

**KOROWAI FOR ENHANCED CONSERVATION
RELATIONSHIP AGREEMENT**

This RELATIONSHIP AGREEMENT is made between

THE MINISTER OF CONSERVATION

and

THE DIRECTOR-GENERAL OF CONSERVATION

and

TE HIKU O TE IKA IWI

Background

- 1.1 Te Hiku o Te Ika iwi and the Crown agreed the korowai for enhanced conservation and this redress is reflected in the Te Aupouri deed of settlement dated 28 January 2012, Ngāi Takoto deed of settlement dated 27 October 2012, Te Rarawa deed of settlement dated 28 October 2012 and the Ngāti Kuri deed of settlement dated 7 February 2014.
- 1.2 The purpose of this relationship agreement is to:
 - 1.2.1 provide a basis for the parties to develop and maintain a positive, co-operative and enduring relationship that supports the implementation of the korowai for enhanced conservation; and
 - 1.2.2 provide for a range of matters not otherwise addressed in the korowai for enhanced conservation.
- 1.3 The parties agree that:
 - 1.3.1 the success of the korowai for enhanced conservation is dependent on effective relationships; and
 - 1.3.2 the parties will work together to ensure that their relationships support the korowai for enhanced conservation.

Business and Management Planning

- 1.4 The Department's annual business planning process (informed by such things as the Government's policy directives, the Department's Statement of Intent and Strategic Direction and available funding) determines the Department's conservation work priorities.
- 1.5 The Department and Te Hiku o Te Ika iwi will meet annually at an early stage in the Department's business planning cycle to discuss the following activities, within the korowai area:
 - 1.5.1 planning and budget priorities;
 - 1.5.2 work plans and projects; and
 - 1.5.3 proposed areas of cooperation in conservation projects, and the nature of that cooperation.

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- 1.6 In the course of the annual business planning process, Te Hiku o Te Ika iwi will be able to request specific projects to be undertaken by the Department. Such requests will be taken forward into the business planning process and considered by the Department when it determines its overall priorities.
- 1.7 If a specific project is agreed, the Department and Te Hiku o Te Ika iwi will agree the nature of their collaboration on that project which may include finalising a work plan for the project. If a specific project is not undertaken, the Department will advise Te Hiku o Te Ika iwi of the reasons for this.

Input into specific conservation activities and projects

- 1.8 The Department will endeavour to support Te Hiku o Te Ika iwi to undertake its own conservation-related projects, for instance by identifying other funding sources or by providing technical advice for those projects.

Communication

- 1.9 The Department and Te Hiku o Te Ika iwi will seek to maintain effective and open communication with each other on an ongoing basis including by:
 - 1.9.1 discussing operational issues, as required, at the initiative of either party;
 - 1.9.2 the Department and Te Hiku o Te Ika iwi hosting meetings on an alternating basis; and
 - 1.9.3 sharing of information in an open manner as requested by either party, subject to constraints such as the Official Information Act 1982 or Privacy Act 1993.
- 1.10 As part of ongoing communication, the Department and Te Hiku o Te Ika iwi may agree to review the implementation of the korowai.
- 1.11 The Department and Te Hiku o Te Ika iwi will brief relevant staff and Conservation Board members on the content of the korowai for enhanced conservation.

Concession opportunities

- 1.12 The Department will, if requested by Te Hiku o Te Ika iwi, assist the development of concession proposals involving members of Te Hiku o Te Ika iwi by providing technical advice on the concession process.

Pest Control

- 1.13 Within the first year of the operation of this relationship agreement, the Department and Te Hiku o Te Ika iwi will discuss:
 - 1.13.1 species of pest plant and pest animals of particular concern within the korowai area;
 - 1.13.2 the extent to which those pest species may impact on sites of significance to Te Hiku o Te Ika iwi;
 - 1.13.3 ways in which those pest species may be controlled or eradicated.

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- 1.14 In relation to the species and sites identified, the Department will, as part of its annual business planning processes:
- 1.14.1 facilitate consultation with Te Hiku o Te Ika iwi on proposed pest control activities that it intends to undertake within the korowai area, particularly in relation to the use of poisons;
 - 1.14.2 provide Te Hiku o Te Ika iwi with opportunities to provide feedback on programmes and outcomes; and
 - 1.14.3 seek to coordinate its pest control programmes with those of Te Hiku o Te Ika iwi, particularly where Te Hiku o Te Ika iwi is the adjoining landowner.

Marine mammal strandings

- 1.15 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 1.16 Te Hiku o Te Ika iwi will be advised of marine mammal strandings within the korowai area. A co-operative approach will be adopted with Te Hiku o Te Ika iwi to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform Te Hiku o Te Ika iwi before any decision is made to euthanise a marine mammal or gather scientific information.
- 1.17 The Department acknowledges that individual Te Hiku o Te Ika iwi may wish to enter into a memorandum of understanding (or similar document) with the Department in relation to whale strandings, and if that is the case, the Department will engage in that discussion in a proactive and co-operative manner.

Species/research projects

- 1.18 Te Hiku o Te Ika iwi will identify species of particular significance to Te Hiku o Te Ika iwi and the Department will engage with Te Hiku o Te Ika iwi to discuss opportunities for it to provide input and participate in:
- 1.18.1 developing, implementing and/or amending the application of national species recovery programmes for those species within the korowai area; and
 - 1.18.2 any research and monitoring projects that are, or may be, carried out (or authorised) by the Department for those species within Te Hiku o Te Ika.
- 1.19 For species that have not been identified as being of particular significance to Te Hiku o Te Ika iwi, the Department will keep Te Hiku o Te Ika iwi informed of the national sites and species recovery programmes on which the Department will be actively working within the korowai area.



Freshwater Quality and Fisheries

Freshwater quality

- 1.20 The Department and Te Hiku o Te Ika iwi have a mutual concern to ensure effective riparian management and water quality management in the korowai area and that freshwater bodies are free from contamination. For Te Hiku o Te Ika iwi, the health and wellbeing of rivers within the Hokianga Rangaunu, Herekino, Whangapae, Parengarenga, Houhora and other waterways is of primary importance.
- 1.21 The Department will take all reasonable steps to prevent the pollution of waterways and the wider environment as a result of the Department's management activities (e.g. ensuring provision of toileting facilities).

Freshwater fisheries and habitat

- 1.22 Te Hiku o Te Ika iwi have identified that freshwater habitat and all indigenous freshwater species that were historically or are presently within the korowai area (including fish and other aquatic life), are of high cultural value and to which they have a close association and interest.
- 1.23 The parties to this relationship agreement will identify common issues in the conservation of freshwater fisheries and freshwater habitats. Objectives for freshwater fisheries and habitats will be integrated into the annual business planning process. Actions may include: areas for cooperation in the protection, restoration and enhancement of riparian vegetation and habitats (including marginal strips); and the development or implementation of research and monitoring programmes within Te Hiku o Te Ika.

New Protected Areas

- 1.24 If the Department proposes to establish:
- 1.24.1 new, or to reclassify existing, conservation land; or
- 1.24.2 a marine protected area under the Department's jurisdiction (e.g. a marine reserve or a marine mammal sanctuary);

the Department will notify Te Hiku o Te Ika iwi at an early stage and engage with Te Hiku o Te Ika iwi to ascertain its views on the proposal.

Training and Employment opportunities

- 1.25 The Department and Te Hiku o Te Ika iwi will work together to identify opportunities for conservation capacity building for Te Hiku o Te Ika iwi and Departmental staff.
- 1.26 The Department and Te Hiku o Te Ika iwi will inform each other of any conservation-related educational or training opportunities (such as ranger training courses, short term employment opportunities or secondments). These could include opportunities for the Department's staff to learn about Te Hiku o Te Ika iwi tikanga and matauranga and for members of Te Hiku o Te Ika iwi to augment their conservation knowledge and skills through being involved in the Department's work programmes and/or training initiatives.

- 1.27 When opportunities for conservation capacity building are available, the Department and Te Hiku o Te Ika iwi will seek to ensure that the other's staff or members are able to participate.
- 1.28 The Department will inform Te Hiku o Te Ika iwi when opportunities for full time positions, holiday employment or student research projects arise within the korowai area. Te Hiku o Te Ika iwi may propose candidates for these roles or opportunities.

Visitor and Public Information

- 1.29 The promotion of Te Hiku o Te Ika iwi values will include the following measures:
- 1.29.1 seeking to raise public awareness of positive conservation partnerships developed by Te Hiku o Te Ika iwi, the Department and other stakeholders, for example, by way of publications, presentations and seminars;
 - 1.29.2 consulting with Te Hiku o Te Ika iwi on how Te Hiku o Te Ika iwi tikanga, spiritual and historic values are respected in the provision of visitor facilities, public information and Departmental publications;
 - 1.29.3 taking reasonable steps to respect Te Hiku o Te Ika iwi tikanga spiritual and historic values in the provision of visitor facilities, public information and Departmental publications;
 - 1.29.4 ensuring the appropriate use of information about Te Hiku o Te Ika iwi in the provision of visitor facilities and services, public information and Department publications by:
 - (a) obtaining the consent of Te Hiku o Te Ika iwi prior to disclosure of information obtained in confidence from Te Hiku o Te Ika iwi;
 - (b) consulting with Te Hiku o Te Ika iwi, before the Department uses information relating to Te Hiku o Te Ika iwi values;
 - (c) encouraging Te Hiku o Te Ika iwi participation in the Department's volunteer and conservation events programmes by informing Te Hiku o Te Ika iwi of these programmes; and
 - (d) encouraging any concessionaire proposing to use information provided by or relating to Te Hiku o Te Ika iwi to obtain the agreement (including on any terms and conditions) of Te Hiku o Te Ika iwi.

Resource Management Act 1991

- 1.30 Te Hiku o Te Ika iwi and the Department both have interests in the effects of activities controlled and managed under the Resource Management Act 1991. Areas of common interest include riparian management, effects on freshwater fish habitat, water quality management, and protection of indigenous vegetation and habitats.
- 1.31 Te Hiku o Te Ika iwi and the Department will seek to identify issues of mutual interest and/or concern ahead of each party making submissions in relevant processes.

Review of legislation

- 1.32 The Department undertakes to keep Te Hiku o Te Ika iwi informed of any public reviews of the conservation legislation administered by the Department.
- 1.33 Te Hiku o Te Ika iwi may suggest and submit to the Minister of Conservation proposals for amendments to, or for, the review of conservation legislation.

Contracting for services

- 1.34 Where appropriate, the Department will consider using Te Hiku o Te Ika iwi as a provider of professional services.
- 1.35 Where contracts are to be tendered for conservation management within the korowai area the Department will inform Te Hiku o Te Ika iwi.
- 1.36 The Department will, subject to available resourcing, and if requested by Te Hiku o Te Ika iwi, provide advice on how to achieve the technical requirements to become a provider of professional services.
- 1.37 In accordance with standard administrative practice, wherever Te Hiku o Te Ika iwi individuals or entities are applying to provide services, appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision-making process.

Change of Departmental Place Names

- 1.38 Subject to legislation, the Department will consult with Te Hiku o Te Ika iwi prior to any name changes for reserves or conservation areas within the korowai area being submitted to the New Zealand Geographic Board by the Department.
- 1.39 The Department will consult Te Hiku o Te Ika iwi on any new or amended office (e.g. Area Office) names.

Limits of Relationship Agreement

- 1.40 This relationship agreement does not:
 - 1.40.1 restrict the Crown from exercising its powers or performing its functions and duties in good faith, and in accordance with the law and government policy, including:
 - (a) introducing legislation;
 - (b) changing government policy; or
 - (c) issuing a similar relationship document to, or interacting or consulting with, anyone the Crown considers appropriate including any iwi, hapū, marae, whānau or representatives of tangata whenua;
 - 1.40.2 restrict the responsibilities of the Minister or Department or the legal rights of Te Hiku o Te Ika iwi; or
 - 1.40.3 grant, create or provide evidence of an estate or interest in or rights relating to:
 - (a) land held, managed or administered under conservation legislation; or

- (b) flora or fauna managed or administered under conservation legislation.

Breach

- 1.41 A breach of this relationship agreement is not a breach of the deed of settlement.

Definitions

- 1.42 In this part, unless the context requires otherwise:

- 1.42.1 **area of interest** means the area identified as the area of interest in the Schedule 1;
- 1.42.2 **conservation legislation** means the Conservation Act 1987 and the statutes in the First Schedule of that Act;
- 1.42.3 **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;
- 1.42.4 **korowai** has the meaning given to it in clauses 7.9 of the Te Aupouri deed of settlement, 6.9 of the Ngāi Takoto deed of settlement, 7.9 of the Te Rarawa deed of settlement, 6.9 of the Ngāti Kuri deed of settlement and korowai for enhanced conservation has the same meaning;
- 1.42.5 **korowai area** means, unless otherwise provided for or otherwise required by the context:
- (a) the land administered by the Department of Conservation under the conservation legislation as shown on the plan set out in Appendix Three of the Deeds of Settlement;
 - (b) an increased area of land to that area set out in Appendix Three if agreed by the Crown, Te Hiku o Te Ika iwi and relevant neighbouring iwi;
 - (c) where the conservation legislation applies to land or resources not covered by clauses 1.42.5(a) or (b) (as the case may be), that land or those resources but only for the purposes of the korowai redress; and
 - (d) to avoid doubt, clause 1.42.5(c) applies to the marine and coastal area adjacent to the area referred to in clauses 1.42.5(a) or (b) (as the case may be) but only for the purposes of the korowai redress;
- 1.42.6 **Te Aupouri deed of settlement** means the deed of settlement entered into between the Crown, Te Aupouri and the Te Aupouri governance entity dated 28 January 2012;
- 1.42.7 **Ngāi Takoto deed of settlement** means the deed of settlement entered into between the Crown, Ngai Takoto and the Ngāi Takoto governance entity dated 27 October 2012;

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1.42.8 **Te Rarawa deed of settlement** means the deed of settlement entered into between the Crown, Te Rarawa and the Te Rarawa governance entity dated 28 October 2012;

1.42.9 **Ngāti Kuri deed of settlement** means the deed of settlement entered into between the Crown, Ngāti Kuri and the Ngāti Kuri governance entity dated 7 February 2014; and

1.42.10 **Te Hiku o Te Ika iwi** means, subject to necessary modification as the context requires, each of the following iwi (or the post-settlement governance entity for each iwi where appropriate):

- (i) Te Aupouri;
- (ii) Ngāi Takoto;
- (iii) Te Rarawa;
- (iv) Ngāti Kuri; and
- (v) Ngāti Kahu.

SIGNED by the Minister of Conservation)
in the presence of:


Honourable Maggie Barry ONZM
Minister of Conservation



Signature of Witness

Sally Guinness

Witness Name

Senior Private Secretary

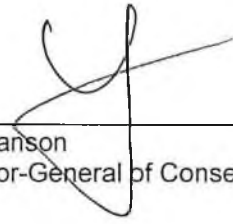
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11 St Mary St, Wellington

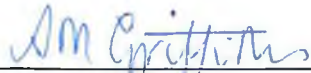
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SIGNED by the Director-General
of Conservation in the presence of:



Lou Sanson
Director-General of Conservation



Signature of Witness

SANDRA GRIFFITHS

Witness Name

EA

Occupation

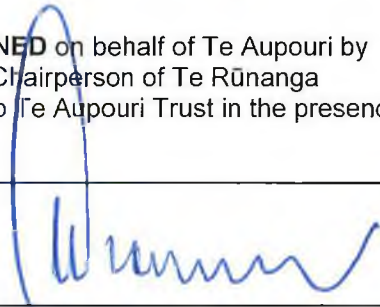
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SIGNED on behalf of Te Aupouri by
the Chairperson of Te Rūnanga
Nui o Te Aupouri Trust in the presence of:



Richard George Witana
Chair, Te Rūnanga Nui o Te Aupouri Trust



Signature of Witness

Wayne Michael Coutts

Registered Legal Executive

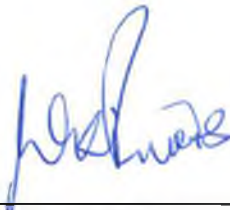
Thomson Wilson Solicitors

WHANGAREI

Occupation

Address

SIGNED on behalf of Ngāi Takoto by
the chairperson of Te Rūnanga o Ngāi Takoto
Trust in the presence of:



Wallace Rivers
Chair, Te Rūnanga o Ngāi Takoto Trust



Signature of Witness

Rangitane Marsden

Witness Name

CEO

Occupation

8 Zealandia Street, Whangarei

Address

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SIGNED on behalf of Te Rarawa by the)
Chairperson of Te Rūnanga o Te Rarawa)
Trust in the presence of:

Haami Piripi
Chair, Te Rūnanga o Te Rarawa Trust

Bronny

Signature of Witness

Bronny Hunt

Witness Name

Principal Advisor, Strategy & Policy

Occupation

113 Okahu Road, Kaitiaki.

Address

SIGNED on behalf of Ngāti Kuri by the)
Chairperson of Te Manawa o Ngāti Kuri)
Trust in the presence of:

Harry Burkhardt
Chair, Te Manawa o Ngāti Kuri Trust

Signature of Witness

Witness Name

Heugh Kelly
Solicitor
Wellsford

Occupation

Address


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SCHEDULE 1

Ngāi Takoto Area of Interest



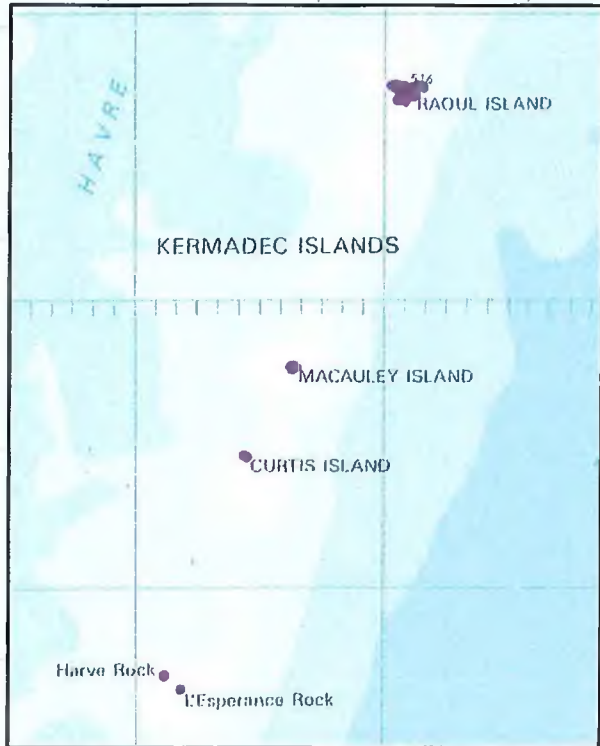
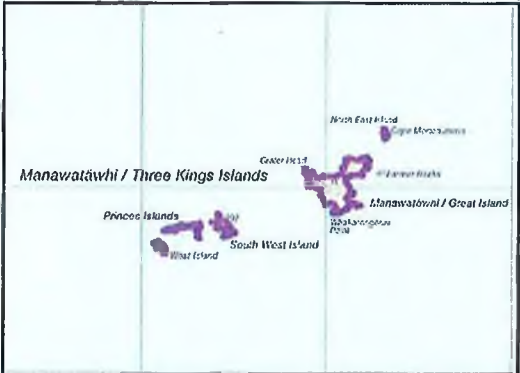
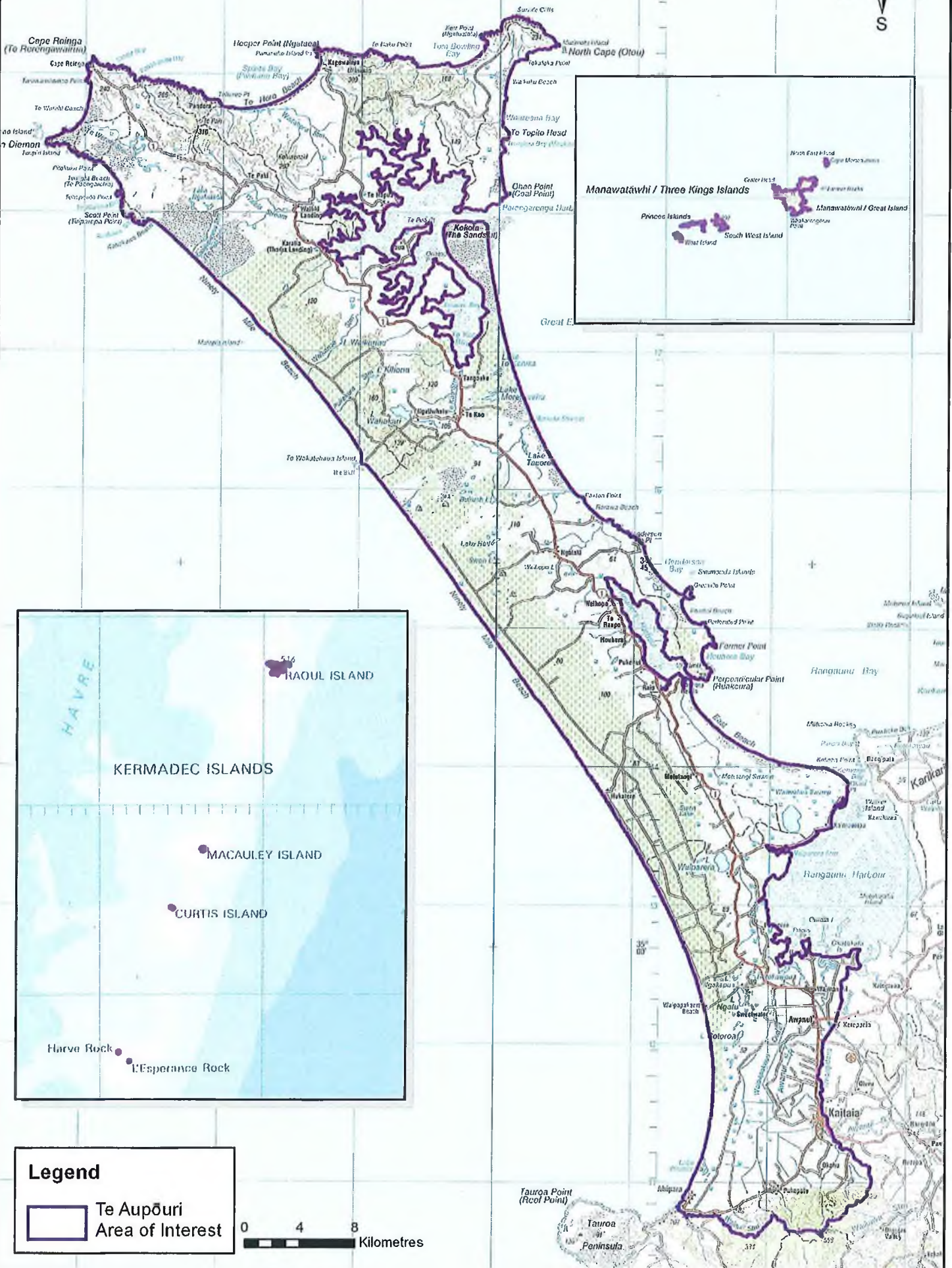
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 Ngāi Takoto Area of Interest

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Te Aupōuri Area of Interest



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Te Aupōuri Area of Interest




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Te Rarawa Area of Interest



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 Te Rarawa Area of Interest



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