau, Kerikeringa, Pukekakamaru, Te Araitī and Waituhi).

Ngāti Maru have expressed their relationship with the Waitara River as that of descendants from an ancestor. Kaumatua have also identified Ngāti Maru's eponymous ancestor, Maruwharanui, as a taniwha and the spirit of the river, and in Ngāti Maru's whakapapa. Ngāti Maru believe that in ancestral times, the Waitara River was also home to taniwha that were both revered and feared by Ngāti Maru people. The taniwha Parahia lived at Otuhira on a bend in the river, south of Puketui. Other taniwha were thought to reside at the base of the cliff known as Haumea-nui near Ngakorako and under the riverbanks at Te Kopua. The known hiding spots of taniwha would be treated with respect by swimmers and canoers using the river.

Along the Waitara River, Ngāti Maru kaumatua remember Ngāti Maru paddling canoes, building pā, planting crops, and fishing. Piharau (lamprey eels), an important food source, were caught between July and August at the fords of Mangaoapa. The Ngāti Hinemokai hapū owned a great pā-tuna (eel weir) at Kawau. Paihau pā along the Waitara River housed a site for steeping kaanga pirau (fermented corn), and Ngāti Maru comment that this was likely to have also occurred throughout the rohe.

Manganui River and its tributaries (as shown on deed plan OMCR-024-10)

The Manganui River is a major tributary of the Waitara River. Its catchment headwaters lie on the north-eastern slopes of Mount Taranaki, and the river is the western boundary of the Ngāti Maru rohe.

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The midpoint between two springs – Manganui and Patea – on the maunga was known as Te Ahurangi. Te Ahurangi was a tuahu (place of ritual) of Te Waewaeroa (the priests of Ngāti Maru) and both the commencement and end point of their annual hikoi encircling the Ngāti Maru rohe in ancient times. Te Waewaeroa followed the Manganui River from its confluence with the Waitara River to its source on the Mouna.

Te Ahurangi was maintained by Te Waewaeroa and was considered to be a powerful place. Waiora (the Waters of Life) could be obtained directly for use in rejuvenating damaged mauri and to counteract the evil that caused it. Healing energies could also be sent overland via the rivers themselves.

Accordingly, the Manganui River is significant to Ngāti Maru both for its spiritual association with the maunga and its connection with the Waitara River.

Patea River and its tributaries (as shown on deed plan OMCR-024-17)

The Patea River and its tributaries are the third largest catchment area in Taranaki. The river drains the eastern slopes of Mount Taranaki, and the upper and lower ring-plain, and portions of the eastern hill country. It comprises the southern boundary of the Ngāti Maru rohe, from its source on the maunga to its confluence with the Mangaehu River.

Patea-nui-a-Turi was named by Turi – navigator of the Aotea waka and an ancestor of Ngāti Maru. Turi's eldest grandson, Tamatea-Kopiri, married Te Reimatia, the daughter of the eponymous ancestor, Maruwharanui. The specific lineage of Ngāti Maru descends through this union.

Te Ahurangi was a tuahu (place of ritual) located at the midpoint between two springs – Patea and Manganui – on the maunga. Te Ahurangi was maintained by Te Waewaeroa – the priests of Ngāti Maru – and was considered to be a powerful place. Waiora (the Waters of Life) could be obtained directly for use in rejuvenating damaged mauri and to counteract the evil that caused it. Healing energies could also be sent overland via the rivers themselves. The healer favoured fast-flowing water, a quality that the Patea was renowned for, particularly at the many junctions where the water course naturally widens. This was a healing place and accordingly considered to be one of the holy places of Ngāti Maru.

Te Waewaeroa commenced their year long journey at Te Ahurangi. The first stage was a descent down the maunga following the course of the Patea River. They rested on arrival at Whakaahurangi (named for the place where Ngāti Maru ancestor Ruaputahanga laid down to sleep while travelling back to Hawera), in present day Stratford. The stretch of land from Stratford to Huinga were places to assemble, congregate, and gather thoughts.

A Ngāti Maru ancestor, Tuhaepo, regularly lived at two places: one at Ohu-o-whata, near Tawhata (25 km south of Taumarunui) and the other where the Mangarangi Stream joins the Patea River (close to the present-day Stratford Primary School). Tuhaepo was regarded as a powerful tohunga who travelled between both places on the back of Huarau – his flying taniwha.

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2.2 Deed of Recognition by the Commissioner of Crown Lands

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

1 INTRODUCTION

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with:
- 1.1.1 Ngāti Maru (the settling group); and
 - 1.1.2 the Trustees of the Te Kāhui Maru Trust: Te Iwi o Maruwharanui Trust (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group's particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
- 1.2.1 Waitara River and its tributaries within the area of interest (as shown on deed plan OMCR-024-21);
 - 1.2.2 Manganui River and its tributaries within the area of interest (as shown on deed plan OMCR-024-10); and
 - 1.2.3 Patea River and its tributaries within the area of interest (as shown on deed plan OMCR-024-17).
- 1.3 Those statements of association are:
- 1.3.1 in the documents schedule to the deed of settlement; and
 - 1.3.2 copied, for ease of reference, in the schedule to this deed.
- 1.4 The Crown has acknowledged the statements of association in the **[name]** Act **[year]**, being the settlement legislation that gives effect to the deed of settlement.

2 CONSULTATION

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the identified activities):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right);
 - 2.2.2 preparing a plan, strategy, or programme for protection and management;
 - 2.2.3 conducting a survey to identify the number and type of users that may be appropriate;

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2.2.4 preparing a programme to eradicate noxious flora and fauna.

2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1:

2.3.1 provide the governance entity with sufficient information to make informed decisions, and

2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

3 LIMITS

3.1 This deed:

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

3.1.2 if it relates to a river:

(a) it does not relate to the waters of the river; and

(b) it relates only to the part or parts of the bed of the river that:

(i) are owned and managed by the Crown; and

(ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and

(iii) are not the bed of an artificial watercourse or tributary; and

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

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

3.1.5 is subject to the settlement legislation; and

3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and

3.1.7 does not affect the lawful rights or interests of any person; or

3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and

3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than Te Kāhui Maru Trust: Te Iwi o Maruwharanui Trust in relation to a statutory area.

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4 TERMINATION

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

5 NOTICES

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

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

6 AMENDMENT

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

7 NO ASSIGNMENT

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

8 DEFINITIONS

- 8.1 In this deed:

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

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

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

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

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

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

Minister means the Minister of Conservation; and

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

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

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

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

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

9 INTERPRETATION

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

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SIGNED as a deed on

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

Signature of Witness

Witness Name

Occupation

Address

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SCHEDULE – STATEMENTS OF ASSOCIATION

Waitara River and its tributaries (as shown on deed plan OMCR-024-21)

The Waitara River, or Te Awaroa as it is known by Ngāti Maru, has the second-largest catchment area in Taranaki. The river drains the north-eastern slopes of Taranaki Maunga, and large portions of Taranaki's eastern hill country.

Ngāti Maru record that from the time of their eponymous ancestor, Maruwharanui, they have lived by, and drawn sustenance from the Waitara River. The iwi are connected spiritually and physically to the length of the river, from its source inside a small cave known as Waitaraiti along 194 km until it meets the Manganui River, approximately 15 km from the coast. Ngāti Maru record eighteen Ngāti Maru pā or kāinga located along the banks of the Waitara River (including Maikatea, Te Whaititanga, Te Nau, Manutangihia, Ngakorako, Mangahau, Purangi, Pukemahoe, Paritutu, Aotawa, Kopua, Paihau, Kawau, Kerikeringa, Pukekakamaru, Te Araitī and Waituhi).

Ngāti Maru have expressed their relationship with the Waitara River as that of descendants from an ancestor. Kaumatua have also identified Ngāti Maru's eponymous ancestor, Maruwharanui, as a taniwha and the spirit of the river, and in Ngāti Maru's whakapapa. Ngāti Maru believe that in ancestral times, the Waitara River was also home to taniwha that were both revered and feared by Ngāti Maru people. The taniwha Parahia lived at Otuhira on a bend in the river, south of Puketui. Other taniwha were thought to reside at the base of the cliff known as Haumea-nui near Ngakorako and under the riverbanks at Te Kopua. The known hiding spots of taniwha would be treated with respect by swimmers and canoers using the river.

Along the Waitara River, Ngāti Maru kaumatua remember Ngāti Maru paddling canoes, building pā, planting crops, and fishing. Piharau (lamprey eels), an important food source, were caught between July and August at the fords of Mangaoapa. The Ngāti Hinemokai hapū owned a great pā-tuna (eel weir) at Kawau. Paihau pā along the Waitara River housed a site for steeping kaanga pirau (fermented corn), and Ngāti Maru comment that this was likely to have also occurred throughout the rohe.

Manganui River and its tributaries (as shown on deed plan OMCR-024-10)

The Manganui River is a major tributary of the Waitara River. Its catchment headwaters lie on the north-eastern slopes of Mount Taranaki, and the river is the western boundary of the Ngāti Maru rohe.

The midpoint between two springs – Manganui and Patea – on the maunga was known as Te Ahurangi. Te Ahurangi was a tuahu (place of ritual) of Te Waewaeroa (the priests of Ngāti Maru) and both the commencement and end point of their annual hikoī encircling the Ngāti Maru rohe in ancient times. Te Waewaeroa followed the Manganui River from its confluence with the Waitara River to its source on the Mouna.

Te Ahurangi was maintained by Te Waewaeroa and was considered to be a powerful place. Waiora (the Waters of Life) could be obtained directly for use in rejuvenating damaged mauri and to

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counteract the evil that caused it. Healing energies could also be sent overland via the rivers themselves.

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<p>A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR OCEANS AND FISHERIES REGARDING INTERACTION BETWEEN NGĀTI MARU AND THE MINISTRY FOR PRIMARY INDUSTRIES IN RELATION TO FISHERIES</p>
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1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [*insert date*] between Ngāti Maru and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister would issue a Primary Industries Protocol (the "**Protocol**") setting out how the Ministry will interact with Te Kāhui Maru (the "**Governance Entity**") in relation to matters specified in the Protocol. These matters are:
- 1.1.1 recognition of the interests of Ngāti Maru in all species of fish, aquatic life or seaweed that exist within the Fisheries Area that are subject to the Fisheries Act 1996;
 - 1.1.2 input into and participation in the Ministry's national fisheries plans;
 - 1.1.3 iwi fisheries plans;
 - 1.1.4 participation in iwi fisheries forums;
 - 1.1.5 customary non-commercial fisheries management;
 - 1.1.6 contracting for services;
 - 1.1.7 employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.1.8 rāhui;
 - 1.1.9 information exchange;
 - 1.1.10 provision of service and research; and
 - 1.1.11 changes to policy and legislation affecting this Protocol.
- 1.2 The Minister and the Director-General have certain functions, powers and duties in terms of legislation in relation to fisheries that they are responsible for administering. The Protocol sets out how the Minister, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, the Governance Entity will have the opportunity for input into the policy and planning processes relating to matters set out in the Protocol.
- 1.3 The Protocol applies to all fisheries functions for which the Ministry is the responsible Crown agency. The Protocol does not cover those processes relating to the allocation of aquaculture space or the Treaty settlement processes established for those assets held by the Ministry's Crown Forestry unit.

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- 1.4 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Ngāti Maru or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the interests of Ngāti Maru in relation to this protocol.

2 PRINCIPLES UNDERLYING THIS PROTOCOL

- 2.1 The Ministry and Ngāti Maru are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both.

- 2.2 The parties to this protocol will:

- 2.2.1 work in a spirit of cooperation;
- 2.2.2 ensure early engagement on issues of recognised mutual interest;
- 2.2.3 operate on a 'no surprises' approach;
- 2.2.4 acknowledge that the relationship is evolving, not prescribed;
- 2.2.5 respect the independence of the parties and their individual mandates, roles and responsibilities; and
- 2.2.6 recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.

3. TERMS OF ISSUE

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

4. IMPLEMENTATION AND COMMUNICATION

- 4.1 The Ministry will meet with the Governance Entity to provide a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
- 4.1.1 any matters raised in the Protocol;
 - 4.1.2 reporting processes to be put in place;
 - 4.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from the Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and

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- 4.1.4 review processes for this Protocol.
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.
- 4.3 The Ministry will establish and maintain effective consultation processes and communication networks with the Governance Entity by:
 - 4.3.1 maintaining, at national and regional levels, information provided by the Governance Entity on the office holders of the Governance Entity, addresses and contact details;
 - 4.3.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff (as might be agreed in the implementation plan); and
 - 4.3.3 providing reasonable opportunities for the Governance Entity to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Primary Industries Protocol Area.
- 4.4 The Ministry will:
 - 4.4.1 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required; and
 - 4.4.2 as far as reasonably practicable, inform fisheries and other stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

5 TAONGA SPECIES

- 5.1 The Ministry recognises that Ngāti Maru has a customary non-commercial interest in the following fisheries within the Protocol Area:
 - 5.1.1 yellow eyed mullet;
 - 5.1.2 shortfin eel;
 - 5.1.3 longfin eel;
 - 5.1.4 torrentfish;
 - 5.1.5 giant kokopu;
 - 5.1.6 koaro/koaru;
 - 5.1.7 banded kokopu;
 - 5.1.8 short jaw kokopu;

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- 5.1.9 lamprey/piharau;
 - 5.1.10 upland bully;
 - 5.1.11 common bully;
 - 5.1.12 giant bully;
 - 5.1.13 blue gilled bully;
 - 5.1.14 red fin bully;
 - 5.1.15 grey mullet;
 - 5.1.16 koura;
 - 5.1.17 smelt;
 - 5.1.18 black flounder;
 - 5.1.19 sand flounder;
 - 5.1.20 brown mudfish;
 - 5.1.21 crans bully; and
 - 5.1.22 freshwater koura.
- 5.2 The iwi fisheries plan developed by the Governance Entity will identify the objectives of the Governance Entity for the management of the Taonga Species and identify how Ngāti Maru exercise kaitiakitanga in respect of the Taonga Species.
- 5.3 The Ministry will recognise and provide for the input and participation of Ngāti Maru into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the iwi fisheries plan in accordance with clause 7.1. The Ministry will provide opportunities for the Governance Entity to participate in annual fisheries planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to Taonga Species management that affects the Protocol Area.
- 5.4 The Minister will have particular regard to how Ngāti Maru exercise kaitiakitanga when making certain sustainability decisions that relate to the management of the Taonga Species. In considering any proposal affecting the Taonga Species in the Primary Industries Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Ngāti Maru in the Taonga Species are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult with the Governance Entity on any proposal concerning the Taonga Species in accordance with clause 4.3.

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

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

- 6.1 Ngāti Maru are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed, that relate to the Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits research and compliance services) required to meet these goals and outcomes.
- 6.2 Ngāti Maru input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 7.1, which the Minister must have particular regard to when making sustainability decisions that relate to the Protocol Area.
- 6.3 Where it is intended that any sustainability measures will be set or varied that relate to the Primary Industries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Ngāti Maru is provided for. This will include consulting the Governance Entity on those proposed sustainability measures.

7 IWI FISHERIES PLAN

- 7.1 The Governance Entity will develop an iwi fisheries plan that relates to the Protocol Area.
- 7.2 The Ministry will assist the Governance Entity, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Protocol Area.
- 7.3 The Ministry and the Governance Entity agree that the iwi fisheries plan will address:

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- 7.3.1 the objectives of the iwi for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Protocol Area;
 - 7.3.2 how Ngāti Maru will exercise kaitiakitanga in the Protocol Area;
 - 7.3.3 how the Governance Entity will participate in fisheries planning in the Protocol Area; and
 - 7.3.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.
- 7.4 The Ministry and the Governance Entity agree to meet as soon as reasonably practicable after the Minister issues this Protocol being issued, to discuss:
- 7.4.1 the content of the iwi fisheries plan, including how the plan will legally express, protect and recognise the mana of Ngāti Maru; and
 - 7.4.2 ways in which the Ministry will work with the Governance Entity to develop and review the iwi fisheries plan.

8 PARTICIPATION IN IWI FISHERIES FORUMS

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

9 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

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

10 CONTRACTING FOR FISHERIES SERVICES

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

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- 10.2.1 the Ministry may notify the Governance Entity of a contract for fisheries services;
 - 10.2.2 the Ministry may notify the Governance Entity of an invitation to tender for fisheries services; and
 - 10.2.3 the Ministry may direct a successful contractor to engage with the Governance Entity as appropriate, in undertaking the relevant fisheries services.
- 10.3 If the Governance Entity is contracted for fisheries services then clause 10.1 will not apply in relation to those fisheries services.

11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES

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

12 CONSULTATION

- 12.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 12.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 12.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 12.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and

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

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

13 RĀHUI

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

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

13.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Ngāti Maru over their customary fisheries, in a manner consistent with the understandings outlined in clause 13.2 above.

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

14 INFORMATION EXCHANGE

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

14.2 At the request of the Governance Entity, the Ministry will:

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

14.2.2 where it is reasonable practicable, provide a representative to attend a meeting with the Governance Entity.

14.3 In consideration of a request made under clause 14.2 for information or advice, the Ministry will have regard to the following:

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- 14.3.1 whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;
 - 14.3.2 whether making the information available would contravene the provisions of an enactment;
 - 14.3.3 the time and cost involved in researching, collating, and providing the information or advice; and
 - 14.3.4 whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.
- 14.4 In consideration of a request made under clause 14.2.2 for the Ministry to attend a meeting with the Governance Entity:
- 14.4.1 the Ministry will determine the appropriate representative to attend; and
 - 14.4.2 in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:
 - 14.4.2.1. the number and frequency of such requests the Ministry has received from the Governance Entity;
 - 14.4.2.2. the time and place of the meeting and the adequacy of notice given; and
 - 14.4.2.3. the time and cost involved in complying with the request.

15 DISPUTE RESOLUTION

- 15.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:
- 15.1.1 within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
 - 15.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 15.1, the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;
 - 15.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses 15.1.1 and 15.1.2 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

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15.2 In the context of any dispute that has been initiated under clause 15.1, the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and Ngāti Maru are, in accordance with clause 2.1 of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

16 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

16.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment which impacts upon this Protocol, the Ministry shall:

16.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

16.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and

16.1.3 report back to the Governance Entity on the outcome of any such consultation, either in writing or in person.

17 DEFINITIONS

17.1 In this Protocol:

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

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

Governance Entity means Te Kāhui Maru Trust: Te Iwi o Maruwharanui;

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

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

Settlement Date means [].

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ISSUED on

[]

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

The Hon [name of Minister]

WITNESS

Name:

Occupation:

Address:

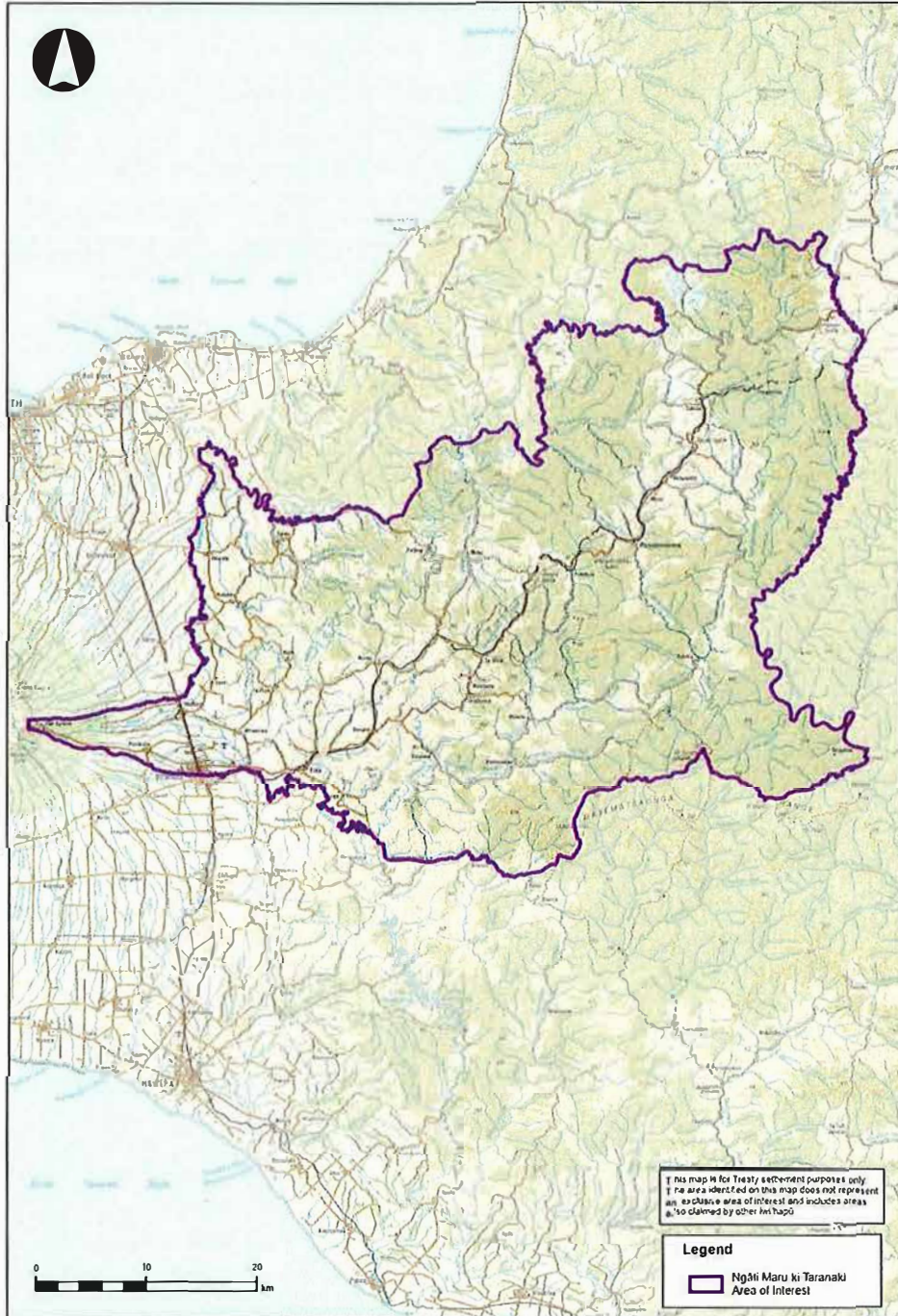
VM

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ATTACHMENT A

PROTOCOL AREA



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ATTACHMENT B

SUMMARY OF THE TERMS OF ISSUE

PROVISIONS OF THE DEED OF SETTLEMENT RELATING TO THIS PROTOCOL

1. Amendment and cancellation

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

2. Noting

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

2.1.1 is for the purpose of public notice only; and

2.1.2 does not amend the fisheries plans for the purposes of the Fisheries Act 1996 (section XX(X) and (X)).

3. Limits

- 3.1 This Protocol does not –

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

(a) introducing legislation; or

(b) changing government policy; or

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

3.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Ngāti Maru (section XX(X) and (X)); or

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

(a) the Fisheries Act 1996; or

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

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

(d) the Maori Fisheries Act 2004 (section XX(X)).

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4. Breach

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

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4. RELATIONSHIP AGREEMENTS

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4.1 Conservation Relationship Agreement

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CONSERVATION RELATIONSHIP AGREEMENT

Agreed by

The Crown, through the Minister of Conservation and the Director-General of Conservation

And

Te Kāhui Maru Trust: Te Iwi o Maruwharanui through the Ngāti Maru Deed of Settlement

1. BACKGROUND

1.1 This Conservation Relationship Agreement ("Agreement") has been developed between Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Department of Conservation (the "Department") to assist in giving effect to the following Treaty of Waitangi principles: partnership – mutual good faith and reasonableness; informed decision making; active protection; and redress and reconciliation.

2. PURPOSE

2.1 The Agreement sets out how the Department and Te Kāhui Maru Trust: Te Iwi o Maruwharanui will work together in fulfilling the agreed strategic objectives across the Ngāti Maru Area of Interest (as defined in **Schedule 1**, attached).

2.2 This agreement is a framework to foster the development of a positive, collaborative and enduring relationship into the future between Ngāti Maru (through its post-settlement governance entity, Te Kāhui Maru Trust: Te Iwi o Maruwharanui) and the Department.

2.3 The terms of the Ngāti Maru Deed of Settlement apply to this Agreement and should be read as part of this Agreement.

2.4 This Agreement shall apply within the Ngāti Maru Area of Interest (excluding Egmont National Park, which will be covered by separate arrangements).

3. ROLES AND RESPONSIBILITIES

3.1 Te Kāhui Maru Trust: Te Iwi o Maruwharanui, the Minister of Conservation and the Director-General of Conservation are committed to the restoration and protection of the health and wellbeing of the Ngāti Maru Area of Interest for present and future generations.

3.2 Ngāti Maru have cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within their Area of Interest and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.

3.3 The Department's functions include managing "for conservation purposes, all land, and all other natural and historic resources" under the Conservation Legislation. This Conservation Legislation must be interpreted and administered so as to give effect to the principles of te Tiriti o Waitangi/ the Treaty of Waitangi, to the extent that those

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principles are consistent with the Conservation Legislation, best practice guidelines and judicial precedent.

4. COMMUNICATION

- 4.1 The Parties will maintain effective and efficient communication with each other on an ongoing basis by:
- (a) maintaining a record of each other's office holders, and their contact details;
 - (b) advising each other of their principal contacts and their contact details;
 - (c) promptly informing each other of any changes to the contact information;
 - (d) meeting on issues of shared interest that relate to the Ngāti Maru Area of Interest:
 - (i) in accordance with the commitments in this agreement; and
 - (ii) as agreed by Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Department; and
 - (e) advising each other of any matters of significance to Ngāti Maru that relate to the Ngāti Maru Area of Interest.

5. STRATEGIC COLLABORATION

- 5.1 Within one year of signing this Agreement the Parties will hold an initial meeting to agree long-term strategic objectives for their relationship.
- 5.2 Thereafter, Te Kāhui Maru Trust: Te Iwi o Maruwharanui will meet with senior staff of the Department within the Area of Interest at least once a year. At these meetings, the Parties will determine whether meetings involving senior managers of the Department and Te Kāhui Maru Trust: Te Iwi o Maruwharanui are required on particular issues.
- 5.3 Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine Te Kāhui Maru Trust: Te Iwi o Maruwharanui's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with the District Managers. The relevant District Managers and representatives of Te Kāhui Maru Trust: Te Iwi o Maruwharanui will meet prior to the commencement of the Department's annual business planning processes to:
- (a) discuss priorities and commitments for the new financial year;
 - (b) discuss timeframes for the development of annual work programmes;
 - (c) identify potential specific projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship; and
 - (d) discuss any new legislation, national policies or statutory documents that may impact on the Agreement.
- 5.4 By agreement by the Department and Te Kāhui Maru Trust: Te Iwi o Maruwharanui, the Department could:

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- (a) assist Ngāti Maru through joint operations in specific Ngāti Maru reserves to protect and enhance ecological, cultural and recreational values in those reserves;
 - (b) assist Ngāti Maru with coordinated pest control operations in specific Ngāti Maru reserves;
 - (c) promote Ngāti Maru's cultural association with sites administered by the Department;
 - (d) promote and facilitate Ngāti Maru's involvement in public conservation land administered by the Department; or
 - (e) assist or promote, as agreed, in relation to any other matters relevant to the Parties.
- 5.5 If a specific project is undertaken, the Department and Te Kāhui Maru Trust: Te Iwi o Maruwharanui will determine the nature of their collaboration on that project, which may include finalising a work plan for that project. If a specific project is not undertaken, the Parties will advise one another of the reason(s) for this.
- 5.6 If a situation arises where a project is planned and budgeted for by the Department and that project is subsequently undertaken in collaboration with Te Kāhui Maru Trust: Te Iwi o Maruwharanui, the Department commits to maintaining its budget allocation for that project, with no reduction in financial contribution on the basis of Te Kāhui Maru Trust: Te Iwi o Maruwharanui's involvement, unless otherwise agreed by the Parties.
- 5.7 As part of annual discussions, 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 Ngāti Maru Area of Interest;
 - (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party); and
 - (c) potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party).
- 5.8 Each year, the Parties will provide a letter or similar form of written advice to the other that describes the work that party has carried out in that financial year to achieve the strategic objectives for the relationship.

Planning documents

- 5.9 In addition to the strategic collaboration discussed at 5.3(d) above, the Department will consult with Te Kāhui Maru Trust: Te Iwi o Maruwharanui at the earliest possible stage (i.e. before any text has been drafted) and throughout the development of the relevant Conservation Management Strategy (CMS) under the Conservation Act 1987.

6. OVERARCHING RESERVE MANAGEMENT PLAN

- 6.1 Te Kāhui Maru Trust: Te Iwi o Maruwharanui is required to develop a reserve management plan within five years of acquiring land with reserve status. The

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Department will provide technical advice, if required, to Te Kāhui Maru Trust: Te Iwi o Maruwharanui to assist in the development of such plans.

- 6.2 The Department and Te Kāhui Maru Trust: Te Iwi o Maruwharanui will meet within 12 months of the settlement date, to initiate the development of overarching principles and a management plan for sites transferred to Te Kāhui Maru Trust: Te Iwi o Maruwharanui with reserve status, as part of Ngāti Maru's historical Te Tiriti o Waitangi/ Treaty of Waitangi settlement with the Crown.
- 6.3 The Overarching Reserve Management Plan will include a statement of Ngāti Maru's cultural values in relation to the reserves.
- 6.4 Upon completion of the overarching principles, Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Department will meet to discuss how the Department can assist Te Kāhui Maru Trust: Te Iwi o Maruwharanui with the sites, as provided for under clauses 5.3 – 5.4 of this Agreement.
- 6.5 Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Crown acknowledge that each party can only make commitments within their respective resources and capacity.

7. FRESHWATER FISHERIES

- 7.1 Ngāti Maru and the Department share aspirations for conservation of freshwater fisheries within the Ngāti Maru Area of Interest.
- 7.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait 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.
- 7.3 The Parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship 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; and
 - (b) the development or implementation of research and monitoring programmes.

8. STATUTORY AUTHORISATIONS

- 8.1 When considering applications for Statutory Authorisations (for example concessions under Part 3B of the Conservation Act 1987), the Department must apply the relevant statutory and other legal considerations in a way that gives effect to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi. The Parties acknowledge the importance of factual context in determining how Treaty principles might influence particular decisions, including the need to reconcile Treaty interests with other values and the broader statutory regime. The Parties recognise that the principle of active protection

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may in some circumstances require a degree of preference for Ngāti Maru, and that the economic interests of Ngāti Maru may be a relevant consideration to that assessment.

- 8.2 The strategic objectives for the relationship will guide the Parties to determine appropriate engagement on Statutory Authorisations within the Ngāti Maru Area of Interest.
- 8.3 As part of these strategic objectives, Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional and/or historic values of Ngāti Maru. These categories will be reviewed on a continuing basis. In the identified categories the Department will:
- (a) advise and encourage all prospective applicants within the Ngāti Maru Area of Interest to consult the Te Kāhui Maru Trust: Te Iwi o Maruwharanui before filing their application; and
 - (b) consult Te Kāhui Maru Trust: Te Iwi o Maruwharanui at an early stage on such categories of authorisations or renewal of authorisations within the Ngāti Maru Area of Interest.
- 8.4 As the Department works within time limits to process statutory authorisations applications, at the earliest opportunity it will notify Te Kāhui Maru Trust: Te Iwi o Maruwharanui (as part of the meetings referred to in paragraph 4.1(d)) of the timeframes for providing advice on impacts on the cultural, spiritual and historic values of Ngāti Maru.
- 8.5 The Department will consider the advice provided by Te Kāhui Maru Trust: Te Iwi o Maruwharanui (should it choose to respond) in relation to any impacts an application may have on the cultural, spiritual and historic values of Ngāti Maru. The Department will do this before making decisions to issue statutory authorisations to third parties to carry out activities on land managed by the Department within the Ngāti Maru Area of Interest.
- 8.6 Before issuing statutory authorisations to carry out activities on land managed by the Department within the Ngāti Maru Area of Interest, the Department will encourage communication between the applicant for the statutory authorisation and Te Kāhui Maru Trust: Te Iwi o Maruwharanui.
- 8.7 When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
- (a) require the third parties to manage the land according to the standards of conservation best practice and, where possible and consistent with legislation, Ngāti Maru cultural values;
 - (b) encourage third parties to consult with Te Kāhui Maru Trust: Te Iwi o Maruwharanui before using cultural information of Ngāti Maru; and
 - (c) make a decision under Part 3B of the Conservation Act 1987.
- 8.8 The strategic objectives for the relationship will guide the Parties to determine potential opportunities for Te Kāhui Maru Trust: Te Iwi o Maruwharanui to obtain statutory authorisations on public conservation land within the Ngāti Maru Area of Interest. The Department will, if appropriate, advise Te Kāhui Maru Trust: Te Iwi o Maruwharanui of potential opportunities for Te Kāhui Maru Trust: Te Iwi o Maruwharanui or its members to obtain statutory authorisations on Conservation Land within the Area of Interest,

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including in relation to commercial opportunities, in line with Part 3B and section 4 of the Conservation Act 1987.

9. STATUTORY LAND MANAGEMENT

- 9.1 The strategic objectives for the relationship will guide the Parties' engagement on statutory land management activities within the Ngāti Maru Area of Interest. Ngāti Maru have an ongoing interest in the range of statutory land management activities that are occurring within the Ngāti Maru Area of Interest.
- 9.2 The Department and Te Kāhui Maru Trust: Te Iwi o Maruwharanui will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of Ngāti Maru and will identify when consultation is appropriate. This includes when the Minister is considering:
- (a) vestings or management appointments for reserves held under the Reserves Act 1977;
 - (b) other management arrangements with third parties;
 - (c) changing reserve classifications; or
 - (d) land disposal.
- 9.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Ngāti Maru site of significance, the Department will discuss with Te Kāhui Maru Trust: Te Iwi o Maruwharanui whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).

10. CULTURAL MATERIALS

- 10.1 In relation to cultural materials, the Minister and/or Director-General of Conservation will work in partnership with Te Kāhui Maru Trust: Te Iwi o Maruwharanui to develop and agree a cultural materials plan (Plan), within five years of Ngāti Maru's settlement date, to authorise members of Ngāti Maru to access and use cultural materials and resources (including mahinga kai) within the Ngāti Maru Area of Interest (as defined in **Schedule 1**, attached) when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/ or multi-take authorisations may be granted.
- 10.2 The agreed Plan will include the identification of sites, species, quantities, conditions and methods of cultural harvest.
- 10.3 Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Minister and/or Director-General of Conservation will engage to review and potentially amend the Plan, if agreed by the Parties.
- 10.4 The Department will waive any costs for authorisations for cultural materials for Te Kāhui Maru Trust: Te Iwi o Maruwharanui, as contemplated under clause 10.1, on the basis of these being for non-commercial activities.
- 10.5 The Department will engage with Te Kāhui Maru Trust: Te Iwi o Maruwharanui when there are requests from other persons to take cultural materials from the Ngāti Maru Area of Interest, to ensure the Department makes informed decision-making.

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11. MAHINGA KAI

- 11.1 Te Kāhui Maru Trust: Te Iwi o Maruwharanui has kaitiaki responsibility in relation to the preservation and protection of traditional mahinga kai practices and mahinga kai sites within the Ngāti Maru Area of Interest.
- 11.2 Ngāti Maru has a desire to exercise mahinga kai principles, practices and responsibilities in areas managed by the Department. Mahinga kai refers to traditional and contemporary iwi, hapū, and whanau mātauranga and practices relating to the production, harvesting, and management of kai from natural and physical resources of the Taiao. These practices reinforce the relationship, connection and identity of Ngāti Maru to the Taiao and enable the transfer of knowledge and understanding to future generations. Mahinga kai were once the main source of food and sustenance for Ngāti Maru and remain an important aspect of the Ngāti Maru way of life.
- 11.3 The Department acknowledges the customary significance of mahinga kai to Te Kāhui Maru Trust: Te Iwi o Maruwharanui and that it also has responsibilities for the protection, conservation and management of all mahinga kai sites within the Area of Interest on public conservation land, as agreed with Te Kāhui Maru Trust: Te Iwi o Maruwharanui and consistent with Conservation Legislation.
- 11.4 The Department will allow, unless there are good reasons not to do so and as agreed with Te Kāhui Maru Trust: Te Iwi o Maruwharanui, mahinga kai within the Area of Interest, subject to relevant legislation.
- 11.5 Where the Parties identify mahinga kai sites within the Area of Interest require further protection, conservation and management due to damage or depletion of resource, the Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Department will collaborate on ways, consistent with legislation, to mitigate any adverse effects (e.g. by restricting access/ imposing rāhui).

12. SITES OF SIGNIFICANCE

- 12.1 Both Parties recognise that there are wāhi tapu and sites of significance to Ngāti Maru on lands managed under Conservation Legislation.
- 12.2 The Department will work with Te Kāhui Maru Trust: Te Iwi o Maruwharanui to respect Ngāti Maru values, tikanga and kaitiakitanga attached to wāhi tapu and other places of significance that have been identified in accordance with clause 11.3 on lands administered by the Department within the Ngāti Maru Area of Interest through:
- (a) discussing with Te Kāhui Maru Trust: Te Iwi o Maruwharanui and implementing, if agreed, practical ways in which Ngāti Maru can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the Ngāti Maru Area of Interest;
 - (b) managing, if agreed by the Parties, sites of historic significance to Ngāti Maru 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;
 - (c) informing Te Kāhui Maru Trust: Te Iwi o Maruwharanui if kōiwi or taonga tūturu are found within the Ngāti Maru Area of Interest and acting in accord with

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section 42 of the Heritage New Zealand Pouhere Taonga Act 2014 and section 11 of the Protected Objects Act 1975; and

- (d) assisting in recording and protecting wāhi tapu and other places of cultural significance to Ngāti Maru and seeking to ensure they are not desecrated or damaged.
- 12.3 The Department acknowledges that all conservation lands within the Ngāti Maru Area of Interest are significant and of importance to Ngāti Maru. The Department will work with Te Kāhui Maru Trust: Te Iwi o Maruwharanui to ensure Departmental staff give appropriate recognition to Ngāti Maru's association with sites of significance while undertaking management activities in relation to those sites.
- 12.4 Information relating to sites of significance to Ngāti Maru will be treated in confidence by the Department, to preserve the wāhi tapu nature of places, unless otherwise agreed by Te Kāhui Maru Trust: Te Iwi o Maruwharanui but subject to the Official Information Act 1982 and other relevant Acts.
- 12.5 The Parties will consult each other in relation to recommendations for public conservation lands containing sites of significance that are identified under 12.3 above in the Ngāti Maru Area of Interest.
- 13. SPECIES AND HABITAT PROTECTION (INCLUDING NATIONAL PROGRAMMES AND PEST CONTROL)**
- 13.1 The Parties share aspirations of protecting ecosystems and indigenous flora and fauna within the Ngāti Maru Area of Interest. These aspirations will be reflected in the strategic objectives for the relationship.
- 13.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 13.3 In recognition of the cultural, historic and traditional association of Ngāti Maru with indigenous flora and fauna within the Ngāti Maru Area of Interest for which the Department has responsibility, the Department will inform Te Kāhui Maru Trust: Te Iwi o Maruwharanui of the national sites and species programmes on which the Department will be actively working, and provide opportunities for Ngāti Maru to participate in these programmes.
- 13.4 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 13.5 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Ngāti Maru Area of Interest, including:
- (a) monitoring and assessment of programmes;
 - (b) early consultation with Te Kāhui Maru Trust: Te Iwi o Maruwharanui on pest control activities particularly the use of pesticides within the Ngāti Maru Area of Interest; and

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- (c) co-ordination of pest control where Te Kāhui Maru Trust: Te Iwi o Maruwharanui is the adjoining landowner.

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

14. VISITOR AND PUBLIC INFORMATION

14.1 Ngāti Maru and the Department wish to share knowledge about natural and historic heritage within the Ngāti Maru 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.

14.2 The Parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Ngāti Maru with the land, waters and indigenous flora and fauna within the Ngāti Maru Area of Interest, and the responsibility of Ngāti Maru as kaitiaki under their tikanga to preserve, protect and manage the natural and historic resources within that area.

14.3 The Parties will do this by:

- (a) raising public awareness of positive conservation relationships developed between the Parties;
- (b) engaging with each other in the development of visitor and public information published by either party that relates to Ngāti Maru values in land and resources managed under Conservation Legislation, particularly where that information relates to Ngāti Maru sites of significance and aspirations to the land;
- (c) the Department obtaining from Te Kāhui Maru Trust: Te Iwi o Maruwharanui an assurance that information relating to Ngāti Maru to be contained in a publication of the Department is accurate and appropriate;
- (d) the Department obtaining the consent of Te Kāhui Maru Trust: Te Iwi o Maruwharanui for the disclosure of information received from Te Kāhui Maru Trust: Te Iwi o Maruwharanui relating to Ngāti Maru values but subject to the Official Information Act 1982 and other relevant Acts; and
- (e) the Department consulting Te Kāhui Maru Trust: Te Iwi o Maruwharanui before using information about Ngāti Maru values for new interpretation panels, signs and other visitor publications.

14.4 The Department acknowledges the value of the natural and historic heritage knowledge relative to the Ngāti Maru Area of Interest. The Department will take steps to ensure all natural and historic heritage knowledge obtained from Ngāti Maru is accurate by way of active engagement with Te Kāhui Maru Trust: Te Iwi o Maruwharanui.

14.5 Where the Department uses Ngāti Maru natural and historic heritage knowledge for commercial purposes, the Department and Te Kāhui Maru Trust: Te Iwi o Maruwharanui will agree on an appropriate way to compensate Te Kāhui Maru Trust: Te Iwi o Maruwharanui for such use (financial or otherwise).

15. CONSERVATION ADVOCACY

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- 15.1 From time to time, Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act. Areas of common concern include:
- (a) protection and maintenance of wetland areas and reserves;
 - (b) protection and maintenance of indigenous flora and fauna;
 - (c) management of rivers, streams and waterways; and
 - (d) the effects of activities on biodiversity.
- 15.2 From time to time the Parties will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and Te Kāhui Maru Trust: Te Iwi o Maruwharanui will continue to make separate submissions in any Resource Management Act processes.

16. CROSS-ORGANISATIONAL OPPORTUNITIES

- 16.1 As part of the annual business planning process, the Parties will discuss:
- (a) opportunities and processes to share scientific and cultural resource information, including data and research material (including to assist Te Kāhui Maru Trust: Te Iwi o Maruwharanui to exercise their role under the Deed and as kaitiaki);
 - (b) opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Ngāti Maru 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 both parties, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the Ngāti Maru Area of Interest. Te Kāhui Maru Trust: Te Iwi o Maruwharanui may propose candidates for these roles or opportunities; and
 - (d) staff changes and key contacts in each organisation.
- 16.2 Where appropriate, the Department will consider using Te Kāhui Maru Trust: Te Iwi o Maruwharanui individuals or entities as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

17. DISPUTE RESOLUTION

- 17.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.
- 17.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Director of Partnerships and a nominated representative of Te Kāhui Maru Trust: Te Iwi o Maruwharanui who will meet within a reasonable timeframe.

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- 17.3 If, following the process in clause 17.2, the Parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the Parties.
- 17.4 If the dispute is not resolved following mediation, and the Parties agree that the matter is of such significance that it requires the attention of Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Minister or their nominees). The Parties acknowledge this measure will be a means of last resort.
- 18. REVIEW AND AMENDMENT**
- 18.1 The Parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities. If requested by either party, the first review of this Agreement will take place no later than two years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.
- 19. TERMS OF AGREEMENT**
- 19.1 This Relationship Agreement is entered into pursuant to sections [X] of the Ngāti Maru Claims Settlement Act (the Settlement Legislation) and clause 5.20.1 of the Deed of Settlement. The Relationship Agreement does not override or limit:
- (a) legislative rights, powers or obligations;
 - (b) the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department;
 - (c) the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi; or
 - (d) the ability of the Crown to introduce legislation and change government policy.
- 19.2 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 the Conservation Legislation;
 - (b) flora or fauna managed or administered under Conservation Legislation; or
 - (c) rights relating to the common marine and coastal areas defined in section 9(1) of the marine and Coastal Areas (Takutai Moana) Act 2011.
- 19.3 A breach of this Agreement is not a breach of the Deed of Settlement.
- 19.4 If the Crown breaches this Relationship Agreement without good cause, Te Kāhui Maru Trust: Te Iwi o Maruwharanui may:
- (a) seek a public law remedy, including judicial review; or
 - (b) subject to the Crown Proceedings Act 1950, seek to enforce the Relationship Agreement but damages or compensation (with the exception of court costs) may not be awarded.

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- 19.5 Clause 19.4 does not apply to any contract entered into between the Department and Te Kāhui Maru Trust: Te Iwi o Maruwharanui, including any independent contract for service or a concession.

20. CONSULTATION

- 20.1 Where consultation is required under this agreement, the Department will:

- (a) ensure that Te Kāhui Maru Trust: Te Iwi o Maruwharanui is consulted as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
- (b) provide Te Kāhui Maru Trust: Te Iwi o Maruwharanui with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation;
- (c) approach the consultation with an open mind and genuinely consider any views and/or concerns that Te Kāhui Maru Trust: Te Iwi o Maruwharanui may have in relation to any of the matters that are subject to the consultation;
- (d) report back to Te Kāhui Maru Trust: Te Iwi o Maruwharanui on any decision that is made.

- 20.2 Where consultation is required under this agreement, Te Kāhui Maru Trust: Te Iwi o Maruwharanui will:

- (a) indicate if it is able to respond within the Department's relevant statutory timeframes or if it does not wish to respond; and
- (b) if it decides to respond, provide information about the cultural values of the site and its view on the impacts of the activity being applied for on the site; and
- (c) provide, if it wishes, feedback on the decision that has been made, which will be considered in any debrief the Department undertakes.

21. DEFINITIONS

- 21.1 In this document:

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

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

Cultural materials mean plants; plant materials; cultural minerals (such as pākohe or pūrangi); and dead protected wildlife (or parts thereof) for which the Department is responsible within the Ngāti Maru Area of Interest and which are important to Ngāti Maru in maintaining and expressing their cultural values and practices;

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

Kaitiaki means guardian in accordance with tikanga Māori;

Mahinga kai means food gathering place;

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Ngāti Maru has the meaning set out in the Deed of Settlement;

Ngāti Maru Area of Interest is described in Schedule 1. For the purposes of this Agreement, it excludes Egmont National Park, to which separate arrangements apply;

Parties means Te Kāhui Maru Trust: Te Iwi o Maruwharanui and the Department of Conservation (DOC);

Rāhui means to put in place a temporary ritual prohibition or ban;

Statutory Authorisation means an authorisation granted under the Conservation Legislation, including a Concession granted under Part 3B of the Conservation Act 1987;

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

Te Kāhui Maru Trust: Te Iwi o Maruwharanui is the Ngāti Maru post-settlement governance entity and a party to this Relationship Agreement;

Tikanga Māori refers to Māori traditional customs; and

Wānanga means educational seminar based on te reo and tikanga Māori.

AGREED on []

SIGNED for and on behalf of **HER MAJESTY THE QUEEN** in right of New Zealand by the Minister of Conservation:

WITNESS:

Name: _____

Occupation: _____

Address: _____

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SIGNED for and on behalf of **TE KĀHUI MARU TRUST: TE IWI O MARUWHARANUI** by [the Chair]:

WITNESS:

Name: _____

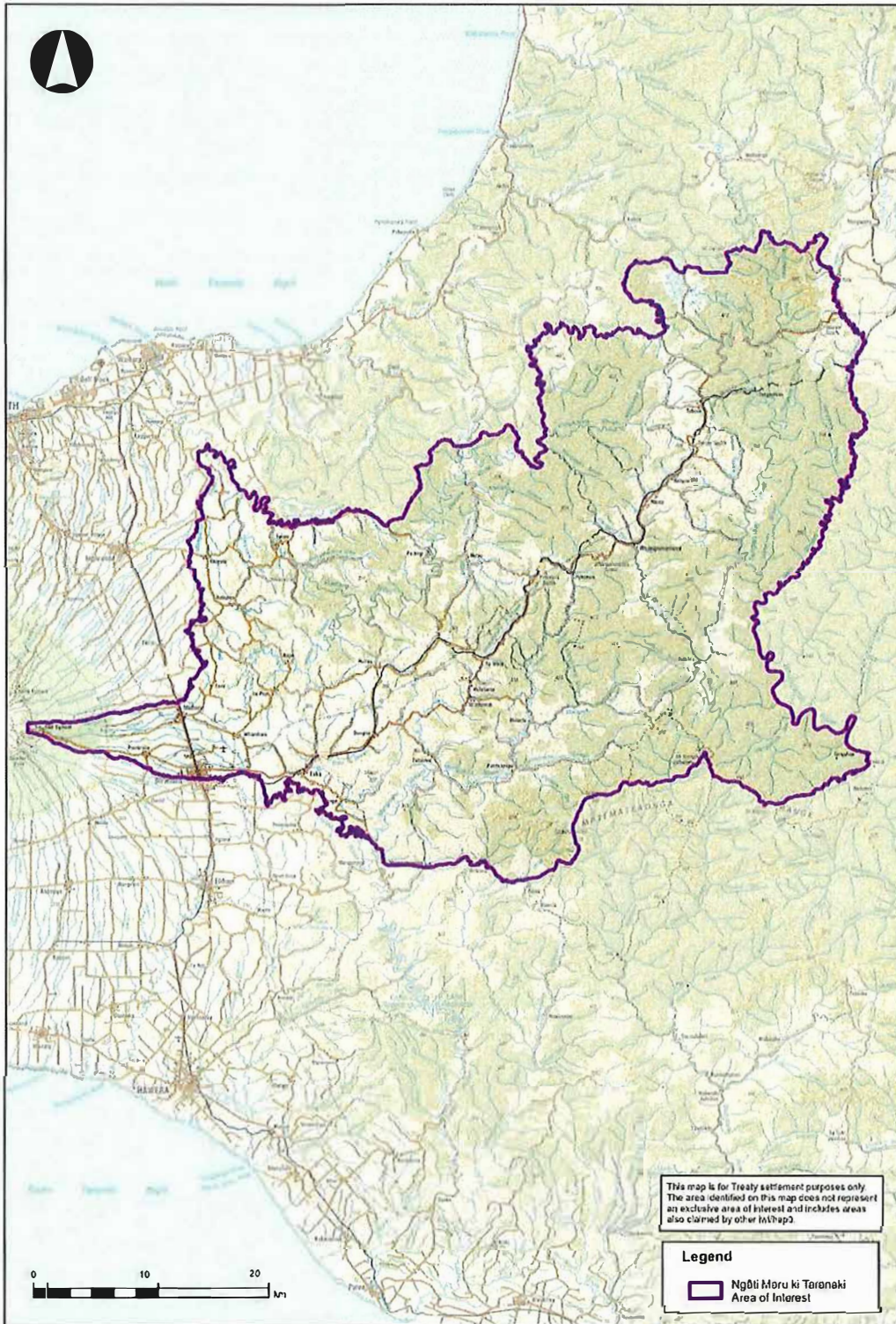
Occupation: _____

Address: _____



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SCHEDULE 1
THE NGĀTI MARU AREA OF INTEREST



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**4.2 Relationship Agreement with the Ministry of Business,
Innovation and Employment in relation to petroleum and minerals**

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Agreement dated

2019

1. The Crown, acting by and through the Minister of Energy and Resources and the Ministry of Business, Innovation and Employment
2. Eileen HALL, Holden Brent HOHAIA, Bronwyn KOROHEKE, Tamzyn Rose PUE, Sam TAMARAPA and Raymond TUUTA, as trustees of Te Kāhui Maru Trust: Te Iwi o Maruwharanui

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

Preamble

Te Maru Ora is the Ngāti Maru strategic framework which sets out Ngāti Maru's values, principles and aspirations. Te Maru Ora is an expression of Ngāti Marutanga and Ngāti Maru's desire to work proactively and collaboratively for the benefit of current and future generations of Ngāti Maru uri. The framework focusses on the following areas:

Maru Roto - *Kia matomato te tupu o Ngāti Maru tangata, Ngāti Maru ahurea.*

Strengthening Ngāti Maru within. Ngāti Maru are healthy and flourishing physically, spiritually, emotionally and culturally

Maru Taha - *He whakapūmau i ngā hononga. He tuitui i te whanaungatanga. He taketake Rongo.*

Strengthening relationships and building connections

Maru Muri - *Ko te aro ki ngā kōrero taketake o Ngāti Maru. He whakatau i ngā mahi o nehe kia marire te noho.*

Understanding and learning from our history and experience

Maru Mua - *Ko te whakapikitanga o te ōhanga o Ngāti Maru.*

Strengthening Ngāti Maru's future prosperity

Maru Pae - *Kia tau te tāmōre nui nō Papa nō Rangi.*

Connection to place (our whenua, awa, marae, ngā wāhi tapu)

Maru Tiketike - *Kia puāwai ai a Ngāti Maru i roto i ōna kawenga katoa.*

Reaching for the heavens - innovation and outstanding achievement.

Ngāti Maru seeks to work with the Ministry of Business, Innovation and Employment to assist Ngāti Maru to achieve its strategic goals.

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Agreement

1 Interpretation

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

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

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

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

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

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

'Deed of Settlement' means the Deed of Settlement dated [] between the Crown and Ngāti Maru;

'Governance Entity' means the trust known as Te Kāhui Maru Trust: Te Iwi o Maruwharanui established by trust deed dated 13 July 2018;

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

'Minister' means the Minister of Energy and Resources;

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

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

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

'Ngāti Maru' has the meaning given to in the deed of settlement;

'Ngāti Maru Area of Interest' has the meaning given to it in the Ngāti Maru Deed of Settlement and is the area identified in the map included in Schedule 1 of this Agreement.

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

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

- 1.2 **General construction:** In interpreting this Agreement, unless the context otherwise requires:
- 1.2.1 headings to clauses are for reference only and are not an aid in interpretation;
 - 1.2.2 references to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time;
 - 1.2.3 references to documents will be construed as references to those documents as they may be amended from time to time;
 - 1.2.4 references to clauses are to clauses of this Agreement;
 - 1.2.5 all periods of time include the day on which the period commences and also the day on which the period ends; and
 - 1.2.6 words importing the plural include the singular and vice versa and words importing gender import all genders.

2 Purpose

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

3 Shared acknowledgements

- 3.1 The Ministry acknowledges that Ngāti Maru have developed a deep understanding of the challenges and opportunities that accompany the petroleum industry. This understanding arises from their experiences with petroleum exploration and production over the last century, and their role as kaitiaki. In this role as kaitiaki, the Ministry acknowledges that Ngāti Maru have a close understanding of and relationship with their environment, and therefore have relevant information to share with the Ministry and petroleum industry. The Ministry also acknowledges that Ngāti Maru have growing experience in relation to the minerals sector.
- 3.2 The Ministry further acknowledges that Ngāti Maru have investment and economic development aspirations, and may wish to broaden their participation and investment in the petroleum and minerals sector.
- 3.3 Acknowledging further that both Ngāti Maru and the Ministry have limited resources, both Parties commit to implementing this agreement in a way that makes the most efficient use of available resources.

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4 Principles

- 4.1 The Parties agree that in working together under this Agreement, the following high-level principles will apply:
- 4.1.1 **meaningful engagement and consultation:** This will include annual meetings and opportunities for discussion, with a focus on block offers and other processes;
 - 4.1.2 **respecting information of a confidential nature:** This will include developing processes for the appropriate management of confidential information shared between the Parties;
 - 4.1.3 **reflecting a balance between development and protection:** This will include exploring mechanisms to enhance protection of wāhi taonga, while acknowledging that Ngāti Maru may also seek to broaden economic development opportunities in the petroleum sector;
 - 4.1.4 **enhancing the capacity of the Parties:** This will include, for example, opportunities for sharing information; and
 - 4.1.5 **review and evolution:** This will include the identification of a relationship manager by both Parties to maintain and enhance the relationship, and mechanisms to resolve any issues that arise in the relationship.

5 Application

- 5.1 **Scope:** This Agreement applies to all functions and responsibilities of the Minister of Energy and Resources and the Secretary within the Energy and Resources portfolio.
- 5.2 **Enforcement:** The Parties acknowledge that this Agreement is not intended to be legally enforceable, but that this does not diminish the intention of the Parties to comply with the terms and conditions of this Agreement.
- 5.3 **Agreement subject to rights and obligations:** For the sake of clarity, this Agreement does not override or limit:
- 5.3.1 legislative rights, powers or obligations; or
 - 5.3.2 functions, duties and powers of the Minister and any officials under legislation; or
 - 5.3.3 the ability of the Crown to introduce legislation and change government policy; or
 - 5.3.4 the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative; or
 - 5.3.5 the requirement that the Ministry act in accordance with directions from Ministers; or
 - 5.3.6 the legal rights and obligations of the hapū of Ngāti Maru and Te Kāhui Maru Trust: Te Iwi o Maruwharanui Trust.

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6 Annual Forum

- 6.1 **Annual Forum:** The Parties agree to meet on an annual basis in a meeting to be known as the Annual Forum.
- 6.2 **Timing:** The Annual Forum will be timed to coincide with the Ministry's business planning process and the beginning of the annual block offer cycle (usually in May of each year).
- 6.3 **Agenda:** The Annual Forum will include the following agenda items:
- 6.3.1 a discussion of policy, regulatory and work plan developments envisaged for the forthcoming year across both petroleum and minerals development;
 - 6.3.2 broad aspects of permit operations within the Taranaki region, including any compliance, decommissioning and relevant operational matters;
 - 6.3.3 review of past year's engagement and future opportunities to develop mutual understandings and relationships;
 - 6.3.4 review of early engagement, as outlined in clause 7 below, on block offers and any other competitive tenders; and
 - 6.3.5 a broad indication of the Ministry's future strategy for block offer areas.
- 6.4 **Participants:** The Parties agree that:
- 6.4.1 the Annual Forum will involve senior managers from both Parties; and
 - 6.4.2 the best endeavours of both Parties will be made to include the eight iwi of Taranaki in the Annual Forum.

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

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

7 Annual Block Offer Round Meeting

- 7.1 **Annual Block Offer Round Meeting:** The Parties agree to meet at an early stage of the annual block offer cycle (or other competitive tendering) and prior to formal consultation. This meeting shall be known as the Annual Block Offer Round Meeting.
- 7.2 **Timing**
- 7.2.1 The Annual Block Offer Round Meeting will take place after the process by which industry express interest in particular blocks has closed (usually in August of each year).
 - 7.2.2 The meeting will be scheduled so as to allow Ngāti Maru as much time as possible, taking into account the statutory timeframe, to plan their response

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and/or submission for the formal consultation stage. This may include, for example, planning hui, identifying issues, undertaking research and commissioning advice.

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

7.3.1 Ministry information about the next planning year's petroleum block offer proposals (or any minerals competitive tendering) to enable the iwi to plan for any formal engagement ahead of the formal process;

7.3.2 Sharing of information by the Parties about local issues and opportunities and an explanation by the Ministry of the potential prospectivity of the area to be covered by the block offer or competitive tender for consideration; and

7.3.3 If either party considers it necessary, exploration of mechanisms to enhance the Ministry's understanding of iwi issues and wāhi taonga.

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

8 Formal consultation

8.1 **Permit applications:** The Parties agree that in respect of any minerals permit applications, the Ministry will consult with Ngāti Maru in the following circumstances:

8.1.1 **Petroleum exploration permit block offers:** 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 Crown Minerals Act 1991 and the relevant minerals programme), which relates, whether wholly or in part, to the Area identified in Schedule 1. This will include outlining the proposals for holding the block offer, and consulting with Ngāti Maru on these proposals over the consultation period set out in the relevant minerals programme;

8.1.2 **Other petroleum permit applications:** when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Area identified in Schedule 1, except where the application relates to a block offer over which consultation has already taken place under clause 8.1.1;

8.1.3 **Amendments to petroleum permits:** when any application to amend a petroleum permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Area identified in Schedule 1;

8.1.4 **Competitive tender allocation for Crown owned minerals other than petroleum:** 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 Crown Minerals Act 1991 and any relevant minerals programme) which relates, whether wholly or in part, to the Area identified in Schedule 1;

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- 8.1.5 **Other permit applications for Crown owned minerals other than petroleum:** when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Area identified in Schedule 1, except where the application relates to competitive tender allocations over which consultation has already taken place under clause 8.1.4 or where the application relates to newly available acreage over which consultation has already taken place under clause 8.1.6;
- 8.1.6 **Newly available acreage:** before 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 Area identified in Schedule 1;
- 8.1.7 **Amendments to permits for Crown owned minerals other than petroleum:** when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Area identified in Schedule 1; and
- 8.1.8 **Gold fossicking areas:** when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Area identified in Schedule 1.

9 Other engagement

- 9.1 **Māori land and significant sites (wāhi taonga):** The Parties agree, consistent with provisions and responsibilities within the Crown Minerals Act 1991 regime:
- 9.1.1 to enhance iwi engagement mechanisms to better provide for the protection of areas of particular importance to Ngāti Maru, by means such as access by the Ministry to Ngāti Maru sites of significance registers if iwi agree;
- 9.1.2 where Ngāti Maru are requested to identify areas of particular importance to them, to provide greater guidance to the Ministry and Ngāti Maru, the Parties will discuss:
- (a) the characteristics and nature of significant sites, including wāhi taonga;
 - (b) the nature and size of the area that could reasonably be expected to be excluded or amended; and
 - (c) the nature and quality of information required in order for an application for exclusion or amendment to be adequately considered by the Ministry.
- 9.1.3 to explore mechanisms for improving notice to Māori land owners of activities which will impact on Māori land (as defined by Te Ture Whenua Māori Act 1993).
- 9.2 **Review of Minerals Programmes:** The Parties agree that in respect of any minerals programme review, the Ministry shall:
- 9.2.1 consider any proposals made by Ngāti Maru as to the scope of any review of minerals programmes;

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9.2.2 provide an early opportunity, before any public consultation process, for discussion with Ngāti Maru of those parts of new draft minerals programmes that either party identifies as affecting Ngāti Maru interests; and

9.2.3 meet with Ngāti Maru during the public consultation phase of any minerals programme review or the minerals regime generally if the review may affect iwi interests and the governance entity requests a meeting.

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

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

9.4 **Effects on Ngāti Maru's interests in relation to Crown owned minerals:** The Minister and Secretary will consult with Ngāti Maru on any policy or legislative development or review in relation to the administration of minerals which may affect Ngāti Maru interests in relation to Crown owned minerals in the Ngāti Maru Area of Interest (Schedule 1) or this Agreement.

9.5 **Facilitating constructive engagement with industry:** The Ministry shall:

9.5.1 review information provided by the Ministry to industry on Ngāti Maru and their concerns if any, and provide assistance to industry on how to build and maintain good relationships with Ngāti Maru;

9.5.2 require permit holders to report on the engagement they have undertaken with Ngāti Maru, as required by legislation, minerals programmes and/or block offer notices;

9.5.3 provide Ngāti Maru opportunity to comment to the Ministry on a permit holders' engagement with Ngāti Maru;

9.5.4 facilitate introductions of Ngāti Maru representatives to permit holder/s as early as feasible after the allocation of a permit;

9.5.5 facilitate the development of industry best practice guidelines for engagement with iwi; and

9.5.6 where requested by the Ngāti Maru, endeavour to facilitate meetings with relevant permit holders.

10 Relationship management

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

10.1.1 be the key point of contact for any matters relating to this Agreement;

10.1.2 oversee the implementation of this Agreement; and

10.1.3 be responsible for coordinating the Annual Forum in a timely manner.

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- 10.2 **Facilitating relationships outside of this Agreement:** The Ministry's Relationship Manager will endeavour to facilitate introductions to other parts of the Ministry if requested to do so by Ngāti Maru.
- 10.3 **Other meetings:** Outside of the annual meetings provided for under this Agreement, relevant representatives of the Parties will meet as required.
- 10.4 **Restructuring changes in Ministry:** The Ministry will notify the Governance Entity of any re-structuring or re-organising of the Ministry which might affect the operation of this Agreement.

11 Information provision and building mutual capacity

- 11.1 **Information resources:** The Parties agree that the Governance Entity will assist the Ministry with the development of information resources (if any) about activities relating to petroleum and minerals for use in discussion with other iwi and communities in other parts of Aotearoa/New Zealand.
- 11.2 **Building mutual capacity:** The Parties agree to work together to develop measures to enhance the capacity of both the Ministry and Ngāti Maru to engage constructively with each other including:
- 11.2.1 facilitating a better understanding by Ministry staff dealing with petroleum and minerals development of issues of importance to Ngāti Maru;
 - 11.2.2 to the extent that resources allow, providing opportunities (such as workshops and seminars) for information sharing and expertise enhancement;
 - 11.2.3 the Ministry providing information through websites and other media as appropriate to make transparent any agreements and protocols in place between the Crown and Ngāti Maru, where both Parties support such publication.

12 Confidentiality

- 12.1 The Parties agree that:
- 12.1.1 subject to clause 12.3, the Ministry will ensure appropriate arrangements are in place to provide for confidentiality of material provided by the Governance Entity and Ngāti Maru, and identified by either the Governance Entity or Ngāti Maru as requiring such confidentiality;
 - 12.1.2 the Governance Entity will ensure appropriate arrangements are in place to provide for confidentiality of material provided by the Ministry and identified by the Ministry as requiring such confidentiality.
- 12.2 Subject to clause 12.3, with regard to information sharing and confidential information, the Ministry will, on request, make available to Ngāti Maru existing information held by, and reasonably accessible to, the Ministry that is directly relevant to Ngāti Maru with regard to this Agreement.



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

12.3.1 that the Ministry is legally prevented from providing (for example, information that is subject to an obligation of confidentiality or non-disclosure); or

12.3.2 that the Ministry is legally required to provide, for example under the Official Information Act 1982.

13 Compliance

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

14 Dispute resolution (escalation of matters)

14.1 **Dispute resolution process:** The dispute resolution process is as follows:

14.1.1 If one party considers that there has been a breach of this Agreement, then that party may give written notice to the other that they are in dispute.

14.1.2 As soon as practicable upon receipt of the notice referred to in clause 14.1.1, the Parties' representative(s) will meet to work in good faith to resolve the issue.

14.1.3 If the dispute has not been resolved within 20 Working Days of receipt of the notice, the Secretary and the Chief Executive Officer/General Manager of the Governance Entity will meet in good faith to resolve the issue.

14.1.4 If the dispute has not been resolved within 20 Working Days of the meeting set out in clause 14.1.3, the Chair of the Governance Entity or nominee will meet in good faith with the Minister to resolve the issue.

15 Review

15.1 Review

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

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

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

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

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Execution

SIGNED for and on behalf of the
CROWN in right of New Zealand by
the Minister of Energy and Resources

)
)
)

Hon Dr Megan Woods

Witnessed by:

Execution

SIGNED for and on behalf of the
TE KĀHUI MARU TRUST: TE IWI O
MARUWHARANUI

)
)
)

Eileen Hall

Holden Brent Hohaia

Bronwyn Koroheke

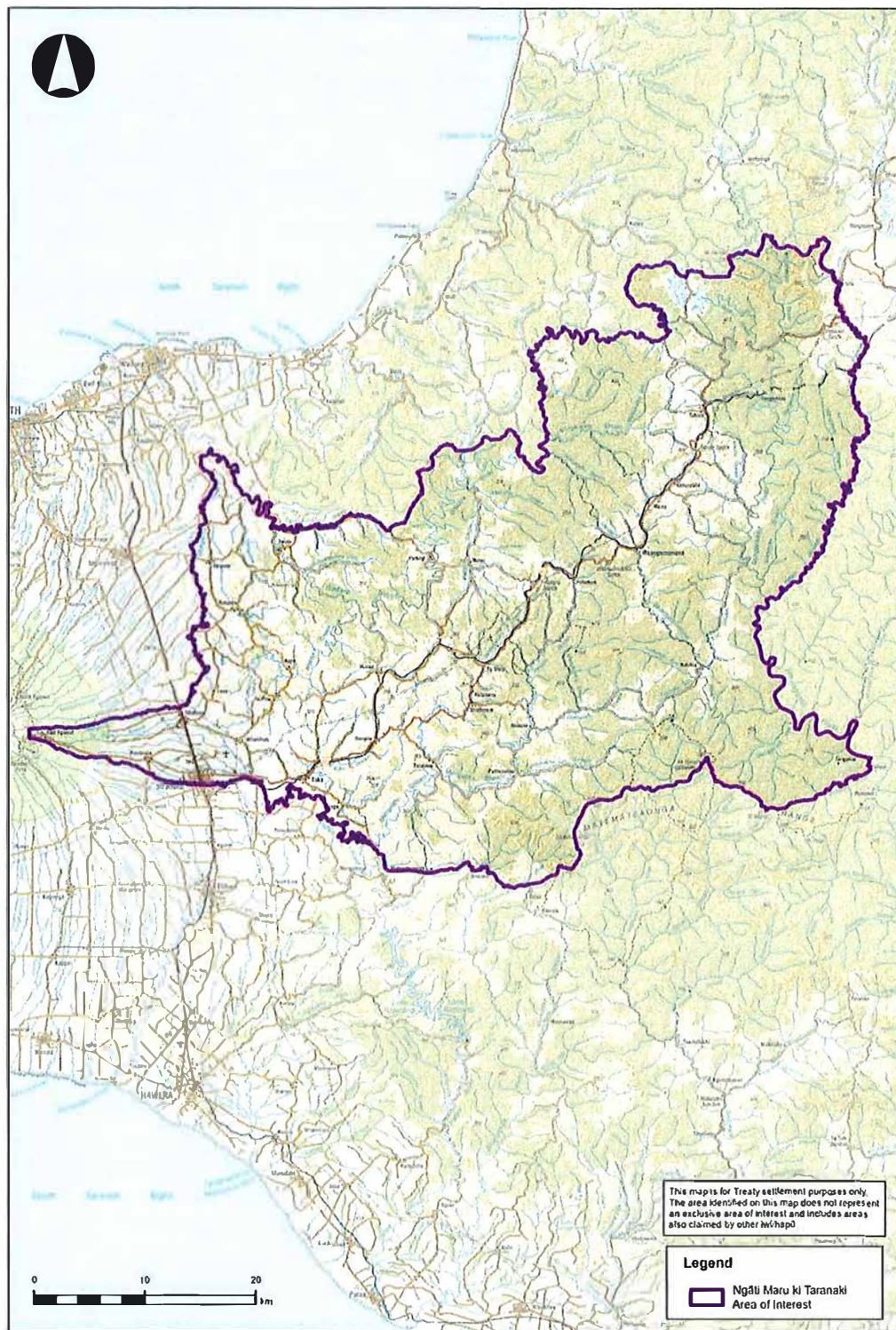
Tamzyn Rose Pue

Sam Tamarapa

Raymond Tuuta

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Schedule 1: Ngāti Maru Area of Interest



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4.3 Whakaaetanga Tiaki Taonga

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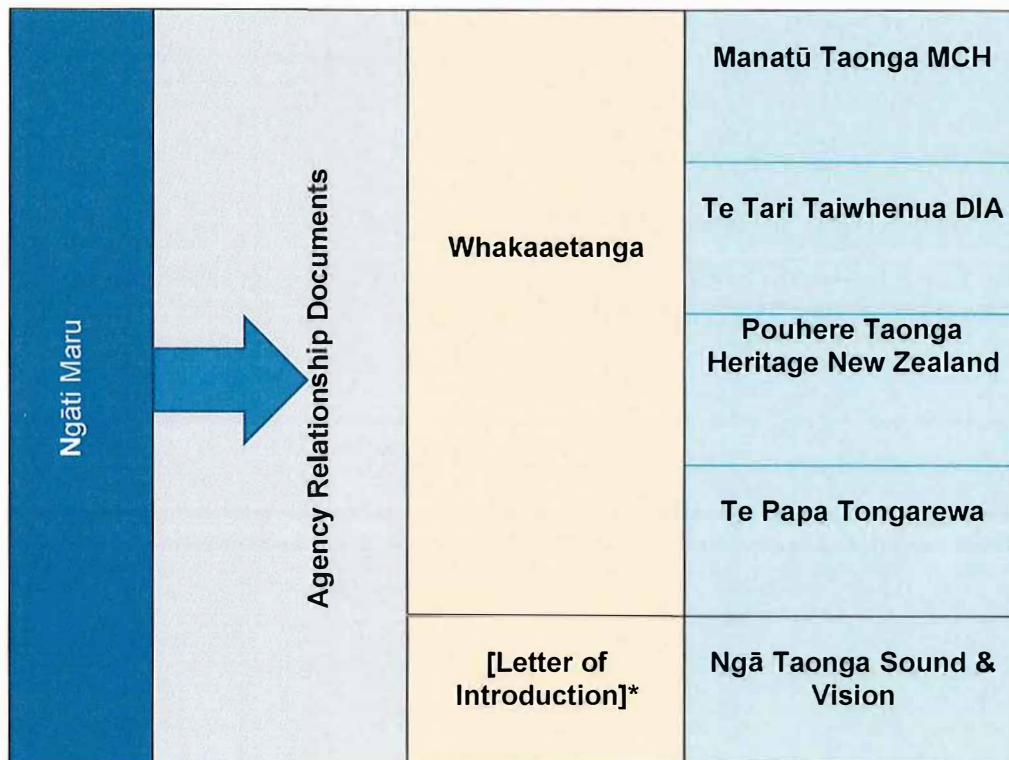
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Whakaaetanga Tiaki Taonga

**Relationship Agreement between the Culture and
Heritage agencies and the Trustees of the Te Kāhui
Maru Trust: Te Iwi o Maruwharanui**

DATE: [TBC]

Whakaaetanga Tiaki Taonga - Overarching Relationship Agreement



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

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

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

[NOTE: DIAGRAM MAY CHANGE DEPENDING ON PARTIES TO THE WHAKAAETANGA]

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Whakaaetanga Tiaki Taonga

The Parties

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

- The Trustees of the Te Kāhui Maru Trust: Te Iwi o Maruwharanui, the post settlement governance entity ("Te Kāhui Maru Trust");
- 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 Te Kāhui Maru Trust is the body representative of Ngāti Maru who have an interest in the matters covered under this Whakaaetanga. This derives from the status of the Te Kāhui Maru Trust as tangata whenua in the Iwi Area of Interest and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

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

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

Introduction

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

1. Whakaaetanga between the Culture and Heritage Parties and the Te Kāhui Maru Trust to facilitate:
 - 1.1. the care, management, access, use, development and revitalisation of Ngāti Maru taonga; and
 - 1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Ngāti Maru.
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 Maru taonga (whether held by Ngāti Maru 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]).

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4. Pouhere Taonga wishes to record its commitment to the identification protection, preservation and conservation of the historical and cultural heritage of Ngāti Maru.
5. The Parties acknowledge that these common commitments are intended to support and promote the vision of Te Kāhui Maru Trust.

Purpose

6. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngāti Maru taonga, whether held by Ngāti Maru 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 Maru taonga to the maintenance and development of Ngāti Maru culture and to enriching the cultural life of New Zealand;
 - 7.2. that Ngāti Maru taonga is held and looked after by Ngāti Maru whānau and hapū, and also by the Culture and Heritage Parties to this Whakaaetanga;
 - 7.3. Ngāti Maru's cultural and spiritual authority in relation to Ngāti Maru taonga;
 - 7.4. that active and meaningful engagement by the Culture and Heritage Parties with Ngāti Maru in the care and management, use, development and revitalisation of, and access to, Ngāti Maru taonga is required as agreed in the joint work plans;
 - 7.5. that innovative and technological solutions are required to provide opportunities for Ngāti Maru 's youthful population, and [a percentage] of that population who are living outside the traditional tribal rohe, to connect with Ngāti Maru 's culture and identity; and
 - 7.6. the need for an enduring and collaborative relationship to be developed between Te Kāhui Maru Trust 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;
 - 8.2. that wāhi tapu and wāhi tūpuna, land based Māori heritage, structures and monuments looked after by Ngāti Maru whānau and hapū;
 - 8.3. Ngāti Maru's cultural and spiritual authority in relation to Ngāti Maru wāhi tapu and wāhi tūpuna, land based Māori heritage, structures and monuments;
 - 8.4. that active and meaningful engagement by the Pouhere Taonga with Ngāti Maru in the identification, protection, preservation and conservation of Ngāti Maru wāhi tapu, wāhi tūpuna, land based Māori heritage, structures and monuments are required as agreed in the work plans; and

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- 8.5. the need for an enduring and collaborative relationship to be developed between Te Kāhui Maru Trust and Pouhere Taonga.

Vision

9. The Culture and Heritage Parties recognise and respect Te Kāhui Maru Trust's vision which is:
10. Te Maru Ora is the Ngāti Maru strategic framework which sets out Ngāti Maru's values, principles and aspirations. Te Maru Ora is an expression of Ngāti Marutanga and Ngāti Maru's desire to work proactively and collaboratively for the benefit of current and future generations of Ngāti Maru uri. The framework focusses on the following areas:
- 10.1. **Maru Roto** - *Kia matomato te tupu o Ngāti Maru tangata, Ngāti Maru ahurea.* Strengthening Ngāti Maru within. Ngāti Maru are healthy and flourishing physically, spiritually, emotionally and culturally.
- 10.2. **Maru Taha** - *He whakapūmau i ngā hononga. He tuitui i te whanaungatanga.* He taketake Rongo. Strengthening relationships and building connections.
- 10.3. **Maru Muri** - *Ko te aro ki ngā kōrero taketake o Ngāti Maru. He whakatau i ngā mahi o nehe kia marire te noho.* Understanding and learning from our history and experience.
- 10.4. **Maru Mua** - *Ko te whakapikitanga o te ōhanga o Ngāti Maru.* Strengthening Ngāti Maru's future prosperity.
- 10.5. **Maru Pae** - *Kia tau te tāmōre more nui nō Papa nō Rangī.* Connection to place (our whenua, awa, marae, ngā wāhi tapu).
- 10.6. **Maru Tiketike** - *Kia puāwai ai a Ngāti Maru i roto i ōna kawenga katoa.* Reaching for the heavens - innovation and outstanding achievement.
11. Ngāti Maru seeks to work with the Culture and Heritage Parties to assist Ngāti Maru to achieve its strategic goals.
12. This vision is intended to facilitate access to Ngāti Maru taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of Ngāti Maru's historical and cultural heritage.
13. The vision of Te Kāhui Maru Trust is built upon the already existing relationships between Ngāti Maru 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.

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Principles

14. The Parties acknowledge the following relationship principles that will guide the implementation of this Whakaaetanga:
 - 14.1. working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
 - 14.2. working with a 'no surprises' approach;
 - 14.3. working in a spirit of co-operation;
 - 14.4. acknowledging that the relationship is flexible and evolving;
 - 14.5. respecting the independence of the Parties and their individual mandates, roles and responsibilities; and
 - 14.6. recognising and acknowledging that the Parties benefit from working together by sharing their vision, knowledge and expertise.
15. Te Kāhui Maru Trust and the Culture and Heritage Parties have entered into this Whakaaetanga in good faith and in the spirit of partnership. Te Kāhui Maru Trust 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

16. 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.
17. 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 [xx] of the [IWI NAME 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.
18. For the avoidance of doubt the legally enforceable parts of the Whakaaetanga are contained in Appendix B and apply to MCH only.
19. Resourcing of activities under this Whakaaetanga will be within the existing resource limits and align with the Government priorities of the day.
20. Te Kāhui Maru Trust 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

21. When requested by the Te Kāhui Maru Trust, each of the Culture and Heritage Parties will confirm joint work plans (work plans) with Te Kāhui Maru Trust, in relation to matters

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consistent with the purpose of this Whakaaetanga of specific pieces of work to be undertaken which may:

- 21.1. provide the detail of the commitments agreed by Te Kāhui Maru Trust and each respective Culture and Heritage Party;
 - 21.2. set out a timetable and milestones for delivering on any agreed commitments;
 - 21.3. confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 21.4. identify a process for resolving any issues or disputes;
 - 21.5. identify key contact persons for the parties;
 - 21.6. provide for mutually agreed outcomes; and
 - 21.7. provide for the work plans to be reviewed at the annual meeting.
22. Final topics for the work plans will be mutually agreed by Te Kāhui Maru Trust and each respective Culture and Heritage Party and will reflect the priorities, resources and the specific functions and duties of the parties.
23. When developing work plans Culture and Heritage Parties may invite any other party to be involved in discussions about the work plan. The Culture and Heritage Parties will engage with Te Kāhui Maru Trust before issuing any such invitation.

Work Plan Topics Shared by all Parties

24. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.
- 24.1. Care and Management of Ngāti Maru 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 Te Kāhui Maru Trust as far as reasonably practicable, to develop and maintain inventories for Ngāti Maru taonga;
 - c. to work collaboratively with Te Kāhui Maru Trust to research Ngāti Maru taonga;
 - d. to work with Te Kāhui Maru Trust to develop metadata for Ngāti Maru taonga;
 - e. to work collaboratively with Te Kāhui Maru Trust on taonga care, management, and storage;
 - f. to develop mutually beneficial research projects that enhance the understanding of Ngāti Maru taonga and Ngāti Maru culture; and
 - g. to work collaboratively with Te Kāhui Maru Trust on the identification, preservation and protection of their land based Māori heritage, structures and monuments.

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24.2. Sharing knowledge and expertise associated with Ngāti Maru 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 Maru taonga;
- c. work together on exhibition planning processes and related activities specific to Ngāti Maru taonga;
- d. seek advice from Te Kāhui Maru Trust regarding specific policy and tikanga guidance as it relates to Ngāti Maru taonga; and
- e. share information on the preservation and protection of land based Māori heritage, structures and monuments.

24.3. Opportunities for increased learning and capacity building relating to Ngāti Maru taonga through:

- a. conservation and training in Taonga and structure preservation;
- b. collection management systems;
- c. digitisation initiatives; and
- d. training and development, with possible internships.

25. Final topics for the work plans will be mutually agreed by Te Kāhui Maru Trust 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 Whakaetanga includes potential topics for work plans between Te Kāhui Maru Trust and each of the Culture and Heritage Parties.

Ongoing Relationships

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

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;

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- 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 Te Kāhui Maru Trust vision and principles.

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 Te Kāhui Maru Trust on legislative and policy development or review which potentially affects Ngāti Maru taonga and provide for opportunities for the Te Kāhui Maru Trust 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 Te Kāhui Maru Trust of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
- 32.2. make available to the Te Kāhui Maru Trust the information provided to Māori as part of the consultation process referred to in this clause; and
- 32.3. advise the Te Kāhui Maru Trust 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 Te Kāhui Maru Trust trustees in each case are:
- 33.1. ensuring that Te Kāhui Maru Trust 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 Te Kāhui Maru Trust 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 Te Kāhui Maru Trust trustees in the decision making process including the preparation of submissions by Te Kāhui Maru Trust trustees in relation to any of the matters that are the subject of the consultation;

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- 33.4. ensuring that the Culture and Heritage party will approach the consultation with Te Kāhui Maru Trust trustees with an open mind, and will genuinely consider the submissions of Te Kāhui Maru Trust trustees in relation to any of the matters that are the subject of the consultation; and
- 33.5. reporting back to Te Kāhui Maru Trust 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 Te Kāhui Maru Trust and the Chief Executive of, or relevant Minister for, the Culture and Heritage Party (or, in the case of Te Papa and Pouhere Taonga, the Chairperson of the Board). Any Party that makes a request for a meeting will give one month's notice to the other parties.
35. Where the dispute has not been resolved within a reasonable period of time through a meeting under clause 35 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 36.1 mediator will be appointed by the President for the time being of the New Zealand Law Society. The mediator will be:
- familiar with tikanga based dispute resolution; and
 - 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 36, 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 27 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 Maru 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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[Issued on []]

Signing parties

(Name)
Chief Executive
Te Kāhui Maru Trust
Date:

WITNESS

Name:
Occupation:
Address:

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

WITNESS

Name:
Occupation:
Address:

Bernadette Cavanagh
Chief Executive
Ministry for Culture and Heritage Manatū Taonga
Date:

WITNESS

Name:
Occupation:
Address:

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

Archives New Zealand Te Rua Mahara o Te Kāwanatanga

3. Collaborative Care and Management of Taonga:
 - a) to work with Te Kāhui Maru Trust to develop processes to record what material relating to Ngāti Maru taonga is being accessed from the collections;
 - b) to work with Te Kāhui Maru Trust to develop protocols concerning use of and access to materials relating to Ngāti Maru taonga;
 - c) to consult with Te Kāhui Maru Trust regarding, and provide Ngāti Maru with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Ngāti Maru taonga that are superfluous to the needs of Archives New Zealand; and
 - d) to develop a process to provide information to Te Kāhui Maru Trust on the type of research being conducted when Ngāti Maru taonga are being accessed.
4. Monitoring delivery of service:
 - a) to develop processes to monitor the effectiveness of the relationship with and services to Te Kāhui Maru Trust in achieving outcomes mutually agreed in the work plans.

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5. Analysis and reporting:

- a) to prepare and prioritise a list of key questions to ask regularly in written reports to Te Kāhui Maru Trust 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 Maru taonga:

- a) to consult with Te Kāhui Maru Trust, and advise public offices and local authorities, on best practice in making access decisions for access to Ngāti Maru taonga held by the public archives and local authorities.

Museum of New Zealand Te Papa Tongarewa

7. To work with Te Kāhui Maru Trust 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.

8. Collaborative Care and Management of Taonga:

- a) to develop and maintain an inventory of Ngāti Maru taonga held at Te Papa;
- b) to work with Te Kāhui Maru Trust to develop exhibition opportunities; and
- c) to provide opportunities to promote Ngāti Maru artists at Te Papa.

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

- a) to recognise the Te Kāhui Maru Trust as an iwi authority for Ngāti Maru in relation to taonga issues; and
- b) to consult with Te Kāhui Maru Trust regarding, and provide Ngāti Maru with the opportunity to acquire, Ngāti Maru taonga that may be deaccessioned by Te Papa.

10. Sharing knowledge and expertise associated with Ngāti Maru cultural heritage kaupapa:

- a) to share knowledge and expertise associated with Ngāti Maru cultural heritage kaupapa, including the following:
 - i) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;
 - ii) Visitor Market Research & Evaluation methodology and data;
 - iii) Ngāti Maru taonga held overseas;
- b) to actively facilitate Ngāti Maru relationships with New Zealand and international museums, galleries and heritage organisations; and

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- c) to actively facilitate opportunities for access and reconnection of Te Kāhui Maru Trust taonga through the relationships stated in paragraph 10 (b) above.

Te Papa: Future Aspirations:

11. In the future Te Papa and Te Kāhui Maru Trust will work together on:

- a) New Zealand Museum Standards Scheme;
- b) advice on cultural centre development;
- c) commercial Initiatives;
- d) exhibition 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.

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:

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- 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 – tāngata whenua, 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 consult with tangata whenua and interested groups, e.g. landowners, local authorities, government departments;
 - b) specifically prepare Māori heritage proposals for entry on the List; and
 - c) assist with research, and prepare reports for the Board of Pouhere Taonga and Māori Heritage Council.

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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 Te Kāhui Maru Trust with the opportunity for input into those matters.

RELATIONSHIP PRINCIPLES

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

WHAKAAETANGA PROVISIONS

3. The Ministry for Culture and Heritage (“MCH”) agrees to comply with all of its obligations to Te Kāhui Maru Trust set out in the body of the Whakaaetanga.

PROTECTED OBJECTS ACT 1975

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

NOTIFICATION OF TAONGA TŪTURU

6. From the date this Whakaaetanga is issued the Chief Executive will:
 - a) notify Te Kāhui Maru Trust in writing of any Taonga Tūturu found within the Area or identified as being of Ngāti Maru 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 Maru origin found anywhere else in New Zealand;
 - c) notify Te Kāhui Maru Trust 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 Maru origin found anywhere else in New Zealand;
 - d) notify Te Kāhui Maru Trust 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 Maru origin

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

- e) notify Te Kāhui Maru Trust 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 Maru 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 MARU ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

7. If Te Kāhui Maru Trust 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 Maru 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 Te Kāhui Maru Trust's claim of ownership, the Chief Executive will consult with Te Kāhui Maru Trust 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 Maru origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of Te Kāhui Maru Trust 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 MARU ORIGIN FOUND ELSEWHERE IN NEW ZEALAND

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

EXPORT APPLICATIONS - EXPERT EXAMINERS

11. For the purpose of seeking an expert opinion from Te Kāhui Maru Trust trustees on any export applications to remove any Taonga Tūturu of Ngāti Maru origin from New Zealand, the Chief Executive will register Te Kāhui Maru Trust trustees on the MCH Register of Expert Examiners.
12. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Maru origin from New Zealand, the Chief Executive will consult Te Kāhui Maru Trust

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trustees as an Expert Examiner on that application, and notify the Te Kāhui Maru Trust 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 Te Kāhui Maru Trust within the limits of the Act. In circumstances where the Chief Executive originally consulted Te Kāhui Maru Trust as an Expert Examiner, the Minister may consult with Te Kāhui Maru Trust where a person appeals the decision of the Chief Executive to:
- a) refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - b) impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
14. MCH will notify Te Kāhui Maru Trust in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Te Kāhui Maru Trust was consulted as an Expert Examiner.

REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

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

BOARD APPOINTMENTS

16. The Chief Executive shall:
- a) notify Te Kāhui Maru Trust trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - b) add Te Kāhui Maru Trust trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and
 - c) notify Te Kāhui Maru Trust 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 Te Kāhui Maru Trust trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Ngāti Maru's interests.
18. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the Te Kāhui Maru Trust, which the Chief Executive considers complies with the MCH's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

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HISTORY PUBLICATIONS RELATING TO NGĀTI MARU

19. The Chief Executive shall:

- a) provide Te Kāhui Maru Trust trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Ngāti Maru; and
- b) where reasonably practicable, consult with Te Kāhui Maru Trust trustees on any work MCH undertakes that relates substantially to Ngāti Maru:
 - i) from an early stage;
 - ii) during the process of undertaking the work; and
 - iii) before making the final decision on the material of a publication.

20. Te Kāhui Maru Trust trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by Te Kāhui Maru Trust 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 Maru 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 Te Kāhui Maru Trust trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in clauses 21 and 22 of Appendix B is subject to the Government's Mandatory Rules for Procurement by Departments, 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. The Department is responsible to six Ministers administering six Votes across seven portfolios. Our portfolios include Internal Affairs, Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector.
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates people's activity, encourages compliance and enforces the law;
 - (d) monitors performance; and
 - (e) currently employs 1500 staff in 21 cities and towns in New Zealand, Sydney and London.
5. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs will be accountable for the functions of the National Library and of Archives New Zealand.
6. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in, this Whakaaetanga in relation to the functions of the National Library and of Archives New Zealand, and will have an important role in managing the overall relationship with Ngāti Maru.

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

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

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

Archives New Zealand (Te Rua Mahara o te Kāwanatanga)

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

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

Museum of New Zealand Te Papa Tongarewa (Te Papa)

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

17. 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".

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

- (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
- (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and cultural heritages, and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity;
- (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.

19. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to 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

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

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

22. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand's culture and kaitiaki of New Zealand's taonga. The

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Ministry's work prioritises cultural outcomes and also supports educational, economic and social outcomes, linking with the work of a range of other government agencies.

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

Heritage New Zealand Pouhere Taonga

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

Heritage New Zealand - a change of name

28. In 2010, the Ministry for Culture and Heritage led a review of the Historic Places Act 1993 (HPA) and as a result of that work the Heritage New Zealand Pouhere Taonga Act 2014 was enacted on Tuesday 20 May 2014. The Act made some changes to how Heritage New Zealand operates, and to archaeological provisions. It also formally changed its name to Heritage New Zealand Pouhere Taonga and completes our transition to an Autonomous Crown Entity.
29. Generations of New Zealanders grew up with the New Zealand Historic Places Trust, working with Heritage New Zealand to preserve New Zealand's significant heritage. But even though the name was well-known, it does not reflect who Heritage New Zealand is today.
30. While our status has changed some aspects of the way the organisation functions, there is much that will remain the same. Heritage New Zealand continues to:
- (a) Work in partnership with others, including iwi and hapū Māori, local and central government agencies, heritage NGOs, property owners, and its volunteers;
 - (b) Provide advice to both central and local government, and property owners on the conservation of New Zealand's most significant heritage sites; and

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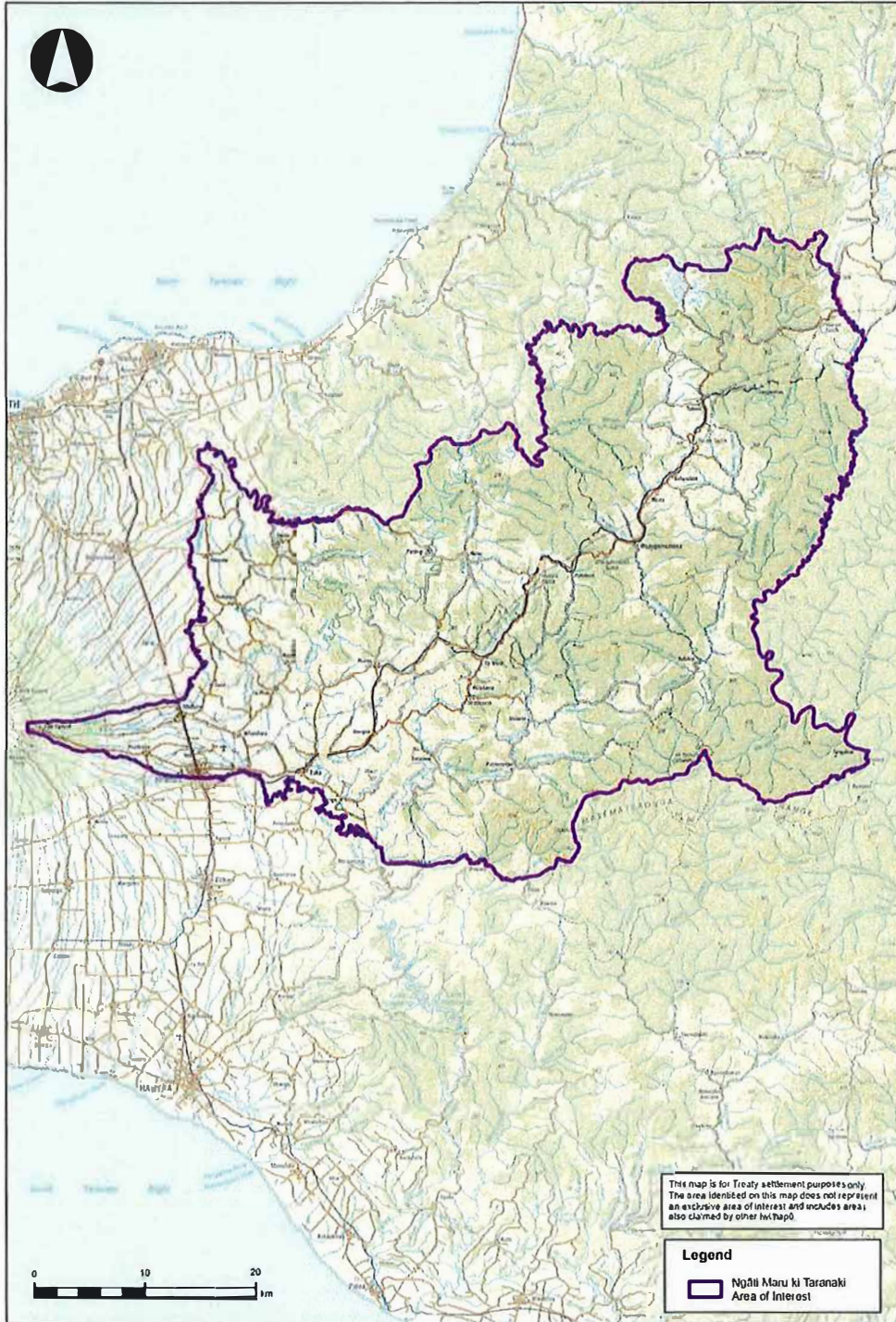
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- (c) Maintain the New Zealand Heritage List (formerly the national Register of historic places), manage 48 nationally significant heritage properties, regulate the modification of archaeological sites, and manage the national heritage preservation incentive fund

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Appendix D: Ngāti Maru Area of Interest



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4.4 Relationship Agreement with the Ministry for the Environment

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RELATIONSHIP AGREEMENT between

Ngāti Maru &

**MINISTRY FOR THE
ENVIRONMENT**



Ministry for the
Environment
Manatū Mo te Taiao

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1 PURPOSE

- 1.1 This Relationship Agreement formalises the relationship between the Ministry for the Environment (Ministry) and Ngāti Maru through the Te Kāhui Maru Trust: Te Iwi o Maruwharanui' (the "Trust") and establishes a framework to enable these parties to develop and maintain a positive and enduring working relationship.

2 RELATIONSHIP PRINCIPLES

- 2.1 In implementing the Relationship Agreement, the Ministry and the Trust agree to commit to the actions documented in this agreement and to act consistently with the following relationship principles:

- (a) take into account the Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
- (b) work in a spirit of co-operation;
- (c) ensure early engagement on issues of known mutual interest;
- (d) operate a 'no surprises' approach;
- (e) acknowledge that the relationship is evolving, not prescribed;
- (f) respect the independence of the parties and their individual mandates, roles and responsibilities; and
- (g) recognise and acknowledge that the parties benefit from working together and sharing their vision, knowledge and expertise.

- 2.2 This Relationship Agreement is intended to further enhance the existing relationship between the Ministry and the Trust. Nothing in this agreement displaces existing arrangements between the parties.

3 NGĀTI MARU VISION

Te Maru Ora is the Ngāti Maru strategic framework which sets out Ngāti Maru's values, principles and aspirations. Te Maru Ora is an expression of Ngāti Marutanga and Ngāti Maru's desire to work proactively and collaboratively for the benefit of current and future generations of Ngāti Maru uri. The framework focusses on the following areas:

Maru Roto - *Kia matomato te tupu o Ngāti Maru tangata, Ngāti Maru ahurea.*

Strengthening Ngāti Maru within. Ngāti Maru are healthy and flourishing physically, spiritually, emotionally and culturally

Maru Taha - He whakapūmau i ngā hononga. He tuitui i te whanaungatanga.

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He taketake Rongo. Strengthening relationships and building connections

Maru Muri - *Ko te aro ki ngā kōrero taketake o Ngāti Maru. He whakatau i ngā mahi o nehe kia marire te noho.* Understanding and learning from our history and experience

Maru Mua - *Ko te whakapikitanga o te ōhanga o Ngāti Maru.* Strengthening Ngāti Maru's future prosperity

Maru Pae - *Kia tau te tāmōre nui nō Papa nō Rangi.* Connection to place (our whenua, awa, marae, ngā wāhi tapu)

Maru Tiketike - *Kia puāwai ai a Ngāti Maru i roto i ōna kawenga katoa.* Reaching for the heavens - innovation and outstanding achievement.

Ngāti Maru seeks to work with the Ministry for the Environment to assist Ngāti Maru to achieve its strategic goals.

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 As the Ministry is not involved in day-to-day environmental management, it focuses on providing:

- (a) environmental management systems, including laws and regulations;
- (b) national direction through national policy statements, and national environmental standards and strategies;
- (c) funding, guidance and training on best practice; and

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- (d) information about the state 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 Maru Area of Interest as defined in the Ngāti Maru 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 the Ministry and the priorities of the government of the day.

6 COMMUNICATION

- 6.1 The Ministry will seek to establish and maintain effective and efficient communication with the Trust on a continuing basis through:
 - (a) relationship meetings held in accordance with section 8;
 - (b) providing a primary Ministry contact for the Trust who will:
 - (i) follow up on any requests for information from the Trust;
 - (ii) ensure that the Ministry maintains up to date information on the Trust's office holders, and their addresses and contact details;
 - (iii) act as a liaison person with other Ministry staff;
 - (iv) facilitate Ministry staff awareness and understanding of the contents of this Relationship Agreement and their responsibilities and roles under it; and
 - (v) ensure that any actions arising from relationship meetings held under clause 8.1 are appropriately recorded and assigned for follow-up;
 - (c) providing reasonable opportunities for the Trust to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise.

7 ENGAGEMENT ON LEGISLATION REVIEW & DEVELOPMENT

- 7.1 Where the Ministry is reviewing or proposes to amend legislation under which the Minister or Ministry has responsibilities, or which is administered by the Ministry, the Ministry will, as soon as is practicable:

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- (a) notify the Trust of any proposals upon which iwi generally will be consulted;
 - (b) make available to the Trust any information provided as part of the consultation process;
 - (c) provide opportunities for the Trust to have input into the review or proposal.
- 7.2 The Ministry will engage early with the Trust where a Ministry-led policy or legislative development or review programme will directly affect the Ngāti Maru Area of Interest.
- 7.3 Engagement will include seeking and considering the views of Ngāti Maru, through the Trust, on the actual or potential impacts of the proposal in relation to the interests of Ngāti Maru in the Ngāti Maru Area of Interest.

8 RELATIONSHIP MEETINGS

- 8.1 The parties agree that senior representatives of the Trust and the Ministry will participate in an annual relationship meeting.
- 8.2 Before each relationship meeting held in accordance with clause 8.1, representatives of the Trust and the Ministry will agree administrative arrangements for the meeting.
- 8.3 The parties will agree the agenda before each relationship meeting. Agenda items could include:
- (a) any legislative or policy developments of interest to Ngāti Maru, and associated opportunities for engagement;
 - (b) local authority performance in Ngāti Maru's Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA;
 - (c) opportunities for capability building, networking and training; and
 - (d) any other matters of mutual interest.
- 8.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 8.5 The first relationship meeting will take place within three months of a written request by the Trust, or earlier by mutual agreement.
- 8.6 Relationship meetings may be undertaken as part of a wider regional relationship forum by mutual agreement.
- 8.7 Other meetings may be held from time to time between Ministry staff and the Trust as agreed.

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4: RELATIONSHIP AGREEMENTS

9 BIENNIAL REGIONAL FORUM

- 9.1 The Ministry will establish a biennial regional forum in the Taranaki Region to enable the Trust and the mandated representatives of the other iwi of the Taranaki Region to meet the Minister for the Environment (subject to the Minister's availability) and a Deputy Secretary from the Ministry.
- 9.2 The purpose of the biennial regional forum will be to discuss environmental issues affecting the region, including the development of any new policy and legislation. To facilitate that purpose, the Ministry will coordinate invitations to senior representatives of other government agencies with an interest in natural resources to attend the biennial regional forum where relevant, or where the Trust so requests.
- 9.3 The timing of the biennial regional forum and annual relationship meeting referred to in the relationship agreement will be coordinated to fall on consecutive days insofar as is reasonably practicable.
- 9.4 Prior to the Biennial Regional Forum, the Ministry will seek input from the Trust and the mandated representatives of the other iwi of the Taranaki region on the following:
- (a) potential dates for the Regional Forum:
 - (b) agenda items; and
 - (c) other invitees (for example, other agencies or local authorities) to all or part of the Forum.

10 MARU TAIAO PLAN (IWI MANAGEMENT PLAN)

- 10.1 If the Trust requests it, the Ministry will provide advice and guidance to assist the development of a Maru Taiao plan (iwi management plan) by Ngāti Maru.
- 10.2 Advice and guidance provided by the Ministry will be technical in nature, and will not include financial support.

11 INFORMATION SHARING

Contestable funds

- 11.1 The Ministry administers a number of contestable funds that the Trust may be interested in applying for to complete projects in Ngāti Maru's Area of Interest. The Ministry will provide the Trust with up-to-date information on funding rounds and funding criteria on request. This includes any contestable funding that may become available for Maru Taiao plan (iwi management plans).

Local government performance

- 11.2 The Minister for the Environment (the Minister) has the function of monitoring the effect and implementation of the RMA (refer section 24 RMA). The Minister also has the power

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4: RELATIONSHIP AGREEMENTS

to require local authorities (and others) to supply information about the exercise of their functions, powers, or duties (refer section 27 RMA).

- 11.3 The way in which the Ministry exercises these functions and powers varies from time to time. At the date of signing 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). The NMS includes questions relating to Māori participation.
- 11.4 The Ministry also separately collects information on environmental outcomes through state of the environment monitoring.
- 11.5 Before each relationship meeting held under section 8, if requested by the Trust, the Ministry will provide the Trust with:
- (a) access to the most recent published information from the NMS as may be relevant to Ngāti Maru; and
 - (b) details of any published state of the environment monitoring as it relates to the Ngāti Maru Area of Interest.

Capability building, networking opportunities and training

- 11.6 The Ministry and the Trust will seek opportunities to provide each other with training, networking opportunities and other capability building activities in their respective areas of responsibility and expertise. Topics could include:
- (a) legislation administered by the Ministry (see section 4.2 above) and areas of responsibility under those Acts;
 - (b) Ngāti Maru values, practices and objectives.

- 11.7 If requested, the Ministry will provide advice and information to the Trust on training environmental commissioners, and how people endorsed by the Trust can access this training.

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 Trust and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, the Trust 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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4: RELATIONSHIP AGREEMENTS

13 REVIEW AND AMENDMENT

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



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4: RELATIONSHIP AGREEMENTS

SIGNED for and on behalf of the
Ministry for the Environment by the
Secretary for Environment in the
presence of:

[insert name]

WITNESS

Date

Name:

Occupation:

Address:

SIGNED for and behalf of the Trust in the
presence of:

[insert name]
Chairperson/Deputy Chairperson

WITNESS

Date

Name:

Occupation:

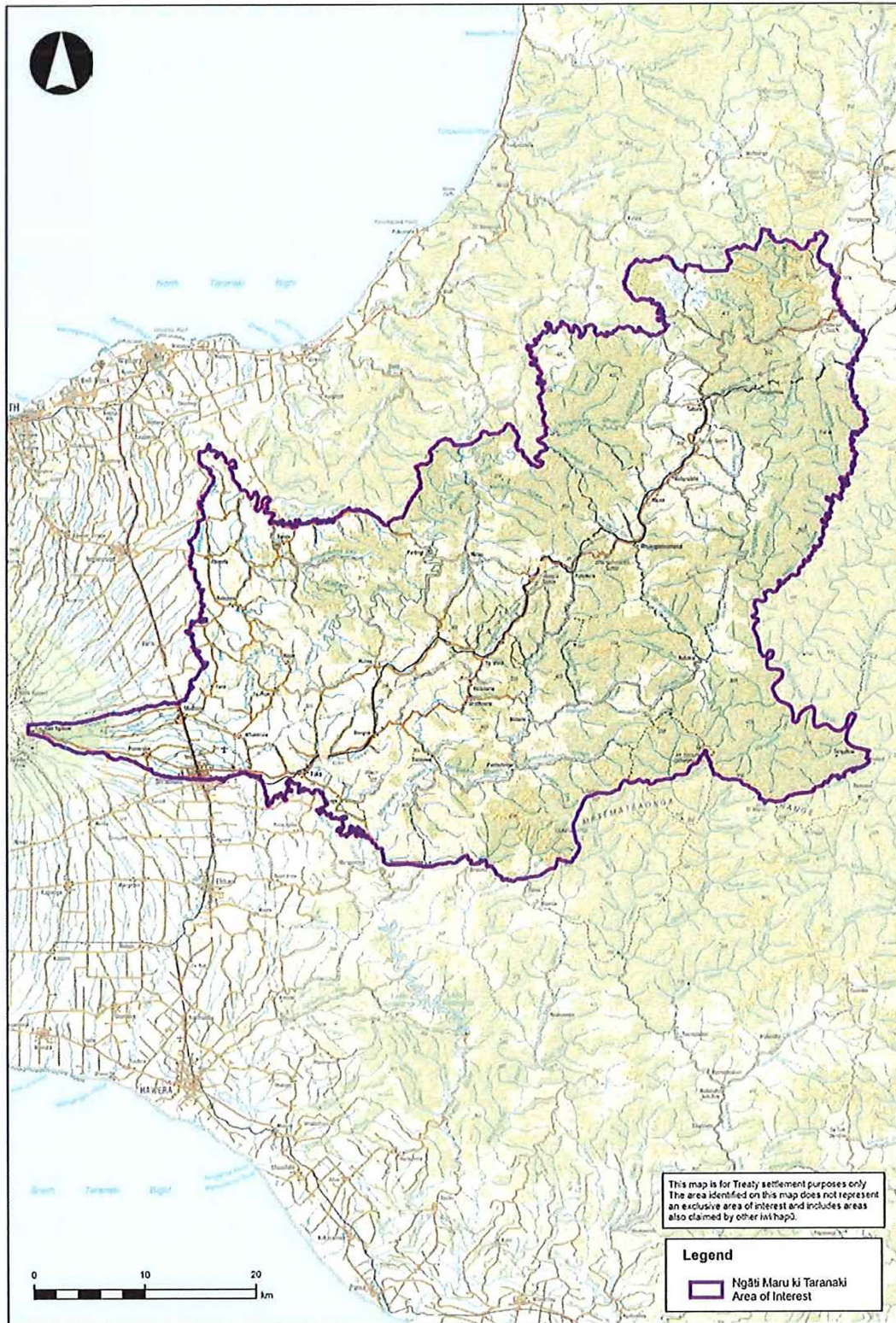
Address:



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Appendix A Ngāti Maru Area of Interest



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**4.5 Relationship Agreement with Ministry of Justice and the
New Zealand Police**



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RELATIONSHIP AGREEMENT

BETWEEN

THE MINISTRY OF JUSTICE, NEW ZEALAND POLICE

AND

NGĀTI MARU

‘Ahakoa haere te Tāhū o te Ture me Ngā Pirimana o Aotearoa ki whea, ka haere hoki a Ngāti Maru – Ahakoa haere a Ngāti Maru ki whea, ka haere hoki te Karauna.’ Nō reira, ko tā Ngāti Maru e whai ana i te mana whakaoranga kei hō tātau ringaringa hei painga mō Ngāti Maru me hōna hapū, whānau me te hāpori.

The Ministry of Justice, New Zealand Police, and Ngāti Maru enter into this relationship in the spirit of the whakaaro that where we go, we go together. This is premised by Ngāti Maru’s aspiration to pursue wellness for Ngāti Maru, its hapū, whānau and communities.

1 PURPOSE

This agreement (the "**Relationship Agreement**") formalises the relationship between the Ministry of Justice, New Zealand Police (referred to as "**Combined Justice Sector Agencies**") and the Trustees of the Te Kāhui Maru Trust: Te Iwi o Maruwharanui (the "**Governance Entity**"). It establishes a framework to enable the parties to develop and maintain a positive and enduring working relationship by ensuring that

- 1.1 an ongoing dialogue is maintained through which the parties are kept aware of each other’s interests; and
- 1.2 opportunities for collaboration are explored when they arise, including collaboration to enhance the well-being of Ngāti Maru.

2 NGĀTI MARU STATEMENT OF VALUES

- 2.1 Te Maru Ora is the Ngāti Maru strategic framework which sets out Ngāti Maru’s values, principles and aspirations. Te Maru Ora is an expression of Ngāti Marutanga and Ngāti Maru’s desire to work proactively and collaboratively for the benefit of current and future generations of Ngāti Maru uri. The framework focusses on the following areas:
 - a) Maru Roto - *Kia matomato te tupu o Ngāti Maru tangata, Ngāti Maru ahurea.* Strengthening Ngāti Maru within. Ngāti Maru are healthy and flourishing physically, spiritually, emotionally and culturally
 - b) Maru Taha - *He whakapūmau i ngā hononga. He tuitui i te whanaungatanga. He taketake Rongo.* Strengthening relationships and building connections

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- c) Maru Muri - *Ko te aro ki ngā kōrero taketake o Ngāti Maru. He whakatau i ngā mahi o nehe kia marire te noho.* Understanding and learning from our history and experience
 - d) Maru Mua - *Ko te whakapikitanga o te ōhanga o Ngāti Maru.* Strengthening Ngāti Maru's future prosperity
 - e) Maru Pae - *Kia tau te tāmōre more nui nō Papa nō Rangī.* Connection to place (our whenua, awa, marae, ngā wāhi tapu)
 - f) Maru Tiketike - *Kia puāwai ai a Ngāti Maru i roto i ōna kawenga katoa.* Reaching for the heavens - innovation and outstanding achievement.
- 2.2 Ngāti Maru seeks to work with the Ministry of Justice and New Zealand Police to assist Ngāti Maru to achieve its strategic goals.

3 RELATIONSHIP PRINCIPLES

- 3.1 The Relationship Agreement between the Combined Justice Sector Agencies 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, not prescribed;
 - d) building opportunities to advance the aspirations of Ngāti Maru;
 - 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; and
 - h) recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.
- 3.2 This Relationship Agreement is intended to further enhance the existing relationships between the Combined Justice Sector Agencies and the Governance Entity. 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.
- 3.3 The commitments of the Combined Justice Sector Agencies under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme and priorities of the Combined Justice Sector Agencies and of the government of the day.

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4: RELATIONSHIP AGREEMENTS

- 3.4 The commitments of the Governance Entity under this Relationship 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 3.3 and 3.4 do not preclude either party from agreeing to explore opportunities beyond those limitations on a no prejudice basis.

4 NGĀTI MARU ASPIRATIONS FOR THE RELATIONSHIP WITH JUSTICE SECTOR AGENCIES

- 4.1 Ngāti Maru seeks to work together with the Combined Justice Sector Agencies to create preventive initiatives and interventions to reduce offending and re-offending and minimise the number of people entering into the justice system.
- 4.2 Ngāti Maru considers that strong and resilient whānau results in strong and resilient hapū and marae, in turn creating strong and resilient iwi and communities. Ngāti Maru's aspiration is to achieve absolute well-being for Ngāti Maru whānau.
- 4.3 A critical aspiration for Ngāti Maru in respect of this Relationship Agreement is to develop a partnership with the Combined Justice Sector Agencies in order to assist with Ngāti Maru's aspiration of achieving absolute well-being for Ngāti Maru whānau.

5 THE COMBINED ROLE OF JUSTICE SECTOR AGENCIES

- 5.1 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 Maru whānau and to make communities within the Taranaki rohe safer and stronger.
- 5.2 The Combined Justice Sector Agencies relationship with Ngāti Maru is not predetermined or limited by existing district and other administrative boundaries of central and local government which cross through Ngāti Maru's geographical area of interest.

6 COMMUNICATION

- 6.1 The Combined Justice Sector Agencies will maintain effective and efficient communication with the Governance Entity on a continuing basis through:
- a) relationship meetings held to advance clause 1.1;
 - b) maintaining information on the Governance Entity's office holders, and their addresses and contact details;
 - c) providing a primary contact at each of the Combined Justice Sector Agencies for the Governance Entity who will act as liaison persons with other staff of the Combined Justice Sector Agencies;
 - d) providing reasonable opportunities for the Governance Entity to meet with relevant staff of the Combined Justice Sector Agencies to discuss and (if possible) resolve any issues that may arise; and

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4: RELATIONSHIP AGREEMENTS

e) informing relevant staff of the Combined Justice Sector Agencies of the contents of this Relationship Agreement and their responsibilities and roles under it.

6.2 The respective agencies will seek to engage with the Governance Entity in good faith where a policy or programme, within the Ministry's responsibilities, will directly impact on Ngāti Maru.

7 RELATIONSHIP MEETINGS

7.1 The parties agree that senior representatives of the Governance Entity and Combined Justice Sector Agencies will participate in relationship meetings, as required.

7.2 Before each relationship meeting held in accordance with clause 7.1, representatives of the Governance Entity and Combined Justice Sector Agencies 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 Maru;
- b) opportunities for collaboration between the Combined Justice Sector Agencies and Ngāti Maru; and
- c) any other matters of mutual interest.

7.3 Each party will meet the costs and expenses of its representatives attending relationship meetings.

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

7.5 Other meetings may be held from time to time between staff of the Combined Justice Sector Agencies and the Governance Entity as mutually agreed.

8 INFORMATION SHARING

8.1 The Combined Justice Sector Agencies and the Governance Entity recognise the mutual benefit of mutual information exchange where possible.

8.2 The Combined Justice Sector Agencies and the Governance Entity will use their best endeavours to share information in relation to, but not limited to, entities that are funded within the Ngāti Maru area of interest and statistics and other data of relevance to Ngāti Maru. Any information that is shared is subject to clause 12.1.

9 WORK PLAN

9.1 As a result of the relationship meetings held in accordance with clause 7, and as part of other relationship meetings held in accordance with clause 6, the parties shall develop a work plan.

9.2 For the period of 24 months following the settlement date the work plan may include projects and topics such as the following:

- a) Graduated Driver license programme
- b) Connecting with local youth to prevent future harm

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- c) Reducing the demand and supply of drugs within the community
- d) Establishing community patrols
- e) Establishing a Iwi/ Community Panel
- f) Any other opportunities to innovate and collaborate as the relationship develops.

10 CONTACTS

- 10.1 The contact persons for each of the Combined Justice Sector Agencies for all matters relating to this Relationship Agreement are:
- a) New Zealand Police: Mere Wilson Tuala-Fata
 - b) Ministry of Justice: Tony Fisher
- 10.2 The contact person for the Governance Entity for all matters relating to this Relationship Agreement is The Chief Executive.
- 10.3 The contact persons named in clauses 10.1 and 10.2 will change over time as the Combined Justice Sector Agencies, Ngāti Maru and their relationships evolve.

11 SPECIAL CONDITIONS

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

12 OFFICIAL INFORMATION

- 12.1 The Combined Justice Sector Agencies are subject to the requirements of the Official Information Act 1982 ("OIA").
- 12.2 The Combined Justice Sector Agencies and their Ministers may be required in accordance with the OIA to disclose information that they hold relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 12.3 The Combined Justice Sector Agencies will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity wishes to make must be provided to the 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.

13 PROBLEM RESOLUTION

- 13.1 If a problem arises in relation to this Relationship Agreement that cannot be resolved by the contact person at clause 10.1 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.

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4: RELATIONSHIP AGREEMENTS

14 REVIEW

- 14.1 The parties may agree to review the operation of this Relationship Agreement from time to time.

15 AMENDMENT

- 15.1 The parties may agree in writing to vary the provisions of this Relationship Agreement.

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4: RELATIONSHIP AGREEMENTS

SIGNED for and on behalf of the Ministry of Justice by the Chief Executive in the presence of:

Andrew Kibblewhite

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of New Zealand Police by the Deputy Commissioner in the presence of:

Wallace Haumaha

WITNESS

Name:

Occupation:

Address:

SIGNED for and on behalf of the Trustees of the Te Kāhui Maru Trust: Te Iwi o Maruwharanui in the presence of:

Holden Brent Hohaia

WITNESS

Name:

Occupation:

Address:



DOCUMENTS

5. ENCUMBRANCES FOR LICENSED LAND

RS

vm

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5: ENCUMBRANCES FOR LICENSED LAND

EASEMENT INSTRUMENT
to grant easement

Section 109, Land Transfer Act 2017

Land registration district

Taranaki

Grantor

Surname(s) must be underlined

[the trustees of the Te Kāhui Maru Trust: Te Iwi o Maruwharanui] [insert names of trustees]

Grantee

Surname(s) must be underlined

Her Majesty the Queen in right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered owner of the burdened land set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

day of

20

Attestation:

<p>_____ Signature of Grantor</p>	<p>Signed in my presence by the Grantor:</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
---------------------------------------	---

AV

VM

DOCUMENTS

5: ENCUMBRANCES FOR LICENSED LAND

<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee:</p> <p>_____</p> <p>Signature of Witness</p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
---	---

I certify that I am aware of the circumstances of the dealing set out in this instrument and do not know of any reason, in fact or in law, why the instrument should not be registered or noted.

Certified by [Practitioner for Grantee] or [Grantee]

LT

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5: ENCUMBRANCES FOR LICENSED LAND

SCHEDULE A

Easement Instrument	Dated:	Page of pages
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Purpose (nature and extent) of easement	Shown (plan reference)	Burdened land (Record of title)	Benefited land (Record of title or in gross)
Right of Way	B on DP 16683	Lot 1 DP 16682	In gross
	The Easement Area	The Grantor's Land	

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

The implied rights and powers are **varied by** the provisions set out in Annexure Schedules 1 and 2.

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

DOCUMENTS

5: ENCUMBRANCES FOR LICENSED LAND

ANNEXURE SCHEDULE 1

Easement Instrument	Dated:	Page of pages
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1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]

"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, employees, contractors, licensees and invitees of the Minister but does not include members of the general public.

1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedules are to the clauses and the Schedules of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

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

DOCUMENTS

5: ENCUMBRANCES FOR LICENSED LAND

Easement Instrument	Dated:	Page of pages
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2 GRANT OF ACCESS RIGHTS

- 2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked B on DP 16683 (the "Easement Area") together with the rights and powers set out in Schedule 5 of the Land Transfer Regulations 2018 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.
- 2.2 The covenants implied by section 297(1) of the Property Law Act 2007 do not apply to this Easement Instrument.
- 2.3 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

- 3.1 The Grantee shall when passing or repassing over the Grantor's Land:
 - 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
 - 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
 - 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
 - 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;

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

DOCUMENTS

5: ENCUMBRANCES FOR LICENSED LAND

Easement Instrument	Dated:	Page of pages
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3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):

- (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and
- (b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.

3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.

3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.

3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.

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

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VA

DOCUMENTS

5: ENCUMBRANCES FOR LICENSED LAND

Easement Instrument	Dated:	Page of pages
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- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
 - 3.7.2 alter the location of the road; or
 - 3.7.3 alter the way in which the run-off from the road is disposed of; or
 - 3.7.4 change the nature of the road surface; or
 - 3.7.5 park or store equipment or material on the Grantor's Land,
- without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.
- 3.9 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove, or otherwise dispose of any forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.
- 3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.
- 3.11 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Easement Instrument.

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



DOCUMENTS

5: ENCUMBRANCES FOR LICENSED LAND

Easement Instrument	Dated:	Page of pages
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3.12 Clauses 3.13 to 3.16 do not limit clause 3.11 and apply to the exercise of rights and compliance with obligations under this Easement Instrument.

3.13 In accordance with section 34 of the Health and Safety at Work Act 2015, the Grantee shall, so far as is reasonably practicable, consult, cooperate with, and coordinate activities with:

3.13.1 the Grantor; and

3.13.2 other persons conducting a business or undertaking (as defined in section 17 of the Health and Safety at Work Act 2015) who are accessing any part of the Grantor's Land

in order to ensure that at all times, each of the parties referred to is complying with its duties under the Health and Safety at Work Act 2015 and promulgated regulations.

3.14 The Grantee shall comply with its duties in respect of the Health and Safety at Work Act 2015 and regulations and shall ensure, so far as is reasonably practicable, its own health and safety and that of its workers and any person who enters on any part of the Grantor's Land at the request of the Grantee.

3.15 The Grantee shall, so far as is reasonably practicable, ensure the safety of other persons is not put at risk from work carried out by the Grantee on the Grantor's Land.

3.16 The Grantee shall comply with any reasonable instructions from the Grantor regarding the elimination or isolation of hazards and risks and/or the health and safety of persons on the Grantor's Land.

4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

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

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5: ENCUMBRANCES FOR LICENSED LAND

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5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

6 LICENCE [this clause will be omitted if there is no crown forestry licence at the time this easement is granted]

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

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

DOCUMENTS

5: ENCUMBRANCES FOR LICENSED LAND

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8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

9 NOTICES

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of Annexure Schedule 2; and

9.1.2 the Grantee's address as set out in paragraph 2 of Annexure Schedule 2.

9.2 Any notice posted shall be deemed to be served three (3) working days after the date of posting.

10 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

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



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5: ENCUMBRANCES FOR LICENSED LAND

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Continuation of "Attestation"

Signed for and on behalf of [insert names of the trustees of the Te Kāhui Maru Trust: Te Iwi o Maruwharanui] as Grantor by:

[Name of Trustee]

[Name of Trustee]

[Name of Trustee]

In the presence of:

Name:
Occupation:
Address:

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



DOCUMENTS

5: ENCUMBRANCES FOR LICENSED LAND

ANNEXURE SCHEDULE 2

Easement Instrument	Dated:	Page of pages
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1 GRANTOR'S ADDRESS:

[Te Kāhui Maru Trust: Te Iwi o Maruwharanui]

[enter address]

2 GRANTEE'S ADDRESS:

Department of Conservation

[enter address]

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

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6. LETTER OF RELATIONSHIP

DOCUMENTS

6: LETTER OF RELATIONSHIP

LINZ letterhead

[date to be confirmed]

Ngāti Maru

[details to be confirmed]

E ngā Rangatira o Ngāti Maru, tēnā koutou

Letter of Relationship

The purpose of this Letter is to define how LINZ and Ngāti Maru intend to develop an enduring relationship.

As we implement our Business with Māori Strategy *He Whariki Maurua*, LINZ is learning more about the value and power of location information in a Māori context, and we are looking to provide land information differently to enable better decision making around natural resources.

LINZ and Ngāti Maru will collaborate on the following matters which have been identified by Ngāti Maru:

- Inaccuracy of land parcel information (e.g. there are a number of urupā where the data is off and needs to be realigned).
- Geospatial information and the opportunity to share information including information in relation to mapping of waterways and coastal regions.
- Training / upskilling iwi members on LINZ work / software.
- Provision of access to the LINZ Crown Property portal.

LINZ and Ngāti Maru acknowledge that this letter is not intended to constitute a contract between the parties or to be enforceable by law. However, the parties are committed to working together in good faith. Resourcing of activities under this letter will be within existing resource limits and align with LINZ's priorities and the Government priorities of the day. LINZ and Ngāti Maru commit to maintain effective communication with one another on any concerns and issues arising from this letter and its implementation. We will, as far as reasonably practicable provide opportunities for meetings of relevant management and staff, and communicate the existence of this relationship to staff, and if appropriate, other agencies and stakeholders of LINZ and Ngāti Maru.

The key contact person in terms of this relationship is Apanui Williams, Manager Business with Māori and he can be contacted on (04) 4956 207 or awilliams@linz.govt.nz

We look forward to working with you.

Nāku noa, nā

Kathy Mansell

Deputy Chief Executive Strategy and Stewardship Sponsor of Business with Māori

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7. LETTERS OF INTRODUCTION

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7: LETTERS OF INTRODUCTION

Hon Grant Robertson
Minister of Finance
Parliament Buildings
WELLINGTON

Hon Damien O'Connor
Minister for Land Information
Parliament Buildings
WELLINGTON

Dear Ministers

Ngāti Maru (Taranaki) deed of settlement: letter of introduction

I am writing to introduce you to Te Kāhui Maru Trust, which is the recognised post settlement governance entity for Ngāti Maru. Te Kāhui Maru Trust will be responsible for administering the commercial and cultural redress for Ngāti Maru.

On [date] the Crown signed the Ngāti Maru deed of settlement. The deed is conditional on the passing of settlement legislation which will give effect to the settlement.

Ngāti Maru have spiritual, cultural, customary and historical interests across a wide area, from Mt Taranaki in the west to the upper Whanganui River in the east [refer attached map].

Relationship with the Overseas Investment Office

In the course of Treaty of Waitangi settlement negotiations, Ngāti Maru have expressed an interest in applications by foreign investors looking to purchase sensitive land in the Ngāti Maru area of interest.

Should you, or your delegates, elect to consult mana whenua on overseas investment applications to purchase land in the Ngāti Maru area of interest, Te Kāhui Maru Trust is the appropriate contact, as the body which represents Ngāti Maru.

I note that Te Kāhui Maru Trust are also free to make a submission on any sensitive asset which may be the subject of an overseas investment application in the future, or any actual application for consent.

For the avoidance of doubt, this letter does not propose an obligation to consult with, or seek information from, Ngāti Maru in addition to any obligations you might otherwise have.

[Contact name] is the [title] of Te Kāhui Maru Trust, and may be contacted at: [contact details].

Nāku noa, nā

Hon Andrew Little
Minister for Treaty of Waitangi Negotiations

cc: First copy-to name (include postal address or email except for other Ministers)
Second copy-to name (include postal address or email except for other Ministers)

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[Te Arawhiti letterhead]

[To Agencies]

[Ministry of Social Development, Ministry of Justice, Ministry of Transport, New Zealand Transport Agency, Kāinga Ora–Homes and Communities, Oranga Tamariki and Taranaki District Health Board]

<Date>

<Name>

«Role»

«Company»

«Address_1»

«Address_2»

«City» «Postcode»

Tēnā koe

Ngāti Maru Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. In a practical sense reciprocity means the strengthening of relationships between the Crown and Māori. I consider it is important to establish effective and durable relationships with Ngāti Maru. This is an issue of great importance for Ngāti Maru and the Crown and for the maintenance of a durable Treaty relationship. In addition, it is a constructive initiative.

Iwi are increasingly using individual Treaty negotiations to set up post-settlement relationships with Crown agencies in order to secure mechanisms which address social, economic and cultural issues with a view to improving outcomes for the members. As a result, the Crown is currently looking at ways to ensure iwi have clarity about how the relationship with the Crown will be managed post-settlement. This work may establish general policy outside, but parallel to the settlement process, which will assist the Crown to explore iwi aspirations.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngāti Maru and relevant government agencies in their core area of interest. A map of the Ngāti Maru rohe or area of interest is attached for your information.

Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the Trust) as the governance entity of Ngāti Maru, to outline the nature of Ngāti Maru interests in the work that

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your department undertakes and to suggest that your department makes contact with Ngāti Maru to foster a co-operative relationship and to confirm areas of mutual interest.

Ngāti Maru are an iwi of Taranaki/ Whanganui whose rohe (area of interest) stretches from Mount Taranaki in the west to the Whanganui River in the east and north to the headwaters of the Waitara River (approximately 220,000 hectares).

As a first step, I would appreciate it if you would make contact with Ngāti Maru through the Trust in order to explore the best ways in which to engage in the future areas of mutual interest and by doing so establish a healthy relationship between the two parties in light of Ngāti Maru social, cultural and economic aspirations.

Contact details are:

Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

If you have any further questions, please contact The Office of Māori Crown Relations – Te Arawhiti, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]

Chief Executive

The Office for Māori Crown Relations – Te Arawhiti

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[Te Arawhiti letterhead]

[To Councils]

[Taranaki Regional Council, New Plymouth District Council, Stratford District Council, South Taranaki District Council, and Ruapehu District Council]

<Date>

<Name>

«Role»

«[Local Authority name]»

«Address_1»

«Address_2»

«City» «Postcode»

Tēnā koe

Ngāti Maru Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. The Deed is conditional on the passing of settlement legislation, which will give effect to the settlement.

Ngāti Maru are an iwi of Taranaki/ Whanganui whose rohe (area of interest) stretches from Mount Taranaki in the west to the Whanganui River in the east and north to the headwaters of the Waitara River (approximately 220,000 hectares).

During the course of negotiations with the Crown, Ngāti Maru sought the opportunity to develop a relationship with the [Local Authority name]. One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. In a practical sense reciprocity means the strengthening of relationships between Local Authorities and Māori.

Subsequently the Crown agreed to write to the [Local Authority name] encouraging a cooperative and ongoing relationship between Ngāti Maru (through their post-settlement governance entity) and relevant Local Authorities in their core area of interest. This is an issue of great importance for Ngāti Maru, and for the maintenance of a durable Treaty relationship. I also consider it is an important issue and I encourage you to establish effective and durable relationships with Ngāti Maru. In addition, it is a constructive initiative.

Ngāti Maru have a range of matters they would like to discuss with you. In particular they are interested in having a greater role in the governance, operational and day to day functions of the Council as well as local resource management issues. Ngāti Maru are also

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looking forward to developing good relationships with all levels of the Council, and especially relevant Local Boards, within their area of interest (see attached map).

In addition to these matters, over the next few months Te Arawhiti - The Office of Māori Crown Relations, Te Kāhui Whakatau (Treaty Settlements) will engage with the Council about the Ngāti Maru redress package and outline issues of relevance to the Council including Council's obligations in relation to [number, if relevant] statutory acknowledgements over significant sites and matters pertaining to the XX Reserve [if relevant].

Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the Trust) as the governance entity of Ngāti Maru, to outline the nature of Ngāti Maru interests in the work that your council undertakes and to suggest that you make contact with Ngāti Maru to foster a co-operative relationship and to confirm areas of mutual interest.

As a first step, I would appreciate it if you would make contact with Ngāti Maru through the Trust in order to explore the best ways in which to engage in the future areas of mutual interest and by doing so establish a healthy relationship between the two parties in light of Ngāti Maru social, cultural and economic aspirations.

Contact details are:

Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

If you have any further questions, please contact Te Arawhiti - The Office of Māori Crown Relations, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti

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[Te Arawhiti letterhead]

[To Ministry of Housing and Urban Development]

<Date>

<Name>

Chief Executive
Ministry of Housing and Urban Development
PO Box 82
Wellington 6140

Tēnā koe

Ngāti Maru Treaty Settlement – Letter of introduction

Ngāti Maru are an iwi of Taranaki/ Whanganui whose rohe (area of interest) stretches from Mount Taranaki in the west to the Whanganui River in the east and north to the headwaters of the Waitara River (approximately 220,000 hectares).

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefits between both parties to te Tiriti o Waitangi. In a practical sense reciprocity means the strengthening of relationships between the Crown and Māori. I consider it is important for the Crown to establish effective and durable relationships with Ngāti Maru. This is an issue of great importance if Ngāti Maru and the Crown are to maintain a durable Treaty relationship. In addition, it is a constructive initiative in that both parties have a lot to offer each other.

Iwi are increasingly using Treaty negotiations to set up post-settlement relationships with Crown agencies in order to address social, economic and cultural issues. The objective, among others, is to improve outcomes for their members. The Crown is also looking at ways to ensure iwi can have confidence the relationship with the Crown will be managed in an enduring way post-settlement. This work may establish general policy outside, but parallel to the settlement process, and involve the Crown and iwi considering ways in which the Crown might assist iwi to realise their aspirations.

In the Ngāti Maru Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngāti Maru and relevant government agencies in their core area of interest. A map of the Ngāti Maru rohe or area of interest is attached for your information.

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Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the Trust) as the governance entity of Ngāti Maru, and to suggest that your Ministry makes contact with Ngāti Maru to foster a co-operative relationship and to confirm areas of mutual interest. Ngāti Maru has expressed a desire to work on matters of housing policy and delivery, and seeks to work collaboratively with the Ministry of Housing and Urban Development on these.

Ngāti Maru aspire to achieve, amongst other things, the environmentally responsible delivery of public and affordable housing, including in co-operation with the government and its agencies.

As a first step, I would appreciate it if you would make contact with Ngāti Maru through the Trust in order to explore the best ways in which to engage in the future areas of mutual interest. The objective would be to establish a healthy relationship between the two parties in light of the Ngāti Maru social, cultural and economic aspirations, including in housing.

Contact details are:

Holden Hohaia
Chairperson
Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

If you have any further questions please contact The Office for Māori Crown Relations – Te Arawhiti, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti

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[Te Arawhiti letterhead]

[To Ministry of Business, Innovation and Employment]

<<Date>

Carolyn Tremain
Chief Executive
Ministry of Business, Innovation and Employment / Hīkina Whakatutuki
PO Box 1473
WELLINGTON 6140

Tēnā koe

Ngāti Maru Treaty Settlement – Letter of introduction

Ngāti Maru are an iwi of Taranaki/ Whanganui whose rohe (area of interest) stretches from Mount Taranaki in the west to the Whanganui River in the east and north to the headwaters of the Waitara River (approximately 220,000 hectares).

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. In a practical sense reciprocity means the strengthening of relationships between the Crown and Māori. I consider it is important to establish effective and durable relationships with Ngāti Maru. This is an issue of great importance for Ngāti Maru and the Crown and for the maintenance of a durable Treaty relationship. In addition, it is a constructive initiative.

Iwi are increasingly using individual Treaty negotiations to set up post-settlement relationships with Crown agencies in order to secure mechanisms which address social, economic and cultural issues with a view to improving outcomes for the members. As a result, the Crown is currently looking at ways to ensure iwi have clarity about how the relationship with the Crown will be managed post-settlement. This work may establish general policy outside, but parallel to the settlement process, which will assist the Crown to explore iwi aspirations.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngāti Maru and relevant government agencies in their core area of interest. A map of the Ngāti Maru rohe or area of interest is attached for your information.

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Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the **Trust**) as the governance entity of Ngāti Maru, and to suggest that your department makes contact with Ngāti Maru to foster a co-operative relationship and to confirm areas of mutual interest. Ngāti Maru would like to work collaboratively with the Ministry of Business, Innovation and Employment in many sectors, including relating to economic and commercial development opportunities, information and available support.

As a first step, I would appreciate it if you would make contact with Ngāti Maru through the Trust, to explore how best to engage in areas of mutual interest and establish a healthy relationship regarding Ngāti Maru social, cultural and economic aspirations.

Contact details are:

Holden Hohaia
Chairperson
Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

If you have any further questions please contact The Office for Māori Crown Relations – Te Arawhiti, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti

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[Te Arawhiti letterhead]

[To Horizons Regional Council]

<Date>

<Name>

Chief Executive
Horizons Regional Council
Private Bag 11025
Manawatu Mail Centre
Palmerston North 4442

Tēnā koe

Ngāti Maru Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims. The Deed is conditional on the passing of settlement legislation, which will give effect to the settlement.

Ngāti Maru are an iwi of Taranaki/ Whanganui whose rohe (area of interest) stretches from Mount Taranaki in the west to the Whanganui River in the east and north to the headwaters of the Waitara River (approximately 220,000 hectares).

Over the next few months Te Arawhiti - The Office of Māori Crown Relations, Te Kāhui Whakatau (Treaty Settlements) will engage with the Council about the Ngāti Maru redress package and outline issues of relevance to the Council including Council's obligations in relation to [number, if relevant] statutory acknowledgements over significant sites and matters pertaining to the XX Reserve [if relevant].

During the course of negotiations with the Crown, Ngāti Maru sought the opportunity to develop a relationship with the Horizons Regional Council. Subsequently the Crown agreed to write to the [Local Authority name] encouraging a cooperative and ongoing relationship between Ngāti Maru (through their post-settlement governance entity) and relevant Local Authorities. Ngāti Maru are looking forward to developing good relationships with all levels of the Council, and especially relevant Local Boards, within their area of interest (see attached map).

Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the Trust) as the governance entity of Ngāti Maru. I would appreciate it if you would make contact with Ngāti Maru, through the Trust, in order to explore the best ways in which to engage in the areas of

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mutual interest, to discuss their social, cultural and economic aspirations, and to establish an effective and durable relationship.

Contact details are:

Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

If you have any further questions, please contact Te Arawhiti - The Office of Māori Crown Relations, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]

Chief Executive

The Office for Māori Crown Relations – Te Arawhiti

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[Te Arawhiti letterhead]

[To Whanganui District Council]

<Date>

<Name>

<Title>

Whanganui District Council

<Address 1>

<Address 2>

<Suburb>

<City> <Postcode>

Tēnā koe

Ngāti Maru Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their claims under the Treaty of Waitangi Act. The final process will be a legislative process to conclude with a statute to enact the Deed.

Ngāti Maru is an iwi of Taranaki/Whanganui whose rohe (claimant area of interest) is bound by Mount Taranaki in the west and the Whanganui River in the east and north, to the headwaters of the Waitara River (approximately 220,000 hectares).

During the course of negotiations with the Crown, Ngāti Maru sought to have included in their Deed of Settlement provisions to develop a positive collaboration with the [Local Authority name] in a mutually appropriate way. Fundamental to this process will be the principle of reciprocity. Thereby Council and Ngati Maru may build community together.

Consequently, the Crown agreed to write to you to declare its support for the parties to engage in strategic relationship development through the post settlement governance entity.

Ngāti Maru has a range of matters they would like to discuss with you. In particular they are interested in consideration of inclusion in the decision-making processes at governance level; and access to responsiveness at the operational level; and, effective consultation in the consents' processes.

In addition to these matters, over the next few months The Office for Māori Crown Relations – Te Arawhiti will engage with the Council to provide advice on the Ngāti Maru redress package and its key issues. The relevance to Council is with respect to the incorporation of the Treaty of Waitangi in the statutory scheme it administers. In particular this may focus on co management

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of reserves relevant to the interests of mana whenua, outstanding natural landscapes, sites of significance and wahi tapu, related to the rules of the District Plan. It is also appropriate that Ngati Maru be engaged in the compilation of the District and Regional iwi narrative to ensure participation and inclusion of valid content in any marketing, economic development strategies, and tourism in which the Council may be engaged.

Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the Trust) as the governance entity of Ngāti Maru, to outline the nature of Ngāti Maru interests in the work that your council undertakes. It would be advisable to make contact with Ngāti Maru to begin the process of positive collaboration and to identify areas of mutual interest.

Please make it a priority to contact Ngāti Maru through the Trust to initiate a journey that will take into account the cultural, social and economic aspirations and expectation of Ngati Maru that will be of mutual benefit to the development of a robust policy direction for Council.

Contact details are:

Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

If you have any further questions please contact The Office for Māori Crown Relations – Te Arawhiti, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]

Chief Executive

The Office for Māori Crown Relations – Te Arawhiti

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[Te Arawhiti letterhead]

[To Transpower New Zealand Limited]

<Date>

<Name>

«Role»

Transpower New Zealand Limited

«Address_1»

«Address_2»

«City» «Postcode»

Tēnā koe

Ngāti Maru Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. In a practical sense reciprocity means the strengthening of relationships between the Crown and Māori. I consider it is important to establish effective and durable relationships with Ngāti Maru. This is an issue of great importance for Ngāti Maru and the Crown and for the maintenance of a durable Treaty relationship. In addition, it is a constructive initiative.

Iwi are increasingly using individual Treaty negotiations to set up post-settlement relationships with various entities in order to secure mechanisms which address social, economic and cultural issues with a view to improving outcomes for the members. As a result, the Crown is currently looking at ways to ensure iwi have clarity about how the relationship with the Crown will be managed post-settlement. This work may establish general policy outside, but parallel to the settlement process, which will assist the Crown to explore iwi aspirations.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngāti Maru and relevant entities in their core area of interest. A map of the Ngāti Maru rohe or area of interest is attached for your information.

Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the Trust) as the governance entity of Ngāti Maru, to outline the nature of Ngāti Maru interests in the work that your entity undertakes and to suggest that Transpower New Zealand Limited makes contact with Ngāti Maru to foster a co-operative relationship and to confirm areas of mutual interest.

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Ngāti Maru are an iwi of Taranaki/ Whanganui whose rohe (area of interest) stretches from Mount Taranaki in the west to the Whanganui River in the east and north to the headwaters of the Waitara River (approximately 220,000 hectares).

As a first step, I would appreciate it if you would make contact with Ngāti Maru through the Trust in order to explore the best ways in which to engage in the future areas of mutual interest and by doing so establish a healthy relationship between the two parties in light of Ngāti Maru social, cultural and economic aspirations.

Contact details are:

Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

If you have any further questions, please contact The Office for Māori Crown Relations – Te Arawhiti, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]
Chief Executive
The Office for Māori Crown Relations – Te Arawhiti

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[Te Arawhiti letterhead]

[To Ngā Taonga Sound & Vision]

<Date>

<Name>

«Role»

Ngā Taonga Sound & Vision

«Address_1»

«Address_2»

«City» «Postcode»

Tēnā koe

Ngāti Maru Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. In a practical sense reciprocity means the strengthening of relationships between the Crown and Māori. I consider it is important to establish effective and durable relationships with Ngāti Maru. This is an issue of great importance for Ngāti Maru and the Crown and for the maintenance of a durable Treaty relationship. In addition, it is a constructive initiative.

Iwi are increasingly using individual Treaty negotiations to set up post-settlement relationships with various entities in order to secure mechanisms which address social, economic and cultural issues with a view to improving outcomes for the members. As a result, the Crown is currently looking at ways to ensure iwi have clarity about how the relationship with the Crown will be managed post-settlement. This work may establish general policy outside, but parallel to the settlement process, which will assist the Crown to explore iwi aspirations.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngāti Maru and relevant entities in their core area of interest. A map of the Ngāti Maru rohe or area of interest is attached for your information.

Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the Trust) as the governance entity of Ngāti Maru, to outline the nature of Ngāti Maru interests in the work that your entity undertakes and to suggest that Ngā Taonga Sound & Vision makes contact with Ngāti Maru to foster a co-operative relationship and to confirm areas of mutual interest.

DOCUMENTS

7: LETTERS OF INTRODUCTION

Ngāti Maru are an iwi of Taranaki/ Whanganui whose rohe (area of interest) stretches from Mount Taranaki in the west to the Whanganui River in the east and north to the headwaters of the Waitara River (approximately 220,000 hectares).

As a first step, I would appreciate it if you would make contact with Ngāti Maru through the Trust in order to explore the best ways in which to engage in the future areas of mutual interest and by doing so establish a healthy relationship between the two parties in light of Ngāti Maru social, cultural and economic aspirations.

Contact details are:

Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

If you have any further questions, please contact The Office for Māori Crown Relations – Te Arawhiti, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]

Chief Executive

The Office for Māori Crown Relations – Te Arawhiti

DOCUMENTS
7: LETTERS OF INTRODUCTION

[Te Arawhiti letterhead]

[To Ministry of Education]

<Date>

<Name>

«Role»

Ministry of Education

«Address_1»

«Address_2»

«City» «Postcode»

Tēnā koe

Ngāti Maru Treaty Settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims.

Reciprocity is a guiding principle of the settlement process. Applied practically, this includes strengthening relationships between the Crown and Māori. In settlement negotiations iwi are increasingly seeking post-settlement relationships with Crown agencies as a means of addressing social, economic and cultural issues, and improving outcomes for their members. Establishing an effective and durable Treaty partnership with Ngāti Maru is an issue of great importance for both Ngāti Maru and the Crown.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngāti Maru and a number of Crown agencies in Ngāti Maru's core area of interest. Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the Trust) as the governance entity of Ngāti Maru, and suggest that your department makes contact with Ngāti Maru to foster a co-operative relationship and to confirm areas of mutual interest.

A map of the Ngāti Maru rohe or area of interest is attached for your information. Ngāti Maru are an iwi of Taranaki/ Whanganui whose rohe (area of interest) stretches from Mount Taranaki in the west to the Whanganui River in the east and north to the headwaters of the Waitara River (approximately 220,000 hectares).

As a first step, I would appreciate it if you would make contact with Ngāti Maru through the Trust in order to explore the best ways in which to engage in areas of mutual interest in light of Ngāti Maru social, cultural and economic aspirations, and, by doing so, to establish a healthy relationship between the two parties.

DOCUMENTS

7: LETTERS OF INTRODUCTION

Contact details are:

Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

If you have any further questions, please contact The Office of Māori Crown Relations – Te Arawhiti, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]

Chief Executive

The Office for Māori Crown Relations – Te Arawhiti

DOCUMENTS
7: LETTERS OF INTRODUCTION

[Te Arawhiti letterhead]

[To KiwiRail Holdings Limited]

<Date>

<Name>

«Role»

KiwiRail Holdings Limited

«Address_1»

«Address_2»

«City» «Postcode»

Tēnā koe

Ngāti Maru Treaty settlement – Letter of introduction

On [date] the Crown signed a Deed of Settlement with Ngāti Maru to settle their historical Te Tiriti o Waitangi/Treaty of Waitangi claims.

One of the principles guiding the settlement process is reciprocity, which involves mutual advantages and benefit. In a practical sense reciprocity means the strengthening of relationships between the Crown and Māori. I consider it is important to establish effective and durable relationships with Ngāti Maru. This is an issue of great importance for Ngāti Maru and the Crown and for the maintenance of a durable Treaty relationship. In addition, it is a constructive initiative.

Iwi are increasingly using individual Treaty negotiations to set up post-settlement relationships with various entities in order to improve social, economic and cultural improving outcomes for their members. As a result, the Crown is currently looking at ways to ensure iwi have clarity about how the relationship with the Crown will be managed post-settlement. This work may establish general policy outside, but parallel to, the settlement process, which will assist the Crown to explore iwi aspirations.

In the Deed of Settlement, the Crown agreed to write letters encouraging co-operative ongoing relationships between Ngāti Maru and relevant entities in their core area of interest. A map of the Ngāti Maru rohe or area of interest is attached for your information.

Accordingly, I am writing to introduce you to the Te Kāhui Maru Trust (the Trust) as the governance entity of Ngāti Maru, to outline the nature of Ngāti Maru interests in the work that your entity undertakes and to suggest that KiwiRail makes contact with Ngāti Maru to foster a co-operative relationship and to confirm areas of mutual interest.

DOCUMENTS

7: LETTERS OF INTRODUCTION

Ngāti Maru are an iwi of Taranaki/ Whanganui whose rohe (area of interest) stretches from Mount Taranaki in the west to the Whanganui River in the east and north to the headwaters of the Waitara River (approximately 220,000 hectares).

As a first step, I would appreciate it if you would make contact with Ngāti Maru through the Trust in order to explore the best ways in which to engage in the future areas of mutual interest and by doing so establish a healthy relationship between the two parties in light of Ngāti Maru social, cultural and economic aspirations.

Contact details are:

Te Kāhui Maru Trust
Office 4, 52-54 Molesworth Street
NEW PLYMOUTH 4310

I note that KiwiRail has agreed that the Ngāti Maru settlement includes a right of first refusal over the Te Wera Quarry and Pohokura Railway Strip properties.

I understand you have also agreed that, if Ngāti Maru acquires Pohokura Farm, a Treaty settlements landbank property managed by Land Information New Zealand (LINZ), either as a deferred selection property or through the exercise of the right of first refusal, then KiwiRail will enter into discussions with Ngāti Maru as to the status of the existing lease assigned to the Crown (and managed by LINZ at the time of writing) over the neighbouring Pohokura Railway Strip.

If you have any further questions, please contact The Office for Māori Crown Relations – Te Arawhiti, Te Kāhui Whakatau (Treaty Settlements) at contactus@tearawhiti.govt.nz or on 04 494 9800.

Nāku noa, nā

[name]

Chief Executive

The Office for Māori Crown Relations – Te Arawhiti

cc. Treaty Settlements Landbank
Land Information New Zealand
PO Box 5501, Wellington 6145
treatysettlementslandbank@linz.govt.nz

DOCUMENTS

8. RIGHT OF FIRST REFUSAL OVER QUOTA

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8: RIGHT OF FIRST REFUSAL OVER QUOTA

DEED GRANTING A RIGHT OF FIRST REFUSAL OVER QUOTA

BETWEEN

TE KĀHUI MARU TRUST: TE IWI O MARUWHARANUI (the Governance Entity).

AND

HER MAJESTY THE QUEEN in right of New Zealand acting by the Minister for Oceans and Fisheries (the Crown).

BACKGROUND

- A. Ngāti Maru and the Crown are parties to a deed of settlement to settle the Historical Claims of Ngāti Maru dated [*date of the Deed of Settlement*] (the **Deed of Settlement**).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide the Governance Entity with a deed in this form granting the Governance Entity a right of first refusal over certain Quota.
- C. The Deed of Settlement has become unconditional and this Deed is entered into:
 - by the Crown in satisfaction of its obligations referred to in clause [XX] of the Deed of Settlement; and
 - by the Governance Entity in satisfaction of its obligations under clause [XX] of the Deed of Settlement.

IT IS AGREED as follows:

1. THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND

- 1.1 This Deed applies only if, during the period of 50 years from the Settlement Date:
 - 1.1.1 the Minister for Oceans and Fisheries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and
 - 1.1.2 the Minister for Oceans and Fisheries nominates that species as an 'applicable species', meaning one to which the Governance Entity wishes to have a right of first refusal (**RFR**); and
 - 1.1.3 the Minister for Oceans and Fisheries sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a **TACC**) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the RFR Area (an **Applicable TACC**).

2. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC

- 2.1 This Deed applies only to Quota (Applicable Quota) that:

DOCUMENTS

8: RIGHT OF FIRST REFUSAL OVER QUOTA

- 2.1.1 relates to an Applicable TACC; and
- 2.1.2 has been allocated to the Crown as either:
 - (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or
 - (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

3. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO THE GOVERNANCE ENTITY

- 3.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) the Governance Entity the right to purchase the Required Minimum Amount or more of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

4. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED

4.1 Where:

- 4.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and
- 4.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[\frac{2}{5} \times \frac{A}{B} \times C \right]$$

4.2 Where:

- 4.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and
- 4.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of } \left[\frac{2}{5} \times \frac{A}{B} \times C \right] \text{ or } \left[\frac{A}{B} \times D \right]$$

4.3 For the purposes of this clause:

“A” is the population of Ngāti Maru living within the Quota Management Area;

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8: RIGHT OF FIRST REFUSAL OVER QUOTA

"B" is the total population of all iwi living within the Quota Management Area;

"C" is the total amount of Quota relating to the relevant Applicable TACC;

"D" is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

"x" is the Required Minimum Amount of Applicable Quota.

5. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA

5.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an **RFR Notice**) to the Governance Entity which offers to sell not less than the Required Minimum Amount of that Applicable Quota to the Governance Entity at the price and on the terms and conditions set out in the RFR Notice.

Crown may withdraw RFR Notice

5.2 The Crown may withdraw an RFR Notice at any time before the Governance Entity accepts the offer in that RFR Notice under clause 6.

Effect of withdrawing RFR Notice

5.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

Crown has no obligation in relation to balance of Applicable Quota

5.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

6. ACCEPTANCE OF RFR NOTICE BY THE GOVERNANCE ENTITY

6.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and the Governance Entity, at the price and on the terms and conditions set out in the RFR Notice, if the Governance Entity accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

6.1.1 by notice in writing to the Crown; and

6.1.2 by the relevant Expiry Date.

7. NON-ACCEPTANCE BY THE GOVERNANCE ENTITY

7.1 If:

7.1.1 the Crown gives the Governance Entity an RFR Notice; and

7.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date,

DOCUMENTS

8: RIGHT OF FIRST REFUSAL OVER QUOTA

the Crown:

- 7.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by the Governance Entity if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to the Governance Entity; but
- 7.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to the Governance Entity of that fact and disclose the terms of that agreement; and
- 7.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two year period after the Expiry Date without first offering to Sell that Applicable Quota to the Governance Entity in an RFR Notice under clause 5.1.

8. RE-OFFER REQUIRED

8.1 If:

- 8.1.1 the Crown gives the Governance Entity an RFR Notice; and
- 8.1.2 the Governance Entity does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and
- 8.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by the Governance Entity for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to the Governance Entity in another RFR Notice under clause 5.1.

9. EFFECT OF THIS DEED

9.1 Nothing in this Deed will require the Crown to:

- 9.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;
- 9.1.2 introduce any of the Applicable Species into the Quota Management System; or
- 9.1.3 offer for sale any Applicable Quota held by the Crown.

DOCUMENTS

8: RIGHT OF FIRST REFUSAL OVER QUOTA

9.2 The Governance Entity acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

9.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

9.3.1 any requirement at common law or under legislation that:

(a) must be complied with before any Applicable Quota is sold to the Governance Entity; or

(b) the Crown must Sell the Applicable Quota to a third party; and

9.3.2 any legal requirement that:

(a) prevents or limits the Crown's ability to Sell the Applicable Quota to the Governance Entity; and

(b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

10. THIS DEED DOES NOT APPLY IN CERTAIN CASES

10.1 Neither clause 3 nor clause 5.1 apply, if the Crown is Selling Applicable Quota to the Governance Entity.

11. TIME LIMITS

11.1 Time is of the essence for the time limits imposed on the Crown and the Governance Entity under this Deed.

11.2 The Crown and the Governance Entity may agree in writing to an extension of a time limit.

12. ENDING OF RIGHT OF FIRST REFUSAL

RFR ends on Sale which complies with this Deed

12.1 The obligations of the Crown set out in this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

RFR ends after 50 years

12.2 The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.

13. NOTICES

13.1 The provisions of this clause apply to Notices under this Deed:

DOCUMENTS

8: RIGHT OF FIRST REFUSAL OVER QUOTA

Notices to be signed

13.1.1 the Party giving a Notice must sign it;

Notice to be in writing

13.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's address or facsimile number;

Addresses for notice

13.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown:

The Solicitor-General
Crown Law Office
Level 3, Justice Centre
19 Aitken Street
(PO Box 5012)
WELLINGTON

Facsimile No: 04 473 3482

Governance Entity:

Te Kāhui Maru Trust: Te Iwi o
Maruwharanui
Office 4
52-54 Molesworth Street
NEW PLYMOUTH 4310

Postal address:

PO Box 202
INGLEWOOD 4347

Email address:

admin@ngatimaru.co.nz

Delivery

13.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by facsimile;

Timing of delivery

13.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or
- (c) sent by facsimile will be treated as having been received on the day of transmission; and

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DOCUMENTS

8: RIGHT OF FIRST REFUSAL OVER QUOTA

Deemed date of delivery

13.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

14. AMENDMENT

14.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, the Governance Entity and the Crown.

15. NO ASSIGNMENT

15.1 The Governance Entity may not assign its rights or obligations under this Deed.

16. DEFINITIONS AND INTERPRETATION

Definitions

16.1 In this Deed, unless the context otherwise requires:

Applicable Quota means Quota of the kind referred to in clause 2;

Applicable Species means a species which the Minister for Oceans and Fisheries nominates as one to which the Governance Entity wishes to have a right of first refusal (RFR), under circumstances set out in clause 1;

Applicable TACC has the meaning given to that term by clause 1.1.3;

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Taranaki;

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

Deed means this Deed giving a right of first refusal over Shellfish Quota;

Deed of Settlement has the meaning given by clause A of the Background to this Deed;

Expiry Date, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by the Governance Entity;

Fisheries Legislation means the Fisheries Act 1983 and the Fisheries Act 1996;

Individual Transferable Quota has the same meaning as in section 2(1) of the Fisheries Act 1996;

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8: RIGHT OF FIRST REFUSAL OVER QUOTA

Minister for Oceans and Fisheries means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

Party means the Governance Entity or the Crown;

Provisional Individual Transferable Quota has the same meaning as under section 2(1) of the Fisheries Act 1996;

Quota means quota under the Fisheries Legislation in relation to an Applicable Species (being a species referred to in clause 1);

Quota Management Area means any area declared by or under the Fisheries Legislation to be a quota management area;

Quota Management System means a quota management system established under Part IV of the Fisheries Act 1996;

Quota Share has the same meaning as in the Fisheries Act 1996;

Required Minimum Amount, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

RFR Notice and **Notice** means a notice under clause 5.1;

Sell means to transfer ownership of Quota for valuable consideration and **Sale** has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

Settlement Date means the date which is 20 Business Days after the Deed of Settlement becomes unconditional;

RFR Area means the area identified in the map included in schedule 1; and

Total Allowable Commercial Catch or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

16.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

Interpretation

16.3 In the interpretation of this Deed, unless the context requires otherwise:

16.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

16.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

16.3.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;

DOCUMENTS

8: RIGHT OF FIRST REFUSAL OVER QUOTA

- 16.3.4 the singular includes the plural and vice versa;
- 16.3.5 words importing one gender include the other genders;
- 16.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 16.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 16.3.8 a reference to a schedule is a schedule to this Deed;
- 16.3.9 a reference to a monetary amount is to New Zealand currency;
- 16.3.10 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 16.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 16.3.12 a reference to a date on which something must be done includes any other date which may be agreed in writing between the Governance Entity and the Crown;
- 16.3.13 where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 16.3.14 a reference to time is to New Zealand time.

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DOCUMENTS

8: RIGHT OF FIRST REFUSAL OVER QUOTA

SIGNED as a Deed on *[Insert date]*

SIGNED by *[Name of trustee]* as a trustee of Te Kāhui Maru Trust: Te Iwi o Maruwharanui, in the presence of:

[Name of trustee]

Signature of Witness:

Name:

Occupation:

Address

SIGNED by *[Name of trustee]* as a trustee of Te Kāhui Maru Trust: Te Iwi o Maruwharanui, in the presence of:

[Name of trustee]

Signature of Witness:

Name:

Occupation:

Address

VM

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DOCUMENTS

8: RIGHT OF FIRST REFUSAL OVER QUOTA

SIGNED by *[Name of trustee]* as a trustee of Te Kāhui Maru Trust: Te Iwi o Maruwharanui, in the presence of:

[Name of trustee]

Signature of Witness:

Name:

Occupation:

Address

SIGNED for and on behalf of
HER MAJESTY THE QUEEN in right of
New Zealand by the Minister for Oceans and
Fisheries, in the presence of:

The Hon *[Name of Minister]*

Signature of Witness:

Name:

Occupation:

Address

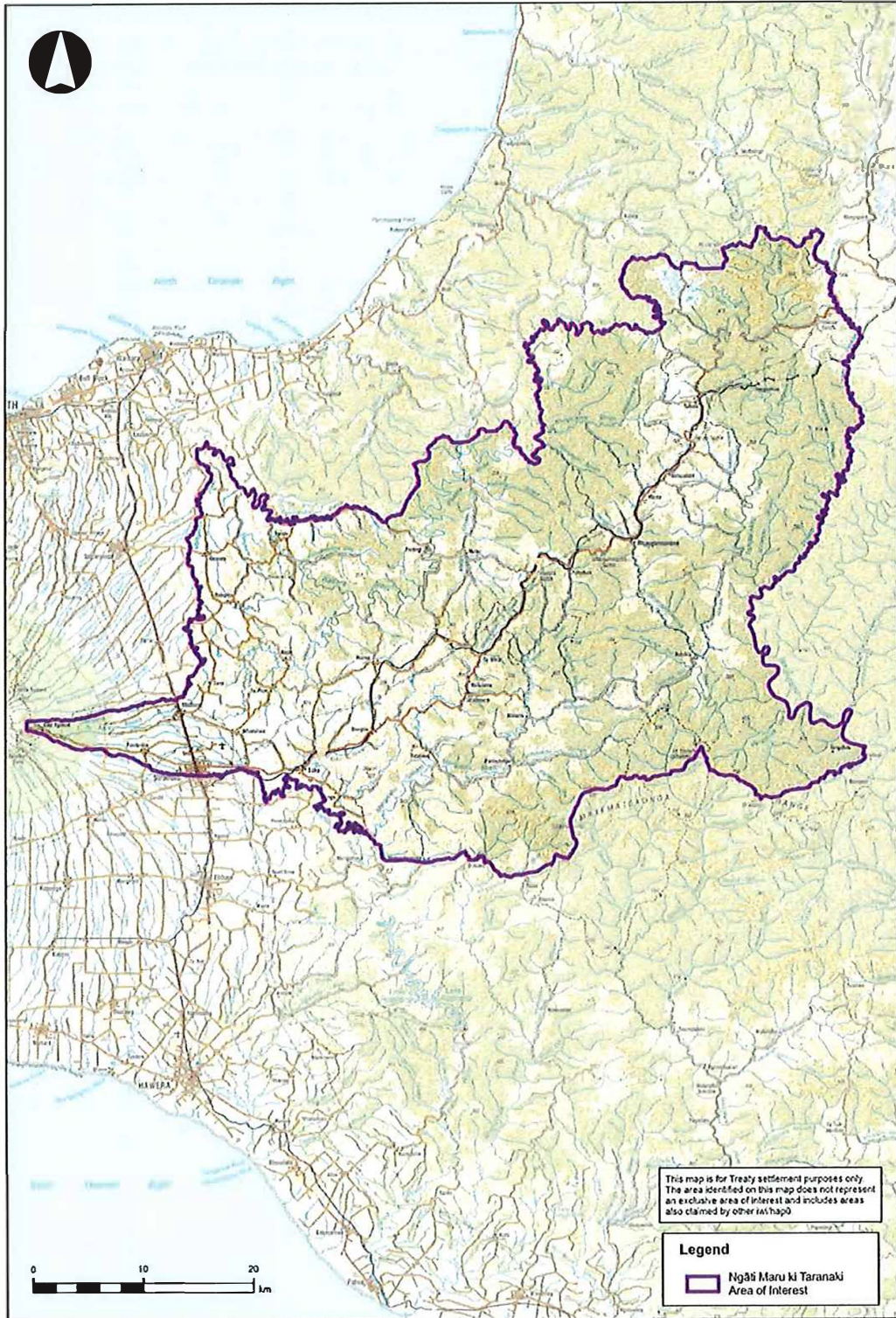
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8: RIGHT OF FIRST REFUSAL OVER QUOTA

SCHEDULE 1 – MAP OF RFR AREA



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DOCUMENTS

9. LEASES

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DOCUMENTS

9: LEASES

9.1 Ministry of Education Lease

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DOCUMENTS

9: LEASES

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)

BARCODE

Land registration district

[]

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

[]	[]	[]
-----	-----	-----

Lessor

[]

Lessee

HER MAJESTY THE QUEEN for education purposes

Estate or Interest

Insert "fee simple"; "leasehold in lease number" etc.

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

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

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

DOCUMENTS

9: LEASES

Form F *continued*

Attestation

Signature of the Lessor	Signed in my presence by the Lessor
<hr/> <p>[]</p>	<hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr/> <p>[]</p>	<hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr/> <p>[]</p>	<hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<hr/> <p>[]</p>	<hr/> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

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

vm

DOCUMENTS

9: LEASES

Form F *continued*

<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</p> <p>[]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p>_____</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>

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

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9: LEASES

Form F *continued*

Signature of the Lessee	Signed in my presence by the Lessee
<p>_____</p> <p>Signed for and on behalf of HER MAJESTY THE QUEEN as Lessee by [] (acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</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.

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9: LEASES

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BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between [*insert name of claimant group*] and the Crown, under which the parties agreed to transfer the Land to [*insert name of post-settlement governance entity*] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

SCHEDULE A

ITEM 1 THE LAND

[*insert full legal description - note that improvements are excluded*].

ITEM 2 START DATE

[*insert start date*].

ITEM 3 ANNUAL RENT

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

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

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

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

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- 5.2 All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

ITEM 6 PERMITTED USE

The Permitted Use referred to in clause 9.

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.

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ITEM 10 CLAUSE 16.5 NOTICE

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

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

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

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

- (i) It has notice of the provisions of clause 16.5 of the Lease; and*
- (ii) It agrees that any Lessee's Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee's property at all times; and*
- (iii) It will not claim any interest in any Lessee's Improvements under the security of its loan during the relevant period no matter how any Lessee's Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and*
- (iv) It agrees that this acknowledgement is irrevocable.*

SCHEDULE

[]

[Form of execution by Lender]

[Date]

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

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ITEM 11 CLAUSE 16.6 NOTICE

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

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

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

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

- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and
- (ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.

SCHEDULE

[]

[Form of execution by Lender]

[Date]

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

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SCHEDULE B

1 Definitions

1.1 The term "Lessor" includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term "Lessee" includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

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

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

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

1.5 "Crown Body" means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and

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

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- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (iii) a State enterprise; and
- (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).

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

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

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

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

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

1.11 "Maintenance" includes repair.

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

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

2 Payment of Annual Rent

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

2.2 The initial Annual Rent payable at the Start Date will be set at 6.25% of the Transfer Value of the Land.

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

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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 6.25% 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 4% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 4% growth per annum of the reset Nominal Value as calculated in clause 3.4.

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

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

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

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

3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written

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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

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the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.

- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

4 Payment of Lessee Outgoings

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

5 Valuation Roll

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

6 Utility Charges

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.

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

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

7 Goods and Services Tax

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

8 Interest

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

9 Permitted Use of Land

The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

10 Designation

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

11 Compliance with Law

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

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

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12 Hazards

- 12.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.
- 12.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

13 Damage or Destruction

13.1 Total Destruction

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

13.2 Partial Destruction

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be.
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
 - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or

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

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(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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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.
- 14.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

15 Easements

- 15.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.
- 15.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.
- 15.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

16 Lessee's Improvements

- 16.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

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

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- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 17 Rubbish Removal**
- The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.
- 18 Signs**
- The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.
- 19 Insurance**
- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

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

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

20 Fencing

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

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

21 Quiet Enjoyment

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

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

22 Assignment

22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

(b) any other party provided that the assignment complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

22.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

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

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23 Subletting

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

24 Occupancy by School Board of Trustees

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

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

24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

25 Lessee Break Option

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

26 Breach

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

27 Notice of Breach

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee

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

DOCUMENTS

9: LEASES

Form F *continued*

Annexure Schedule

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Insert instrument type

Lease Instrument

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.

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

28 Renewal

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

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

29 Right of First Refusal for Lessor's Interest

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

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

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

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Form F *continued*

Annexure Schedule

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Insert instrument type

Lease Instrument

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

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

30 Exclusion of Implied Provisions

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

(a) Clause 11 – Power to inspect premises.

31 Entire Agreement

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

32 Disputes

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

33 Service of Notices

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

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6140

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

[insert contact details]

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

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9: LEASES

Form F *continued*

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Insert instrument type

Lease Instrument

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

34 Registration of Lease

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

35 Costs

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

36 Limitation of Liability

36.1 If any person enters into this lease as trustee of a trust, then that person warrants that:

- (a) that person has power to enter into this lease under the terms of the trust; and
- (b) that person has properly signed this lease in accordance with the terms of the trust; and
- (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
- (d) all of the persons who are trustees of the trust have approved entry into this lease.

36.2 If that person has no right to or interest in any assets of the trust except in that person's capacity as a trustee of the trust, that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount"). If the right of that person to be indemnified from the trust assets has been lost or impaired as a result of fraud or gross negligence that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

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9.2 New Zealand Police Lease

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TE KĀHUI MARU TRUST: TE IWI O MARUWHARANUI

HER MAJESTY THE QUEEN

acting by and through the

MINISTER OF POLICE

MEMORANDUM OF LEASE

Stratford Police Station

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

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MEMORANDUM OF LEASE DATE:

PARTIES:

- (1) **TE KĀHUI MARU TRUST: TE IWI O MARUWHARANUI** (Lessor)
- (2) **HER MAJESTY THE QUEEN** acting by and through the **MINISTER OF POLICE** (Lessee)

THE LESSOR DOES HEREBY LEASE TO THE LESSEE and THE LESSEE DOES TAKE ON LEASE the Land for the term and at the rental set out in the Reference Schedule and subject to the covenants, conditions, agreements and restrictions set out in this Lease which comprises the Schedule of Terms, the Reference Schedule and the Schedule of Land.

IN WITNESS WHEREOF these presents have been executed this _____ day of _____ 20. _____

Signed for and on behalf of _____)
TE KĀHUI MARU TRUST: _____)
TE IWI O MARUWHARANUI _____)
in the presence of: _____)

Signed for and on behalf of _____)
HER MAJESTY THE QUEEN _____)
acting by and through the _____)
MINISTER OF POLICE by _____)
authorised agent of the Commissioner _____)
of New Zealand Police, on behalf of the _____)
Commissioner of New Zealand Police _____)
in the presence of _____)

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

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THE REFERENCE SCHEDULE

ITEM 1: LESSOR PARTICULARS:

Name: TE KĀHUI MARU TRUST: TE IWI O MARUWHARANUI

Address: Office 4, 52-54 Molesworth Street, New Plymouth 4310

Fax:

Telephone:

Contact person: Anaru Marshall

ITEM 2: LESSEE PARTICULARS:

Name: Her Majesty the Queen acting by and through the Minister of Police

Address: New Zealand Police, National Property Office, P O Box 3017, Wellington

Fax: (04) 498 7415

Telephone: (04) 474 9473

Contact person: National Property Manager

ITEM 3: LAND:

0.1432 hectares, more or less, being Section 395 and Section 1072 Town of Stratford, record of title TNH4/20.

ITEM 4: TERM:

Twenty One (21) years

ITEM 5: DATE OF COMMENCEMENT:

(insert)

ITEM 6: FURTHER TERMS:

Perpetual rights of renewal of five (5) years each.

ITEM 7: RENEWAL DATES:

The renewal date is twenty one (21) years from the Commencement Date and thereafter, in accordance with item 6 of this schedule.

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

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ITEM 8: ANNUAL RENT:

\$plus GST

ITEM 9: REVIEW DATES:

5 yearly

ITEM 10: PERMITTED USE:

For any Police/Justice related purpose and any permitted activity under the relevant Regional and District Plans or use permitted under any resource consent held in respect of the Land.

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

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THE SCHEDULE OF TERMS

1 INTERPRETATION

- 1.1 For the purpose of the interpretation or construction of this Lease unless the context provides otherwise:
- 1.1.1 Words importing any gender shall include all other genders.
 - 1.1.2 Words importing the singular shall include the plural and vice versa.
 - 1.1.3 Payments shall be made in the lawful currency of New Zealand.
 - 1.1.4 Headings are for ease of reference only and do not in any way limit or govern the construction of the terms of this Lease.
 - 1.1.5 References to schedules are references to schedules in this Lease and clauses are references to clauses in this Schedule of Terms and references to parties are references to the parties to this Lease and their respective successors and assigns (if permitted in the case of the Lessee under clause 13) unless expressly stated otherwise.
 - 1.1.6 Any reference in this Lease to any statute is deemed to include all amendments, revisions, substitutions or consolidations made from time to time to that statute.
 - 1.1.7 A "person" shall include any individual person, a corporation, a company or other body corporate, an unincorporated body of persons, a public body, firm, partnership, joint venture, association, organisation, trust or a Crown entity as defined in Section 7(1) of the Crown Entities Act 2004 or a State Owned Enterprise in each case whether or not having separate legal personality.
 - 1.1.8 "writing" shall include words visibly represented or reproduced.
 - 1.1.9 No consent or waiver, express or implied, by the Lessor to or of any breach of any covenant, condition, or duty of the Lessee will be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. No waiver of any breach of the Lessee will be implied from the Lessor's failure to exercise the Lessor's rights or any of them in respect of that breach.
 - 1.1.10 Nothing contained in this Lease shall be deemed or construed or constitute any party, a partner, agent or representative of the other party or be deemed to create any trust, commercial partnership or joint venture.
 - 1.1.11 The invalidity of any part or provision of this Lease shall not affect the enforceability of any other part or provision thereof.
 - 1.1.12 The parties acknowledge and agree that certain covenants set out in

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this Lease (in particular provisions relating to the treatment of Lessee's Improvements on termination or sooner determination of this Lease) shall continue beyond determination of this Lease for the benefit of the parties notwithstanding such determination.

- 1.1.13 This Lease shall be construed and take effect in accordance with the laws of New Zealand.
- 1.1.14 Any provision in this Lease to be performed by two or more persons shall bind those persons jointly and severally.
- 1.1.15 Any reference in this Lease to "month" or "monthly" shall mean respectively calendar month and calendar monthly.
- 1.1.16 "Authority" means any Government authority whether national or territorial or any other Government or statutory authority appointed or established by statute in New Zealand having jurisdiction over or in respect of the Land and any Lessee's Improvements.
- 1.1.17 "business days" means any day other than a Saturday or Sunday or statutory or anniversary holiday.
- 1.1.18 "Date of Commencement" means the date specified in Item 5 of the Reference Schedule.
- 1.1.19 "Lessee's Improvements" means all improvements excluding Lessor's Improvements whether constructed or installed on the Land before or at any time during the term of this Lease (including any renewal or variation extending the term of this Lease), including any building, structure or other improvements on or fixed to the Land and any concrete paving, tiles, carpark sealing, mechanical services, plant, machinery, equipment, signage, fixtures and fittings.
- 1.1.20 "The Land" means that land described in the Schedule of Land excluding the Lessee's Improvements.
- 1.1.21 The expression "Lessor" and "Lessee" includes their respective successors and assigns (if permitted in the case of the Lessee under clause 13) and where the context permits the Lessee includes the Lessee's Sublessees and other lawful occupiers of the Land and the Lessee's contractors, agents and invitees (which persons shall be those deemed to be persons under the control of the Lessee).
- 1.1.22 "Lessor's Improvements" means work done or material used on or for the benefit of the Land (whether before or during the term of this Lease including any renewal or variation extending the term of this Lease) in:
- (a) the draining, excavation, filling, or reclamation of the Land, or the making of retaining walls or other works appurtenant to that draining, excavation, filling or reclamation; or
 - (b) the grading or levelling of the Land or the removal of rocks,

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stone, sand, or soil therefrom; or

- (c) the removal or destruction of vegetation, or the effecting of any change in the nature or character of the vegetation; or
- (d) the alteration of soil fertility or of the structure of the soil; or
- (e) the arresting or elimination of erosion or flooding.

1.1.23 "Reference Schedule" means the schedule preceding this Schedule of Terms described as such and forming part of this Lease.

1.1.24 "Regional Plan" and "District Plan" shall have ascribed to them the definitions set out in section 2 of the Resource Management Act 1991 and "Regional and District Plans" shall be construed accordingly and shall extend to include any successor or replacement planning regime imposed by the relevant Authority having jurisdiction in respect thereof.

1.1.25 "Schedule of Land" means the schedule described as such and forming part of this Lease.

1.1.26 "Schedule of Terms" means this schedule described as such and forming part of this Lease.

2 TERM

2.1 The term of this Lease shall commence on the Date of Commencement and shall be for the period specified in Item 4 of the Reference Schedule.

2.2 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 early by providing to the Lessor not less than twelve (12) months' notice in writing to that effect PROVIDED THAT:

- (a) No such notice may be given so as to effect termination of this Lease within the first five (5) years of the initial term or the first two (2) years of any renewed term of this Lease.
- (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 occurred up to the date of termination.

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3 RIGHT OF RENEWAL OF LEASE

- 3.1 If the Lessee has not been in any material breach of this Lease and has given to the Lessor written notice to renew this Lease at least three (3) calendar months before the end of each term then the Lessee shall have the right to obtain in accordance with the provisions hereinafter contained a renewed lease of the Land for the term of years specified in Item 6 of the Reference Schedule computed from the relevant date specified in Item 7 of the Reference Schedule and subject to the same covenants and provisions expressed and implied in this Lease.
- 3.2 If the Lessee fails within the time aforesaid to give any notice under clause 3.1 as to whether it desires a renewed lease and the Lessor at any time after such expired time has given one month's written notice to the Lessee advising the Lessee that it has one further month from the date of such letter to exercise its right of renewal, and the Lessee still fails to advise the Lessor of its desire to renew, then the Lessee shall be deemed to have given notice that a renewed lease is not required. If the Lessee gives notice in writing that it does not desire a renewed lease or there is a deemed notice that a renewal is not required then its right for a renewed lease shall cease on expiry of the one month notice period aforesaid or on the date at which notice is received by the Lessor (as the case may be).
- 3.3 Any notice by the Lessee under clause 3.1 or clause 3.2 of its desire to accept a renewed lease shall be deemed to constitute a contract between the Lessor and the Lessee for the granting and acceptance of a renewed lease at the rent to be determined under clause 5 for the term and subject to the covenants and provisions referred to in clause 3.1.
- 3.4 The term of any renewed lease shall run from the day immediately after the expiry of the prior lease, and the rent thereunder shall accrue from that date instead of the rent reserved in the prior lease, notwithstanding the fact that the renewed lease may not be executed until after that date. Clause 5.11 shall otherwise apply.
- 3.5 The Lessor shall prepare each memorandum of renewal of this Lease and the Lessee will forthwith enter into and execute such memorandum of renewal of lease.

4 RENT

- 4.1 The Lessee shall pay the annual rent specified in Item 8 of the Reference Schedule from the Date of Commencement until the rent is varied under clause 5 at which time the Lessee will pay rent at the varied rate.
- 4.2 Rent shall be paid on the first day of each month by equal monthly payments in advance with broken period payments due on a proportionate basis for any broken period at the Date of Commencement and on expiry of the Lease term.
- 4.3 All rent shall be paid without any deduction or set-off whatsoever by direct automatic bank payment to the Lessor or as the Lessor may otherwise

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direct.

5 RENT REVIEW PROVISIONS

- 5.1 In this clause "Initiating Party" means the party that gives the Notice defined in clause 5.2 and "Recipient" means the party that receives that Notice.
- 5.2 The annual rent may be reviewed by the Lessor or by the Lessee on the dates specified in Item 9 of the Reference Schedule. At any time not earlier than three (3) months prior to the relevant date specified in Item 9 of the Reference Schedule (each of such dates being called the "review date"), either party may give notice in writing to the other ("the Notice") of that party's assessment of the annual rent of the Land to apply from that particular review date.
- 5.3 The annual rent of the Land shall be assessed on the basis of current market rental of the Land as determined as at the review date. In determining the annual rent of the Land the valuers and any umpire shall, in addition to other relevant factors:
- 5.3.1 Disregard:
- (a) any deleterious condition of the Land if such condition results from any breach of this lease by the Lessee;
 - (b) the value of any goodwill attributable to the Lessee's business; and
 - (c) all Lessee's Improvements made to the Land.
- 5.3.2 Have regard to:
- (a) the Lessor's Improvements; and
 - (b) the permitted use under this Lease; and
 - (c) Regional and District Plans.
- 5.4 In the event that the Recipient does not agree with the Initiating Party's assessment of the annual rent of the Land to apply from the particular review date, the Recipient shall notify the Initiating Party in writing ("the Counter Notice") within twenty-one (21) days (in which respect time shall be of the essence) that the Recipient requires such rent to be determined in accordance with clause 5.7 and the Recipient shall set out in the Counter Notice the amount which the Recipient considers to be the annual rent as at the particular review date.
- 5.5 Unless such notice is given by the Recipient within twenty-one (21) days, then the amount stated in the Notice shall become the annual rent of the Land reserved by this Lease as and from the particular review date in substitution of the previous amount payable.
- 5.6 Neither party shall by reason of its failure to give the Notice prior to any review

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date forfeit its right to have the annual rent reviewed as from that particular review date and the reviewed annual rent which should have been paid from that particular review date shall date back to and be payable from that particular review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date and any payment of or receipt for the payment of ground rent due on or after a particular review date shall not prejudice either party's right to demand repayment or payment thereafter of any additional annual rent overpaid or payable pursuant to the provisions of clause 5.10.2.

- 5.7 Where the Counter Notice is given, the Lessor and Lessee shall enter into negotiations to resolve the dispute. Should agreement not be reached within fourteen (14) days (or such longer period as the Lessor and Lessee shall agree upon in writing) after the date on which the Recipient gives the Counter Notice then:
- 5.7.1 the Lessor and Lessee shall, within twenty-one (21) days after the date on which the Recipient gives the Counter Notice, each appoint a valuer to jointly determine the ground rent of the Land. A valuer nominated by either party pursuant to this clause shall be a full registered member of the New Zealand Institute of Valuers and shall be competent to practice as a valuer of ground leases and shall have at least five (5) years' experience in valuing ground leases within the district in which the Land is situated and be active in the market at the time of his or her appointment.
- 5.7.2 if either the Lessor or the Lessee fails to appoint a valuer within twenty-one (21) days as aforesaid, then the determination of the annual rent shall be made by the sole valuer as nominated by either the Lessor or Lessee as the case may be, within one (1) month of the expiry of the twenty-one (21) days as aforesaid and his or her determination shall be final and binding on both parties as if his or her appointment had been by consent.
- 5.7.3 before proceeding with their determination, the said valuers shall agree upon and appoint an umpire (also qualified in the manner referred to in clause 5.7.1) and obtain the umpire's acceptance in writing of his or her appointment and who, as a condition of his or her acceptance, undertakes to hand down his or her determination of the annual rent within one month of being instructed to proceed or such other time period as the Lessor and Lessee may agree, whichever is the latest.
- 5.7.4 if the said valuers within fourteen (14) days of the date of their appointment either fail to appoint an umpire or are unable to agree upon an umpire, then either the Lessor or the Lessee may request the President, for the time being, of the New Zealand Institute of Valuers or any successor to such Institute to appoint an umpire (also qualified in the manner aforesaid) and obtain the umpire's acceptance in writing of his or her appointment and who as a condition of his or her acceptance undertakes to hand down his or her determination of the annual rent in the same manner as if he or she had been appointed pursuant to clause 5.7.1.

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- 5.7.5 subject to clauses 5.7.2, 5.7.3 and 5.7.4 the valuers so nominated shall within one (1) month of the date of appointment jointly determine the annual rent as at that particular review date.
- 5.7.6 in the event that either valuer fails to provide to the other valuer his or her written assessment of the annual rent within one month of the date of appointment, then the annual rent shall be determined by the other valuer and his or her determination shall be final and binding on both parties.
- 5.7.7 if the said valuers are unable to agree upon a determination within one month of their appointment or within such extended time as the Lessor and Lessee may agree, then the annual rent shall be determined by the umpire whose determination shall be final and binding on the parties. The umpire shall without limiting his or her enquiries and conduct of any hearing:
- (a) arrange for a hearing to be conducted without delay;
 - (b) call for evidence in chief to be presented on behalf of each party to be circulated prior to a hearing;
 - (c) allow representation of each party and cross-examination of evidence and any re-examination of evidence at the hearing;
 - (d) have due regard to any evidence submitted by the valuers as to their assessment of the annual rent;
 - (e) take into account any expert witness evidence considered relevant to the hearing;
 - (f) have regard to the legal rules of evidence and the interests of natural justice in the conduct of any hearing as between the parties;
 - (g) give in his or her determination the reasons therefor in writing.
- 5.7.8 the costs incurred in the determination pursuant to clause 5.7 of the annual rent shall be borne by the parties in the following manner:
- (a) subject to clause 5.7.8(b) each party shall be responsible for the cost of its own appointed valuer;
 - (b) where the determination is made by a single valuer pursuant to clause 5.7.2 the cost of his or her determination shall be apportioned equally as between the Lessor and Lessee;
 - (c) the parties shall share equally the costs of the umpire unless any party has acted capriciously or unreasonably in any of the proceedings pursuant to the provisions of this clause 5.7 in which case the umpire may determine the manner in which such

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costs shall be apportioned between the parties PROVIDED THAT in all cases if the annual rent to apply from the review date is:

- (1) equal to or exceeding the annual rent nominated in the notice given by the Lessor (whether the Notice or the Counter Notice) then all costs of the valuers and the umpire (where applicable) shall be borne by the Lessee alone; or
- (2) equal to or less than the annual rent nominated in the notice given by the Lessee (whether the Notice or the Counter Notice) then all costs of valuers and the umpire (where applicable) will be borne by the Lessor alone;
- (3) other than the foregoing then all costs of valuers and the umpire (where applicable) will be borne equally by the Lessor and the Lessee.

- 5.8 The valuers or umpire shall be deemed to be acting as experts and not as arbitrators.
- 5.9 Despite any provision in this clause 5, the annual rent agreed, determined or imposed pursuant to this clause 5 shall be the annual rent payable as from the relevant rent review date or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date.
- 5.10 Where a review pursuant to this clause 5 of the annual rent reserved by this Lease is completed after the review date, then:
- 5.10.1 pending completion of the review, annual rent shall be paid at the rate prevailing immediately prior to the relevant review date; and
 - 5.10.2 on completion of the review, any increased annual rent payable as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be paid by the Lessee to the Lessor no later than the date on which the next instalment of annual rent is payable hereunder; and
 - 5.10.3 on completion of the review, any overpayment of annual rent paid as from the review date, or the date of service of the Notice if such notice is served later than 12 months after the relevant rent review date, shall be held by the Lessor to the Lessee's credit on account of annual rent next falling due for payment unless the Lessee requests the Lessor in writing to refund such payment in which case the Lessor will comply with that request.
- 5.11 If any moratorium or other law Act or regulation that applies to this Lease has the effect of postponing any periodic review of annual rent as at the 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 annual rent to be reviewed then the review that has been postponed shall take place as at the date that such moratorium is lifted or such law, Act or regulation is repealed or amended to the intent that the rent review shall establish the annual rent as at such date

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and not as at the postponed review date but any subsequent rent review shall take place on the next following review date fixed in accordance with clause 5.

- 5.12 Immediately upon the parties agreeing to pay a revised annual rent or on determination under clause 5.7 the Lessee shall enter into an appropriate registrable Memorandum of Variation of Lease recording such revised annual rent prepared by the Lessor.

6 CHARGES

- 6.1 The Lessee will pay all charges incurred by the Lessee for electricity, gas, water or power or other services in respect of the Land and Lessee's Improvements including all connection, disconnection, or other fees payable by the Lessee or the Lessor to other authorities in respect of such services.

7 PAYMENT OF RATES AND IMPOSITIONS

- 7.1 The Lessee will pay all rates, taxes (including without limitation land or improvements tax but excluding any income tax or capital gains tax or such similar tax which is personal to the Lessor which is imposed as a result of any sale or other disposal of the Land or because of income gained by the Lessor from the Land), charges, assessments, impositions and outgoings whatsoever which now are or which during the term or any renewed lease shall be taxed, rated, charged, assessed or imposed on the Land, any Lessee's Improvements or on the Lessor or Lessee in respect thereof by any Authority.
- 7.2 In accordance with section 11(1)(b) of the Local Government (Rating) Act 2002 the lessee will be entered in the rating information database and the district valuation roll (as these terms are defined in the Local Government (Rating) Act 2002) as the ratepayer in respect of the Land.

8 GOODS AND SERVICES TAX

- 8.1 The Lessee shall pay to the Lessor upon demand any taxes paid or payable by the Lessor or accountable by the Lessor pursuant to the provisions of the Goods and Services Tax Act 1985 or any similar tax levied in substitution therefor including all amendments and any enactments in substitution therefor or in addition thereto or otherwise in respect of any payments made by the Lessee under this Lease (including the payment of annual rent) or paid by the Lessor on behalf of the Lessee's obligation to make such payment under this Lease.

9 INTEREST ON OVERDUE RENT OR OTHER MONEYS

- 9.1 Without prejudice to other rights powers and remedies of the Lessor, if any annual rent, goods and services tax or other payment or amount owing by the Lessee to the Lessor whatsoever pursuant to this Lease shall be in arrears and unpaid for fifteen (15) business days after the due day for payment thereof (whether any formal or legal demand therefor shall have been made or not) such unpaid moneys shall bear interest on a daily basis compounded on monthly rests computed from such due date until the date of payment in full of such moneys at a rate being 1 % above the average 90 day

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bank bill buy rate (described as the BID rate) at 10.45am on the date the payment was due as shown on page BKBM (or its successor page) on the Reuters screen or at a rate based on any successor screen or if there is none at a rate equal to the bank overdraft rate of the Lessor's bank at the time of any default and the said interest shall be recoverable in the same manner as rent in arrears.

10 USE OF THE LAND AND LESSEE'S IMPROVEMENTS

- 10.1 The Lessee shall be permitted the right to carry on the business specified in Item 10 of the Reference Schedule.
- 10.2 Should any of the uses of the Land and any Lessee's Improvements be permissible only with the consent or licence of any Authority under or in pursuance of statute or any Regional and District Plans or regulation or other enactment or order of Court the Lessee shall obtain such consent or licence at the sole cost and expense of the Lessee including but not limited to any costs of financial contributions required and the Lessee shall at all times comply with any conditions of such consent, order or authority obtained.
- 10.3 Where the Lessee is lawfully obliged to obtain any licence, resource consent (including any land use consent or discharge permit) or other consents from any Authority such as required under section 348 of the Local Government Act 1974, the Lessor agrees that it and any officer, or employee or agent of the Lessor shall not raise any objection or requisition relating thereto as landowner of the Land where the Lessee is using the Land for any permitted use under this Lease and is not in any material breach or likely to be in any material breach at any time in the future of any terms and conditions of this Lease.
- 10.4 Despite any other provision in this Lease, if at any time during the term of this Lease, the Land cannot be, or can no longer be lawfully used for Police purposes, the Lessee may terminate this Lease on giving reasonable notice to the Lessor.

11 NO FENCING

- 11.1 The Lessor shall be under no liability whatsoever whether under the Fencing Act 1978 or otherwise to contribute towards the cost of erection or repair of any boundary fences between the Land and any land owned or occupied by the Lessor but nothing herein contained shall be deemed to limit any liability imposed by statute upon any present or future lessee of the Lessor of any adjoining land.

12 STATUTORY REQUIREMENTS

- 12.1 The Lessee must comply with all statutes, Regional and District Plans, bylaws and regulations which relate to the Land and Lessee's Improvements or which relate to the Lessee's use of the Land and Lessee's Improvements and with all conditions or requirements which may be given or required by any person having any lawful authority and will in particular but without limitation:

- 12.1.1 ensure that a warrant of fitness is obtained each year in respect of any Lessee's Improvements if required under the Building Act 2004;

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- 12.1.2 comply with and observe at all times the terms and conditions of all resource consents held in respect of the use of the Land and the requirements imposed and otherwise arising under the Resource Management Act 1991; and
 - 12.1.3 ensure that proper and adequate health and safety procedures are adopted in accordance with the Health and Safety at Work Act 2015.
- 12.2 The Lessee shall not, during the term of this Lease:
- 12.2.1 make or enter into or endeavour to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's creditors;
 - 12.2.2 suffer insolvency, bankruptcy or liquidation;
 - 12.2.3 suffer distress or allow execution to issue against the Lessee's property, goods or effects under any judgment against the Lessee in any Court in a sum in excess of twenty five thousand dollars (\$25,000.00) provided however that this subclause 12.2.3 shall have no application or effect whilst Her Majesty the Queen Acting By and Through the Minister of Police is the Lessee hereunder.

13 ASSIGNMENT AND SUBLETTING

- 13.1 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 good cause having regard to the solvency or respectability of the proposed assignee, transferee or sublessee.
- 13.2 Notwithstanding clause 13.1, 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.
- 13.3 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.
- 13.4 This section 13 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.
- 13.5 For the purpose of this section 13, any proposed change in the shareholding of the Lessee or any amalgamation under section 219 of the Companies Act

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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 13.6.

- 13.6 For the purposes of clause 13.1, 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.
- 13.7 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.
- 13.8 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.
- 13.9 Notwithstanding any rule of law to the contrary it is specifically agreed that in the event of an assignment or transfer of this Lease by Her Majesty the Queen ("the Crown"), the following provisions shall apply:
- (a) 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, 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;
 - (b) 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, 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.
- 13.10 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

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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.

14 LESSEE'S ACKNOWLEDGEMENT OF RISK

14.1 The Lessee agrees to occupy and use the Land and any Lessee's Improvements at the Lessee's risk and release to the full extent permitted by law the Lessor its employees and agents from all claims and demands of any kind and from all liability which in the absence of any negligence on its or their part may arise in respect of any accident damage or injury occurring to any person or property in or about the Land and any Lessee's Improvements thereon except where the Lessor or any person under the control of the Lessor is at fault or negligent through their own acts or omissions.

15 QUIET ENJOYMENT/REPUDIATION

15.1 Provided the Lessee performs and observes the covenants, provisions, conditions and agreements contained in this Lease the Lessee shall peaceably hold and enjoy the Land and Lessee's Improvements thereon without hindrance or interruption by the Lessor or by any person or persons claiming under the Lessor until the expiration or sooner determination of this Lease. For the avoidance of doubt, the phrase "person or persons claiming under the Lessor" does not include beneficiaries of any trust of which the Lessor is trustee.

15.2 The Lessor is to compensate the Lessee and the Lessee shall be entitled to recover any damages for any loss or damage suffered by reason of any acts or omissions of the Lessor constituting a repudiation of the Lease or the Lessor's obligations under the Lease. Such entitlement shall subsist notwithstanding any cancellation or early termination of the Lease and shall be in addition to any other right or remedy which the Lessee may have.

16 REGISTRATION

16.1 The Lessor shall register this Lease under the provisions of the Land Transfer Act 2017.

16.2 The Lessee will be responsible for survey and other costs incurred in obtaining registration of this Lease.

17 LESSEE'S IMPROVEMENTS DURING LEASE

17.1 Throughout the term of this Lease and on any renewal any Lessee's Improvements installed or erected on the Land shall be deemed to remain in the ownership of the Lessee unless the Lessor and the Lessee otherwise agree in writing.

17.2 Throughout the term of this Lease and on any renewal the Lessee shall have the right to alter, construct and demolish any Lessee' Improvements on the

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Land without the need to obtain the Lessor's consent providing all obligations required of the Lessee under this Lease relevant to Lessee's Improvements on the Land are satisfied.

17.3 Throughout the term of this Lease and on any renewal the Lessee shall have full and absolute operational control over all Lessee's Improvements on the Land including, but not limited to, the right to vacate all such Lessee's Improvements and leave them vacant at any time during the then current term of the Lease.

18 LESSEE'S IMPROVEMENTS ON TERMINATION OF LEASE

18.1 No later than twelve (12) months prior to the expiry of any term of Lease the Lessee may give notice ("the Lessee's Transfer Notice") to the Lessor specifying any Lessee's Improvements which the Lessee wishes to transfer to the Lessor following expiry of the Lease or renewal. The Lessee's Transfer Notice shall contain details of those Lessee's Improvements, their current market value and the proposed terms of transfer of the Lessee's Improvements.

18.2 The Lessor agrees to consult with the Lessee regarding the Lessee's Improvements specified in the Lessee's Transfer Notice, and to consider any proposal to transfer such Lessee's Improvements. Nevertheless, the Lessee acknowledges that nothing in this clause or in the Lessee's Transfer Notice shall oblige the Lessor to take a transfer of, or to pay any compensation or consideration for, such Lessee's Improvements.

18.3 If no agreement is reached regarding the transfer of Lessee's Improvements pursuant to this clause (before six months prior to the expiry of the Lease, or before the earlier termination of the Lease), the following provisions of this clause 18 shall apply.

18.4 On termination of this Lease (whether by expiry of time or otherwise) except where the Lessee has exercised any rights of renewal, the Lessee may, but shall not be required by the Lessor to, remove any Lessee's Improvements specified in a written notice ("the Lessee's Removal Notice") given to the Lessor in accordance with clause 18.5.

18.5 The Lessee may, but shall not be required by the Lessor to, remove Lessee's Improvements that are clearly identified in the Lessee's Removal Notice which must be given no later than three (3) months prior to the expiry of the term (time being of the essence) or one (1) month after any sooner termination.

18.6 The Lessee must remove all Lessee's Improvements specified in the Lessee's Removal Notice within six (6) months from the date of termination (time being of the essence) and must ensure within that time that all services to any Lessee's Improvements are properly and lawfully disconnected, the Land under any Lessee's Improvements is adequately filled with soil so that the surface of the Land is stable and restored to the Lessor's reasonable satisfaction and such Land is otherwise grassed and left in a neat and tidy condition.

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- 18.7 If the Lessee fails to remove any Lessee's Improvements specified in the Lessee's Removal Notice in accordance with clause 18.6 then the Lessor may remove them and all costs and expenses incurred directly and indirectly shall be recoverable against the Lessee.
- 18.8 Any Lessee's Improvements remaining on the Land after the period referred to in clause 18.6 shall become the property of the Lessor without any compensation or other payment whatsoever to the Lessee.
- 18.9 The Lessee must continue to pay rent and outgoings under this Lease and comply with all other obligations under this Lease until it has met its obligations under clause 18.6.
- 18.10 Whenever resource consent is required to remove or demolish any Lessee's Improvements the Lessee shall use all reasonable endeavours to obtain all necessary consents and shall continue to be obliged to pay rent and outgoings under this Lease until such time that the Lessor is satisfied on reasonable grounds that the Lessee has used all reasonable endeavours to obtain all necessary consents and produced to the Lessor evidence satisfactory to the Lessor to satisfy this requirement.

19 DESTRUCTION AND REDEVELOPMENT

- 19.1 The Lessee shall be entitled to carry out repairs, demolition, relocation, additions, reinstatement or redevelopment to any Lessee's Improvements on the Land in the event of total or partial destruction or in the event of the Lessee wishing to demolish, relocate, redevelop, replace or add to any Lessee's Improvements on the Land provided the following conditions are or will be satisfied:
- 19.1.1 any repair, demolition, relocation, addition, reinstatement or redevelopment shall fully comply with Regional and District Plans and all statutory and regulatory requirements in force at the time; and
- 19.1.2 the Lessee is able to obtain all resource and building consents necessary to carry out any works programme;

and upon satisfaction of such conditions the Lessee shall repair, demolish, relocate, reinstate, rebuild or add to (as the case may be) any Lessee's Improvements or such part of Lessee's Improvements requiring such work in accordance with the conditions set out above.

- 19.2 In the event that the Lessee is prevented or unable to reinstate or rebuild in the event of total or partial destruction it may forthwith terminate this Lease provided that the Lessee demolishes the Lessee's Improvements and clears and restores the Land all in accordance with the requirements of clause 18.6.

20 NOTICES

- 20.1 All notices must be in writing and must be served by one of the following means:

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- 20.1.1 in the case of a notice under sections 245 or 246 of the Property Law Act 2007 in the manner prescribed by section 353 of that Act; and
- 20.2.2 in all other cases, unless otherwise required by sections 352 to 361 of the Property Law Act 2007:
- (a) in the manner authorised by sections 354 to 361 of the Property Law Act 2007; or
 - (b) by personal delivery, or by posting by registered or ordinary mail, or by facsimile transmission.
- 20.2 All notices to be given to the Lessor or to the Lessee hereunder shall be deemed sufficiently served:
- 20.2.1 in the case of personal delivery, when received by the addressee at the address detailed in clause 20.3; and
- 20.2.2 in the case of posting by registered mail, on the third business day following the date of posting to the addressee at the address detailed in clause 20.3; and
- 20.2.3 in the case of facsimile transmission, on the business day following the date of sending to the addressee's facsimile number designated in clause 20.3 provided that the sender produces a confirmation notice that the facsimile has been sent on that day.
- 20.3 Details for Notices:
- Manager Property New Zealand Police
Police National Headquarters
PO Box 3017
Wellington
- Fax: 04 498 7415
- 20.4 A notice shall be valid if given by the duly authorised representative of the party giving the notice. If a notice is not given by the Lessor, it is to be supported by satisfactorily written delegation from the Lessor confirming the appointment of the party giving the notice.

21 DEFAULT BY LESSEE

- 21.1 The Lessor may (in addition to the Lessor's right to apply to the Court for an order for possession) cancel this Lease by re-entering the land at the time or any time thereafter:
- 21.1.1 If the rent shall be in arrear twenty (20) business days after any of the rent payment dates and the Lessee has failed to remedy that breach within ten (10) business days after service on the Lessee of a notice in accordance with section 245 of the Property Law Act 2007;

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21.1.2 In case of breach by the Lessee of any covenant or agreement on the Lessee's part herein expressed or implied (other than the covenant to pay rent) after the Lessee has failed to remedy that breach within the period specified in a notice served on the Lessee in accordance with Section 246 of the Property Law Act 2007;

and the term shall terminate on such cancellation but without prejudice to the rights of either party against the other.

21.2 In the event that the Lease is terminated by the Lessor in accordance with clause 21.1, the Lessee's obligations under clause 18 with respect to Lessee's Improvements must be satisfied.

22 DISPUTE RESOLUTION

22.1 Any dispute or difference which may arise between the parties concerning the interpretation of this Lease or relating to any other matter arising under this Lease will be actively and in good faith negotiated by the parties with a view to a speedy resolution of such differences.

22.2 If the parties cannot resolve a dispute or difference within fifteen (15) business days of any dispute or difference arising then, unless otherwise expressly provided in this Lease, they will without prejudice to any other right, explore whether such dispute or difference can be resolved by agreement between them using informal dispute resolution techniques such as mediation. The rules governing any such technique if adopted will be agreed between the parties or as selected by the organisation known as "LEADR" (Lawyers Engaged in Alternative Dispute Resolution).

22.3 If the parties cannot agree on any dispute resolution technique within a further fifteen (15) business days of any dispute or difference being considered for referral by both parties to any informal dispute resolution technique under clause 22.2 then the dispute or difference shall be settled by reference to arbitration. Except as otherwise expressly provided in this Lease the reference shall be to a single arbitrator if one can be agreed upon, or to two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to their arbitration), such arbitration to be carried out in accordance with the Arbitration Act 1996 or any successor Act.

22.4 The parties will co-operate to ensure the expeditious conduct of any arbitration. In particular, each party will comply with any reasonable time limits sought by the other for settling terms of reference, interlocutory matters and generally all steps preliminary and incidental to the hearing and determination of the proceedings.

23 COSTS

23.1 The parties shall each pay their own solicitors' costs on preparing and finalising this Lease or any renewal or variation of this Lease.

23.2 The Lessee shall be responsible for payment of all registration fees

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including agency charges imposed and all government tax duty or imposts at any time payable on this Lease or any renewal or variation to this Lease.

- 23.3 The Lessee shall pay all costs, charges and expenses for which the Lessor shall become liable in consequence of or in connection with any breach or default by the Lessee in the performance or observation of any of the terms, covenants and conditions of this Lease.

24 LESSOR'S RIGHTS TO INSPECT AND DISPLAY SIGNS

- 24.1 The Lessor will have the right to inspect the Land no more than twice each year during the term or any renewal of this Lease with valuers or other experts and consultants provided such inspections are carried out at times reasonably acceptable to the Lessee on reasonable notice to the Lessee and only when accompanied by a servant or agent of the Lessee. Any such inspections should be carried out in accordance with the Lessee's security and health and safety requirements and the Lessee shall have the right to change any suggested time to a mutually convenient time.

- 24.2 Notwithstanding anything else herein, the parties agree that the Lessee may require any person wishing to enter the Land for inspection purposes to first provide their details to the Lessee for a security check. If the results of such check are not acceptable to the Lessee for any reason then such person may be refused entry to the Land.

- 24.3 If the Lessor desires to, or is required to, undertake any works on the Land, including any repair or maintenance works, that involves the use of contractors or other third parties, the Lessor must procure any contractor or other third party who will have access to the Land to undertake such works to:

24.3.1 complete a security check on terms reasonably acceptable to the Lessee;

24.3.2 provide the Lessee with a copy of the contractor's Health and Safety Plan which shall be subject to the Lessee's reasonable approval prior to any work commencing; and

24.3.3 familiarise themselves with and commit to complying with the Lessee's own Health and Safety Plan in all material respects.

- 24.4 The Lessor will not provide or allow the provision of any information relating to the structure, or access to, the buildings on the Land in any way to any person without first obtaining the written permission of the Lessee.

- 24.5 The Lessee will during the period of three (3) months prior to the termination date of this Lease permit the Lessor to exhibit the Land to prospective lessees or purchasers and allow the Lessor to affix to the Land appropriate sale or letting notices.

25 DISPOSAL OF LESSOR'S INTEREST

- 25.1 The Lessor may dispose of the Lessor's interest in the Land to a fully owned

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9: LEASES

subsidiary of the Lessor and the consent of the Lessee shall not be required except in such circumstances where a different fully owned subsidiary of the Lessor assumes the role and obligations of the Lessor under this Lease, the Lessor shall then be required to notify the Lessee in writing of that change.

25.2 Subject to the provisions of this clause the Lessor may at any time dispose of the Lessor's interest in the Land to a body which is not a fully owned subsidiary of the Lessor provided that:

25.2.1 any such disposal shall preserve to the Lessee all the Lessee's rights and remedies under this Lease; and

25.2.2 for so long as the Lessee is the Crown (as that term is defined in section 2 of the Public Finance Act 1989) or a Crown entity (as that term is defined in section 7(1) of the Crown Entities Act 2004) the following further provisions shall apply:

- (1) The Lessor shall advise the Lessee in writing of the person or corporation to whom the Lessor intends to dispose of its interest in the Land (proposed Assignee).
- (2) If the Lessee has any objection to the proposed Assignee because the Lessee reasonably apprehends in good faith that either:
 - (a) The proposed Assignee presents an actual or potential threat to the discharge by the Lessee of the Lessee's statutory obligations; or
 - (b) The role or function of the Lessee will be prejudiced by the proposed Assignee becoming the Lessor;

then the Lessee shall within five (5) business days of receiving the Lessor's advice pursuant to clause 25.2.2(1) above, notify the Lessor in writing of its objection to the proposed Assignee and shall substantiate its reasonable apprehension to the reasonable satisfaction of the Lessor;

- (3) If the Lessor does not receive written notice from the Lessee pursuant to clause 25.2.2(2)(a) or 25.2.2(2)(b) above together with grounds to substantiate its reasonable apprehension within five (5) business days from the date of its advice to the Lessee, the Lessee shall be deemed to have accepted the proposed Assignee.
- (4) If the Lessee objects to the proposed Assignee in accordance with clause 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessor shall not dispose of its interest to the proposed Assignee.
- (5) If the Lessor fails to advise the Lessee in writing of the disposal of its interest in the Land and the Lessee has objections to the proposed Assignee based on those

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reasons set out in clauses 25.2.2(2)(a) or 25.2.2(2)(b) above, then the Lessee shall be entitled at any time thereafter to terminate this Lease on seven (7) days written notice and the Lessee's obligations under this Lease shall cease from the expiration of such notice.

26 HOLDING OVER

If the Lessor permits the Lessee to remain in occupation of the Land after the expiration or sooner determination of this Lease, such occupation shall be a tenancy at will only terminable by twenty (20) business days written notice at the rent then payable per month for the Land and otherwise on the same covenants and agreements (so far as applicable to a tenancy at will) as herein expressed or implied.

27 EXCLUSION OF IMPLIED PROVISIONS

27.1 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:

27.1.1 clause 10 - Premises unable to be used for particular purpose;

27.1.2 clause 11 - Power to inspect premises.

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9: LEASES

LEASE OF FREEHOLD

Correct for the purposes of the Land
Transfer Act 2017

**TE KĀHUI MARU TRUST:
TE IWĪ O MARUWHARANUI**
Lessor

HER MAJESTY THE QUEEN
acting by and through the
MINISTER OF POLICE
Lessee

Particulars entered in the Register on
the date and at the time recorded

District Land Registrar Assistant of the
Wellington Land Registry

DOCUMENTS

9: LEASES

SCHEDULE OF LAND

0.1432 hectares, more or less, being Section 395 and Section 1072 Town of Stratford,
record of title TNH4/20

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