

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

1 INTRODUCTION

Ngati Porou

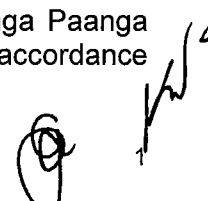
- 1.1 Ngati Porou has cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the Ngati Porou Protocol Area ("the Protocol Area"), and accept a responsibility as kaitieki under tikanga Maori to preserve, protect, and manage natural and historic resources.
- 1.2 Ngati Porou wishes to express the following four principles:
- 1.2.1 Toitu te Mana Atua (Principle 1): Ngati Porou natural and historic resources are cared for, managed, and promoted in a manner that is consistent with Ngati Porou tikanga and will benefit future generations;
 - 1.2.2 Toitu te Mana Whenua (Principle 2): Ngati Porou natural and historic resources are actively cared for, managed, and promoted in a manner that respects their origins and connections to particular Ngati Porou whanau and hapu of Ngati Porou;
 - 1.2.3 Toitu te Mana Tangata (Principle 3): Ngati Porou natural and historic resources are accessed and utilised in a manner which is consistent with the tikanga of Ngati Porou whanau and hapu; and
 - 1.2.4 Toitu te Tiriti o Waitangi (Principle 4): Consistent with the partnership principle underlying te Tiriti o Waitangi/the Treaty of Waitangi, Ngati Porou and the Minister have entered into this protocol in good faith and as equals. Ngati Porou and the Minister acknowledge that they are obliged to give effect to this Protocol and to act in good faith, fairly, reasonably and honourably towards each other.

The Department of Conservation Te Papa Atawhai

- 1.3 The Department of Conservation *Te Papa Atawhai* ("the Department") is the Crown agency responsible for managing and promoting conservation of the natural and historic heritage of New Zealand on behalf of, and for the benefit of, present and future New Zealanders. Conservation Legislation must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.

Deed of Settlement

- 1.4 Under the Deed of Settlement dated 22 December 2010 between Ngati Porou, the Governance Entity and the Crown (the "Deed of Settlement"), the Crown:
- 1.4.1 agreed a strategic partnership in the form of co-authorship of a separate section of the East Coast Bay of Plenty conservation management strategy, to be known as nga Whakahaere Takirua mo nga Paanga Whenua o Ngati Porou ("nga Whakahaere Takirua") for nga Paanga Whenua o Ngati Porou. When this document is operative the Department will administer and manage nga Paanga Whenua o Ngati Porou, and other natural and historic resources in accordance



with nga Whakahaere Takirua as required by s17A(b) of the Conservation Act 1987. Nga Whakahaere Takirua will set the policy and planning framework for management; and

- 1.4.2 agreed that the Minister of Conservation (the "Minister") would issue a Protocol ("the Protocol") setting out the basis upon which the Department will interact with the Governance Entity across the Protocol Area (Attachment A) (the "Protocol Area").

This Protocol


- 1.5 Consistent with the partnership principle underlying te Tiriti o Waitangi/the Treaty of Waitangi, Ngati Porou and the Minister have entered into this Protocol in good faith and as equals. Ngati Porou and the Minister acknowledge that they are obliged to give effect to this Protocol and to act in good faith, fairly, reasonably and honourably towards each other.
- 1.6 This Protocol sets out how Ngati Porou, the Minister, the Director-General, and the Department will work together to develop a positive, collaborative, and enduring relationship in good faith as Treaty partners:
- 1.6.1 in respect of conservation matters within the Protocol Area;
 - 1.6.2 to contribute to the Crown's recognition of the ongoing and enduring mana of Ngati Porou in respect of conservation matters in the Protocol Area; and
 - 1.6.3 to implement nga Whakahaere Takirua and to ensure its effectiveness as a governance tool.

2 NGA WHAKAHAERE TAKIRUA FOR NGA PAANGA WHENUA O NGATI POROU

- 2.1 The Director-General and the Governance Entity will engage within 12 months of the settlement date to plan their joint authorship of nga Whakahaere Takirua.
- 2.2 The process for the notification, consultation with others and approval of nga Whakahaere Takirua is set out in detail in sections 23 to 31 of the Settlement Legislation.
- 2.3 When nga Whakahaere Takirua is operative the Department will report annually on its management of the land, and other natural and historic resources in accordance with nga Whakahaere Takirua.

3 IMPLEMENTATION AND COMMUNICATION

- 3.1 Departmental managers and the Governance Entity will meet within 12 months of the settlement date to discuss the implementation of the Protocol and the implications for the ongoing relationship between the Department and the Governance Entity, unless the parties agree not to meet.
- 3.2 The Department will maintain effective and efficient communication with the Governance Entity on an ongoing basis by:
- 3.2.1 maintaining a record of the Governance Entity's office holders, and their addresses and contact details;



- 3.2.2 discussing with the Governance Entity concerns and issues notified by the Governance Entity about this Protocol;
- 3.2.3 appointing the Area Office Manager as the primary departmental contact for the Governance Entity who will act as a liaison person with other departmental staff and be the point of contact for business planning matters set out in clause 5;
- 3.2.4 arranging annual meetings between the Area Manager and the Conservator and the Governance Entity, at which the Area Manager will:
 - (a) present a synopsis of the Department's work programme as it relates to the Protocol Area and invite feedback; and
 - (b) involve the Governance Entity in business planning in accordance with clause 5.2;
- 3.2.5 providing other reasonable opportunities for the Governance Entity to meet with the Director-General or delegate and other departmental managers and staff from time to time and as matters arise or at the Governance Entity's request;
- 3.2.6 providing an annual report to the Governance Entity as set out in clause 2.3;
- 3.2.7 training relevant staff and briefing Conservation Board and New Zealand Conservation Authority members on the content of the Protocol;
- 3.2.8 where relevant, informing other organisations with whom it works, central government agencies and conservation stakeholders about this Protocol and the Ngati Porou settlement, and provide ongoing information;
- 3.2.9 advising the Governance Entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Ngati Porou within the Protocol Area, and provide copies of such documents to the Governance Entity to study those reports; and
- 3.2.10 inviting the Governance Entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Ngati Porou.

4 MEETINGS

- 4.1 The parties will jointly confirm the meetings and meeting agendas.
- 4.2 The location of meetings will be mutually agreed by the parties. Each party will cover their own costs in relation to any meetings between the parties.

5 BUSINESS PLANNING

- 5.1 The Department's annual business planning process determines the Department's work priorities.
- 5.2 The Department will involve the Governance Entity in business planning relating to the Protocol Area, including by:
 - 5.2.1 providing the Governance Entity with background information that is sufficient to enable it to participate fully in the process, timelines and objectives associated with the Department's business planning process; and



5.2.2 implementing the following process for identifying and/or developing projects:

- (a) the Department and the Governance Entity will use their best endeavours to agree, on an annual basis, projects for the upcoming business year;
- (b) the agreed projects for the upcoming business year will be taken forward by the Department into its business planning process and the Department will consider the agreed projects;
- (c) the decision on which projects will be funded in any business year will be made by the General Manager Operations on the recommendation of the conservator;
- (d) for any project the Department decides to proceed with the Governance Entity and the Department will meet again to finalise a work plan, timetable and funding before implementation of the specific project in that business year, in accordance with the resources which have been allocated in the business plan; and
- (e) if the Department decides not to proceed with any project it will communicate to the Governance Entity the factors that were taken into account in reaching that decision; and

5.2.3 the Department will also approach the Governance Entity with potential departmental projects in the Protocol Area to seek the Governance Entity's views on those projects, and to discuss if the Governance Entity would wish to be involved in or to contribute to those projects.

Vested Lands Subject to the Management Agreement

5.3 Where the Director-General has agreed to provide management services under the Management Agreement for the public conservation lands vested in fee simple in the Governance Entity under the Settlement Legislation to be administered as reserves ("the Vested Lands subject to the Management Agreement"), the work plan for the provision of those services will be dealt with as part of the annual business planning process.

6 MANAGEMENT PLANNING

6.1 As part of the Department's business planning process, the Department will, in conjunction with the Governance Entity, review or create any Conservation Management Plans or Reserve Management Plans, within the Protocol Area.

Reserve Management Plans For Reserve Land

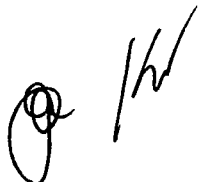
- 6.2 The Governance Entity will prepare a Reserve Management Plan in conjunction with the Department for all of the reserve land vested in the Governance Entity under the Settlement Legislation.

7 VISITOR AND PUBLIC INFORMATION

- 7.1 The Department shares its knowledge about natural and historic heritage with visitors and the general public. This is to increase their enjoyment and understanding of this heritage, and to develop their awareness of the need for its conservation.
- 7.2 In providing public information, interpretation services and facilities for visitors on the land it manages, the Department acknowledges the importance to the Governance Entity of their cultural, traditional and historic values, the principles expressed in clause 1.2, and the association of Ngati Porou with the land and resources the Department administers within the Protocol Area.
- 7.3 The Department will work with the Governance Entity at the Area Office level to encourage respect for Ngati Porou cultural heritage values by:
- 7.3.1 jointly working with the Governance Entity to raise public awareness of positive conservation partnerships between the Governance Entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars;
 - 7.3.2 ensuring that information contained in the Department's publications is accurate and appropriate by:
 - (a) obtaining the consent of the Governance Entity for disclosure of information from it;
 - (b) making decisions jointly with the Governance Entity regarding the use of information about Ngati Porou values for new interpretation panels, signs and visitor publications;
 - (c) correcting information supplied by or about Ngati Porou where requested by the Governance Entity;
 - (d) informing the Governance Entity of the Department's volunteer conservation events and programmes; and
 - (e) providing for participation of Ngati Porou in the Department's volunteer conservation events and programmes where the Governance Entity expresses an interest in participation.

8 SITES OF SIGNIFICANCE

- 8.1 The Department and the Governance Entity will work in partnership to develop a process to jointly protect wahi tapu areas identified by the Governance Entity within the Protocol Area.



- 8.2 The Governance Entity considers that their wahi tapu and other places of cultural heritage significance are taonga, and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.
- 8.3 Where Ngati Porou request, information relating to Ngati Porou sites of significance will be treated in confidence by the Department in order to preserve the wahi tapu nature of places.
- 8.4 In relation to wahi tapu and other places of significance on lands administered by the Department, the Department and the Governance Entity will work in partnership to endeavour to ensure that:
- 8.4.1 sites are protected and are not desecrated or damaged;
 - 8.4.2 sites are recorded where appropriate, to seek to ensure that they are protected;
 - 8.4.3 the Governance Entity is informed if taonga or koiwi are found within the Protocol Area; and
 - 8.4.4 the Department and the Governance Entity will jointly oversee the conservation of sites of significance to Ngati Porou according to Ngati Porou tikanga and professional standards.
- 8.5 The Department and the Governance Entity will use their best endeavours to agree on the processes provided for or envisaged by clauses 8.1 and 8.4.

Cultural Materials

- 8.6 The Minister and/or Director-General shall:
- 8.6.1 work in partnership with the Governance Entity to develop and agree a process to authorise members of Ngati Porou to access and use cultural materials within the Protocol Area when required for cultural purposes, in accordance with the relevant legislation. Where it is consistent with conservation objectives and relevant legislation, multi-site and/or multi-take authorisations may be granted;
 - 8.6.2 agree, where appropriate, for the Governance Entity to have access to cultural materials which become available as a result of departmental operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death or otherwise through natural causes; and
 - 8.6.3 where people who are not Ngati Porou apply for access to materials that are considered cultural materials by Ngati Porou, the Minister and/or Director-General will consult with the Governance Entity and have regard to its views.
- 8.7 The Department will in partnership with the Governance Entity:
- 8.7.1 identify for development areas administered by the Department which may be suitable as sites for revegetation planting of plants suitable for cultural use including establishment of pa harakeke;
 - 8.7.2 assist the Governance Entity to obtain plant material for propagation and provide advice to the Governance Entity in the establishment of its own cultivation areas; and
 - 8.7.3 provide ongoing advice to the Governance Entity for the management of the plants, grown for cultural purposes.

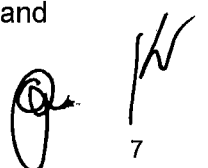
- 8.8 The Department and the Governance Entity shall jointly develop procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.
- 8.9 The Department will waive or reduce any recovery of authorisation costs for collection by Ngati Porou of cultural material.

9 SPECIES MANAGEMENT

- 9.1 One of the Department's primary objectives is to ensure the survival of indigenous species and their genetic diversity. An important part of this work is to prioritise recovery actions in relation to the degree of threat to a species. The Department prioritises recovery actions at both a national and local level.
- 9.2 In recognition of the cultural, spiritual, historical and/or traditional association of the Governance Entity with species found within the Protocol Area for which the Department has responsibility, the Department shall:
- 9.2.1 manage and implement the recovery programme in consultation with the Governance Entity;
 - 9.2.2 where a national recovery programme is being implemented within the Protocol Area, inform the Governance Entity about the programme and provide opportunities for the Governance Entity to participate in that programme;
 - 9.2.3 advise the Governance Entity in advance of, and develop in consultation with the Governance Entity, the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of species within the Protocol Area;
 - 9.2.4 where research and monitoring projects are being carried out by the Department within the Protocol Area, provide the Governance Entity with opportunities to participate in those projects; and
 - 9.2.5 advise the Governance Entity of the receipt of any completed research reports relating to any species within the Protocol Area and provide copies of such reports to the Governance Entity where practicable and where they are not publicly available and subject to legal obligations.

10 NATIONAL PROGRAMMES

- 10.1 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.
- 10.2 When it conducts national programmes the Department shall:
- 10.2.1 inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the Governance Entity to participate in these programmes;
 - 10.2.2 advise the Governance Entity of research and monitoring projects which are being carried out by the Department within the Protocol Area, and provide opportunities for the Governance Entity to participate in that research; and



7

- 10.2.3 advise the Governance Entity of the receipt of any completed research reports relating to any species within the Protocol Area and provide the Governance Entity with copies of those reports.

11 FRESHWATER FISHERIES

- 11.1 The Department's functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located on public conservation land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 11.2 A co-operative approach will be adopted with the Governance Entity in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and jointly developing or contributing to research and monitoring programmes with a particular focus on the Protocol Area.
- 11.3 The Department shall consult with the Governance Entity, and provide for its participation where reasonably practicable in the conservation management (including research and monitoring) of customary freshwater fisheries and freshwater fish habitats.
- 11.4 The Department shall work at an Area Office level to provide for the active participation of the Governance Entity in the conservation management and research of customary freshwater fisheries and freshwater fish habitats by:
- 11.4.1 discussing with the Governance Entity a general approach to be taken with the Department in respect of advocacy, and identifying:
- (a) their respective priorities and issues of mutual concern; and
 - (b) areas for co-operation in advocacy;
- 11.4.2 having regard to the priorities and issues of mutual concern and areas for co-operation identified when the Department makes decisions in respect of advocacy. Such decisions may include those focusing on fish passage, minimum flows, protection and enhancement of riparian vegetation and habitats, water quality improvement and in the restoration, rehabilitation or enhancement of customary freshwater fisheries and their freshwater habitats;
- 11.4.3 making non-confidential information available to the Governance Entity to assist in improving their effectiveness in undertaking advocacy for the conservation of freshwater fisheries;
- 11.4.4 with the Governance Entity jointly developing or contributing to research and monitoring projects that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements with a focus on the Protocol Area;
- 11.4.5 considering the Governance Entity as a possible science provider or collaborator for research projects funded or promoted by the Department;
- 11.4.6 working together to ensure that the relevant staff of the Department is aware of relevant tikanga relating to freshwater fisheries and habitats; and



11.4.7 consulting the Governance Entity when processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.

12 MARGINAL STRIPS

- 12.1 The Department will manage, on an ongoing basis, marginal strips within the Protocol Area under section 24H of the Conservation Act 1987 with the Governance Entity.
- 12.2 The Department will discuss, on an ongoing basis, the potential for the Governance Entity to be appointed to manage marginal strips within the Protocol Area under section 24H of the Conservation Act 1987.
- 12.3 The Department will consult with the Governance Entity where the Department is considering entering into formal or informal arrangements with any third party that relate to the management of marginal strips within the Protocol Area.

13 PEST CONTROL

- 13.1 Preventing, managing and controlling threats to natural, historic and cultural values from terrestrial, aquatic, and animal and weed pests is an integral part of the Department's work. This is done in a way that is sustainable and maximises the value from limited resources available to do this work.
- 13.2 When undertaking pest control programmes in the Protocol Area the Department shall:
- 13.2.1 inform the Governance Entity of pest control activities particularly in relation to the use of poisons;
- 13.2.2 provide the Governance Entity with opportunities to review and assess programmes and outcomes; and
- 13.2.3 where appropriate, co-ordinate its pest control programmes with those of the Governance Entity when the Governance Entity is an adjoining landowner.

14 RESOURCE MANAGEMENT ACT 1991

- 14.1 From time to time, Ngati Porou and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 14.2 From time to time, the Governance Entity and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in Resource Management Act processes.
- 14.3 In carrying out advocacy under the Resource Management Act, the Department shall:
- 14.3.1 discuss with the Governance Entity a general approach to be taken with the Department in respect of advocacy and identify:
- (a) their respective priorities and issues of mutual concern; and
- (b) areas for co-operation in advocacy;
- 14.3.2 have regard to the priorities and issues of mutual concern and areas for co-operation identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and

14.3.3 make non-confidential resource information available to the Governance Entity to assist in improving their effectiveness in resource management advocacy work.

14.4 It is recognised that the concerns of the Department and the Governance Entity in any resource management issue may diverge and also that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

15 CONCESSION APPLICATIONS

15.1 The Department will work with the Governance Entity to identify categories of concessions that will or may impact on the cultural, spiritual or historic values of Ngati Porou.

15.2 In relation to the concession applications within the categories identified by the Department and Governance Entity, the Minister will:

15.2.1 encourage applicants to consult with the Governance Entity in the first instance;

15.2.2 notify the Governance Entity of the timeframes for making decisions;

15.2.3 consult with the Governance Entity with regard to any applications within the Protocol Area. The Department shall provide for consultation with the Governance Entity by:

(a) providing for the Governance Entity to indicate within 2 working days whether an application for a concession has any impacts on Ngati Porou cultural, spiritual and historic values. If no response is received within 2 working days the Department may continue to process the concession application;

(b) providing for the Governance Entity to indicate within 10 working days whether any other application has any impacts on Ngati Porou cultural, spiritual and historic values; and

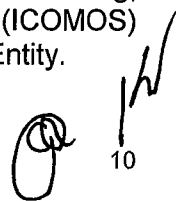
(c) if the Governance Entity indicates that an application under clause 15.2.3(b) has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for a response.

15.2.4 Prior to issuing concessions to carry out activities on land managed by the Department within the Protocol Area, and following consultation with the Governance Entity, the Minister will:

(a) advise the concessionaire of Ngati Porou tikanga and values and encourage communication between the concessionaire and the Governance Entity if appropriate; and

(b) encourage the concessionaire to consult with the Governance Entity before using cultural information of Ngati Porou.

15.2.5 Ensure when granting concessions that give authority for other parties to manage land administered by the Department, that those parties be required to manage the land according to the standards of conservation practice which care for places of cultural heritage value, their structures, materials, and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with the Governance Entity.



16 STATUTORY LAND MANAGEMENT

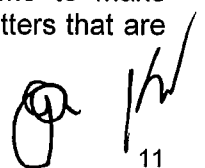
- 16.1 From time to time, the Minister may vest a reserve in a local authority or other appropriate entity; or appoint a local authority to control and manage a reserve. Such vestings or appointments are subject to the test under the Reserves Act 1977 which is 'for the better carrying out of the purposes of the reserve'.
- 16.2 When such an appointment or vesting is contemplated for sites in the Protocol Area, the Department and the Governance Entity will meet to discuss any issues. Before the decision is made, the Department and the Governance Entity shall discuss:
- 16.2.1 the Governance Entity's views on the proposed vesting or appointment; and
 - 16.2.2 whether the Governance Entity wishes to be given such a vesting or appointment subject to agreed conditions.
- 16.3 The Department will consult at an early stage when the Department is considering the classification, or reclassification of a reserve within the Protocol Area.
- 16.4 If the Department is considering entering into a management agreement, other than a vesting or control and management appointment, with any entity in respect of any land within the Protocol Area, it will consult at an early stage with the Governance Entity about the proposed management arrangement and whether the arrangement should be subject to any conditions.

17 PLACE NAMES

- 17.1 Where a name change is proposed for a Protected Crown Area and an application made under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 the parties will agree:
- 17.1.1 whether to support an application by a third party; and
 - 17.1.2 the name to be the subject of the application where either Party is considering making an application.
- 17.2 Where a name change is proposed for an area that is not a Protected Crown Area under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008 the parties will agree on the proposed name.
- 17.3 Agreement for the purposes of clause 17 will not be unreasonably withheld.

18 CONSULTATION

- 18.1 Prior to decisions being made the Department will consult with the Governance Entity. This process will be undertaken as set out in clause 18.2.
- 18.2 The Department will:
- 18.2.1 ensure that the Governance Entity is notified as soon as reasonably practicable following the identification of the proposal or issues to be the subject of the consultation;
 - 18.2.2 provide the Governance Entity with sufficient information and time to make informed comments and/or submissions in relation to any of the matters that are subject of the consultation; and



11

18.2.3 approach the consultation with an open mind and genuinely consider any views and/or concerns that the Governance Entity may have in relation to any of the matters that are subject to the consultation.

18.3 The Department will report back to the Governance Entity on any decision that is made.

19 CONTRACTING FOR SERVICES

19.1 Where appropriate the Department will consider Ngati Porou individuals or entities as providers of professional services, including cultural advice and pest management where those services are necessary to successfully manage conservation resources affecting the Protocol Area.

20 INFORMATION SHARING

20.1 The Governance Entity and the Department recognise the benefit of mutual information exchange. To this end, the Department and the Governance Entity will as far as possible exchange any information that is relevant to the management of the Protocol Area.

20.2 At the meetings between the Governance Entity and the Department, the Department will, where practicable, make available to the Governance Entity all existing information that is held by the Department and subject to legal obligations where that information is requested by the Governance Entity for the purposes of assisting them to exercise their rights under this Protocol or the Management Agreement.

20.3 Where information is requested by the Governance Entity at a meeting and the Department is unable to provide the information at that same meeting:

20.3.1 the Department shall ensure that the information is provided to the Governance Entity within 10 working days of the meeting;

20.3.2 where the Department is unable to provide the information within 10 working days of the meeting, the parties shall agree at the meeting upon an alternative time period for the information to be provided; and

20.3.3 on request by the Governance Entity, the meeting shall be adjourned until the information has been received by the Governance Entity and the Governance Entity has had a reasonable time to consider the information.

21 PROTOCOL REVIEW

21.1 This Protocol is a living document which should be updated and adapted to take account of future developments.

21.2 The parties agree to review this Protocol no later than 12 months from the Settlement Date. Thereafter, the Protocol will be reviewed on a two yearly basis at the annual business planning meeting. Additional reviews may take place at the option of either party in the event of any material changes to the legislation, policies, or circumstances relevant to the Protocol.



22 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 22.1 The Director-General will discuss with the Governance Entity any significant concern and issue raised about Conservation Act 1987.
- 22.2 If the Director-General consults with Maori generally on policy development or any proposed legislative amendment to the Act that impact upon this Protocol, the Director-General shall:
- 22.2.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;
 - 22.2.2 make available to the Governance Entity the information provided to Maori as part of the consultation process referred to in this clause; and
 - 22.2.3 report back to the Governance Entity on the outcome of any such consultation.

23 DEPARTMENTAL STAFF

- 23.1 The Director-General will consult with the Governance Entity regarding vacancies for staff primarily responsible for functions within the Protocol Area including the Area Office Manager. This obligation is subject to privacy and other employment law obligations.

24 CONSERVATION CAPABILITY BUILDING

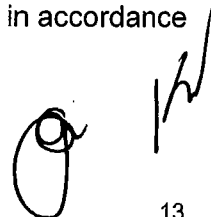
- 24.1 The Department and the Governance Entity will work together to identify opportunities for conservation capacity building for Ngati Porou and DOC staff.
- 24.2 The Department and the Governance Entity will inform each other of any conservation related educational or training opportunities. These could include opportunities for the Department's staff to learn about the Ngati Porou tikanga and matauranga and for members of Ngati Porou to augment their conservation knowledge and skills through being involved in the Department's work programmes and/or training initiatives.
- 24.3 When opportunities for conservation capacity building are available, the Department and the Governance Entity will seek to ensure that the other's staff or members are able to participate.

25 LIMITATIONS

- 25.1 The matters contained in this protocol are subject to statutory obligations and budgetary constraints contained in the Department's business plans.

26 DISPUTE RESOLUTION

- 26.1 The following provisions apply to any dispute between the parties.
- 26.2 The parties acknowledge and agree that they:
- 26.2.1 wish to minimise and promptly settle any dispute which may arise;
 - 26.2.2 must make active efforts in good faith to resolve any such disputes in accordance with clause 26; and

Handwritten signatures of the parties involved in the protocol, located at the bottom right of the page.

26.2.3 will give the other written notice of the dispute including a description of the main issues.

26.3 The following process shall be undertaken once notice is received by the other party to this Protocol:

26.3.1 within 15 working days of being given written notice, the relevant contact person from the Department and the Governance Entity will meet to work in good faith to resolve the issue;

26.3.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 26.3.1, the Director-General and the Chief Executive Officer of Te Runanganui o Ngati Porou will meet to work in good faith to resolve the issue;

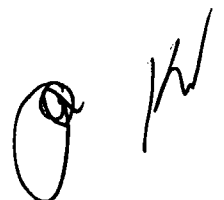
26.3.3 if the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 26.3.1, and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the Chair of the Governance Entity will meet to work in good faith to resolve the issue;

26.3.4 where the dispute has not been resolved within a reasonable period of time in accordance with clause 26.3.2 or, if applicable, clause 26.3.3, then either party may require the dispute to be referred to mediation as follows:

- (a) the party requiring the dispute to be referred to mediation must provide written notice to the other party;
- (b) the parties will seek to agree a mediator or mediators and should the parties fail to reach an agreement within 15 working days of the date of the notice described in clause 26.3.4(a) above, a mediator or mediators will be appointed by the President for the time being of the NZ Law Society. The mediator or mediators will be:
 - (i) familiar with Ngati Porou tikanga;
 - (ii) familiar with tikanga based dispute resolution; and
 - (iii) independent of the dispute;
- (c) the mediator or mediators will not have the power to determine the dispute, but may offer advice of a non-binding nature;

26.3.5 the costs of the mediator or mediators will be met jointly by the parties; and

26.3.6 each party will bear its own costs in every other respect.



27 TERMS OF ISSUE

27.1 This Protocol is:

27.1.1 issued under:

- (a) clause 5.4 of the Deed of Settlement, and
- (b) section 38 of the Settlement Legislation; and

27.1.2 subject to the Deed of Settlement and the Settlement Legislation.

27.2 A summary is attached of the Terms of Issue of this Protocol in the Deed of Settlement and the Settlement Legislation.

28 DEFINITIONS

28.1 In this Protocol:

Concession has the same meaning as in the Conservation Act 1987;

Conservation Document has the meaning given to it by section 10 of the Settlement Legislation;

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

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

Crown means 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;

Cultural materials means plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the Protocol Area and which are important to Ngati Porou in maintaining, restoring, and expressing its cultural values and practices;

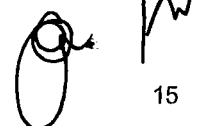
Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Governance Entity has the meaning given to it by the Deed of Settlement;

Kaitieki/Kaitiaki means environmental guardians;

Management Agreement means the management agreement entered into between the Governance Entity and the Director-General under the Deed of Settlement;

Nga Paanga Whenua o Ngati Porou has the meaning given to it by the Deed of Settlement;



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

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

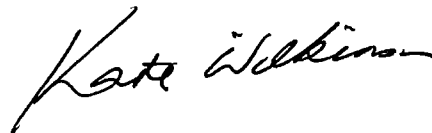
Public conservation lands means the lands administered by the Department of Conservation;

Settlement Legislation means the Ngati Porou Claims Settlement Act 2012;

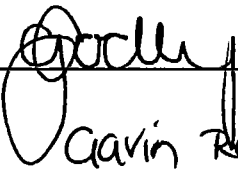
Tikanga Maori refers to Maori traditional customs.

ISSUED on 22 May 2012

SIGNED for and on behalf of THE SOVEREIGN in right of New Zealand by the Minister of Conservation:

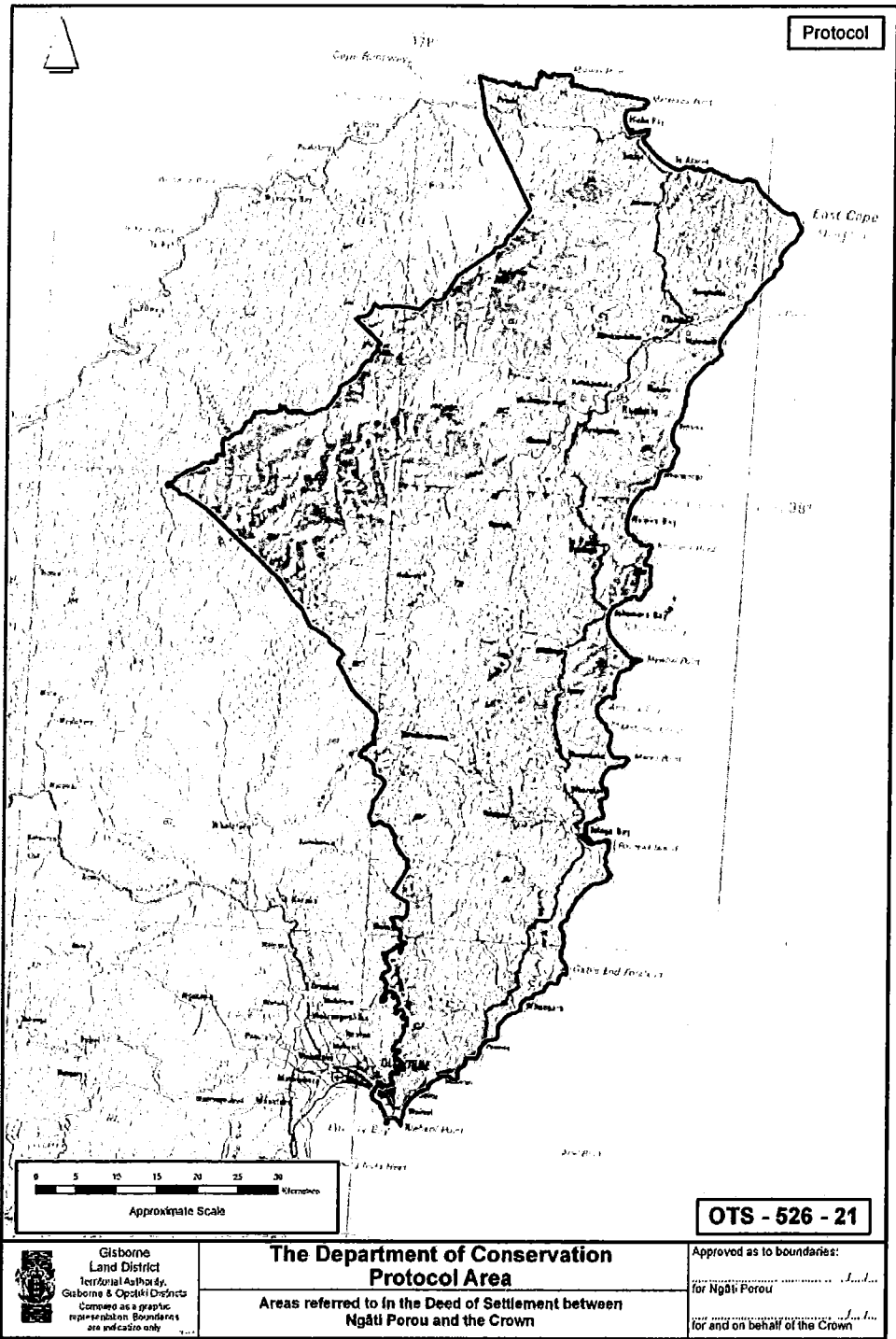


WITNESS:



Name: Gavin Rodley
Occupation: Private Secretary
Address: Wellington

ATTACHMENT A – CONSERVATION PROTOCOL AREA




 Gisborne
 Land District
 Territorial Authority,
 Gisborne & Opotiki Districts
 Compiled as a graphic
 representation. Boundaries
 are indicative only.

The Department of Conservation
Protocol Area
 Areas referred to in the Deed of Settlement between
 Ngāti Porou and the Crown

Approved as to boundaries:
 for Ngāti Porou
 for and on behalf of the Crown

Handwritten initials/signature

ATTACHMENT B – SUMMARY OF TERMS OF ISSUE

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

1. Amendment and cancellation

- 1.1 The Minister may amend or cancel this Protocol, but only after consulting the Governance Entity and having particular regard to its views (section 38).

2. Noting

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

2.1.1 is for the purpose of public notice; and

2.1.2 does not amend the Conservation Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980 (section 41).

3. Limits

- 3.1 This Protocol does not:

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

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a Protocol to, or interacting or consulting with, anyone the Crown considers appropriate including any iwi, hapu, marae, whanau or representatives of tangata whenua (section 39); or

3.1.2 restrict the responsibilities of the Minister or the Department or the legal rights of Ngati Porou (section 39); or

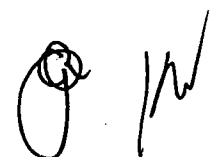
3.1.3 grant, create or provide evidence of an estate or interest in, or rights relating to;

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

(b) flora or fauna managed or administered under the Conservation Legislation (section 41).

4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 40).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 5.7).

Handwritten initials or signature consisting of a stylized 'O' and 'W'.