

RONGOWHAKAATA
INCLUDING NGA URI O TE KOOTI RIKIRANGI
and
THE TRUSTEES OF THE RONGOWHAKAATA SETTLEMENT TRUST
and
THE CROWN

DEED OF SETTLEMENT SCHEDULE:
DOCUMENTS

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1: STATEMENTS OF ASSOCIATION

1 STATEMENTS OF ASSOCIATION

Statements of association for Rongowhakaata are set out below. These are statements of particular cultural, spiritual, historical, and traditional association of Rongowhakaata with identified areas (to the extent that these areas are within the area of interest).

A. Turanganui River (as shown on deed plan OTS-005-034).

1. The traditions of Rongowhakaata confirm the cultural, historical and spiritual importance of the Turanganui River to them. These traditions represent the links between the world of the Atua and present generations, reinforce Rongowhakaata tribal identity, and are continually expressed in whakapapa, waiata, korero and mahi toi.
2. The mauri of Turanganui River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Rongowhakaata whanui to the Turanganui River to this day.
3. The Turanganui River, though very short, was profoundly rich in kaimoana. Te Wai Wehe Rua, the river of two estuaries, was the original name given to the Turanganui River. These watery corridors provided Rongowhakaata a transport route along and into the fertile plains of Turanganui a Kiwa. It was the sacred waters from Te Wai Wehe Rua which were used to bless the whare Matatuahu, on the western side of the Turanganui River.
4. When the tipuna Maia arrived at Turanganui a Kiwa he landed his waka Te Ikaroa a Rauru on the Kaiti side at Tawa Raro, close to Tuamotu. He brought with him the precious hue seeds and was also known to be gifted with certain powers. While living at his Pa, Puhi Kaiti, Maia, an unfriendly character, frequently crossed the Turanganui River to visit his father in law, Matuatonga. A young girl, Taiao who descended from the waka Te Ikaroa a Rauru, was summoned by Maia, to bring her waka to convey him. Naturally cautious of this cantankerous man, Taiao hesitated but eventually complied with his demands. In a rage, Maia killed Taiao who was then changed into a large papa rock formation in the middle of the river. The people were saddened by the tragedy and the rock formation which resulted was given the name Te Toka a Taiao.

'Mo Te Toka a Taiao, he wahine'

I a ia te mauri o nga tipuna

I a ia te mauri o te awa, a Wai Wehe e Rua

I a ia te mauri o te moana, a Te Moannui a Kiwa

Te Toka a Taioa mauri ora mai mo ake ake tonu.

5. Te Toka a Taiao held the mauri for the kanae, mullet, attracting them to the Turanganui River, hence the name to the tributary opposite called Waikanae (waters of the Kanae, mullet).



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6. The Waikanae Stream and the numerous rock formations sit within the Turanganui River, such as Te Toka a Taiao, combined with the tidal flows to make a habitat for a variety of; tuna, inanga, kahawai, fish, kina, paua, koura, pipi, kanae, patiki and kutae flourishing abundantly in its reef like environment.
7. The tipuna wahine, Te Toka a Taiao, sat sentinel near the junction between the Turanganui and the Waikanae and she would receive the many waka as they berthed, also enabling a place from which to launch many waka.
8. It is believed that Te Toka a Taiao was the place where Maori and Pakeha first met when Captain Cook made landfall at Turanganui.

Taniwha

9. Pipitaiari is a Taniwha of special significance to Rongowhakaata who inhabited the Turanganui River. Her domain extended from the Turanganui to Te Arai River, encompassing the waterways and moana of Turanganui a Kiwa. Pipitaiari's reputation was widely respected by the Hapu and Iwi of Te Tairawhiti.

'Kake mai koe i runga o Pipitaiari parera to hua'

10. When desired, Pipitaiari would make herself known to people by taking the form of a whirlpool, which is depicted in the whare whakairo, Te Mana o Turanga at Whakato Marae.
11. Many generations of Rongowhakaata hapu have drawn sustenance from the Turanganui River. The hapu who occupied the land on the banks of the river are, Ngai Tawhiri and Ngai te Kete and Whanau a Iwi who shared these lands with their Turanga whanaunga.
12. The Turanganui River was the gateway into the fertile inland plains and was an integral part of the new 'Tairawhiti economy'. Ngai Tawhiri, Whanau a Iwi and Ngai te Kete and the other Rongowhakaata Hapu have exercised their custodial rights.
13. The Turanganui River is the repository of koiwi tangata Urupa and wahi tapu are places holding the memories, traditions, victories and defeats of Rongowhakaata tipuna and are frequently protected in secret locations.
14. Rongowhakaata consider that the values of mana, whakapapa, tapu and mauri are central to their relationship with the Turanganui River. Mana defines the kaitiekitanga responsibilities of Rongowhakaata, within which Rongowhakaata is charged with protecting the Mauri or life force of Turanganui River. Whakapapa defines the genealogical relationship, while Tapu describes the sacredness of the relationship between Rongowhakaata and Turanganui River. These values remain important to the people of Rongowhakaata today.
15. Rongowhakaata tipuna had considerable knowledge of whakapapa, traditional trails and Tauranga waka, places for gathering kai, rongoa Maori and other taonga and ways in which to use the resources of the Turanganui River. Rongowhakaata understood the dependence people had on the area and Tikanga for the proper and sustainable utilisation of resources. All of these values remain important to the people of Rongowhakaata today.

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B. Taruheru River (as shown on deed plan OTS-005-035).

1. The traditions of Rongowhakaata confirm the cultural, historical and spiritual association of the iwi, hapu and whanau to the Taruheru River. These traditions link the world of the Atua to present day generations and reinforce Rongowhakaata tribal identity, all of which are continually expressed in whakapapa, waiata, korero and mahi toi.
2. The Taruheru is rich in historical and cultural association for Rongowhakaata. The whakapapa of Rongowhakaata hapu is drawn from the ancestors who arrived aboard the waka Horouta, Takitimu and Te Ikaroa a Rauru; the same ancestors placed mauri, imbued mana which gave life and meaning to the traditional name of the river and the surrounding lands.
3. Maia of Te Ikaroa a Rauru brought the much prized hue seeds to gardens at Huetangauru beside the Taruheru River, where they were successfully planted. The pepeha 'Te Wai U o Hamo' refers to the preparation of the young precious hue for the nourishment of babies when required. Maia gave instructions to his mother in law, Hamoterangi, to use hue milk in this way when his daughter Hine Turaha required sustenance.
4. The name Taruheru refers to the perfumed moss which grew in abundance along the left banks of these dark waters and in particular near Makaraka. Known to the people of Rongowhakaata as "kekewai" the moss was unique to this river and a much sought after commodity. In its fresh state, by its very use, kekewai would become imbued with tapu. The kekewai was sought after for use during menstruation, after giving birth, for cleansing young babies and for cleansing of the adult body.
5. Of significance to Rongowhakaata were the excavated koukou ariki (bathing ponds) from the waterways of the Taruheru near Makaraka. These were used for specific hapu ceremonial purposes. Te Puna o Hamo, which was located on the banks of the Taruheru close to Nga Wai Wehe Rua, was a spring famed for providing the fresh water needs of Rongowhakaata. Ngapukonohi, which was a pond on the riverbank, and Taumata o Te Rakato, at the headwaters of the Taruheru, were important ceremonial sites for Rongowhakaata.
6. Kahutia, of Ngai Tawhiri, and mokopuna of Te Kaapa and Te Maanga, built the whare Te Poho o Materoa close to the Taruheru River and its associated resources. Another whare, which drew on the resources of the river, was Kotaroa, which was named after Kotaroa of Rongowhakaata, who was the mother of Iwipuru. The Makaraka, Makeretu and Makakahi streams flowed into and nourished the Taruheru River. The hapu of Ngai Tawhiri (Rongowhakaata) established kaenga and nohoanga along the banks of the Taruheru and placed numerous pa tuna (eel weir) in the river. The Taruheru was prosperous with a small tuna elver, which while small, were particularly succulent. During the right tides a shellfish referred to as whetiko, a delicacy to Ngai Tawhiri, would be washed up into the river. The banks of the Taruheru provided habitat for numerous weka and pukeko and fed rich deep fertile soils for the people of Rongowhakaata to grow staple crops such as taro.
7. The Taruheru River made it possible for the hapu of Rongowhakaata to grow, catch and snare an abundance of food types and enabled the gathering of material resources. Water from the river was used to irrigate crops and flax and raupo were planted along the river and around adjacent swamp areas. These gave materials for making clothes, for building and provided commodities for trade for the hapu of Rongowhakaata. The Taruheru was



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navigable to its upper reaches, enabling waka and later barges, to be used for transport and communication. Kaenga were built along the rivers so access via the waterways was vital. The Taruheru also allowed for ease of escape in times of threat or danger.

8. The Taruheru River provided Rongowhakaata hapu with an opportunity to engage in trading and the sharing of resources with other hapu and iwi before trading with Pakeha began when the first trading station was established at Turanganui in the 1830s. In those days sailing vessels were able to navigate from the sea through Nga Wai Wehe Rua and up the Taruheru to Makaraka, where the crops and other commodities produced by Rongowhakaata could be loaded for export. The iwi later invested in several trading vessels to transport harvested flax and crops of wheat and corn, as well as meats and settlers' goods. The Taruheru River was an integral part of the trade highway of Rongowhakaata.
9. The traditional customs of Rongowhakaata such as mana, whakapapa, tapu and mauri required a prudent exercise of wisdom. Rongowhakaata consider that mana determined the kaitieki responsibilities of Rongowhakaata hapu whose primary purpose was to maintain balance and harmony all the while protecting the mauri or life force of the Taruheru River. Whakapapa is the genealogical relationship from tipuna who named the river and the surrounding lands, and tapu articulates the inviolability of the association between Rongowhakaata people and the Taruheru. These customs remain fundamental to the people of Rongowhakaata.
10. Rongowhakaata tipuna held considerable knowledge of the whakapapa, traditional trails, tauranga waka, and places for gathering kai, rongoa and other taonga associated with the Taruheru River. Their traditional practises guided the use of the bountiful resources provided by the Taruheru and the tikanga based relationship of the people with the river maintained the balance for the sustainable utilisation of resources. The Taruheru River plays a special role in the traditional economy and culture of Rongowhakaata and is of great significance to the social, spiritual and physical lifestyle of the contemporary Rongowhakaata people. All of these values remain important to the people of Rongowhakaata today.

C. Waipaoa River (including Karaua Stream) (as shown on deed plan OTS-005-036).

1. The traditions of Rongowhakaata confirm the cultural, historical and spiritual importance of the Waipaoa River and Karaua Stream. These traditions link between the world of the Atua and present generations, reinforce Rongowhakaata tribal identity, and are continually expressed in whakapapa, waiata, and korero and mahi toi.

Origins of the Rongowhakaata people

2. Around the early sixteenth century the chief Moeahu and his wife Koihu from Mahia, established and occupied Te Huia Pa, where the Whakaahu and Waikakariki streams meet and then flow into the Waipaoa River. It was at Te Huia Pa that Rongowhakaata fell in love with Turahiri. They begat only one child, Rongomairatahi, who became one of the significant ancestors of the Rongowhakaata tribe. They later moved to the mouth of the Waipaoa, and established the Pa Pewhairangi, where Rongowhakaata died and was buried. In the early nineteenth century a great flood broke through at Pewhairangi and swept away Rongowhakaata's burial ground, despite the efforts of Raharuhi Rukupo and others to divert the raging torrent.

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3. There were a number of tipua and taniwha of special significance to Rongowhakaata that lived and traversed the Waipaoa River. Matakakaa is the taniwha of Rongowhakaata which was known to have inhabited the Poukokonga Lake and its two outlets into the Kopututea estuary and then connected to the Waipaoa River. Pipitaiari and Hinekorako are other taniwha with influence over the Waipaoa River.
4. The Waipaoa River from the Whakaahu tributary to the Awahou (mouth) has been occupied by the ancestors of Rongowhakaata for many generations. Numerous Rongowhakaata hapu had cultivations, kaenga and pa well established along its banks. These lands belonged to Ngati Maru and Ngati Kaipoho with several places of significance within the encompassing river bend at Matawhero, including Kairourou, Te Koru, Huiatua, Wainui, Te Upoko o te Ika and the Pa O Tomo and Taonga.
5. Where the Waipaoa flowed into Manutuke the Tauranga (Taurangakoau) Pa and whare Kotukumanawarua stood close to the Pa Te Hue a Te Po (Te Hue a te Kamo). The Mara (gardens) were established beside the Waipaoa by Mauhikitia, the mokopuna of Taharakau and famed cultivator of taro and kumara at Matapaea nearby the Kaupapa Pa. The Tuaraki Pa stood on the Toi o te Kainga lands on the banks of the Waipaoa close to where the contemporary Te Pahou Marae stands today.
6. The Waipaoa River provided Rongowhakaata hapu with an opportunity to engage in trading and the sharing of resources with other hapu and iwi before trading with Pakeha began when the first trading station in the early nineteenth century. In those days sailing vessels were able to navigate from the mouth of Waipaoa River to the Rongowhakaata wharf at Orakaiapu.
7. Totara and Puriri was felled and transported by Rongowhakaata down to the Waipaoa River. The iwi invested in several trading vessels to transport harvested flax and crops of wheat and corn, as well as meats and settlers' goods. The Waipaoa Rivers were an integral part of the trade highway of Rongowhakaata Hapu and Turanga Iwi.

Karua Stream

8. From the time of Horouta waka, Hinehakirangi and her party navigated a passage through Wherowhero Lagoon to the Karua stream, passing Puketapu Maunga heading to Manawaru where the first kumara within Te Tairawhiti were successfully planted.

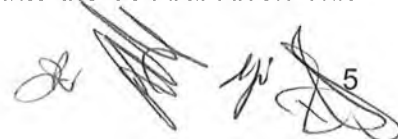
Ko Hinehakirangi ka u kei uta

Te Kowhai ka nga ora ka ringitia te kete

Ko Manawaru, Ko Arai te uru

(Po Po lament of Enoka Te Pakaru)

9. It is said that Hinehakirangi also gathered her hangi stones from the foot of Puketapu within the waters of the Karua Stream.
10. The origins of the Karua Stream traditionally were in the watersheds on the Waiwhakaata and Tauowhiro lands and at one time flowed past the Tapui Pa into the Te Arai River. This



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changed when the Te Arai River cut its course leaving the Karaua Stream later flowing past the maunga Puketapu then out to sea at Pakirikiri.

11. A number of settlements have been established by the hapu of Rongowhakaata along the Karaua Stream. Such settlements highlight the significant use of resources exercised by the hapu while they occupied these areas. Rongomairatahi, the only son of Turahiri and Rongowhakaata, built his pa atop the maunga Puketapu above Karaua. Turourou, son of Rongomairatahi and a most outstanding leader amongst his contemporaries, maintained the Pa on Puketapu. The significance of Rongomairatahi is acknowledged in the whakatauki:

"Te kotahi a Turahiri ripo ana te moana"

12. Te Pahou Pa was a Ngati Kaipoho kaenga reliant on food from the Karaua stream, which was the source of eel, morehana, inanga and provided direct access to the kaimoana from Turanganui a Kiwa.
13. The Karaua Stream was a trade way for not only hapu of Rongowhakaata, but also a crossing point for travellers from surrounding tribes. Two trading houses were maintained on the Karaua Stream, one each on the upper and lower reaches, and both were required to accommodate the movement of goods and resources.
14. Pakirikiri pa was situated at the convergence of the Waipaoa River and Karaua Stream. This was a significant pa and its importance made the Waipaoa and Karaua an important transport and communications hub in the Turanga region. The waters of the Karaua were used in the kou kou ariki of Pakirikiri, which were specially excavated ceremonial bathing ponds. Pakirikiri Pa became a refuge for the tribes of Turanga and wider Maori political movements. There were numerous hui with hundreds, sometimes thousands, in attendance hosted by Raharuhi Rukupo, with organised cultivations and resources from the sea, waterways and forests sustaining the manuhiri.
15. Major flooding of the Waipaoa in the late 1800's contributed to Rongowhakaata moving their main settlement away from Pakirikiri on the banks of the Karaua Stream. Rongowhakaata tipuna had considerable knowledge of wahi tapu, traditional trails, tauranga waka, places for gathering kai, rongoa and other taonga, and ways in which to use the resources of the Karaua Stream.
16. Both the Waipaoa River and Karaua Stream are of great cultural and historical importance to Rongowhakaata. The mauri of the Waipaoa and Karaua represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Rongowhakaata whanui to the Waipaoa River and Karaua Stream.
17. Rongowhakaata consider that the values of mana, whakapapa, tapu and mauri are central to their relationship with the Waipaoa River and Karaua Stream. Mana defines the kaitiekitanga responsibilities of Rongowhakaata, within which Rongowhakaata is charged with protecting the mauri or life force of the Waikanae Stream. Whakapapa defines the genealogical relationship, while tapu describes the sacredness of the relationship between Rongowhakaata and the Waikanae Stream.



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18. Rongowhakaata tipuna had considerable knowledge of whakapapa, traditional trails, tauranga waka, and places for gathering kai, rongoa maori and other taonga, as well as ways in which to use the resources of the Waipaoa River. From the relationship of Rongowhakaata with the river and its lands, and their reliance on them, emerged a tikanga for the sustainable utilisation of resources. All of these values remain important to the people of Rongowhakaata today.

D. Waimata River (as shown on deed plan OTS-005-037).

1. The traditions of Rongowhakaata confirm the cultural, historical and spiritual importance of the Waimata River to Rongowhakaata. These traditions represent the links between the world of the gods and present generations, reinforce Rongowhakaata tribal identity, and are continually expressed in whakapapa, waiata, korero and mahi toi.
2. The Waimata River is of great cultural and historical importance to Rongowhakaata. The mauri of Waimata River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Rongowhakaata whanui to the Waimata River.
3. The meaning of Waimata relates to obsidian coloured waters, darkish in nature and colour. The Waimata flows from the ranges of the sacred maunga Motukeo to join at the junction of the Turanganui and Taruheru rivers known as Nga wai wehe rua or Waiweherua (dividing into two branches).
4. Rongowhakaata histories record that upon the slaying of Rukupo, descendant of Te Kaapa of Ngai Tawhiri and Whanau a Iwi, by raiders seeking the prized obsidian from Bay of Plenty. Those of Nga Waiweherua sought refuge and fled up the Waimata River to Motukeo. At the convergence of the Taruheru, Turanganui and Waimata Rivers are the lands named Whataupoko, which name references the suspended heads which were later removed to burial caves. At that time Konohi had major influence and leadership over Tairawhiti Tribes and had Rangatiri whakapapa to all Turanga Tribes. Konohi's act of naming Whataupoko symbolised the mana of his leadership.
5. Rongowhakaata consider that the values of mana, whakapapa, tapu and mauri define the relationship of Rongowhakaata with the Waimata River. Mana defines the custodian or kaitiekitanga responsibilities of Rongowhakaata, within which Rongowhakaata is charged with protecting the Mauri or life force of Waimata River. Whakapapa defines the genealogical relationship, while Tapu describes the sacredness of the relationship between Rongowhakaata and Waimata River. These values remain important to the people of Rongowhakaata today.
6. Rongowhakaata tipuna had considerable knowledge of whakapapa, traditional trails and Tauranga waka, places for gathering kai, rongoa maori and other taonga, ways in which to use the resources of the Waimata river, the relationship with the people with the area and their dependence on it, and Tikanga for the proper and sustainable utilisation of resources. All of these values remain important to the people of Rongowhakaata today.




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E. Hangaroa River (as shown on deed plan OTS-005-038).

1. The traditions of Rongowhakaata confirm the cultural, historical and spiritual importance of the Hangaroa River to Rongowhakaata. These traditions represent the links between the worlds of the Atua to the present generations, reinforce Rongowhakaata tribal identity, and are continually expressed in whakapapa, waiata, and korero and mahi toi.
2. The Hangaroa River is of great cultural and historical importance to Rongowhakaata. The mauri of Hangaroa River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Rongowhakaata whanui to the Hangaroa River.
3. The Hangaroa River is symbolic of the convergence of Rongowhakaata with their Turanga and inland whanaunga, and the rangatira Ruapani down to the descendants' nga hapu o Rongowhakaata. The river and its tributaries were rich in kaimoana, inanga, koura, eels and kakahi (fresh water mussels) which were harvested by using the elaborate pa tuna (eel weirs), where hinaki ownership and responsibility was apportioned to whanau and then joined as one for the collective benefits of the hapu. Paihau swamp was also frequented by the hapu for eels.
4. In addition to its own bounty, the Hangaroa River provided access to the rich resources of Rongowhakaata land alongside the river at Tauwharetoi, Hangaroa Matawai, Patutahi, Paharakeke, Manuoha, Tuahu, Waihau and Tahora. The Hangaroa helped sustain the hapu Ngai Te Aweawe, Ngai Tawhiri, Ngai te Kete and Ruapani ki Rongowhakaata.
5. Rongowhakaata hapu upheld the position of Te Umotai as a significant marker on the river, and a place where substantial mahingakai were obtained to sustain surrounding kaenga. The water from the river and the streams which flowed into it assisted the sitting of snares for the abundant birds in this area.
6. Hapu named places in this area from Kaikoura to Pihere, and placed rahui on them, as recognition of their importance. Of significance to Rongowhakaata is Waerenga a Kuri beside the Waikoko Stream which flows into the Hangaroa River. Kuri was the son of Ngaherehere who was a significant ancestor of the Rongowhakaata people.
7. The streams which flow into the Hangaroa provide drainage for Parikanapa where Rongowhakaata obtained totara for whare and waka. A number of Pa and kaenga drew sustenance from their proximity to the Hangaroa River. The whare Hamokorau stood at Ruakaka beside the river to the nineteenth century when it was relocated to Orakaipuu Marae and later made available to William Williams as a Mission Station.
8. The Hangaroa River is the repository of many koiwi Tangata. Urupa are the resting places of Rongowhakaata tipuna and as such are the focus of whanau traditions. Urupa and wahi tapu are places holding the memories, traditions, victories and defeats of Rongowhakaata tipuna and were frequently protected in secret locations.
9. There were a number of wahi tapu sites of significance to Rongowhakaata hapu along the Hangaroa River including Te Ihootu-Hata, Te Wai o Tua Watea, Korohake, and Ngutuhouhou.



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10. Rongowhakaata consider that the values of mana, whakapapa, tapu and mauri are central to their relationship with the Hangaroa River. Mana defines the kaitiekitanga responsibilities of Rongowhakaata, within which Rongowhakaata is charged with protecting the mauri or life force of the Hangaroa River. Whakapapa defines the genealogical relationship, while tapu describes the sacredness of the relationship between Rongowhakaata and the Hangaroa River.
11. Rongowhakaata tipuna had considerable knowledge of whakapapa, traditional trails, tauranga waka, places for gathering kai, rongoa Maori and other taonga and ways in which to use the resources of the Hangaroa River. From their relationship with the Hangaroa River and their reliance on it emerged a tikanga for the sustainable utilisation of resources. The river played a unique role in the traditional economy and culture of Rongowhakaata and is of great significance to the social, spiritual, and physical life of the iwi. All of these values remain important to the people of Rongowhakaata today.

F. Te Arai River (as shown on deed plan OTS-005-039).

Ko Te Arai te awa

Ko Puketapu te maunga

Ko Rongowhakaata te Iwi

1. The traditions of Rongowhakaata confirm the cultural, historical and spiritual importance of the Te Arai (Te Uru) River to Rongowhakaata. These traditions represent the links between the world of the Atua and present generations, reinforce Rongowhakaata tribal identity, and are continually expressed in whakapapa, waiata, and korero and mahi toi.
2. The Te Arai River is of great cultural and historical importance to Rongowhakaata. The mauri of Te Arai River represents the essence that binds the physical and spiritual elements of all things together, generating and upholding all life. All elements of the natural environment possess a life force and all forms of life are related. Mauri is a critical element of the spiritual relationship of Rongowhakaata whanui to the Te Arai River.
3. The gifting of the name "Te Arai te Uru" relates to the arrival of the Takitimu Waka from Hawaiki to Aotearoa. Te Arai Te Uru and Ruamano were the tipua (spiritual guardian) or unseen escorts which calmed and protected the waka when the elements were unfavourable. They ensured the safe passage of the Takitimu, with its precious taonga of Atua and Rangatira charged with the vessels of traditional knowledge for the new land.
4. Upon Takitimu berthing in Turanganui a Kiwa the sacred tipua (spiritual guardian) Te Arai Te Uru was released into the waters of the Te Arai River where it remains to this day.
5. Rongowhakaata traditions herald a host of taniwha who reside in the Te Arai. Hinekorako, the taniwha who dwells under the Te Reinga waterfall, extended her spiritual influence over the Te Arai River. Her particular affinity and connection with water is renowned amongst the tribes of Turanga and Te Reinga. The histories of Rongowhakaata provide that when one of her uri is in difficulty in water, they should call out to their kaitieki Hinekorako for assistance.



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6. Hinetataurangi is a taniwha of special significance, who in the past has maintained a powerful presence in the Te Arai River. Over time she has rendered powerful tohunga and warriors alike ineffectual and sadly taken the lives of careless river users.
7. The Te Arai River begins at the upper reaches of the Waingake and flows through the lands of Rongowhakaata until it meets the Waipaoa River at Manutuke.
8. There have been many changes to the passage of the Te Arai River over the generations. In the time of Paoa and the Horouta Waka, the Te Arai River flowed across the Manutuke flats southward to the Karaua Stream, passing the maunga Puketapu into the Wherowhero Lagoon and on to Oneroa.
9. Te Arai River has always been a rich source of resources for Rongowhakaata, as it meanders its way through and contributes to other ecosystems which have sustained Rongowhakaata Uri over the generations.
10. The Waingake, Kauwaewaka, Tikokanui, Ongaware, Ranginui and Waimata waterways and the wetland Whatatuna all flow into the Te Arai river and have all contributed to the bountiful 'kapata kai' which nourished the many whanau and hapu of Rongowhakaata.
11. Tuna, kanae, inanga, kuku, koura, tuna, pukeko, kereru, kokomako, kutae and continual supplies of fresh water were sourced from Te Arai. Numerous hapu pa- tuna (eel weirs) provided for specific pa and their respective Whanau for many generations, until recent times. The river was also navigable from the open sea by waka through Waipaoa and Kopututea rivers, thus giving access to the other sources of kaimoana from the Awapuni Moana to kaenga all along the river.
12. Te Arai River and its banks have been occupied by the ancestors of Rongowhakaata iwi from time immemorial. The river's eroding of the silt soil and its meandering characteristics created sharp bends with high, near vertical, banks along its lower course. These places have provided ideal locations for the many fortified pa and cultivations where surrounding kaenga would seek protection when threatened. An extension of this concept is "mirror pa" - the strategic placement of pa on opposite sides of the awa, providing gateways of escape, defence and protection mechanisms for highly valued resources and control of hapu alliances.
13. The numerous pa situated on the banks of the river included the Ngati Kaipoho, Te Pahou Pa known as Waiwhakata, the ancient Pa Tapui with the nearby mirror Pa of Te Raeotekahawai and Te Raeotokoraka at Hahaenga, Tiwhaoteranga at Te Poho, Te Ao Maori Pa of Te Waaka Perohuka was on the Hurimoana block close to the present Whakato and Manutuke Marae. Orakaiapu and Umukapua were built by Te Whaiti with nearby mirror Pa being Te Kohu and Manukaimatangi, alongside the Ruataniwha and Tapatahi Pa.
14. The contemporary Rongowhakaata and Ruapani Marae, Te Ohako Pa, is situated on the northern side of the Te Arai River within the bounty of Pipiwahoko and was named for the bed of freshwater mussels found in the river just below the Marae. Te Ohako was the resting place of those Ruapani Whanaunga travelling between Waikaremoana and Turanganui.



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15. The resources of the Te Arai valley and river helped carving to flourish among the gifted and prolific carvers of Rongowhakaata, which grew into the well renown 'Manutuke – Turanga Carving School' examples being the treasured Taonga, Te Hau ki Turanga carved at Orakaiapu and the waka Te Toka a Tapiri adorned at Te Angaparera by Te Waaka Perohuka on the banks of the Te Arai river.
16. Some of the waters of Te Arai were diverted into ceremonial pools at Tapatahi for cleansing the koiwi. The whanau of Ngai Tawhiri who undertook this tapu mahi became known as Ngai Te Kete.
17. The Te Arai River provided Rongowhakaata hapu with an opportunity to engage in trading and the sharing of resources with other hapu and iwi before trading with Pakeha began. From the 1830s the river hosted the hapu owned 'te Mira' the Mill and wharf which was used to transport goods traded with Europeans.
18. Rongowhakaata consider that the values of mana, whakapapa, tapu, and mauri define their relationship with the Te Arai River. Mana defines the custodian or kaitiekitanga responsibilities of Rongowhakaata, within which Rongowhakaata is charged with protecting the mauri or life force of Te Arai River. Whakapapa defines the genealogical relationship, while tapu describes the sacredness of the relationship between Rongowhakaata and Te Arai River. These values remain important to the people of Rongowhakaata today.
19. Rongowhakaata tipuna had considerable knowledge of wahi tapu, the places for gathering kai, rongoa, and taonga, and of ways in which to use the resources of the Te Arai River. From the relationship of people with the river and their reliance on it emerged a tikanga for the proper use and sustainable utilisation of its resources. The river plays a unique role in the traditional economy and culture of Rongowhakaata and is of great significance to the social, spiritual and physical life of the Rongowhakaata people. All of these values remain important to the people of Rongowhakaata today.

G. Waikanae Creek (as shown on deed plan OTS-005-045).

1. The traditions of Rongowhakaata confirm the cultural, historical and spiritual importance of the Waikanae Stream to Rongowhakaata. These traditions represent the links between the world of the Atua and present generations, reinforce Rongowhakaata tribal identity, and are continually expressed in whakapapa, waiata, korero and mahi toi.
2. The whakapapa of Rongowhakaata hapu is drawn from the ancestors who arrived aboard the waka Horouta, Takitimu and Te Ikaroa a Rauru. The same ancestors placed mauri and imbued mana which gave life and meaning to the traditional name of the river and the surrounding lands.
3. The naming of Waikanae is derived from Wai – the fresh water springs which attracted the treasured delicacy of Rongowhakaata, the fish mullet - Kanae. From the mouth of the Waikanae Stream to the headwaters at Te Kuri a Tuatai at various locations there are puna (fresh water springs) fostering the Kanae and hapu Ngai Tawhiri, Ngai te Kete, Ngati Ruawairau and others of Rongowhakaata.
4. Another association with Waikanae Awa (Stream) is the korero of 'Rongokako – the great strider. Paoa was very upset with Rongokako, the official messenger, who had not reported



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that the Horouta had arrived at Turanganui, instead he had gone off on his own journey. On his return Rongokako left the imprint of one foot near where the Waikanae Stream joins the Turanganui River, where Paoa had waited for him.

5. The rangatira Ruapani, who embodied the whakapapa of Horouta, Takitimu and Paikea, had brought peace and prosperity to the people of Turanganui through his leadership. The treasured puna (fresh water spring) at the mouth of the Waikanae was given the name Te Wai o Hiharore, after the grandmother of Ruapani. A revered place of resource for Rongowhakaata, as it is the mauri for kaimoana such as kanae (mullet).
6. The headwaters of the Waikanae Stream begin at the meandering swamps which verge the Matawhero lands behind Te Kuri a Tuatai marae. The naming of Te Kuri a Tuatai marae, located on the banks of Waikanae Stream, is said to refer to the many pa tuna (eel weirs) around the marae, or alternatively, the sound of the seals which resembled the barking of dogs.
7. Rongowhakaata hapu have drawn sustenance from the stream at a number of pa, kaenga and nohoanga along its banks. Water from the stream facilitated cultivation of mara, taro kumara and hue at the mara (gardens) Whenuakura and Te Pa Makaroro.
8. The Waikanae was valued by Rongowhakaata as a source of food to sustain hapu and manuhiri. When the season arrived the waters swarmed with the kanae and inanga. Pa tuna (eel weirs) were a constant feature of the Waikanae waterways over many generations. Ngai Tawhiri whanau recall the abundance of flounder, eel, herrings and kingfish in the Waikanae Stream. There were also a number of wahi tapu sites of significance to Rongowhakaata along the Waikanae Stream, particularly urupa Heipipi Pa.
9. The mauri of Waikanae Stream is of critical importance to Rongowhakaata. All forms of life have mauri and are inter-related. One of the essential roles of Rongowhakaata is to be mindful of and to care for the mauri of the Waikanae Stream. Whakapapa defines the genealogical relationship of Rongowhakaata to the Waikanae Stream. The inter-relatedness of tapu and noa describes the sacred nature of the relationship of Rongowhakaata to the Waikanae Stream.
10. Rongowhakaata consider that the values of mana, whakapapa, tapu and mauri are central to their relationship with the Waikanae Stream. Mana defines the kaitiekitanga responsibilities of Rongowhakaata, within which Rongowhakaata is charged with protecting the mauri or life force of the Waikanae Stream. Whakapapa defines the genealogical relationship, while tapu describes the sacredness of the relationship between Rongowhakaata and the Waikanae Stream.
11. Rongowhakaata maintain a considerable knowledge of the whakapapa, traditional trails, tauranga waka, places for gathering kai, rongoa Maori and other taonga, and ways in which to use the resources of the Waikanae Stream. From their relationship with the waterway and their reliance on it emerged a tikanga for the sustainable utilisation of resources. The river plays a unique role in the traditional economy and culture of Rongowhakaata and is of great significance to the social, spiritual, and physical life of the iwi. All of these values remain important to the people of Rongowhakaata today.



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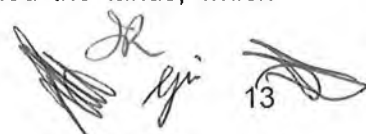
H. Rongowhakaata coastal marine area (as shown on deed plan OTS-005-050).

1. The traditions of Rongowhakaata iwi confirm the cultural, historical and spiritual importance of the Moana Turanganui a Kiwa, which extends from Te Kuri a Paoa mai i Te Toka Ahuru. These traditions represent the links between the world of the Atua and present generations. The histories of Rongowhakaata reinforce this tribal identity and the connection to the moana of Turanganui a Kiwa, and are continually expressed in Whakapapa, Waiata, Korero and Mahi Toi.
2. The historic Whakapapa traditions of Rongowhakaata Iwi demonstrate the depth of relationship of Rongowhakaata to the Moana o Turanganui a Kiwa. Rongowhakaata Tipuna had considerable knowledge of places for gathering kai, places for healing, places for gathering rongoa, and other uses of the resources of their Moana. This knowledge was aligned with proper Rongowhakaata Tikanga and Kawa in the sustainable management of the resources.
3. The whakapapa of Rongowhakaata hapu is drawn from the ancestors who arrived aboard the waka Horouta, Takitimu and Te Ikaroa a Rauru; the same ancestors placed mauri, imbued mana which gave life and meaning to the traditional name of the river and the surrounding lands.
4. Over the generations interwoven whakapapa, marriages and alliances have enabled Rongowhakaata to gather kaimoana from the coastal reefs to the north and south of their established mana moana; from Turanganui river to Te Kowhai at Te Wherowhero. As Kaitieki Rongowhakaata Hapu; Ngati Kaipoho, Ngati Maru, Ngai Tawhiri and others fiercely protected the taonga of Tangaroa as the following histories recount.
5. At the foot of Te Kuri a Paoa, Te Ratu, son of Te Ikawhaingata of Ngati Kaipoho while fishing with his whanaunga Poumatara, requested his bounty of fish, to which Poumatara replied:

"He pewa I hiia ki te aho, he waka I hauamatia."

A fish on a line, is like an outrigger attached to a canoe

6. Te Ratu retaliated and took the life of Poumatara and appropriated his people's fishing rights over the sea along Oneroa Beach from Muriwai to the Turanganui River at that time.
7. Te Wherowhero Lagoon features in the earliest histories of traditional accounts and was a place and resource well known to the earliest tipuna. It is said that Hinehakirangi of the Horouta waka named the lagoon and the surrounding areas. Ngati Kaipoho benefited from the abundance of kaimoana, along the swampy edges of the lagoon. The Te Wherowhero Lagoon provided raupo, harakeke, kouka and kakaho from the swamps which were used as building materials for whare and for clothing. Paru, the precious mordant was carefully nurtured in selected and protected areas within Te Wherowhero to be used in the dying process of korowai, kakahu, piupiu and whariki.
8. Within the bounds of Te Wherowhero is Te Kowhai named by Hinehakirangi 'Te Kowhai ka nga ora – beauty of the blooming Te Kowhai. Te Kowhai has always been an important fishing kaenga of Rongowhakaata, and many ancestors have occupied the lands, which



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were prized for their proximity to coastal fishing grounds. Rongomairatahi (the only son of Turahiri and Rongowhakaata), established a sophisticated series of markers to identify and protect his fishing grounds. Maunga, islands, the currents, coastal troughs and reefs were aligned at various points as references, and this knowledge helped sustain the numerous kaenga and pa and facilitate the guardianship of their precious resources. His grandson Kaipoho maintained his fishing base at Te Kowhai.

9. Pakirikiri takes its name from the sounds made by the moving shingle in the waterways and is located at the northern end of Te Wherowhero Lagoon. Rongowhakaata occupied a significant pa at Pakirikiri which was established by Raharuhi Rukupo because of its proximity to the sea. The gathering of kai moana was all performed according to the Maramataka Maori. Sustaining the many manuhiri who gathered at Pakirikiri was dependent on the abundance of the resources of the adjacent moana.
10. The place known as Te Oneroa comprises the sandy shores that stretch from Muriwai to Turanganui and named by Hinehikirangi. The Oneroa beach has sustained many generations of Rongowhakaata. A respected Rongowhakaata Kaumatua has described the kaimoana gathered from Te Oneroa, particularly the range of pipi, a much cherished delicacy:

"Kuarere was the white pipi, matatoki the brown pipi shaped like an axe head and kurekure, another white pipi which came to shore on certain easterly winds to the delight of whanau who knowingly read the signs and gathered the bounty with their families for other families."

11. Rongowhakaata the tipuna established Pewhairangi pa at the outlet of the Kopututea/Waipaoa Awa where its occupants had close proximity to gather resources from the sea. The ancestor Rongowhakaata was buried here.
12. The mouth of the Waipaoa River is where Ngati Maru, the great fisher hapu of Rongowhakaata, exercised their rights and obligations over the Waipaoa River and the adjacent moana, leading to this pepeha:

Ngati Maru, tini whetu ki te rangi, ko Ngati Maru ki te whenua,

He tini kahawai ki te moana, ko Ngati Maru ki uta

13. The presence of Ngati Maru on the sea of Rongowhakaata was unquestionable up to the 18th century. This changed over one incident, when Ngati Maru were fishing in their waka, Umu o Tapuhere and Umu o Maui. Trouble developed when they moved on to the fishing grounds of their neighbours, Ngati Kaipoho. An argument ensued between the chiefs Tarake (Ngati Maru) and Te Hukaipu (Ngati Kaipoho). This escalated into fighting that led to Ngati Maru being driven to flee Turanganui a Kiwa in waka. They took refuge for a time north of Turanga and eventually they were able to return, their influence had waned.
14. Kopututea Awa is the name for the tidal reach or salt water estuary of the Waipaoa River. Kopututea originally flowed into the Awapuni Lagoon and out to sea at Ohikarongo. Early in the 19th century a big flood broke through, and the Kopututea bypassed Awapuni Lagoon.



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15. In the time of the ancestor Tarake of Ngati Maru, a new mouth was cut for the Kopututea River, and called Te Awahou. Te Awahou was central to the Ngati Hinewhanga, Ngati Pouwhakaika, and Ngai Timata, all hapu of Ngati Maru who established kainga, where they made waka and fished in the sea. The Ngati Maru canoe, Te Umu o Tapuhere, was made from a log taken out of the Kopututea River and drawn to land at Te Awahou for preparation and carving. In the time of Ruawairau in the early 16th century, a large house was built on Kopututea called Te Arai Te Uru at a place called Te Kiri o Tamatekuku. Ruawairau's descendants became Ngati Rua, with strong connections to the moana of Rongowhakaata.
16. Paokahu was formed on the coast from the build up of sediment deposited by the waters of the Kopututea and Waipaoa Rivers. The principal hapu of Paokahu were Ngati Ruawairau, Ngai Tawhiri, Ngai te Ika and Ngati Maru, all of whom strongly protected their fishing rights. Hinekita-hawai was a guarded netting place and the recognised boundary of the rangatira Rongoteuruora. The mouth of Paokahu was an ideal location for fishing, and the long pa 'Paokahu' was named in respect of principal ancestors. These were Te Ruaaranui in honour of his brother Te Kahurangi, Kahunoke a descendant of Ruapani, and lastly the legendary Kahungunu.
17. Awapuni Moana, the name Awapuni is derived from 'the continuing outlet being blocked up' with sand, at one time was a large coastal lagoon and is an important tribal site and resource base for all Rongowhakaata hapu. Awapuni Moana was subject to tidal flows, with fish having an open passage to and from the sea, while the lands provided a ready supply of flax and raupo for building materials and immediate access to the moana. Similarly, the surrounding environment was a perfect habitat for birds, rats and eel, and a bountiful supply of other kaimoana. Specially built pa tuna - eel weirs were made and strategically placed in the Awapuni, and were rigorously guarded and defended by the hapu of Rongowhakaata.
18. Rongowhakaata valued the Awapuni due to the large and valuable fishing resource the land gave access to. In addition to this, was a bountiful supply of driftwood for fires and stocks of totara logs, which had been buried in the land by natural processes provided an endless supply of building and carving materials. In later years this became a tradeable commodity for Rongowhakaata.
19. There are many wahi tapu of significance to Rongowhakaata in the area. Te Urimaitai is an ancient burial ground that many Rangatira gave specific instruction as being the place where they were to rest, including Te Apaapa o Te Rangī, Tuhura and the many descendants of Timata.
20. The Kaiti area was famous for its crayfish, caught from the reefs below the maunga Titirangi, or further north all along the coast. Nearby reefs and tidal flats harboured quantities of shellfish, and paua were plentiful off Onepoto (now Kaiti Beach). Rongowhakaata often walked along the beach side to gather kaimoana, to which was known affectionately by hapu as 'the Maori gate'. Such behaviour exhibited the understanding of, and respect for, the territorial and customary rights between hapu.

"There were regular exchanges between whanau living in Kaiti and Rongowhakaata. Elders would come from Kaiti to Te Kuri a Tuatai for Church, after karakia there would be a big hakari, be it koura, paua, kina and bubu's from Kaiti."
21. Wharekorero is a significant wahi tapu to Rongowhakaata, named after Uenuku Whakarongo's remains were placed in the kohurau - caves in the cliffs above the moana at



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Wainui. Alongside the mauri and other sacred taonga of the Horouta and Takitimu waka is the absolute sacred resting place of Ariki, Tamatea Pokai Whenua, Ruapani, Kahungunu and Ranginui.

22. Te Toka Ahuru sustained many hapu of Rongowhakaata as the rich fishing reef only attainable by waka. Te Toka Ahuru ('the rock of the feather') is named from the legend of Ruakapanga whose feathers were plucked from the wings of the bird of Ruakapanga by Pourangahua.

Tikanga

23. Generations of trading and exchange between whanaunga tribes living on the sea coast and those living inland maintained the whakapapa and manaakitanga obligations amongst the people. Kaimoana was gathered, processed and prepared for transportation. This was often dried hapuka, shark, snapper and moki. Rongowhakaata Kaumatua recounted how in the early 20th century whanau and hapu lived from the sea, river and lagoons to sustain themselves and relatives, sharing their own waka when needed.
24. When tohora (whales) were beached on the shores of Rongowhakaata, the hapu saw this as a tohu or blessing. Resources from the tohora would sustain the hapu for long periods, and also provide a prized commodity for trade and exchange. The tohora was thus very seriously guarded by the relevant kaitieki. Te Apaapa o te Rangī killed Te Mataki over the control of a whale driven ashore within the area of Ngati Maru.
25. Rongowhakaata tipuna had considerable knowledge of whakapapa, traditional trails, tauranga waka, and places for gathering kai, rongoa Maori and other taonga. This knowledge included ways of using the resources of the whenua me te moana o Turanganui a Kiwa and the overall relationship of the people with the area and their dependence on it. Of utmost importance, was the development and maintenance of tikanga for the proper and sustainable utilisation of resources.
26. All forms of life have Mauri and all are related. The mauri of the Moana, Turanganui a Kiwa, resides in the life force of its waters. Rongowhakaata consider that one of their essential roles is to protect the Mauri of the Moana. Whakapapa defines the genealogical relationship of Rongowhakaata to the Moana, and tapu describes the sacred nature of the relationship between Rongowhakaata and the Moana. All these values remain important to the people of Rongowhakaata today.



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2: PROTOCOLS

2 PROTOCOLS

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2: PROTOCOLS: CONSERVATION PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF CONSERVATION REGARDING DEPARTMENT OF CONSERVATION/ RONGOWHAKAATA INTERACTION ON SPECIFIED ISSUES

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Rongowhakaata, the governance entity and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Conservation (the "Minister") would issue a Protocol ("the Protocol").
- 1.2 The Protocol sets out the manner in which the Department of Conservation ("the Department") will interact with the governance entity in relation to matters specified in the Protocol. These matters are:
- 1.1.1 Purpose of the Protocol – Part 2
 - 1.1.2 DOC Protocol Area – Part 3
 - 1.1.3 Terms of Issue – Part 4
 - 1.1.4 Implementation and Communication – Part 5
 - 1.1.5 Business Planning – Part 6
 - 1.1.6 Cultural Materials – Part 7
 - 1.1.7 Historic Resources - Wahi Tapu – Part 8
 - 1.1.8 Natural Heritage – Part 9
 - 1.1.9 Marine Mammals – Part 10
 - 1.1.10 Species Management – Part 11
 - 1.1.11 Freshwater Fisheries – Part 12
 - 1.1.12 Marine Reserves – Part 13
 - 1.1.13 Pest Control – Part 14
 - 1.1.14 Resource Management Act 1991 – Part 15
 - 1.1.15 Visitor and Public Information – Part 16



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- 1.1.16 Concession Applications – Part 17
 - 1.1.17 Place Names – Part 18
 - 1.1.18 Statutory Land Management – Part 19
 - 1.1.19 Consultation – Part 20
 - 1.1.20 Contracting for Services – Part 21
 - 1.1.21 Protocol Review – Part 22
 - 1.1.22 Definitions – Part 23
 - 1.1.23 Provision of Information – Part 24
- 1.3 The governance entity has a responsibility in relation to the preservation, protection and management of natural and historic resources in the protocol area as kaitieki according to Rongowhakaata tikanga. The Department acknowledges this kaitiekitanga role and the burden of maintaining that role.
- 1.4 Rongowhakaata consider that this Protocol provides a process or opportunity by which the Crown seeks to restore its reputation as a Treaty partner

Section 4 Conservation Act and Department's Functions

- 1.5 Section 4 of the Conservation Act 1987 (the "Act") states that the Act shall be interpreted and administered as to give effect to the principles of the Treaty of Waitangi. Both the Department and governance entity are committed to establishing and maintaining a positive and collaborative relationship that gives effect to the principles of the Treaty of Waitangi. Those principles provide the basis for an ongoing relationship between the parties to the Protocol to achieve over time the conservation policies, actions and outcomes sought by both the governance entity and the Department.
- 1.6 The purpose of the Act is to enable the Department "to manage for conservation purposes, all land, and all other natural and historic resources" under that Act and to administer the statutes in the First Schedule to the Act (together, the "Conservation Legislation"). The Minister and Director-General, or their delegates, are required to exercise particular functions, powers and duties under that legislation.
- 1.7 A primary function of the Department is to manage for conservation purposes various lands, and natural and historic resources. As part of this, one of the Department's key aims is conserving the full range of New Zealand's ecosystems, maintaining or restoring the ecological integrity of managed sites, and ensuring the survival of threatened species, in particular those most at risk of extinction.



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2 PURPOSE OF THE PROTOCOL

- 2.1 The purpose of this Protocol is to assist the Department and the governance entity to exercise their respective responsibilities with the utmost co-operation to achieve over time the conservation policies, actions and outcomes sought by both.
- 2.2 This Protocol sets out a framework that enables the Department and the governance entity to establish a constructive working relationship that gives effect to section 4 of the Act. It provides for the governance entity to have meaningful input into certain policy, planning and decision-making processes in the Department's management of Crown conservation lands and fulfilment of statutory responsibilities within the DOC Protocol Area.
- 2.3 This Protocol also provides for the Department and the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust to establish a constructive working relationship in relation to sites that are important to Nga Uri o Te Kooti Rikirangi because of their significance in the life of Te Kooti Rikirangi.

3 DOC PROTOCOL AREA

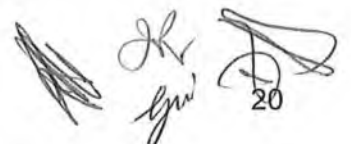
- 3.1 The Protocol applies across the DOC Protocol Area which means the area identified in the map included in Attachment A of this Protocol.

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section 24 of the [Rongowhakaata Claims Settlement Act 2011] (the "Settlement Legislation") and clause 6.10 of the Deed of Settlement. The provisions of the Settlement Legislation and the Deed of Settlement specifying the terms on which this Protocol is issued are set out in Attachment B of the Protocol.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Department shall establish and maintain effective and efficient communications with the governance entity on a continuing basis by:
- 5.1.1 maintaining information on the governance entity's office holders, and their addresses and contact details;
 - 5.1.2 appointing a primary departmental contact for the governance entity who will act as a liaison person with other departmental staff;
 - 5.1.4 providing reasonable opportunities for the governance entity to meet with departmental managers and staff;
 - 5.1.5 holding alternate meetings at the Area Office and a governance entity marae or other venue chosen by the governance entity to discuss issues that may have arisen every six months, unless otherwise agreed. The parties may also, led by the governance entity, arrange for an annual report back to the affiliate iwi and hapu of



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the governance entity in relation to any matter associated with the implementation of this Protocol; and

- 5.1.6 training relevant staff and briefing Conservation Board members on the content of the Protocol.
- 5.2 At the first meeting under clause 5.1.5 (which will occur within 12 months of the Settlement Date) the Department and governance entity will discuss implementation of the Protocol.
- 5.3 The Department and the governance entity shall, where relevant, inform conservation stakeholders about this Protocol and the Rongowhakaata settlement, and provide ongoing information as required.
- 5.4 The Department shall advise the governance entity of any departmental policy directions and the receipt of any research reports relating to matters of interest to Rongowhakaata, within the DOC Protocol Area, and provide copies of such documents to the governance entity to study those reports.
- 5.5 The Department shall invite the governance entity to participate in specific departmental projects, including education, volunteer and conservation events that may be of interest to Rongowhakaata.
- 5.6 The Department shall advise the governance entity of any upcoming relevant training opportunities within the DOC Protocol Area related to conservation management that may be of interest to Rongowhakaata.
- 5.7 The Department shall advise the governance entity of contestable funds that the Department services and administers relating to the protection of biodiversity, for example the Maturanga Kura Taiao Fund.
- 5.8 It is acknowledged that the relationship between the Department and the governance entity will also be through the Central Leadership Group established under clauses 6.31 to 6.37 of the Deed of Settlement.

Requests for Cultural/Spiritual Practices

- 5.9 When the Department requests cultural and/or spiritual practices to be undertaken by Rongowhakaata, within the DOC Protocol Area the Department will make a payment, subject to prior mutual agreement, on a fair and reasonable basis, towards the costs of undertaking such practices.

6 BUSINESS PLANNING

- 6.1 The Department's annual business planning process determines the Department's conservation work priorities.



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- 6.2 The Gisborne Whakatane Area Office Manager will meet with the governance entity on an annual basis to present a synopsis of the Department's proposed work programme as it relates to the DOC Protocol Area.
- 6.3 The Department shall provide opportunities for the governance entity to be involved in any relevant Conservation Management Strategy reviews or Management Plans, within the DOC Protocol Area.
- 6.4 The process for the governance entity to identify and/or develop specific projects for consideration by the Department is as follows:
- 6.4.1 the Department and the governance entity will on an annual basis identify priorities for undertaking specific projects requested by the governance entity. The identified priorities for the upcoming business year will be taken forward by the Department into its business planning process and considered along with other priorities;
 - 6.4.2 the decision on whether any specific projects will be funded in any business year will be made by the relevant Department Manager and East Coast Bay of Plenty Conservator after following the co-operative processes set out above;
 - 6.4.3 if the Department decides to proceed with a specific project requested by the governance entity the governance entity and the Department may 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
 - 6.4.4 if the Department decides not to proceed with a specific project it will communicate to the governance entity the factors that were taken into account in reaching that decision.
- 6.5 The Department will approach the governance entity with potential departmental projects in the DOC 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.

7 CULTURAL MATERIALS

- 7.1 For the purpose of this Protocol, cultural materials are plants, plant materials, and materials derived from animals, marine mammals or birds for which the Department is responsible within the DOC Protocol Area and which are important to the governance entity in maintaining and expressing its cultural values and practices.
- 7.2 Current legislation means that generally some form of concession or permit is required for any gathering and possession of cultural materials.
- 7.3 In relation to cultural materials, the Minister and/or Director-General shall:

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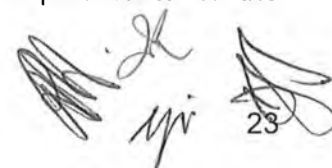
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- 7.3.1 consider and, where appropriate, approve, reasonable requests from the governance entity for access to and use of cultural materials within the DOC Protocol Area when required for cultural purposes, in accordance with the relevant legislation;
- 7.3.2 advise the governance entity when requests under clause 7.3.1 are not approved and the reasons for this;
- 7.3.3 consult the governance entity when a request is received from any person or entity for the use of cultural materials;
- 7.3.4 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;
- 7.3.5 assist, as far as reasonably practicable, the governance entity to obtain plant stock for propagation to reduce the need for plant stock to be gathered from land administered by the Department and to provide advice to the governance entity in the establishment of its own cultivation areas; and
- 7.3.6 provide, as far as reasonably practicable, ongoing advice to the governance entity for the management and propagation of the plant stock.
- 7.4 The Department and the governance entity shall discuss the development of procedures for monitoring levels of use of cultural materials in accordance with the relevant legislation and appropriate tikanga.

8 HISTORIC RESOURCES – WAHI TAPU

- 8.1 The governance entity consider that their wahi tapu and other places of cultural heritage significance are taonga (priceless treasures), and the Department will respect the great significance of these taonga by fulfilling the obligations contained in this clause of the Protocol.
- 8.2 The Department has a statutory role to conserve historic resources in protected areas and shall endeavour to do this for sites of significance to the governance entity in association with the governance entity and according to tikanga.
- 8.3 The Department accepts that non-disclosure of locations of places known to the governance entity may be an option that the governance entity chooses to take to preserve the wahi tapu nature of places. There may be situations where the governance entity will ask the Department to treat information it provides on wahi tapu sites in a confidential way.
- 8.4 The Department and the governance entity shall work together to establish processes for dealing with information on wahi tapu sites in a way that recognises both the management challenges that confidentiality can present and provides for the requirements of the governance entity.



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- 8.5 The Department shall work with the governance entity at the Area Office level to respect Rongowhakaata values attached to identified wahi tapu and other places of significance on lands administered by the Department by:
- 8.5.1 discussing with the governance entity, by the end of the second year of this Protocol being issued and on a continuing basis, practical ways in which Rongowhakaata can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the DOC Protocol Area;
 - 8.5.2 managing sites of historic significance to the governance entity according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning, as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1993, and in co-operation with the governance entity;
 - 8.5.3 informing the governance entity if taonga or koiwi are found within the DOC Protocol Area; and
 - 8.5.4 assisting in recording and protecting wahi tapu and other places of cultural significance to the governance entity where appropriate, to seek to ensure that they are not desecrated or damaged. For example, this may involve ensuring a new track does not traverse an area of particular sensitivity.
- 8.6 The Department shall work with the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust at the Area Office level, in relation to sites on lands administered by the Department that are important to Nga Uri o Te Kooti Rikirangi because of their significance in the life of Te Kooti Rikirangi, in accordance with clauses 8.1 to 8.5.4 above.
- 8.7 The trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust will provide the Department of Conservation with information identifying sites on public conservation land where Te Kooti Rikirangi had a notable historical role. This information may be amended or supplemented from time to time as necessary and practicable.
- 8.8 The Department of Conservation will seek and consider the views of the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust on historical interpretation material (including signs, publications and website information) that the Department produces or commissions, in relation to sites it manages, where this material refers to Te Kooti Rikirangi.

9 NATURAL HERITAGE

- 9.1 In recognition of the cultural, historic and traditional association of the governance entity with natural heritage resources found within the DOC Protocol Area for which the Department has responsibility, the Department shall:
- 9.1.1 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; and



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- 9.1.2 advise the governance entity of research projects and provide opportunities where reasonably practicable for the governance entity to participate in that research.

10 MARINE MAMMALS

- 10.1 Rongowhakaata has a tikanga responsibility, which is acknowledged by the Department, in relation to the preservation, protection and disposal of marine mammals within the DOC Protocol Area to ensure cultural protocols are observed in the interaction with and handling of these mammals.
- 10.2 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992. These provide for the establishment of marine mammal sanctuaries, for permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. 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. Under that Act 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.
- 10.3 The Protocol also aims at assisting the conservation of cetacean species by contribution to the collection of specimens and scientific data of national and international importance.
- 10.4 The Department believes that there are opportunities to meet the cultural interests of Rongowhakaata, and to facilitate the gathering of scientific information. This Protocol is intended to meet both needs by way of a co-operative approach to the management of whale strandings and to provide general guidelines for the management of whale strandings in the DOC Protocol Area, and for the recovery by Rongowhakaata, of bone and other material for cultural purposes from dead marine mammals.
- 10.5 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister. The Department will make every effort to inform the governance entity before any decision to euthanise.
- 10.6 Both the Department and Rongowhakaata, acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of any dead mammals, including their availability to the governance entity, will depend on the species.
- 10.7 The following species ("category 1 species") are known to strand most frequently on New Zealand shores. In principle these species should be available to the governance entity for the recovery of bone once scientific data and samples have been collected. If there are reasons why this principle should not be followed, they must be discussed between the parties to this Protocol. Category 1 species are:



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- 10.7.1 common dolphins (*Delphinus delphis*)
- 10.7.2 long-finned pilot whales (*Globicephala melas*)
- 10.7.3 sperm whales (*Physeter macrocephalus*).
- 10.8 The following species ("category 2 species") are either not commonly encountered in New Zealand waters, or may frequently strand here but are rare elsewhere in the world. For these reasons their scientific value has first priority. In most instances, bone from category 2 species will be made available to the governance entity after autopsy if requested:
- all baleen whales
 - short-finned pilot whale (*Globicephala macrorhynchus*)
 - beaked whales (all species, family Ziphiidae)
 - pygmy sperm whale (*Kogia breviceps*)
 - dwarf sperm whale (*Kogia simus*)
 - bottlenose dolphin (*Tursiops truncatus*)
 - Maui's dolphin (*Cephalorhynchus hectori maui*)
 - dusky dolphin (*Lagenorhynchus obscurus*)
 - Risso's dolphin (*Grampus griseus*)
 - spotted dolphin (*Stenella attenuata*)
 - striped dolphin (*Stenella coeruleoalba*)
 - rough-toothed dolphin (*Steno bredanensis*)
 - southern right whale dolphin (*Lissodelphis peronii*)
 - spectacled porpoise (*Australophocoena dioptrica*)
 - melon-headed whale (*Peponocephala electra*)
 - pygmy killer whale (*Feresa attenuata*)
 - false killer whale (*Pseudorca crassidens*)



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- killer whale (*Orcinus orca*)
 - any other species of cetacean previously unknown in New Zealand waters.
- 10.9 If the governance entity does not wish to recover the bone or otherwise participate the governance entity will notify the Department whereupon the Department will take responsibility for disposing of the carcass.
- 10.10 Because the in-situ recovery of bones involves issues relating to public safety, including the risk of infection from dead and decaying tissue, it needs to be attempted only by the informed and skilled. Governance entity bone recovery teams will also want to ensure that the appropriate cultural tikanga is understood and followed. However, both parties acknowledge that generally burial will be the most practical option.
- 10.11 Subject to the prior agreement of the Conservator, where disposal of a dead stranded marine mammal is carried out by the governance entity, the Department will meet the costs incurred up to the estimated costs which would otherwise have been incurred by the Department to carry out the disposal.
- 10.12 The Department will:
- 10.12.1 reach agreement with the governance entity on authorised key contact people who will be available at short notice to make decisions on the desire of the governance entity to be involved when there is a marine mammal stranding;
 - 10.12.2 promptly notify the key contact people of all stranding events;
 - 10.12.3 discuss, as part of the disposal process, burial sites and, where practical, agree sites in advance which are to be used for disposing of carcasses in order to meet all the health and safety requirements and to avoid the possible violation of Rongowhakaata tikanga; and
 - 10.12.4 consult with the governance entity in developing or contributing to research and monitoring of marine mammal populations within the DOC Protocol Area.

11 SPECIES MANAGEMENT

- 11.1 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.
- 11.2 In recognition of the cultural, spiritual, historical and/or traditional association of the governance entity with species found within the DOC Protocol Area for which the Department has responsibility, the Department shall in relation to any species that the governance entity may identify as important to them through the processes provided under clauses 5 and 6 of this Protocol:



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- 11.2.1 where a national recovery programme is being implemented within the DOC Protocol Area, where reasonably practicable, inform and provide opportunities for the governance entity to participate in that programme;
- 11.2.2 advise the governance entity in advance of any Conservation Management Strategy amendments or reviews or the preparation of any statutory or non-statutory plans, policies or documents that relate to the management of those species within the DOC Protocol Area;
- 11.2.3 where research and monitoring projects are being carried out by the Department within the DOC Protocol Area, where reasonably practicable provide the governance entity with opportunities to participate in those projects; and
- 11.2.4 advise the governance entity of the receipt of any completed research reports relating to any species within the DOC Protocol Area and provide copies of such reports to the governance entity.

12 FRESHWATER FISHERIES

- 12.1 Freshwater fisheries are managed under two sets of legislation: the Fisheries Act 1983 and 1996 (administered by the Ministry of Agriculture and Forestry) and the Act (administered by the Department). The Department's functions include the preservation of freshwater fisheries and habitats. The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Act.
- 12.2 The Department shall consult with the governance entity, and provide for its participation where reasonably practicable in the conservation and management (including research) of customary freshwater fisheries and freshwater fish habitats.
- 12.3 The Department shall work at the Gisborne Whakatane 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:
 - 12.3.1 seeking to identify areas for co-operation in advocacy, consistent with clause 15.3.1 of this Protocol, 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;
 - 12.3.2 consulting with the governance entity in developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements;
 - 12.3.3 considering the governance entity as a possible science provider or collaborator for research projects funded or promoted by the Department in the same manner as other potential providers or collaborators; and

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- 12.3.4 processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Act.

13 MARINE RESERVES

- 13.1 Marine Reserves are managed under the Marine Reserves Act 1971. The purpose of the Marine Reserves Act is to preserve for scientific study areas of New Zealand's territorial sea that contain underwater scenery, natural features or marine life of such distinctive quality, or which are so typical or beautiful or unique that their continued preservation is in the national interest.
- 13.2 Within the DOC Protocol Area, the Department will work at both the Conservancy and Area Office level to:
- 13.2.1 notify the governance entity prior to undertaking any investigative work towards an application by the Department, or upon receipt of any application by a third party, for the establishment of a marine reserve;
 - 13.2.2 provide the governance entity with any assistance it may request from the Department in the preparation of an application for the establishment of a marine reserve;
 - 13.2.3 provide the governance entity with all information, to the extent reasonably practicable, regarding any application by either the Department or a third party for the establishment of a marine reserve;
 - 13.2.4 seek input from the governance entity on any application for a marine reserve within the DOC Protocol Area and use reasonable efforts to address any concerns expressed by the governance entity;
 - 13.2.5 involve the governance entity in any marine protection planning forums affecting the DOC Protocol Area; and
 - 13.2.6 involve the governance entity in the management of any marine reserve created.

14 PEST CONTROL

- 14.1 A key objective and function of the Department is to prevent, manage and control threats to natural, historic and cultural heritage values from terrestrial, aquatic and marine pests. This is to be done in a way that maximises the value from limited resources available to do this work.
- 14.2 The Department shall:
- 14.2.1 seek and facilitate early consultation with the governance entity on pest control activities within the DOC Protocol Area, particularly in relation to the use of poisons;

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- 14.2.2 provide the governance entity with opportunities to review and assess programmes and outcomes; and
- 14.2.3 where appropriate, consider co-ordinating its pest control programmes with those of the governance entity when the governance entity is an adjoining landowner.

15 RESOURCE MANAGEMENT ACT 1991

- 15.1 The governance entity and the Department both have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 15.2 From time to time, the governance entity and the Department will seek to identify issues of likely mutual interest for discussion. It is recognised that the Department and the governance entity will continue to make separate submissions in any Resource Management Act processes.
- 15.3 In carrying out advocacy under the Resource Management Act 1991, the Department shall:
 - 15.3.1 discuss with the governance entity the general approach that may be taken by Rongowhakaata, and the Department in respect of advocacy under the Resource Management Act, and seek to identify their respective priorities and issues of mutual concern;
 - 15.3.2 have regard to the priorities and issues of mutual concern identified when the Department makes decisions in respect of advocacy under the Resource Management Act; and
 - 15.3.3 make resource information available to the governance entity (subject to clause 24) to assist in improving their effectiveness in resource management advocacy work.

16 VISITOR AND PUBLIC INFORMATION

- 16.1 The Department has a role to share knowledge about natural and historic heritage with visitors, to satisfy their requirements for information, increase their enjoyment and understanding of this heritage, and develop an awareness of the need for its conservation.
- 16.2 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, and the association of Rongowhakaata, with the land the Department administers within the DOC Protocol Area.
- 16.3 The Department shall work with the governance entity at the Area Office level to encourage respect for Rongowhakaata cultural heritage values by:

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- 16.3.1 seeking to raise public awareness of any positive conservation partnerships between the governance entity, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and
- 16.3.2 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, and
 - (b) consulting with the governance entity prior to the use of information about Rongowhakaata values for new interpretation panels, signs and visitor publications.

17 CONCESSION APPLICATIONS

- 17.1 By the end of the second year of this Protocol being issued and on a continuing basis, 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 Rongowhakaata.
- 17.2 In relation to the concession applications within the categories identified by the Department and governance entity under clause 17.1, the Minister will:
 - 17.2.1 encourage applicants to consult with the governance entity in the first instance;
 - 17.2.2 consult with the governance entity with regard to any applications or renewals of applications within the DOC Protocol Area, and seek the input of the governance entity by:
 - (a) providing for the governance entity to indicate within 2 working days whether an application for a One Off Concession has any impacts on Rongowhakaata 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 Rongowhakaata cultural, spiritual and historic values; and
 - (c) if the governance entity indicates that an application under clause 17.2.2(b) has any such impacts, allowing a reasonable specified timeframe (of at least a further 10 working days) for comment;
 - 17.2.3 when a concession is publicly notified, the Department will at the same time provide separate written notification to the governance entity;



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- 17.2.4 prior to issuing concessions to carry out activities on land managed by the Department within the DOC Protocol Area, and following consultation with the governance entity, the Minister will:
- (a) advise the concessionaire of the governance entity 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 Rongowhakaata; and
- 17.2.5 ensure when issuing and renewing 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 mentioned in clause 8.5.2.

18 PLACE NAMES

- 18.1 When Crown conservation areas in the DOC Protocol Area are to be named, the Department shall seek a recommendation from the governance entity on an appropriate name including its traditional and historic significance, or any other comment.

19 STATUTORY LAND MANAGEMENT

- 19.1 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. When such an appointment or vesting is contemplated for sites in the DOC Protocol Area, the Department will consult the governance entity.

20 CONSULTATION

- 20.1 Where the Department is required to consult under this Protocol, the basic principles that will be followed by the Department in consulting with the governance entity in each case are:
- 20.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;
 - 20.1.2 providing the governance entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the consultation;
 - 20.1.3 ensuring that sufficient time is given for the effective participation of the governance entity, 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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20.1.4 ensuring that the Department will 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.

20.2 Where the Department has consulted with the governance entity as specified in clause 20.1, the Department will report back to the governance entity on the decision made as a result of any such consultation.

21 CONTRACTING FOR SERVICES

21.1 Where appropriate, the Department will consider using the governance entity as a provider of professional services.

22 PROTOCOL REVIEW

22.1 The Department and Rongowhakaata will meet to review the implementation of this Protocol at least once a year, if requested by either party.

23 DEFINITIONS

23.1 In this Protocol:

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

Conservation Management Strategy has the same meaning as in 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;

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;

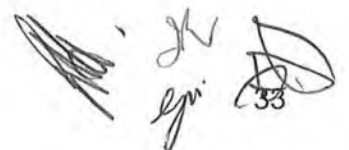
governance entity has the meaning given to it in the Deed of Settlement;

Kaitieki means environmental guardians;

Matauranga Kura Taiao Fund: refers to a contestable fund administered by the Department, which supports hapu/iwi initiatives to retain and promote traditional Rongowhakaata knowledge and its use in biodiversity management;

Nga Uri o Te Kooti Rikirangi has the meaning given to it in the Deed of Settlement;

One Off Concession means a concession granted under Part 3B of the Act for an activity that:



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- (a) does not require a lease or licence; and
- (b) is assessed as having very low effects; and
- (c) complies with all relevant legislation, the relevant Conservation Management Strategy and Conservation Management Plans; and
- (d) where relevant, has clearly defined numbers of trips and/or landings; and
- (e) does not involve permanent structures; and
- (f) does not have a duration of more than three months; and
- (g) does not take place more than twice in any given six month period;

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

Rongowhakaata has the meaning set out in clause 9.5 of the Deed of Settlement; and

Rongowhakaata Tikanga refers to Rongowhakaata values, attitudes and practices mai i o matau matua tipuna that contribute to the preservation, protection and enhancement of nga taonga tuku iho a Rongowhakaata;

Settlement Date means the date that is 20 business days after the date on which the Settlement Legislation comes into force;

Taonga refers to any artefact or object that is associated with Rongowhakaata culture or identity;

Tikanga refers to Maori traditional customs; and

trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust has the meaning given to it in the Deed of Settlement.

24 PROVISION OF INFORMATION

Where the Department is to provide information to the governance entity under this Protocol, this information will be provided subject to the provisions of the Official Information Act 1982 and the Privacy Act 1993.



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ISSUED on

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SOVEREIGN in right of
New Zealand by the Minister of
Conservation:

WITNESS

Name:

Occupation:

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ATTACHMENT A: DOC PROTOCOL AREA



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ATTACHMENT B: 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 24).

2. Noting

2.1 A summary of the terms of this Protocol must be noted in the Conservation Documents affecting the DOC 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 Act or the National Parks Act 1980 (section 27).

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 25); or

3.1.2 restrict the responsibilities of the Minister or the Department or the legal rights of Rongowhakaata (section 25); or

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

(a) the common marine and coastal area (as defined in section 7(1) of the Marine and Coastal Area (Takutai Moana) Act 2011); or

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

(c) flora or fauna managed or administered under the Conservation Legislation (section 27).



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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 26).
- 4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 6.13).



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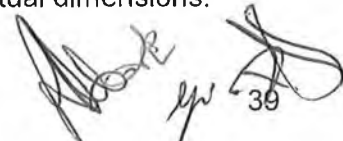
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2: PROTOCOLS: FISHERIES PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES REGARDING INTERACTION WITH RONGOWHAKAATA ON FISHERIES ISSUES

1 INTRODUCTION

- 1.1 The Crown, through the Minister and the Director General, recognises that Rongowhakaata as tangata whenua are entitled to have input and participation in fisheries planning processes that affect fish stocks in the Rongowhakaata Fisheries Protocol Area (the "**Fisheries Protocol Area**") and that are managed by the Ministry of Agriculture and Forestry (the "**Ministry**") under the Fisheries Act 1996.
- 1.2 Rongowhakaata has a special relationship with all species of fish, aquatic life and seaweed found within the Fisheries Protocol Area, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.
- 1.3 Under the Deed of Settlement dated [*insert date*] between Rongowhakaata, the Governance Entity and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Fisheries (the "**Minister**") would issue a Fisheries Protocol (the "**Fisheries Protocol**") setting out how the Ministry will interact with the Governance Entity in relation to matters specified in the Fisheries Protocol. These matters are:
 - 1.3.1 recognition of the interests of Rongowhakaata in all species of fish, aquatic life or seaweed that exist within the Fisheries Protocol Area that are subject to the Fisheries Act 1996;
 - 1.3.2 input into and participation in the Ministry's national fisheries plans;
 - 1.3.3 iwi fisheries plan;
 - 1.3.4 participation in iwi fisheries forums;
 - 1.3.5 customary non-commercial fisheries management;
 - 1.3.6 contracting for services;
 - 1.3.7 employment of Ministry staff with customary non-commercial fisheries responsibilities;
 - 1.3.8 information exchange;
 - 1.3.9 rahui; and
 - 1.3.10 changes to policy and legislation affecting this Fisheries Protocol.
- 1.4 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of the iwi of Rongowhakaata who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Rongowhakaata has a responsibility in relation to the preservation, protection, and management of its customary non-commercial fisheries in the Fisheries Protocol Area. This is inextricably linked to whakapapa and has important cultural and spiritual dimensions.



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2: PROTOCOLS: FISHERIES PROTOCOL

- 1.5 The obligations of the Ministry in respect of fisheries are to ensure sustainability, to meet Te Tiriti o Waitangi/the Treaty of Waitangi and international obligations, to enable efficient resource use, and to ensure the integrity of fisheries management systems.
- 1.6 The Ministry and Rongowhakaata 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 this Fisheries Protocol. The relationship created by this Fisheries Protocol is intended to assist the parties to exercise their respective responsibilities with the utmost cooperation to achieve over time the outcomes sought by both. Rongowhakaata consider that this Fisheries Protocol provides a process or opportunity by which the Crown seeks to restore its reputation as a Treaty partner.
- 1.7 The Minister and the Director General of the Ministry (the "**Director General**") have certain functions, powers and duties in terms of the Fisheries Legislation. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Rongowhakaata and the Ministry consistent with the Ministry's obligations as set out in clause 1.5, this Fisheries Protocol sets out how the Ministry, the Minister and the Director General will exercise their functions, powers and duties in relation to matters set out in this Fisheries Protocol. In accordance with this Fisheries Protocol, the Governance Entity will have the opportunity for meaningful input into the policy and planning processes relating to the matters set out in this Fisheries Protocol.
- 1.8 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapu of Rongowhakaata or with another iwi or hapu with interests inside the Fisheries Protocol Area on matters that could affect the interests of Rongowhakaata.

2 FISHERIES PROTOCOL AREA

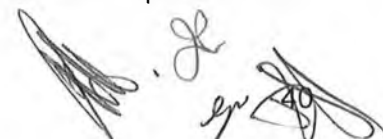
- 2.1 This Fisheries Protocol applies across the Fisheries Protocol Area which means the area identified in the map included as Attachment A of this Fisheries Protocol.

3 TERMS OF ISSUE

- 3.1 This Fisheries Protocol is issued pursuant to section 24 of the [Rongowhakaata Claims Settlement Act 2011] (the "**Settlement Legislation**") and clause 6.10 of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Fisheries 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 agree a strategy to implement this Fisheries Protocol within 12 months of this Fisheries Protocol being issued. The strategy may include:
- 4.1.1 any matters raised in this Fisheries Protocol;
- 4.1.2 reporting processes to be put in place, for example an annual report to be provided by the Ministry to the Governance Entity;
- 4.1.3 the development of an implementation plan that sets out the Ministry's obligations to the Governance Entity arising from this Fisheries Protocol. The implementation



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2: PROTOCOLS: FISHERIES PROTOCOL

plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and

- 4.1.4 review processes for this Fisheries Protocol.
- 4.2 The implementation strategy described in clause 4.1 of this Fisheries 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 Fisheries Protocol Area.
- 4.4 The Ministry will:
 - 4.4.1 consult and involve the Governance Entity in the training of relevant staff on this Fisheries Protocol and provide on-going training as required; and
 - 4.4.2 as far as reasonably practicable, inform fisheries stakeholders about this Fisheries Protocol and the Deed of Settlement, and provide on-going information as required.

5 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S FISHERIES PLANS

- 5.1. Rongowhakaata are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed that affect the Fisheries Protocol Area. The Ministry's national fisheries plans will reflect the high level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits, research and compliance services) that are required to meet these goals and outcomes.
- 5.2. Rongowhakaata input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause 6, which the Ministry must have particular regard to when developing fisheries plans that relate to the Fisheries Protocol Area.
- 5.3. Where it is intended that any sustainability measures will be set or varied that relate to the Fisheries Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Rongowhakaata is provided for. This will include consulting the Governance Entity on those proposed sustainability measures.

6 IWI FISHERIES PLAN

- 6.1 The Governance Entity, in consultation with the Rongowhakaata Charitable Trust (**mandated iwi organisation**), will develop an iwi fisheries plan that relates to the Fisheries Protocol Area.



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2: PROTOCOLS: FISHERIES PROTOCOL

- 6.2 The Ministry will assist the Governance Entity, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Fisheries Protocol Area.
- 6.3 The Ministry and the Governance Entity agree that the iwi fisheries plan will address:
- 6.3.1 the objectives of Rongowhakaata for the management of their customary, commercial, recreational, and environmental interests in fisheries resources within the Fisheries Protocol Area;
 - 6.3.2 how Rongowhakaata will exercise kaitiakitanga in the Fisheries Protocol Area;
 - 6.3.3 how the Governance Entity will participate in fisheries planning processes in the Fisheries Protocol Area; and
 - 6.3.4 how the customary, commercial and recreational fishing interests of the Governance Entity will be managed in an integrated way.
- 6.4 The Ministry and the Governance Entity agree to meet, within 12 months of this Fisheries Protocol being issued, to discuss:
- 6.4.1 the content of the fisheries management plan, including how the plan will legally express, protect and recognise the mana of Rongowhakaata me ona tikanga; and
 - 6.4.2 ways in which the Ministry will work with the Governance Entity to develop and review the fisheries plan.

7 PARTICIPATION IN IWI FISHERIES FORUMS

- 7.1 The Ministry will provide opportunities for Rongowhakaata to have input and participate in Fisheries Forums relating to the Fisheries Protocol Area, where the Ministry will engage with parties including iwi on fisheries management activities. The Ministry will provide assistance, within the available resources, to develop forum fisheries plans.

8 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 8.1 The Ministry undertakes to provide the Governance Entity with such information and assistance (within its resource capabilities) 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:
- 8.1.1 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Fisheries Protocol Area;
 - 8.1.2 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area; and
 - 8.1.3 training the appropriate representatives of Rongowhakaata to enable them to administer and implement the Fisheries (Kaimoana Customary Fishing) Regulations 1998, including any specific Ministry training programmes.



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2: PROTOCOLS: FISHERIES PROTOCOL

9 CENTRAL LEADERSHIP GROUP

- 9.1 It is acknowledged that the relationship between the Ministry and the Governance Entity will also be through the Central Leadership Group as provided for in clauses 6.31 to 6.37 of the Deed of Settlement. The purpose of the Central Leadership Group is to:
- 9.1.1 provide Turanganui a Kiwa with a forum to engage with central government departments into the future; and
 - 9.1.2 ensure that the principles of Te Tiriti o Waitangi/the Treaty of Waitangi are implemented in a co-ordinated manner within the Turanga region to the extent consistent with relevant legislation.

10 CONTRACTING FOR SERVICES

- 10.1 The Ministry will consult with the Governance Entity in respect of any contract for the provision of services that may impact on the management of customary fisheries within the Fisheries Protocol Area, if the Ministry is proposing to enter into such a contract.
- 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 Rongowhakaata , and may be achieved by one or more of the following:
- 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 10.2.3 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 Rongowhakaata in relation to the Fisheries 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 Rongowhakaata, 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.



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2: PROTOCOLS: FISHERIES PROTOCOL

12 CONSULTATION

- 12.1 Where the Ministry is required to consult in relation to this Fisheries Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity will be consistent with Te Tiriti o Waitangi/the Treaty of Waitangi principles by respecting and upholding the mana of Rongowhakaata which includes Rongowhakaata tikanga, and in all cases will include:
- 12.1.1 ensuring that the Governance Entity is contacted 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 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 decision making process including the preparation of submissions in relation to any of the matters that are the subject of the consultation; and
 - 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, 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 RAHUI

- 13.1 The Ministry recognises that Rongowhakaata tikanga such as rahui guides traditional use and management practice of Rongowhakaata and supports their rights to practice their tikanga.
- 13.2 Rongowhakaata believe that tikanga such as rahui is an effective expression of best practice fish management, and wish to explore with the Ministry how such tikanga can be given legal effect through regulation.
- 13.3 Rongowhakaata undertakes to inform the Ministry of the placing and the lifting of a rahui by Rongowhakaata over their customary fisheries, and also the reasons for the rahui.
- 13.4 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rahui has been applied, to the extent that such groups exist, of the placing and the lifting of a rahui by Rongowhakaata, over their customary fisheries.
- 13.5 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rahui proposed by Rongowhakaata over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rahui placed in the event of a drowning.



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2: PROTOCOLS: FISHERIES PROTOCOL

14 INFORMATION EXCHANGE

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

15 PAYMENT OF COSTS

- 15.1 Should Rongowhakaata agree to undertake cultural and/or spiritual practices within the Fisheries Protocol Area upon a formal written request by the Ministry, the Ministry will make a payment to the Governance Entity for the costs of undertaking those practices on an actual and reasonable basis.

16 DISPUTE RESOLUTION

- 16.1 If either the Ministry or the Governance Entity considers there has been a problem with the implementation of this Fisheries 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 Fisheries Protocol:
- 16.1.1 within 15 working days of being given written notice, the relevant contact persons from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue;
- 16.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 16.1, the Director General of the Ministry and representative of the Governance Entity will meet to work in good faith to resolve the issue;
- 16.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses 16.1.1 and 16.1.2 having been followed, the Ministry and Governance Entity may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.
- 16.2 In the context of any dispute that has been initiated under clause 16.1, the Ministry and the Governance Entity will place utmost importance on the fact that the Ministry and Rongowhakaata are, in accordance with clause 1.6 of this Fisheries Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/the 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.



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2: PROTOCOLS: FISHERIES PROTOCOL

17 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS FISHERIES PROTOCOL

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

18 DEFINITIONS

- 18.1 In this Fisheries 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, 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 has the meaning given to it in the Deed of Settlement;

mandated iwi organisation has the meaning given to that term in section 5 of the Maori Fisheries Act 2004;

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

Rongowhakaata has the meaning given to it in the Deed of Settlement; and

Settlement Date means the date that is 20 business days after the date on which the Settlement Legislation comes into force.

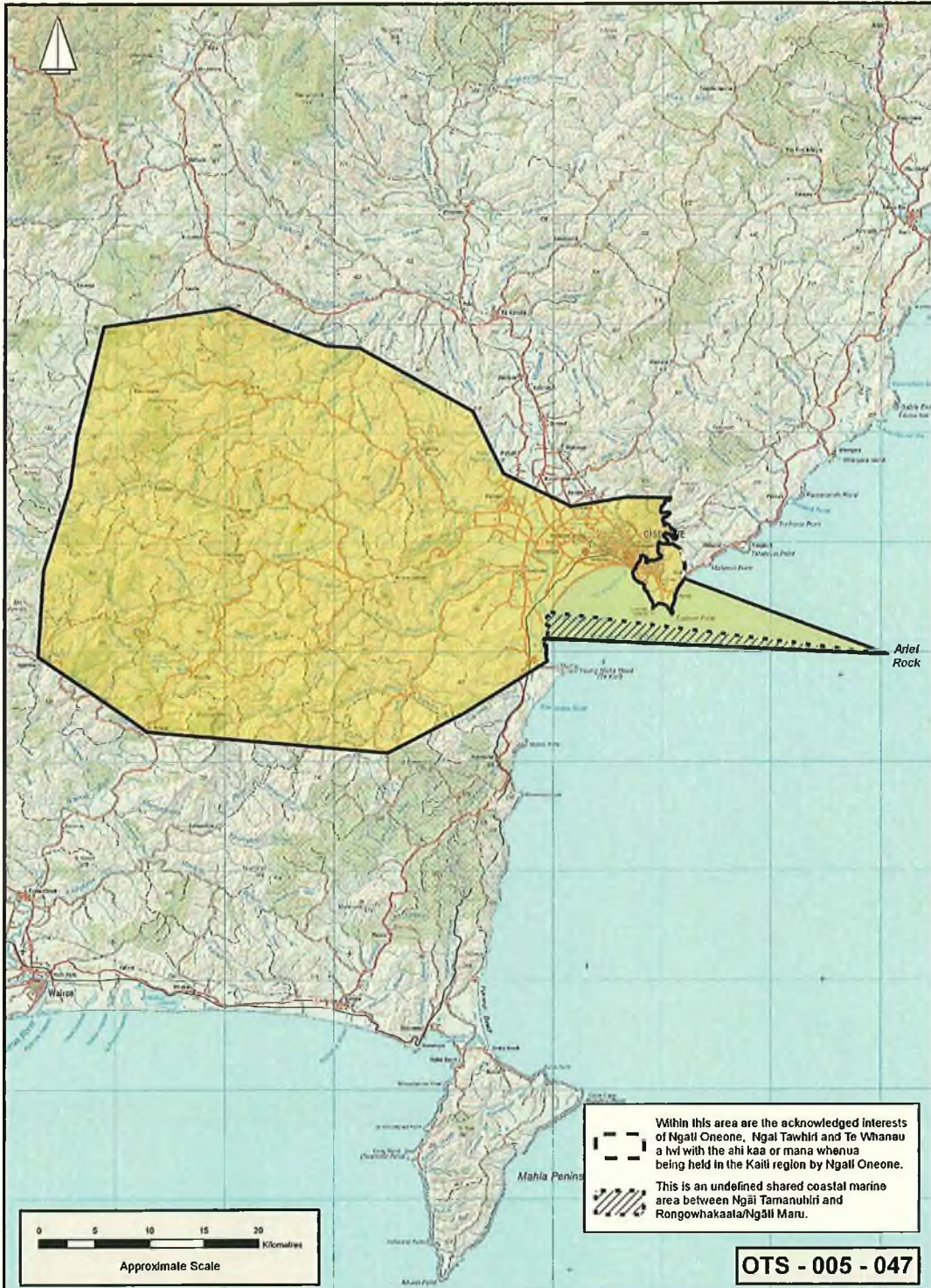




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2: PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT A: FISHERIES PROTOCOL AREA



 Within this area are the acknowledged interests of Ngati Oneone, Ngai Tawhiri and Te Whanau a hui with the ahi kaa or mana whenua being held in the Kaiti region by Ngai Oneone.
 This is an undefined shared coastal marine area between Ngai Tamanuhiri and Rongowhakaata/Ngai Maru.

OTS - 005 - 047


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

Fisheries Protocol
 Areas referred to in the deed of settlement between Rongowhakaata and the Crown

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


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2: PROTOCOLS: FISHERIES PROTOCOL

ATTACHMENT B: TERMS OF ISSUE

This Fisheries 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 Fisheries Protocol, but only after consulting with the Governance Entity and having particular regard to its views (section 24).

2. Noting

2.1 A summary of the terms of this Fisheries Protocol must be noted in the fisheries plans affecting the Fisheries 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 28).

3. Limits

3.1 This Fisheries 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 25); or

3.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Rongowhakaata (section 25); 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 28).



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2: PROTOCOLS: FISHERIES PROTOCOL

4. Breach

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Fisheries Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 26).
- 4.2 A breach of this Fisheries Protocol is not a breach of the Deed of Settlement (clause 6.13).



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2: PROTOCOLS: TAONGA TUTURU PROTOCOL

<p style="text-align: center;">TAONGA TUTURU PROTOCOL A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH RONGOWHAKAATA ON SPECIFIED ISSUES</p>

1 INTRODUCTION

1.1 Under the Deed of Settlement dated xx between Rongowhakaata, the governance entity and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister for Arts, Culture and Heritage (the "Minister") would issue a protocol (the "Protocol") setting out how the Minister and the Chief Executive for Manatu Taonga, also known as the Ministry for Culture and Heritage (the "Chief Executive") will interact with the governance entity on matters specified in the Protocol. These matters are:

1.1.1 Protocol Area – Part 2

1.1.2 Terms of issue – Part 3

1.1.3 Implementation and communication – Part 4

1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5

1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6

1.1.6 Rongowhakaata relationship with Te Papa Tongarewa – Part 7

1.1.7 Effects on Rongowhakaata interests in the Protocol Area – Part 8

1.1.8 Registration as collectors of Nga Taonga Tuturu – Part 9

1.1.9 Relationship with Creative New Zealand – Part 10

1.1.10 Relationship with Historic Places Trust – Part 11

1.1.11 Board Appointments – Part 12

1.1.12 National Monuments, War Graves and Historical Graves – Part 13

1.1.13 History publications relating to Rongowhakaata – Part 14

1.1.14 History publications relating to Te Kooti Rikirangi – Part 15

1.1.15 Cultural and/or Spiritual Practices and Tendering – Part 16

1.1.16 Consultation – Part 17

1.1.17 Changes to legislation affecting this Protocol –Part 18

1.1.18 Dispute resolution – Part 19

1.1.19 Definitions – Part 20



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2: PROTOCOLS: TAONGA TUTURU PROTOCOL

- 1.2 For the purposes of this Protocol the governance entity is the body representative of the iwi of Rongowhakaata who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as representative of the tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.3 Where any matter arises under this Protocol which relates specifically to Te Kooti Rikirangi, whether specifically provided for or otherwise, the matter shall be referred to the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust as the representatives of the descendants of Te Kooti Rikirangi, and copied to the governance entity.
- 1.4 Manatu Taonga, also known as the Ministry for Culture and Heritage (the "Ministry") and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol. Rongowhakaata considers that this Protocol provides a process or opportunity by which the Crown seeks to restore its reputation as a Treaty partner.
- 1.5 The purpose of the Protected Objects Act 1975 (the "Act") is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tuturu, and by establishing and recording the ownership of Nga Taonga Tuturu found after the commencement of the Act, namely 1 April 1976.
- 1.6 The Minister and Chief Executive have certain roles in terms of the matters mentioned in clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in clause 1.1.

2 PROTOCOL AREA

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

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section 24 of the [Rongowhakaata Claims Settlement Act 2011] ("the Settlement Legislation") that implements the Rongowhakaata Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

4 IMPLEMENTATION AND COMMUNICATION

- 4.1 The Chief Executive will maintain effective communication with the governance entity by:
 - 4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;



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2: PROTOCOLS: TAONGA TUTURU PROTOCOL

- 4.1.4 meeting with the governance entity to review the implementation of this Protocol at least once a year, if requested by either party;
- 4.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol;
- 4.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
- 4.1.7 including a copy of the Protocol with the governance entity on the Ministry's website.

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

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



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2: PROTOCOLS: TAONGA TUTURU PROTOCOL

Applications for Ownership

- 5.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tuturu found within the Protocol Area or identified as being of Rongowhakaata origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Maori Land Court for an order confirming ownership of the Taonga Tuturu.
- 5.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Maori Land Court for an order confirming ownership of the Taonga Tuturu.
- 5.4 If the competing claims for ownership of any Taonga Tuturu found within the Protocol Area or identified as being of Rongowhakaata origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Maori Land Court for determination of ownership of the Taonga Tuturu.

Applications for Custody

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

Export Applications

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

6 THE ROLE OF THE MINISTER UNDER THE ACT

- 6.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert



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Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:

- 6.1.1 refuse permission to export any Taonga Tuturu, or Nga Taonga Tuturu, from New Zealand; or
 - 6.1.2 impose conditions on the approval to export any Taonga Tuturu, or Nga Taonga Tuturu, from New Zealand.
- 6.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tuturu where the governance entity was consulted as an Expert Examiner.

7 RONGOWHAKAATA RELATIONSHIP WITH TE PAPA TONGAREWA

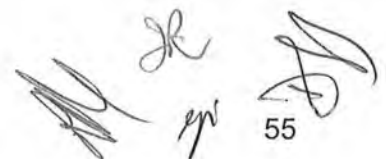
- 7.1 The Ministry acknowledges the aspiration of Rongowhakaata for Te Hau ki Turanga to be returned by the Crown to a suitable environment in Turanga by 2017.
- 7.2 The Chief Executive will ask Te Papa Tongarewa to develop a relationship agreement with the governance entity and to lead a programme of work involving Rongowhakaata and the Ministry, to scope and decide future options for Te Hau ki Turanga, including an option of relocation to Turanga as a part of a regional initiative.
- 7.3 The Chief Executive will write a letter to Rongowhakaata outlining how the Regional Museums Policy operates and how the Ministry will resource Rongowhakaata participation in the programme of work.
- 7.4 The Chief Executive will ask Te Papa Tongarewa to compile a full inventory of Taonga Tuturu held by Te Papa Tongarewa which are of cultural, spiritual and historical importance to Rongowhakaata.
- 7.5 Associated costs and/or additional resources required to complete the obligations under clause 7.4 will be funded by Te Papa Tongarewa, as resources allow.

8 EFFECTS ON RONGOWHAKAATA INTERESTS IN THE PROTOCOL AREA

- 8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Rongowhakaata interests in the Protocol Area.
- 8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Rongowhakaata interests in the Protocol Area.
- 8.3 Notwithstanding clauses 8.1 and 8.2 above the Chief Executive and governance entity shall meet to discuss Rongowhakaata interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9 REGISTRATION AS COLLECTORS OF NGA TAONGA TUTURU

- 9.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tuturu.
- 9.2 The Chief Executive will register the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust as a Registered Collector of Taonga Tuturu.



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10 RELATIONSHIP WITH CREATIVE NEW ZEALAND

- 10.1 Rongowhakaata has a strategic vision for its cultural identity that includes the preservation, development and transmission of its cultural heritage, traditions and arts. The governance entity wishes to explore the mutual benefits of a relationship with Arts Council of New Zealand Toi Aotearoa (Creative New Zealand). The Chief Executive will invite Creative New Zealand to initiate discussions with the governance entity.

11 RELATIONSHIP WITH HISTORIC PLACES TRUST

- 11.1 Rongowhakaata has a strategic vision for its cultural identity that includes the preservation, development and transmission of its cultural heritage, traditions and arts. The governance entity wishes to explore the mutual benefits of a relationship with the New Zealand Historic Places Trust. The Chief Executive will invite the New Zealand Historic Places Trust to initiate discussions with the governance entity.

12 BOARD APPOINTMENTS

- 12.1 The Chief Executive shall as soon as reasonably practical:
- 12.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister appoints to;
 - 12.1.2 add the governance entity's nominees onto the Ministry's Nomination Register for Boards, which the Minister appoints to; and
 - 12.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister appoints to, where these are publicly notified.

13 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 13.1 The Chief Executive shall seek and consider the views of the governance entity on any national monument, war grave, historical grave or urupa, managed or administered by the Ministry, which specifically relates to Rongowhakaata interests.
- 13.2 The Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's Heritage Management Guidelines 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).
- 13.3 Specifically, the Chief Executive will work with Rongowhakaata to develop and implement a plan within 12 months of the issue of the Protocol to ensure:
- 13.3.1 that the graves of Rongowhakaata casualties of the New Zealand Wars, buried on the Chatham Islands, are marked and a whakawatea process performed to bless the area; and
 - 13.3.2 that those casualties are returned to Rongowhakaata whether physically or spiritually; and
 - 13.3.3 that a memorial is erected at Wharekauri.



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2: PROTOCOLS: TAONGA TUTURU PROTOCOL

14 HISTORY PUBLICATIONS RELATING TO RONGOWHAKAATA

14.1 The Chief Executive shall:

14.1.1 provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Rongowhakaata and will supply these on request; and

14.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that deals substantially with Rongowhakaata:

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

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

15 HISTORY PUBLICATIONS RELATING TO TE KOOTI RIKIRANGI

15.1 The Chief Executive shall:

15.1.1 provide the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust with a list and copies of all history publications commissioned or undertaken by the Ministry that relate substantially to Te Kooti Rikirangi and will supply these on request;

15.1.2 where reasonably practicable, consult with the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust on any work the Ministry undertakes that deals substantially with Te Kooti Rikirangi:

- (a) from an early stage;
- (b) throughout the process of undertaking the work; and
- (c) before making the final decision on the material of a publication;

15.1.3 with the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust, work together to agree guidelines for the application of clauses 15.1.1 and 15.1.2 within six months of the signing of the Protocol;

15.1.4 seek the agreement of the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust to any reference in the publication to the process undertaken pursuant to clause 15.1.2; and

15.1.5 not make reference to the process undertaken pursuant to clause 15.1.2 where no agreement to such a reference has been given by the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust.

15.2 The trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust accept that, subject to clause 15.1.5, the author, after genuinely considering the submissions and/or views of, and



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confirming and correcting any factual mistakes identified by, the trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust, is entitled to make the final decision on the material of the historical publication.

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

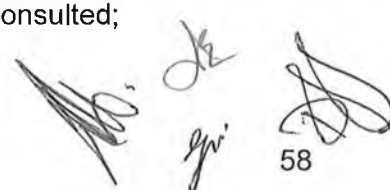
- 16.1 When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Rongowhakaata within the Protocol Area, the Chief Executive will make a payment, subject to prior mutual agreement, on a fair and reasonable basis to the costs of undertaking such practices.
- 16.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services.
- 16.3 The procurement by the Chief Executive of any such services set out in clauses 16.1 and 16.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

17 CONSULTATION

- 17.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:
- 17.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable once the issue or proposal for consultation has been identified by the Chief Executive;
- 17.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 17.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
- 17.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and
- 17.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

18 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

- 18.1 If the Chief Executive consults with Maori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive shall:
- 18.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Maori generally will be consulted;



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- 18.1.2 make available to the governance entity the information provided to Maori as part of the consultation process referred to in this clause; and
- 18.1.3 report back to the governance entity on the outcome of any such consultation.

19 DISPUTE RESOLUTION

- 19.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other that they are in dispute. The following process shall be undertaken once notice is received by either party to this Protocol:
- 19.1.1 within 15 working days of being given written notice, the relevant contact person from the Ministry and the governance entity will meet to work in good faith to resolve the issue;
- 19.1.2 if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 19.1.1, the Chief Executive and a representative of the governance entity will meet to work in good faith to resolve the issue;
- 19.1.3 if the dispute has still not been resolved within 30 working days of receipt of the notice referred to in clause 19.1.1, and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and a representative appointed by the trustees of the governance entity will meet to work in good faith to resolve the issue. The parties recognise that this clause is subject to clause 3.1 of this Protocol.

20 DEFINITIONS

- 20.1 In this Protocol:

Chief Executive means the Chief Executive of Manatu Taonga, also known as the Ministry for Culture and Heritage and includes any authorised employee of Manatu Taonga, also known as the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive;

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

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

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

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

governance entity has the meaning given to it in the Deed of Settlement;



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2: PROTOCOLS: TAONGA TUTURU PROTOCOL

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

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

Rongowhakaata has the meaning set out in clause 9.5 of the Deed of Settlement;

Taonga Tuturu has the same meaning as in section 2 of the Act and means an object that —

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

trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust has the meaning given to it in the Deed of Settlement.

ISSUED on

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

WITNESS

Name:

Occupation:

Address:

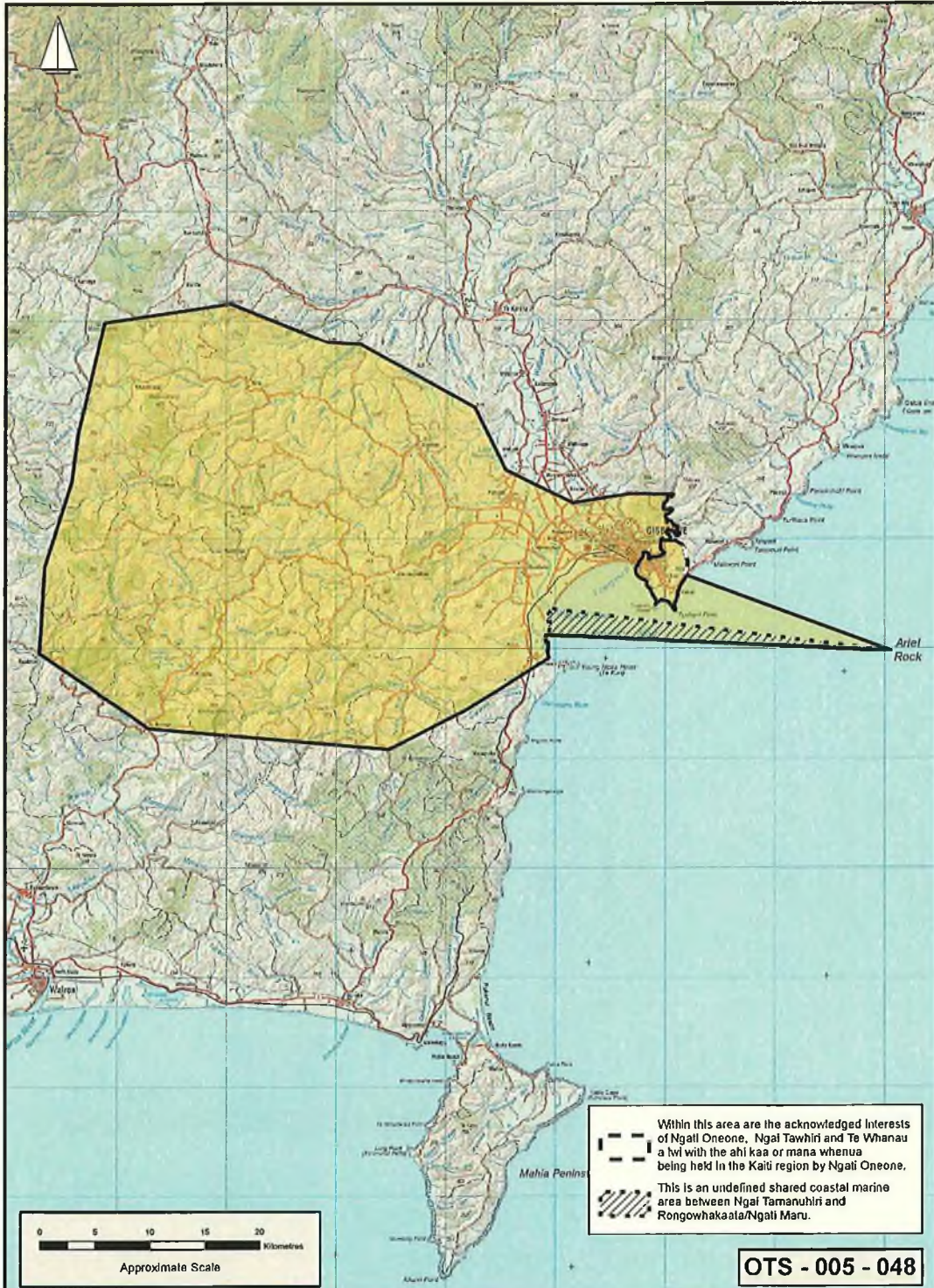




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ATTACHMENT A: PROTOCOL AREA



 Within this area are the acknowledged interests of Ngali Oneone, Ngali Tawhiri and Te Whanau a hui with the ahi kaa or mana whenua being held in the Kaiti region by Ngali Oneone.
 This is an undefined shared coastal marine area between Ngali Tamanuhiri and Rongowhakaata/Angali Maru.

OTS - 005 - 048


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

Taonga Tuturu Protocol

Areas referred to in the deed of settlement between Rongowhakaata and the Crown

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



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2: PROTOCOLS: TAONGA TUTURU PROTOCOL

ATTACHMENT B: 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 with the governance entity and having particular regard to its views (section 24).

2. Limits

- 2.1 This Protocol does not –

2.1.1 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 25); or

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of Rongowhakaata (section 25); or

2.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to, taonga tuturu (section 30).

3. Breach

- 3.1 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 26).

- 3.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause 6.13).



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2: PROTOCOLS: CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH RONGOWHAKAATA BY THE MINISTRY OF ECONOMIC DEVELOPMENT ON THE ADMINISTRATION OF CROWN MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Rongowhakaata, the Governance Entity and the Crown (the "**Deed of Settlement**"), the Crown agreed that the Minister of Energy and Resources (the "**Minister**") would issue a Protocol (the "**Crown Minerals Protocol**") setting out how the Ministry of Economic Development (the "**Ministry**") will consult with the Governance Entity on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and Rongowhakaata are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. Rongowhakaata considers that this Crown Minerals Protocol provides a process or opportunity by which the Crown seeks to restore its reputation as a Treaty partner.
- 1.3 The purpose of the Crown Minerals Act 1991 (the "**Act**") is to restate and reform the law relating to the management of Crown minerals. Section 4 of the Act requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.4 The Minister is responsible under the Act for the preparation of mineral programmes, the grant of minerals permits, and monitoring the effect and implementation of minerals programmes and minerals permits. The Ministry administers the Act on behalf of the Minister.
- 1.5 This Crown Minerals Protocol will affect the Ministry's administration of Crown minerals under the Act in the Crown Minerals Protocol Area.

2 PURPOSE OF THIS CROWN MINERALS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Rongowhakaata and the Ministry in relation to mineral resources administered in accordance with the Act in the Crown Minerals Protocol Area, this Crown Minerals Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Crown Minerals Protocol.
- 2.2 In addition to the Minister and Secretary's obligations set out in this Crown Minerals Protocol, the Ministry will provide the Governance Entity with the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Crown Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 OWNERSHIP OF MINERALS

3.1 Rongowhakaata:

- 3.1.1 asserts that Rongowhakaata maintain, in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the mineral resources and taonga in their rohe; and



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- 3.1.2 records that they consider there has been a derogation of their ownership of mineral resources by the Crown and that this is a serious Treaty breach.
- 3.2 The Minister acknowledges that Rongowhakaata assert that they maintain, in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the mineral resources within the Crown Minerals Protocol Area.
- 3.3 The Crown asserts ownership of minerals under the Act and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Act provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Act reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of petroleum and minerals other than petroleum in the Crown Minerals Protocol Area is prescribed under the Act.

4 CROWN MINERALS PROTOCOL AREA

- 4.1 This Crown Minerals Protocol applies across the Crown Minerals Protocol Area which means the area identified in the map included in Attachment A of this Crown Minerals Protocol together with the adjacent waters.

5 TERMS OF ISSUE

- 5.1 This Crown Minerals Protocol is issued pursuant to section 24 of the [Rongowhakaata Claims Settlement Act 2011] (the "**Settlement Legislation**") that implements clause 6.10 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 5.2 This Crown Minerals Protocol must be read subject to the terms of issue set out in Attachment B.

6 CONSULTATION

- 6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with relevant iwi and hapu on matters set out in the Act and the relevant minerals programmes. The Minister will ensure that the Governance Entity is consulted by the Ministry in accordance with the Act, the relevant minerals programmes, and the Crown Minerals Protocol, on the following matters:

New minerals programmes

- 6.1.1 on the preparation of new minerals programmes which relate, whether wholly or in part, to the Crown Minerals Protocol Area;

Petroleum exploration permit block offers

- 6.1.2 during the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Crown Minerals Protocol Area. This will include:



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- (a) outlining the proposals for holding the block offer, and consulting with the Governance Entity on these proposals over the consultation period set out in the relevant minerals programme; and
- (b) holding face to face meetings, if the Governance Entity and the Crown consider it appropriate.

Other petroleum exploration permit applications

- 6.1.3 when any application for a petroleum exploration permit is received, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1.2;

Amendments to petroleum exploration permits

- 6.1.4 when any application to amend a petroleum exploration permit, by extending the land to which the permit relates, is received where the application relates, wholly or in part, to the Crown Minerals Protocol Area;

Permit block offers for Crown minerals other than petroleum

- 6.1.5 on the planning of a competitive tender allocation of a permit block for Crown minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Crown Minerals Protocol Area;

Other permit applications for Crown minerals other than petroleum

- 6.1.6 when any application for a permit in respect of Crown minerals other than petroleum is received, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1.5 or where the application relates to newly available acreage;

Newly available acreage

- 6.1.7 When the Secretary proposes to recommend that the Minister grant an application for a permit for newly available acreage in respect of minerals other than petroleum, which relates, whether wholly or in part, to the Crown Minerals Protocol Area;

Amendments to permits for Crown minerals other than petroleum

- 6.1.8 when any application to amend a permit in respect of Crown 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 Crown Minerals Protocol Area; and



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Gold fossicking areas

- 6.1.9 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 Crown Minerals Protocol Area.
- 6.2 Each decision on a proposal referred to in clause 6.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

7 EFFECTS ON RONGOWHAKAATA'S INTERESTS IN RELATION TO CROWN MINERALS IN THE CROWN MINERALS PROTOCOL AREA

- 7.1 The Minister and Secretary will consult with the Governance Entity on any policy and legislative development or review in relation to the administration of Crown minerals which may affect Rongowhakaata interests in relation to Crown minerals in the Crown Minerals Protocol Area, and the Crown Minerals Protocol.
- 7.2 The Minister and Secretary will consult with the Governance Entity on any of the Ministry's Crown minerals operational activities which may affect Rongowhakaata interests in relation to Crown minerals in the Crown Minerals Protocol Area, and the Crown Minerals Protocol.
- 7.3 Notwithstanding clauses 7.1 and 7.2 above, the Minister and Secretary and Governance Entity may meet to discuss Rongowhakaata interests in relation to Crown minerals in the Crown Minerals Protocol Area as part of the meetings specified in clause 8.3.

8 IMPLEMENTATION AND COMMUNICATION

- 8.1 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 8.1.1 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 in relation to any matters under clause 6 of this Crown Minerals Protocol;
- 8.1.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in clause 6 of this Crown Minerals Protocol;
- 8.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process and the consideration by the Governance Entity of its submissions in relation to any of the matters described in clause 6 of this Crown Minerals Protocol; and
- 8.1.4 ensuring that the Ministry will approach the consultation with the Governance Entity with an open mind, and will genuinely consider the submissions of the Governance Entity in relation to any of the matters described in clause 6 of this Crown Minerals Protocol.
- 8.2 Where the Ministry is required to consult the Governance Entity as specified in clause 6.1, the Ministry will report back in writing to the Governance Entity on the decision made as a result of such consultation.



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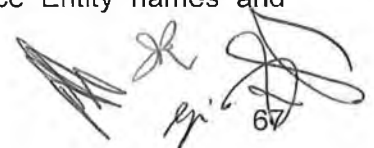
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- 8.3 Face to face meetings will be held if mutually agreed by the parties, such agreement not to be unreasonably withheld.
- 8.4 The parties will jointly confirm the meetings and agendas of the meetings specified in clause 8.3.
- 8.5 The location of the meetings specified in clause 8.3 will be mutually agreed by the parties.
- 8.6 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- 8.6.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
 - 8.6.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;
 - 8.6.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol;
 - 8.6.4 providing the Governance Entity with the names of the relevant employees who will act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol;
 - 8.6.5 discussing with the Governance Entity concerns and issues notified by the Governance Entity about this Crown Minerals Protocol;
 - 8.6.6 as far as reasonably practicable, providing opportunities for the Governance Entity to meet with relevant Ministry managers and staff;
 - 8.6.7 where relevant and reasonably practicable, providing opportunities for the Governance Entity to meet with the Minister and Secretary;
 - 8.6.8 as far as reasonably practicable and where relevant, informing other organisations with whom it works, central government agencies and stakeholders about this Crown Minerals Protocol and provide ongoing information; and
 - 8.6.9 including the summary of the Terms of Issue and Crown Minerals Protocol Area of the Crown Minerals Protocol in the relevant minerals programmes when these are issued.

9 INFORMATION SHARING

- 9.1 The Minister and Secretary will make available to the Governance Entity all existing information held by, and reasonably accessible to, the Ministry where that information is requested by the Governance Entity for the purpose of assisting them to fully exercise their rights under this Crown Minerals Protocol.
- 9.2 The obligations in clause 9.1 of this Crown Minerals Protocol do not apply to information that the Minister or Secretary is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Minister or Secretary may withhold under the Official Information Act 1982.
- 9.3 The Minister and Secretary will make available to the Governance Entity names and contact details of all relevant permit holders.



DOCUMENTS

2: PROTOCOLS: CROWN MINERALS PROTOCOL

10 DISPUTE RESOLUTION

- 10.1 If one party considers that there has been a breach of this Crown Minerals Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Crown Minerals Protocol:
- 10.1.1 Within 15 working days of being given written notice, the relevant contact person from the Ministry and the Governance Entity will meet to work in good faith to resolve the issue.
- 10.1.2 If the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 10.1.1, the Secretary and the nominated representative of the Governance Entity will meet to work in good faith to resolve the issue.
- 10.1.3 If the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 10.1.1, and where the matter is of 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.

11 DEFINITIONS

- 11.1 In this Crown Minerals Protocol:

Act means the Crown Minerals Act 1991 as amended, consolidated or substituted;

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

Crown mineral means a mineral:

- (a) that is the property of the Crown under section 10 or 11 of the Act; or
- (b) over which the Crown has jurisdiction under the Continental Shelf Act 1964;

Deed of Settlement means the Deed of Settlement dated [] between the Crown, the Governance Entity and Rongowhakaata;

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

Mineral has the meaning given to that term in section 2 of the Act;

Minister means the Minister of Energy and Resources;

Ministry means the Ministry of Economic Development;

Newly available acreage has the meaning provided in clause 3.5 of the Minerals Programme for Minerals (Excluding Petroleum) 2008;

Permit has the meaning given to that term in section 2 of the Act;



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DOCUMENTS

2: PROTOCOLS: CROWN MINERALS PROTOCOL

ATTACHMENT A: CROWN MINERALS PROTOCOL AREA



DOCUMENTS

2: PROTOCOLS: CROWN MINERALS PROTOCOL



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DOCUMENTS

2: PROTOCOLS: CROWN MINERALS PROTOCOL

ATTACHMENT B: TERMS OF ISSUE

This Crown Minerals 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 Crown Minerals Protocol, but only after consulting with the Governance Entity and having particular regard to its views (section 24).

2 Noting

- 2.1 A summary of the terms of this Crown Minerals Protocol must be added:

2.1.1 in a register of protocols maintained by the chief executive; and

2.1.2 in the minerals programme affecting the Crown Minerals Protocol Area when those programmes are replaced;

but the addition:

2.1.3 is for the purpose of public notice only; and

2.1.4 does not amend the minerals programmes for the purposes of the Crown Minerals Act 1991 (section 29).

3 Limits

- 3.1 This Crown Minerals Protocol does not:

3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

(c) issuing a protocol to, or interacting or consulting with, anyone the Crown considers appropriate, including any iwi, hapu, marae, whanau, or representative of tangata whenua (section 25); or

3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of Rongowhakaata or a representative entity (section 25); or

3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section 29).

- 3.2 In this Summary of the Terms of Issue, "representative entity" has the same meaning as it has in the Deed of Settlement.



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DOCUMENTS

2: PROTOCOLS: CROWN MINERALS PROTOCOL

4 Breach

- 4.1 Subject to the Crown Proceedings Act 1950, the Governance Entity may enforce this Crown Minerals Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section 26).
- 4.2 A breach of this Crown Minerals Protocol is not a breach of the Deed of Settlement (clause 6.13).



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DOCUMENTS

3: MATAWHERO PUBLIC ACCESS EASEMENT

3 MATAWHERO PUBLIC ACCESS EASEMENT

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74

DOCUMENTS

3: MATAWHEREO PUBLIC ACCESS EASEMENT

Form 3

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

GISBORNE

BARCODE

Grantor

Surname must be underlined

[The Trustees of the Nga Uri o Te Kooti Rikirangi Settlement Trust]

Grantee

Surname 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 proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee in gross the easement Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

day of

2011

Attestation

	Witness Attestation [Signed in my presence by the Grantor]
_____ Signature of Grantor	_____ <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
_____ Print name of Grantor	<i>Witness name</i> <i>Occupation</i> <i>Address</i>

DOCUMENTS

3: MATAWHEREO PUBLIC ACCESS EASEMENT

Insert here as many signatory boxes as are required for Governance Entity signatories

	Signed in my presence by the Grantee
Signature of Grantee	<i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i>
Print name of Grantor	<i>Witness name</i> <i>Occupation</i> <i>Address</i>

Certified correct for the purposes of the Land Transfer Act 1952.

[Signature]

[Solicitor for] the Grantee

[Handwritten signatures]
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DOCUMENTS

3: MATAWHEREO PUBLIC ACCESS EASEMENT

Annexure

Schedule 1

Easement instrument

Dated

Page 1 of 2 pages

Schedule A

Continue in additional Annexure Schedule if required

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of Way on Foot	Marked "[X]" on SO [XXXX]	Sec 50 Blk 1 Turanganui Survey District	In gross

Easement rights and powers (including terms, covenants, and conditions)

Unless otherwise provided below, the rights and powers implied in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Fifth Schedule of the Property Law Act 2007.

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

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



DOCUMENTS

3: MATAWHERO PUBLIC ACCESS EASEMENT

Easement instrument

Dated

Page 2 of 2 pages

Annexure Schedule Two

Operative Clause

1. The Grantor transfers and grants to the Grantee a pedestrian right of way easement over the Servient Land on the terms, conditions, covenants and restrictions contained in this easement instrument.

Right of Way Easement Terms

2. The Grantee together with the employees, tenants, agents, workmen, licensees and invitees of the Grantee and any other person lawfully entitled (including the public) shall have the full free right, liberty and licence from time to time and at all times by day and by night to pass and repass on foot over and along the Easement Land.
3. In exercising its rights under this easement instrument, the Grantee shall not interfere with the Grantor's use of the Easement Land.
4. The Grantee may not use the Easement Land or any part of the Easement Land other than for the purpose expressly set out in clause 2 of this easement instrument. In particular, the Grantee may not in any way obstruct the Easement Land.
5. Neither party shall be liable to contribute to the improvement of the Easement Land in the event that improvement is not necessary for its use. However, if any repair or maintenance is rendered necessary as a result of any act, omission or neglect by either party causing damage to the Easement Land then the cost of such maintenance and repair shall be borne by the party that caused the damage.
6. The Grantor shall not be responsible to the Grantee or to any other person for any loss or damage sustained by the Grantee or by any such person using any part of the Easement Land at its own risk in all respects.
7. The Grantee may close this public access easement by a public notice inserted in the local newspaper, closure effective during periods of high fire hazard or for reasons of public safety or emergency.
8. The Grantee shall surrender this public access easement if the Grantor makes alternative arrangements, to the Grantee's satisfaction, for public access to Lot 7 DP 4751.

General Terms

9. No power is implied for the Grantor to determine the Easement for breach of any provision in this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Easement shall subsist for all time or until it is duly surrendered.
10. The covenants and powers contained in the Land Transfer Regulations 2002 in respect of easements shall apply to the extent that they are not expressly negated in this easement instrument. The rights set out in Schedule 5 to the Property Law Act 2007 are excluded from this easement instrument.

Dispute Resolution

11. If any dispute arises between the Grantor and Grantee concerning the rights created by this easement instrument the parties shall enter into negotiations in good faith to resolve their dispute.
12. If the dispute cannot be resolved by the parties themselves then they shall explore whether the dispute can be resolved by use of an alternative dispute resolution technique.
13. If the dispute is not resolved within one month of the date on which the parties begin their negotiations the parties shall submit to the arbitration of an independent arbitrator appointed jointly by the parties, and if one cannot be agreed upon within 14 days, to an independent



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DOCUMENTS

3: MATAWHERO PUBLIC ACCESS EASEMENT

arbitrator appointed by the President for the time being of the New Zealand Law Society in which the Servient Land is situated. Such arbitration will be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution. The parties' execution of this easement instrument shall be deemed a submission to arbitration.

Interpretation

In these conditions, unless the context otherwise requires:

Easement means the pedestrian right of way easement recorded by this easement instrument; and

Easement Land means that part of the land marked "[X]" on Survey Office (SO) Plan [XXXX]

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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES

4 LEASES FOR LEASEBACK PROPERTIES

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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

LEASE FOR GISBORNE HIGH AND DISTRICT COURT



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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

(MINISTRY OF JUSTICE)

LESSOR:

[]

Correct for the purposes of the Land Transfer Act 1952

.....
SOLICITOR FOR THE LESSEE

LESSEE:

HER MAJESTY THE QUEEN

acting by and through the Chief Executive of the Ministry of Justice

Particulars entered in the Register as shown herein on the date and at the time endorsed below

MEMORANDUM OF LEASE

THE CHIEF EXECUTIVE
MINISTRY OF JUSTICE
WELLINGTON



Handwritten signatures and initials, including the number 82.

DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

SCHEDULE A

ITEM 1 THE LAND

All that parcel of land being the Land previously specified.

ITEM 2 THE COMMENCEMENT DATE

The commencement date of this Lease shall be the day of 20 .

ITEM 3 ANNUAL RENTAL

*(Value in words) (\$[].00)
per annum plus GST payable annually in advance on the first day of each year during the
continuance of this lease with a first payment due on the day of 200 .*

ITEM 4 TERM OF LEASE

4.1 Initial term

[20] years from the Commencement Date, to determination on the day of
20 .

4.2 Subsequent terms


Rights of renewal for terms of [20] years each forever from the day of
20 and each 20th anniversary after that date, subject to clause 4.02(a)(v)

ITEM 5 LESSEE OUTGOINGS

- 5.1 Rates, levies, charges, assessments, duties or fees payable to any local, territorial, governmental and any other statutory authority (subject to Item 5.5).
- 5.2 Charges for water, gas, electricity, telephones and other utilities or services.
- 5.3 Rubbish collection charges.
- 5.4 All costs associated with the repair, maintenance or replacement of any fencing on the land.
- 5.5 The amount by which the land tax of the Lessor (if any) has been increased by virtue of its ownership of the Land, but excluding any other taxes levied against the Lessor in respect of its interest in the Land and excluding any income tax assessed in respect of the Lessor's income from the Land.

ITEM 6 PERMITTED USE

- (a) For the purposes of the administration of justice by the Crown, including use as a courthouse and related facilities which can include cells for overnight prisoner accommodation; and/or



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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

- (b) any other commercial use permitted as of right by the operative District Plan from time to time of the territorial authority having jurisdiction in respect of the Land.

ITEM 7 RIGHTS OF RENEWAL

Renewable as provided in Item 4.2 above.

ITEM 8 RENT REVIEW DATES

[5] yearly from the Commencement Date of this Lease.

ITEM 9 LESSOR'S PROPERTY

Nil.

ITEM 10 LESSEE'S IMPROVEMENTS

As defined in clause 1.07

ITEM 11 CLAUSE 4.01(e) CHARGEHOLDER'S NOTICE

To: The Lessor
(hereafter called "**the Lessor**")

And to: The Lessee
(hereafter called "**the Lessee**")

From: Mortgagee / Chargeholder
(hereafter called "**the Lender**")

In consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule below ("**the Land**") which the Lender acknowledges will be for its benefit, the Lender acknowledges that:

- (i) It has notice of the provisions of clause 4.01(e) and (f) of the said Lease; and
- (ii) It agrees that any Lessee's Improvements placed on the Land by the Lessee at any time prior to or during the continuance of the Lease, shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease (hereafter collectively called "**the relevant period**");
- (iii) It will not claim any interest in any Lessee's Improvements under the security for its loan during the relevant period irrespective of how any Lessee's Improvement may be annexed to the Land and irrespective of any rule of law or equity to the contrary or any provisions of its security to the contrary;
- (iv) It agrees that this acknowledgement is irrevocable.



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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

SCHEDULE ***

[That parcel of land containing []]

(LENDER EXECUTION)

/ / 200

ITEM 12 **CLAUSE 4.01(f) CHARGEHOLDER'S NOTICE**

To: The Lessor
(hereafter called "**the Lessor**")

And to: The Lessee
(hereafter called "**the Lessee**")

From: Mortgagee/Chargeholder
(hereafter called "**the Lender**")

The Lender acknowledges that prior to the date it advanced monies to the Lessor under a security ("**the Security**") given by the Lessor over the land described in the Schedule below ("**the Land**") it had notice of and agreed to be bound by the provisions of clause 4.01(f) of the Lease of the Land and that in particular it agrees that notwithstanding any provision of the Security to the contrary and irrespective of how any Lessee's Improvement is annexed to the Land it:

- (i) Will not claim any security interest in any Lessee's Improvement placed on the Land prior to or after the commencement date of the Security;
- (ii) Will at all times acknowledge that any Lessee's Improvements shall remain the property of the Lessee at all times during the continuance of the Lease and for a period of six months after the expiration or sooner determination of the Lease.

ITEM 13 **ADDRESS FOR SERVICE**

Lessor:

Lessee: Chief Executive
 Ministry of Justice
 Vogel Centre (Third Floor)
 Kate Sheppard Place
 WELLINGTON (PO Box 180, WELLINGTON)
 Facsimile: (04) 918 8820



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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

SCHEDULE B

PART I - PRELIMINARY

1.00 DEFINITIONS AND INTERPRETATION

1.01 In this Lease:

- (a) The expression "**the Lessor**" shall include and bind:
- (i) the persons executing this lease as Lessor; and
 - (ii) any Lessor for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression "**the Lessee**" shall include and bind:
- (i) the person executing this lease as Lessee;
 - (ii) all the Lessees for the time being under it; and
 - (iii) all the respective executors, administrators, successors, assigns and successors in title of each Lessee and if more than one jointly and severally;

and the expression "**the Lessee**" shall include the Lessee's agents, employees, contractors and invitees and any person on the Land under the control or direction of the Lessee.

- (c) Words importing the singular or plural number shall include the plural or singular number respectively.
- 1.02 "District Plan" means a district plan within the meaning of the Resource Management Act 1991
- 1.03 "Goods and Services Tax" or "GST" means tax levied in accordance with the Goods and Services Tax Act 1985 or any tax in the nature of a Goods and Services Tax.
- 1.04 "Government Agency" includes any department or instrument of the Executive Government of New Zealand; and, includes:
- (a) a body corporate or corporation sole (whether called a corporation sole, a corporation, commission, council, board, authority, or by any name that has been established or constituted by a public Act of Parliament and that is named in that Act;
 - (b) a body corporate or organisation that is controlled wholly by the Crown or by any department, instrument, corporate, corporation sole, or organisation;



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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

- (c) a Crown Entity within the meaning of the Crown Entities Act 2004 or as otherwise established or constituted by an Act of Parliament;
- (d) a State enterprise within the meaning of the State-Owned Enterprises Act 1985;
- 1.05** "Government Work" means a work or any intended work that is to be constructed, undertaken, established, managed, operated or maintained by or under the control of the Crown or any Minister of the Crown for any public purpose.
- 1.06** "Lease" means, unless the context otherwise requires, this lease and any further renewal term thereof.
- 1.07** "Lessee's Improvements" shall mean all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property of any kind whatsoever constructed or placed on the Land by the Lessee or any agent of the Lessee prior to or after the commencement of this Lease but shall exclude "Lessor's Property".
- 1.08** "Lessee's Outgoings" means all outgoings the Lessee is obliged to pay under the provisions of this Lease.
- 1.09** "Lessor's Property" means all improvements on the Land of any kind whatsoever including buildings, sealed yards, paths, lawns, gardens, fences and other like property which are placed on the Land by the Lessor after the commencement of this Lease.
- 1.10** "Working Day" means any day of the week other than:
- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, New Zealand Anniversary Day or the Anniversary Day celebrated in the locality of the Premises; and
- (b) A day in the period starting on 24 December in any year and ending on 5 January in the following year, both days included.
- A Working Day shall be deemed to start at 9:00 am and finish at 5:00 pm.
- 1.11** "The Land", "The Commencement Date", "Annual Rental", "Term of the Lease" and "Permitted Use" shall have the meanings ascribed to them in Schedule A.
- 1.12** The term "to sublet" shall include the granting of a licence to occupy the Land or part thereof and "subletting" and "sublease" shall be construed accordingly.
- 1.13** References to a statute include references to regulations, orders, rules or notices made under that statute and references to a statute or regulation include references to all amendments to or replacements of that statute or regulation, whether by subsequent statute, consolidation, re-enactment, substitution or otherwise.
- 1.14** A covenant not to do anything shall be deemed to include an obligation not to suffer, permit or cause that thing to be done.



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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

- 1.15 Clause headings are inserted for reference only and shall not affect the interpretation of this Lease.

PART II - LESSEE'S COVENANTS

2.00 LESSEE'S COVENANTS

2.01 PAYMENT OF ANNUAL RENT

The Lessee shall pay the annual rent without deduction or set off in the manner and at the times provided in Item 3 of Schedule A. All payments of rent shall be paid by direct bank payment or as the Lessor may direct.

2.02 PAYMENT OF LESSEE OUTGOINGS

- (a) The Lessee shall pay the Lessee Outgoings in respect of the land which are specified in Item 5 of Schedule A direct to the creditors concerned and shall cause a separate rating assessment to issue in the name of the Lessee in respect of the Land.
- (b) The Lessee's liability to pay Lessee's Outgoings during the term of this Lease shall subsist until the end or earlier termination of this Lease.
- (c) The Lessee shall pay all other outgoings it is required to pay under this Lease.

2.03 USE OF LAND

The Lessee shall not use the Land for any purpose other than the Permitted Use described in Item 6 of Schedule A. The Lessee acknowledges that it has entered into this Lease in reliance on its own judgement and not in reliance on any representation or warranty by the Lessor.

2.04 COMPLIANCE WITH LAW

- (a) The Lessee shall comply with the provisions of all statutes, ordinances, regulations, bylaws and codes in any way touching upon, relating to or affecting the Land or the conduct of the Permitted Use on the Land and will also at the Lessee's own cost in all things comply with the provisions of all statutes, ordinances, regulations, bylaws, codes, requisitions or notices issued, made or given by any lawful authority in respect of the Land or the Lessee's conduct of the Permitted Use on the Land or the Lessee's Improvements on the Land.
- (b) Without limiting the generality of the foregoing the Lessee will take all reasonable steps to maintain a current warrant of fitness in respect of any building on the Land where such warrant of fitness is required in terms of the Building Act 2004.



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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

2.05 AVOIDANCE OF DANGER

The Lessee shall:

- (a) Take all reasonable precautions to minimise any danger or hazard arising from the Lessee's use of the Land and shall not permit any goods of a dangerous nature to be stored or used on the Land unless stored and used in a manner which complies with all statutes, ordinances, regulations, bylaws and codes or standards in that regard;
- (b) Promptly remedy any danger or hazard that may arise on the Land;
- (c) At all material times keep in place written rules and procedures in order to comply with health and safety in employment requirements which the Lessee is obliged by law to comply with.

2.06 LESSEE'S MAINTENANCE AND REPAIR OBLIGATION IN RESPECT OF THE LAND

The Lessee shall punctually and at the Lessee's expense keep the Land clean and tidy, free and clear from all rubbish, noxious weeds and plants to the satisfaction of the Lessor and take any steps necessary to control any pest infestation occurring on or emanating from the Land.

2.07 SIGNAGE

The Lessee shall have the right to affix names, signs, nameplates, signboards and advertisements relating to the Permitted Use without the consent of the Lessor. The Lessee shall not otherwise affix, paint or exhibit or permit to be affixed, painted or exhibited any name, sign, name-plate, signboard or advertisement of any description on or to the exterior of the Lessee's Improvements or the Land or any Lessors' Property thereon without the prior approval in writing of the Lessor, such approval not to be unreasonably or arbitrarily withheld. Any signage shall be secured in a substantial and proper manner so as not to cause any damage and the Lessee shall at the end or sooner determination of this Lease remove the signage and make good any damage occasioned thereby.

2.08 INSURANCE

- (a) The Lessee shall insure at its own cost against all public liability in the sum of at least \$2,000,000 in respect of any single event in the name of the Lessee at all times during the continuance of this Lease. The amount of this insurance shall be adjusted at any rent review or renewal of this Lease by any increase in the consumer price index (all groups) in the preceding five years measured against that index at the Commencement Date of the original term of this Lease. If there is no consumer price index (all groups) then the adjustment will be made by reference to the next most appropriate index or any index published in place of the CPI (all groups).
- (b) The provisions of clause 2.08(a) shall be of no application whilst the Lessee is **HER MAJESTY THE QUEEN**.



DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

2.09 SUNDRY LESSEE ACKNOWLEDGEMENTS

The Lessee acknowledges:

- (a) That the Lessor shall not be liable to erect or maintain or contribute towards the cost of the erection or replacement of any dividing or boundary fence or portion thereof between the Land and any adjoining land which is the property of the Lessor;
- (b) That the Lessee shall at its own cost and expense in all things fence the boundaries of the Land insofar as the Lessee deems this reasonably necessary for the purposes of the Permitted Use.

2.10 GST

The Lessee shall pay to the Lessor or as the Lessor shall direct the GST payable by the Lessor in respect of the rental and other payments payable by the Lessee hereunder. The GST in respect of the rental shall be payable on each occasion when any rental payment falls due for payment and in respect of any other payment shall be payable on demand.

2.11 LESSEE'S ACKNOWLEDGEMENT

The Lessee agrees to occupy and use the Land at the Lessee's risk and releases to the fullest extent permitted by law the Lessor, its servants and agents from all claims and demands of any kind and from all liability which may arise in respect of any inherent defect in the Land or any accident, damage or injury occurring to any person or property in or about the Land, except where this is caused by the wilful or reckless act of the Lessor or persons acting under the control of the Lessor.

PART III

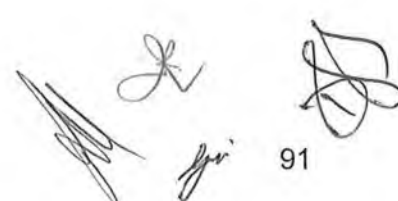
3.00 LESSOR'S COVENANTS

3.01 QUIET ENJOYMENT

Should the Lessee pay the rent and observe and perform all the covenants and agreements expressed or implied in this Lease, the Lessee shall quietly hold and enjoy the Land throughout the term of this Lease without any interruption by the Lessor or any person claiming by, through or under the Lessor.

3.02 LESSOR'S PROPERTY

The Lessor acknowledges that the Lessor's Property on the Land at the Commencement Date of this Lease (if any) is as listed in Schedule A Item 9 and that the Lessor shall not during the continuance of this Lease place any further Lessor's Property on the Land unless this is expressly permitted in writing by the Lessee prior to its construction or placement. The Lessor further acknowledges that the Lessee may at its absolute discretion in all things decline consent to the construction or placement of any Lessor's Property on the Land and that all improvements on the Land at the Commencement Date of this Lease which are not listed as Lessor's Property are Lessee's Improvements.

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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

3.03 LESSOR CONSENT TO GROUND WORKS

- (a) Notwithstanding anything to the contrary in this Lease, the Lessee shall not:
- (i) Make any excavation of the Land; or
 - (ii) Conduct any works on the Land likely to cause any subsidence, sinkage or damage to the Land or the land or property of any other person;
 - (iii) Remove any boundary-fence or retaining works except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed removal;
 - (iv) Make any sub-soil installation, alteration or interfere with any underground reticulated services, except where this is necessary or conducive to the conduct of the Permitted Use and the Lessor has first been given twenty (20) working days' notice in writing of the proposed installation, alteration or interference;

without, in each case, the Lessor's prior written approval, such approval not to be unreasonably or arbitrarily withheld and not to be withheld where the works are necessary or conducive to the conduct of the Permitted Use. Where the circumstances reasonably require, the Lessor's approval may be given subject to any reasonable conditions;

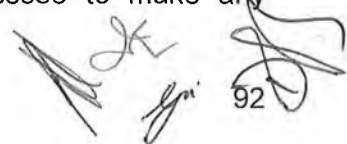
- (b) Should the Lessor either fail to give an approval within 14 days of being requested to do so or give an approval which is subject to conditions the Lessee considers unreasonable, then the matter shall be referred to a registered civil engineer agreed upon by the parties for his or her expert determination. Should the parties be unable to agree upon the appointment of an engineer, then either party shall be at liberty to make written application to the President for the time being of the Institute of Professional Engineers of New Zealand to appoint an engineer and any appointment so made shall be final and binding on the parties. The engineer shall act as an expert in determining the issue(s) and not as an arbitrator and the engineer's decision shall be final and binding on the parties. The engineer's costs shall be met in full by the Lessee, unless the engineer otherwise so determines.

3.04 DESIGNATION

The Lessor covenants that it consents to the Lessee maintaining a designation for courthouse purposes or any other Government Work over the Land for the duration of this Lease, should this be desired by the Lessee. Upon the expiration of this Lease or its sooner determination, the Lessee shall promptly uplift any designation.

3.05 PROVISION OF CERTAIN NOTICES TO THE LESSEE

Whenever the Lessor receives any notice from any local or governmental authority concerning the payment of local authority rates or the rating valuation of the Land or the Lessee's Improvements, the Lessor will promptly provide a copy of such notice to the Lessee and, in any event, within sufficient time to enable the Lessee to make any



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submission as seen fit by the Lessee to the local authority or the relevant governmental authority, as the case may be.

PART IV – MUTUAL COVENANTS

4.00 MUTUAL COVENANTS

4.01 LESSEE'S IMPROVEMENTS

Maintenance

- (a) The Lessee shall at the Lessee's own expense in all things keep any Lessee's Improvements on the Land in good order, condition and repair during the continuance of this Lease, and in respect of buildings on the Land, will keep such buildings water tight throughout the term of the Lease.
- (b) The Lessee acknowledges that the Lessor shall have no repair or maintenance obligations for any of the Lessee's Improvements on the Land.

Construction or Alterations to Lessee's Improvements

- (c) The Lessee shall be allowed to construct Lessee's Improvements and to make any alterations or additions to Lessee's Improvements without the prior written approval of the Lessor where this is necessary or incidental to the Permitted Use of the Land. In all other cases, the Lessee shall be obliged to seek the prior written consent of the Lessor to the construction of any Lessee's Improvements which are not necessary or incidental to the Permitted Use of the Land, and such consent shall not be unreasonably or arbitrarily withheld.

Lessor's Acknowledgements as to Lessee's Improvements

- (d) The Lessor acknowledges in relation to Lessee's Improvements that:
 - (i) notwithstanding any rule of law or equity to the contrary, property in all Lessee's Improvements shall remain with the Lessee throughout the continuance of this Lease and irrespective of how such property is annexed to the Land;
 - (ii) the Lessee's Improvements are to be fully insured by the Lessee in its own name; and
 - (iii) when any Lessee's Improvements are destroyed or damaged, the decision whether to reinstate or not is solely with the Lessee and property in any insurance proceeds is also solely with the Lessee.



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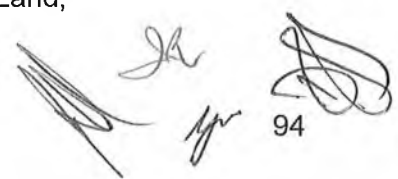
4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

Acknowledgments from Mortgagees or Chargeholders

- (e) Should the Land be subject to any Mortgage or other charge at the Commencement Date of this Lease, then the Lessor will when presenting this Lease to the Lessee for its acceptance also present to the Lessee the written acknowledgement of any and all existing mortgagees or chargeholders of the Land in the form prescribed in Schedule A Item 11 duly executed by any such mortgagees or chargeholders, it being further acknowledged by the Lessor that the Lessee shall not be required to execute the within Lease until the provisions of this sub clause have been fully satisfied;
- (f) Should the Lessor, subsequent to the Commencement Date of this Lease, propose to grant any mortgage or charge then, prior to doing so, it shall have executed by any proposed Mortgagee or Chargeholder the written acknowledgement in the form prescribed in Schedule A Item 12, it being further acknowledged by the Lessor that it will not grant any mortgage or charge until the provisions of this clause have been satisfied and further that it will deliver executed originals of such acknowledgements to the Lessee within three (3) working days from the date of their receipt by the Lessor;

Removal of Lessee's Improvements

- (g) The Lessee may at its option remove all or any of the Lessee's Improvements from the Land at any time during the continuance of this Lease, and also during the period of 6 months from the expiration or sooner determination of this Lease. It is acknowledged and agreed by the parties that property in all Lessee's Improvements remains with the Lessee until the expiration of the 6 month period in the absence of any agreement between the parties to the contrary. No prior written consent or any other consent of the Lessor shall be required in respect of any such removal effected by the Lessee. The Lessor further acknowledges that it will be deemed by the provisions of this clause to have granted to the Lessee a Licence to enter the Land for a period of up to six (6) months subsequent to the expiration of this Lease to remove Lessee's Improvements, and the Lessee shall give no less than 12 months notice as to whether it requires the full 6 months licence period or a lesser period. This provision shall enure for the benefit of the Lessee notwithstanding the prior expiration of this Lease and shall also bind any successor in title to the Lessor subsequent to the expiry of the Lease;
- (h) In the event that the Lessee removes its Lessee's Improvements from the Land as aforesaid, it shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition subsequent to any such removal;
- (i) The Lessor shall do nothing to obstruct or otherwise impede the removal of any Lessee's Improvements from the Land at any time prior to the date of expiration or sooner determination of the Lease or within six months after such date, notwithstanding any rule of law or equity to the contrary;
- (j) The Lessee shall pay a licence fee equal to the rental payable immediately before the determination of the Lease for the six month period, or such lesser period as the Lessee requires to remove Lessee's Improvements from the Land;



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- (k) The provisions of this clause shall not merge upon the expiration or sooner determination of this Lease but shall enure for the benefit of the party entitled until completely performed;
- (l) Subject to subclause (m) the Lessee shall not be required by the Lessor to remove any Lessee's Improvements as at the expiration of the term of the Lease or at any time subsequent to such expiration, and all Lessee's Improvements remaining upon the Land at the option of the Lessee after the expiration of the six month period provided in subclause 4.01(g) shall vest in and become the property of the Lessor. No compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor, and the Lessor shall have no claim upon the Lessee in respect of any such Lessee's Improvements.
- (m) If the Lessee is not a Government Agency as at the expiry of the term of this Lease, the Lessee will if required by the Lessor in writing demolish or remove all Lessee's Improvements (or such lesser portion as may be acceptable to the Lessor) from the Land at the expiry of the term without being obliged to pay to the Lessor any compensation for their demolition or removal. Following such demolition or removal the Lessee shall make good any damage to the Land and will leave the Land in a neat, tidy and safe condition.

4.02 ASSIGNMENT AND SUBLETTING

- (a) Subject to clauses 4.02(c) and (d) and 4.03, the Lessee must not assign or otherwise part with the possession of the Land or any part of the Land without first obtaining the written consent of the Lessor which the Lessor will give if the following conditions are fulfilled:
 - (i) The Lessee proves to the satisfaction of the Lessor that the proposed assignee is (or in the case of a company the shareholders of the company of the proposed assignee are) respectable, responsible and has the financial resources to meet the commitments under this lease.
 - (ii) All rent and other moneys payable under this Lease have been paid and there is no subsisting (in the case of a Government Agency a material, willful and deliberate) breach of any of the Lessee's covenants.
 - (iii) The Lessee pays the proper costs and disbursements in respect of the approval or preparation of any deed of covenant or guarantee and (if appropriate) all fees and charges payable in respect of any reasonable enquiries made by or on behalf of the Lessor concerning any proposed assignee.
 - (iv) The Lessee will, at the Lessee's own expense, procure the execution by an assignee of a deed of covenant with the Lessor that the assignee will, at all times pay the rent at the times and in the manner provided in this Lease and will observe and perform all the covenants and conditions contained in this Lease.



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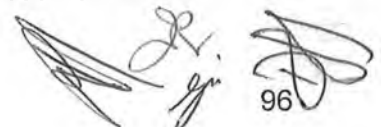
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- (v) Where the assignee is a party which is not a Government Agency, the Lessee will at the Lessee's own expense procure the execution by the assignee of a variation of this Lease whereby the Lease will cease to be perpetually renewable and the number of further terms will be reduced to 4 (of 20 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 80 years following the expiration of the term of the Lease during which the assignment is effected.
- (vi) Where the assignee is a company not listed on the main board of a public stock exchange, the Lessor may require the deed of covenant referred to in paragraph (iv) above to be executed by that company and also by such other shareholders of that company as the case may be, as the Lessor reasonably requires, as joint and several guarantors, upon the terms set out in the then current edition of the Auckland District Law Society form of Standard Lease for Commercial Premises or if such lease is no longer published, then upon such terms as are commonly used in leases of commercial premises.
- (b) For the purposes of clause 4.02(a) any change in the shareholding of the Lessee (where the Lessee not being a Government Agency is a company which is not listed on the main board of a public stock exchange) or any amalgamation under section 219 of the Companies Act 1993 altering the effective control of the Lessee shall be a 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 clauses 4.02(c) and 4.02(d).
- (c) If, by any statutory provision or regulation enacted during the Term of this Lease, the Lessee is obliged to transfer or assign management of the Land or any aspect of such management to a third party, the provisions of clause 4.01(a) will not apply to such a transfer or assignment and the Lessee will be entitled to transfer or assign its interest as Lessee under this Lease, or any aspect of management of the Land, to such a third party without further reference to the Lessor, who will be deemed to have approved such a transfer or assignment and will immediately sign any document necessary to give effect to such a transfer or assignment, if so requested by the Lessee.
- (d) Despite clause 4.02(a), the Lessee may at any time and from time to time:
- (i) transfer or assign its interest as Lessee under this Lease, or grant a sublease or licence of the whole or any part(s) of the Land, to any Government Agency; and/or
- (ii) grant a sublease or licence of the whole or any part(s) of the Land to any other person,

in either case without further reference to the Lessor, who will be deemed to have approved such a transfer, assignment or sublease and will immediately sign any document necessary to give effect to such a transfer, assignment or sublease, if so requested by the Lessee.

- (e) Where the Lessee grants a sublease or licence of the whole or any part(s) of the Land to any other person, the Lessee will not permit any sublessee to deal with the



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sublease in any way in which the Lessee is restrained from dealing without consent under this Lease.

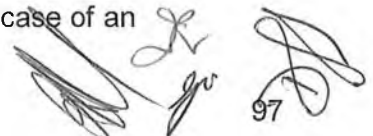
- (f) Notwithstanding any rule of law or anything expressed or implied in this Lease to the contrary, where a Government Agency is Lessee, assigns its interest in this Lease under the provisions of this clause 4.02, all the liabilities of the Government Agency as Lessee expressed or implied under this Lease, whether contingent or otherwise for the payment of future rents or other money or the future observance or performance of any of the covenants, conditions or agreements on the part of the Lessee shall cease and determine absolutely as from the date of assignment, but without releasing the Lessee from liability for any antecedent breach of this Lease.

4.03 RIGHT OF FIRST REFUSAL FOR LESSOR IF LESSEE TO ASSIGN

- (a) The following subclauses of this clause 4.03 will only apply in the event that the Lessee proposes to assign the Lessee's interests in this Lease to a party which is not a Government Agency. The Lessor shall have no right of first refusal in the event of the Lessee wishing to transfer or assign its interest as Lessee under this Lease to a Government Agency.
- (b) If at any time before the expiration or earlier termination of the term or any renewed or extended term the Lessee wishes to assign the Lessee's interest in this Lease (including any assignment by way of sale of the Lessee's Improvements) the Lessee must immediately give written notice ('Lessee's Notice') to the Lessor setting out the terms on which the Lessee wishes to assign its interest in the Lease and sell the Lessee's Improvements (together 'the Lessee's Interest').
- (c) The Lessor will have 60 Working Days following the date of receipt of the Lessee's Notice (time being of the essence) in which to exercise the Lessor's right to purchase the Lessee's Interest, by serving written notice on the Lessee ('Lessor's Notice') accepting the offer contained in the Lessee's Notice.
- (d) If the Lessor does not serve the Lessor's Notice on the Lessee in accordance with subclause (c) then the Lessee may assign the Lessee's Interest to any other person on no more favourable terms than those previously offered to the Lessor. The provisions of clause 4.02 of this Lease will apply to any such assignment.
- (e) If the Lessee wishes to offer more favourable terms for assignment of the Lessee's Interest than the terms contained in the Lessee's Notice, the Lessee must first re-offer its interest therein to the Lessor on those terms by written notice to the Lessor and clauses 4.03(b), (c), and (d) (inclusive) shall apply. If the re-offer is made within 6 months of the initial Lessee's Notice, the 60 Working Day period for acceptance shall be reduced to 30 Working Days.

4.04 LESSOR MAY REMEDY LESSEE DEFAULT

- (a) Should the Lessee default in the observance or performance of any of the Lessee's obligations hereunder and should the Lessor have first served not less than twenty-one (21) clear days' written notice of its intention to enter upon the Land and to do, execute and perform or procure to be performed all such acts, deeds, matters and things required to make good any Lessee default except in the case of an



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emergency where no notice shall be required, then it shall be lawful for the Lessor in addition to any of its remedies to enter the Land and do all such acts, deeds, matters and things required to make good such default and to recover the costs of such action from the Lessee.

- (b) Any notice served under the provisions of clause 4.04(a) shall specify sufficient particulars to adequately advise the Lessee of the breach (or breaches) of Lease in respect of which notice is issued and the fact that such notice is issued under the provisions of this clause. Non compliance with these requirements shall render any such notice void.

4.05 RENEWAL

- (a) The Lessee not being at that time in breach of any material provision of this Lease shall on or prior to the end of the initial term or any subsequent term of this Lease, be entitled to a renewal of this Lease for the further term specified in Schedule One from the date of expiry of the initial term or any subsequent term as follows:
- (i) the Annual Rent will be agreed upon or failing agreement will be determined in accordance with clause 4.06 as though the commencement date of the renewed term were a Rent Review Date; and
 - (ii) the renewed lease will otherwise be on and subject to the covenants and agreements expressed or implied in this Lease including this covenant for renewal.
- (b) No earlier than 24 months prior to the expiration of the initial term or any subsequent term, the Lessor shall give written notice to the Lessee specifying that the term of the Lease is due to expire and that if the Lessee fails to exercise the right of renewal referred to in clause 4.05(a) within 6 months from the date of receipt of notice from the Lessor (time being of the essence), then the Lessee shall be deemed to have irrevocably waived its right to renew the Lease. The parties acknowledge and agree that the earliest date by which the Lessee can be required to give notice of renewal as a result of the operation of this clause 4.05(b) is the date which falls 18 months prior to the expiration of the relevant term.
- (c) In the event that the Lessor does not give notice to the Lessee pursuant to clause 4.05(b), the Lessee shall be entitled to renew this Lease by notice in writing to that effect given to the Lessor at any time, up until the expiry date.

4.06 RENT REVIEW

- (a) The Annual Rental payable as from each review date shall be determined as follows:
- (i) Either party may not earlier than 3 months prior to a review date and not later than one year after any review date (time being of the essence) give written notice to the other party specifying the annual rent proposed as the current market rent as at the relevant review date.



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- (ii) If the party receiving the notice ("the Recipient") gives written notice to the party giving the notice ("the Initiator") within 20 Working Days after service of the Initiator's notice disputing the annual rent proposed and specifying the annual rent proposed by the Recipient as the current market rent, then the new rent shall be determined in accordance with clause 4.06(b).
 - (iii) If the Recipient fails to give such notice (time being of the essence) the Recipient shall be deemed to have accepted the annual rent specified in the Initiator's notice and the extension of time for commencing arbitration proceedings contained in the Arbitration Act 1996 shall not apply.
 - (iv) The Annual Rental agreed, determined or imposed pursuant to this clause shall be the annual rental payable as from the relevant rent review date, or the date of service of the Initiator's notice if such notice is served later than 6 months after the relevant rent review date but subject to clause (c) and (d).
 - (v) The rent review at the option of either party may be recorded in a Deed.
- (b) Immediately following service of the Recipient's notice on the Initiator, the parties shall endeavour to agree upon the current market rent of the Land, but if agreement is not reached within 20 working days then the same may be determined either:
- (i) By one party giving written notice to the other requiring the current market rent of the Land to be determined by arbitration; or
 - (ii) If the parties so agree by registered valuers acting as experts and not as arbitrators as follows:
 - (aa) Each party shall appoint a valuer and give written notice of the appointment to the other party within 20 working days of the parties agreeing to so determine the new rent;
 - (ab) If the party receiving a notice fails to appoint a valuer within the 20 working day period then the valuer appointed by the other party shall determine the new rent and such determination shall be binding on both parties;
 - (ac) The valuers appointed before commencing their determination shall appoint a third expert who need not be a registered valuer;
 - (ad) The valuers appointed by the parties shall determine the current market rent of the Land but if they fail to agree then the rent shall be determined by the third expert;
 - (ae) Each party shall be given the opportunity to make written or oral representations subject to such reasonable time and other limits as the valuers or the third expert may prescribe and they shall have regard to any such representations but not be bound thereby.

In ascertaining the new annual rental to apply from a review date:



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- (af) the value of any building or improvements then existing upon the Land shall not be taken into consideration; and
- (ag) for so long as the Lessee is a Government Agency, the parties and their valuers shall have regard only to the actual use the land is put to by the Lessee (which in the case of the Ministry of Justice or its successor is recorded in Item 6(a) of Schedule A), and shall disregard the use specified in Item 6(b) of Schedule A.

When the new rent has been determined, the person or persons determining the same shall give written notice thereof to the parties. The notice shall provide as to how the costs of the determination shall be borne and which provision shall be binding on the parties.

- (c) The annual rent so determined or accepted:
 - (i) shall not, in the case of a rent review during the initial term of this Lease, be less than the Annual Rental payable as at the Commencement Date, or in the case of a rent review during any subsequent term, be less than the Annual Rental payable at the commencement of such subsequent term; and
 - (ii) shall be the Annual Rental from the Rent Review Date, or the date of the initiated notice if such notice is given later than 6 months after the Rent Review Date.
- (d) For the avoidance of doubt, where a rent review date coincides with the commencement of a renewed or subsequent term, the annual rent shall be the current market rent of the Land agreed or determined as at that date in accordance with the foregoing provisions, and no minimum rent shall apply.
- (e) Pending determination of the current market rent of the Land, the Lessee if it is a Government Agency shall from the relevant review date, or the date of service of the Initiator's notice if such notice is served later than 3 months after the relevant review date, until the determination of the current market rent of the Land, pay an interim rent equivalent to that prior to the review date, however if the Lessee is not a Government Agency it will pay an interim rent as follows:
 - (i) If both parties supply a registered valuer's certificate substantiating the new rents proposed, the interim rent payable shall be half way between the new rents proposed by the parties; or
 - (ii) If only one party supplies a registered valuer's certificate, the interim rent payable shall be the rent substantiated by the certificate; or
 - (iii) If no registered valuer's certificates are supplied, the interim rent payable shall be the rent payable immediately prior to the relevant review date.
- (f) Upon determination of the new rent, any overpayment shall be applied in payment of the next month's rent and any amount then remaining shall immediately be refunded to the Lessee. Any shortfall in payment shall immediately be payable by the Lessee.



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4.07 RE-ENTRY

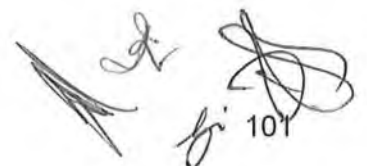
- (a) The Lessor may re-enter the Land where:
- (i) rental is in arrears for a period exceeding twenty (20) days after any rent payment date;
 - (ii) the Lessee is in breach of any covenant on the Lessee's part herein expressed or implied;
 - (iii) the Lessee makes or enters into or attempts to make or enter into any composition, assignment or other arrangement with or for the benefit of the Lessee's Creditors;
 - (iv) the Lessee becomes insolvent, bankrupt or goes into liquidation;

and the term of this Lease shall terminate on such re-entry and all Lessee's Improvements on the Land shall vest in and become the property of the Lessor, and no compensation or other consideration shall be payable by the Lessor to the Lessee in respect of any Lessee's Improvements vesting in the Lessor. Termination shall otherwise be without prejudice to the rights of either party against the other.

- (b) Whilst **HER MAJESTY THE QUEEN** is the Lessee under this Lease and should **HER MAJESTY THE QUEEN** either default in the payment of any rental for a period exceeding twenty days or more or otherwise breach any covenant on the Lessee's part herein expressed or implied, then before exercising any rights of re-entry the Lessor shall serve a notice (hereafter called "**the Default Notice**") on the Lessee specifying the breach complained of with sufficient particularity to enable the Lessee to clearly identify the default alleged.
- (c) The Default Notice notwithstanding anything to the contrary contained in clause 4.07(a) above shall specify that:
- (i) the Lessee must within 30 days of receipt of such notice remedy the default specified; and
 - (ii) that should the Lessee not remedy the default specified within this time, the Lessor shall thereafter be at liberty to re-enter the Land and to determine this Lease pursuant to this clause 4.07.
- (d) The Lessor acknowledges that it shall not re-enter the Land unless and until the provisions of clause 4.07(b) have been satisfied in full and further that any re-entry contrary to the provisions of clause 4.07(b) shall be null and void ab initio.

4.08 LESSEE'S RIGHT OF EARLY TERMINATION

- (a) Notwithstanding anything to the contrary herein contained or implied it is agreed that the Lessee may at any time in its sole discretion and without being required to give any reason, terminate this Lease by providing to the Lessor not less than 12 months notice in writing to that effect PROVIDED THAT:



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- (i) no such notice may be given during the initial 20 year term of this Lease; and
 - (ii) no such notice may be given so as to effect termination of this lease within the first 10 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 accrued up to the date of termination.

4.09 INSURANCE

- (a) The Lessor shall be responsible for insuring any Lessor's Property on the Land.
- (b) The Lessee shall be responsible for insuring or self insuring any Lessee's Improvements on the Land.
- (c) Should any property referred to in sub clauses (a) and (b) above be damaged or destroyed, then it shall be the sole responsibility of the party effecting insurance to decide (subject to the rights of any mortgagee of theirs) whether to effect reinstatement or not and the other party shall abide by this decision whatever it may be.
- (d) In the event of any building comprising a Lessee's Improvement being destroyed or so damaged as to render the Land untenable for the purpose specified in Item 6(a) of Schedule A in the reasonable opinion of the Lessee, then the Lessee may at its discretion terminate this Lease by giving 3 months notice in writing to that effect to the Lessor. At the expiration of such period this lease will come to an end and neither party will have any claim upon the other except in respect of any antecedent breach by either party. The Lessee will demolish any remaining Lessee's Improvements and will clear the Land of all improvements, structures, rubbish and debris.

4.10 RATING ASSESSMENTS

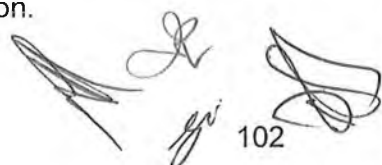
The parties agree that the Lessee may at any time make application to the Territorial Authority for a separate rating assessment of the Land in its name and thereafter account direct to the Territorial Authority for all rates payable on the Land.

4.11 ENTIRE AGREEMENT

This Lease constitutes the entire and complete agreement between the parties in relation to the lease of the Land and no variation shall be effective or binding unless it is recorded in writing and executed in the same manner as this Lease.

4.12 DIFFERENCES AND DISPUTES

- (a) Unless any dispute or difference is resolved by mediation or other agreement, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 and any amendment thereof or any other statutory provision then relating to arbitration.



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- (b) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice president for the time being of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of Article 11 of the First Schedule of the Arbitration Act 1996 are to be read subject hereto and varied accordingly.
- (c) The procedures described in this clause shall not prevent the Lessor from taking proceedings for the recovery of any rental or other moneys payable hereunder which remain unpaid or from exercising the rights and remedies under this Lease.
- (d) The provisions of this clause shall be of no application to any review of rental under the provisions of clause 4.06(b)(ii).

4.13 SERVICE OF NOTICES

Any notice or other document required to be given, delivered or served under this Lease may be given, delivered, posted by ordinary post, served or transmitted by facsimile transmission (in which case it shall be subsequently posted) to the respective addresses for service of the Lessor and the Lessee set out in Item 13 of Schedule A. Any alteration to or change in any detail of a party's address for service shall be promptly advised to the other party.

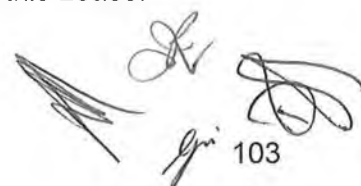
If either party does not have a current address for service, then service in terms of this clause may be effected on that party by registered post addressed to the registered office or principal place of business of the party intended to be served; and any notice or other document given or served shall be deemed to have been given or served and received by the other party two days after the date of posting.

4.14 REGISTRATION OF LEASE

The parties acknowledge their agreement that this Lease be registered under the provisions of the Land Transfer Act 1952 at the expense of the Lessee in all things. The Lessor agrees to make title available for this purpose and consents to the Lessee caveating the title to protect its interest in the within Lease prior to the registration of this Lease. The parties shall take all practical steps to register the Lease as soon as possible and the Lessee shall withdraw any caveat it has lodged on the registration of the Lease.

4.15 COSTS

- (a) The parties shall pay their own costs of and incidental to the negotiation, preparation and execution of this Lease. The Lessee shall pay the Lessor's costs of and incidental to the preparation and execution of any variation (where this is requested by the Lessee), renewal or surrender of this Lease or the obtaining of any consents or approvals associated with this Lease.
- (b) The Lessee shall pay the Lessor's reasonable costs (including reasonable legal costs) of and incidental to the proper enforcement or proper attempted enforcement of the Lessor's powers, rights or remedies under or pursuant to this Lease.



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

4.16 INTEREST

If the Lessee shall fail to pay any instalment of rental or other sum of money payable to the Lessor under this Lease within 14 days of the day on which it fell due or, if the Lessee shall fail to pay to the Lessor upon demand any amount paid by the Lessor to remedy any default by the Lessee of the Lessee's obligations under this Lease within 14 days from the date such demand is received by the Lessee, then any amount not so paid shall bear interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for overdraft accommodation plus a margin of 4% per annum accruing on a daily basis from the due date for payment or the due date of payment by the Lessor (as the case may be) down to the date that such amount is paid by the Lessee. The Lessor shall be entitled to recover such interest in the same manner as if it were rent in arrears.

4.17 ESSENTIAL TERMS

Any breach by the Lessee of the following provisions shall be deemed to be a breach of an essential term of this Lease:

(a) ***Payment of Rental:***

The covenant to pay rental or other money payable by the Lessee under this Lease;

(b) ***Assignment and Sub Leasing:***

The provisions dealing with assignment and sub leasing; or

(c) ***Use of Land:***

The provisions restricting the use of the Land.

4.18 WAIVER

The acceptance by the Lessor of any arrears of rental or other money payable under this Lease shall not constitute a waiver of the essential obligation to pay any other rental or money payable under this Lease, nor shall it constitute a waiver of any other essential term of this Lease.

4.19 RENT MORATORIUM

If any moratorium or other law, act or regulation that (notwithstanding clause 4.06 hereof) applies to this Lease has the effect of postponing any periodic review of rental as at a review date, then if and whenever such moratorium is lifted or the law, act or regulation is repealed or amended so as to permit the rent to be reviewed, the review that has been postponed shall take place as at the date that the moratorium is lifted or such law, act or regulation is repealed or amended to the intent that the rent review shall establish the rental as at such date and not as at the postponed review date. Any subsequent rent review shall take place on the next following review date as specified in Item 8 of Schedule A.



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR GISBORNE HIGH AND DISTRICT COURT

4.20 ARTEFACTS OR FOSSILS

Artefacts, fossils, articles of value or antiquity and structures and other remains or things of geological, historical, archaeological or cultural interest relating to the indigenous people of New Zealand discovered on or under the surface of the Land shall, as between the Lessor and Lessee, be deemed to be the property of the Lessor. The Lessee shall use its best endeavours to prevent such articles or things being removed or damaged and shall, as soon as practicable, notify the Lessor of such discovery and carry out, at the expense of the Lessor, the Lessor's reasonable instructions as to delivery or disposal of such articles or things.

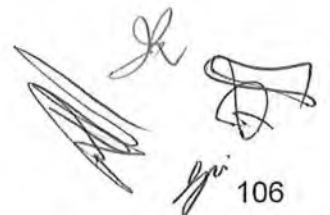


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DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

LEASE FOR MANUTUKE SCHOOL SITE



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

MEMORANDUM OF LEASE dated []

LESSOR [GOVERNANCE ENTITY]

LESSEE HER MAJESTY THE QUEEN acting by and through the Secretary for Education

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between [claimant group] and the Crown, under which the parties agreed to sell the Land to [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.

[SIGNED on behalf of the Lessor by]

[SIGNED on behalf of the Lessee by]



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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

[\$] plus GST per annum payable monthly in advance on the first day of each month with a first payment due on the [Date] day of [Month & Year].

ITEM 4 TERM OF LEASE

21 Years.

ITEM 5 LESSEE OUTGOINGS

- 5.1** Rates and levies payable to any local or territorial authority, excluding any taxes levied against the Lessor in respect of its interest in the Land.
- 5.2** All charges relating to the maintenance of any Lessee Improvements (whether of a structural nature or not).
- 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

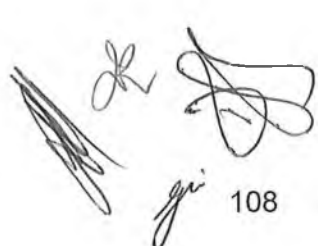
The Permitted Use referred to in clause 9.

ITEM 7 RIGHT OF RENEWAL

Perpetual rights of renewal of 21 years each from [Date], and each 21st yearly anniversary after that date.

ITEM 8 RENT REVIEW DATES

[Date] and 7 yearly after that Date.



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

ITEM 9 LESSEE'S IMPROVEMENTS

As defined in clause 1.9 and including the following existing improvements: [List 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].

ITEM 10 CLAUSE 16.5 NOTICE

To: [Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6011 ("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]



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

ITEM 11 **CLAUSE 16.6 NOTICE**

To: *[Governance Entity] ("the Lessor")*

And to: *The Secretary, Ministry of Education, National Office, PO Box 1666,
WELLINGTON 6011 ("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]


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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.

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
- (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;



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

- (iii) a State enterprise;
 - (iv) the New Zealand Railways Corporation; 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% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.



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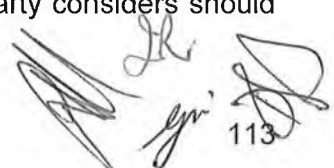
DOCUMENTS

4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

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% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
 - (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 3.5% 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 market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value 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 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



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

- be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
 - (e) The parties must try to agree on a new Annual Rent.
 - (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
 - i. by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
 - ii. if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
 - (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
 - (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
 - (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 rent review provisions may be varied by the parties by agreement and must be recorded in a variation of this Lease.



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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 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6 Utility Charges

- 6.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 6.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 6.3 If required to do so by the Lessor or any territorial or 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

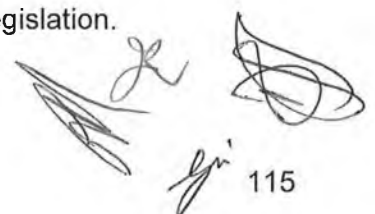
The Land may be used for Education Purposes, and/or any other Public Work, including any lawful secondary or incidental use.

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.



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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 13.1, 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

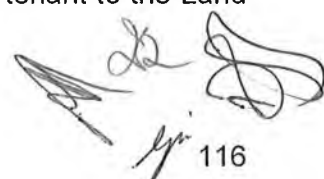
- 13.1 If as the result of a natural event the Land is destroyed, altered or damaged so significantly that it is no longer suitable for the Permitted Use, then the Term will immediately terminate, provided that any termination under this clause will be without prejudice to the rights of either party against the other.
- 13.2 If the Land is damaged or altered but not so significantly that it is no longer suitable for the Permitted Use the parties may renegotiate in good faith the Annual Rent payable under this Lease and may agree to suspend the parties' obligations under this Lease for an agreed period.

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.



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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 sale of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.
- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 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 and the Lessee will reinstate the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 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.



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18 Signs

The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

19 Insurance

- 19.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.
- 19.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

20 Fencing

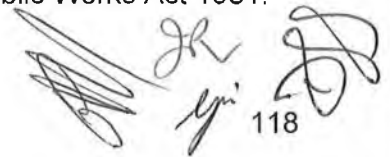
- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence 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 Act 1989 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 Nothing in clauses 22 or 23 prevents the Lessee from disposing of or transferring all or part of its interest in the Land under section 40, 41, 42, 50 or 52 of the Public Works Act 1981.



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

22.5 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.

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 Act 1989 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 Act 1989 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 Act 1989 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 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



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

- (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 in perpetuity every 21 years beginning with 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 current 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 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.
- 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.



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

30 Entire Agreement

This Lease sets out the entire agreement between the parties in relation to the Land and any variation to the Lease must be recorded in writing and executed in the same way as this Lease.

31 Disputes

The parties will try to resolve all disputes by negotiations in good faith. If negotiations are not successful, the parties will refer the dispute to the arbitration of two arbitrators (one to be appointed by each party) and an umpire (to be appointed by the arbitrators before arbitration) in accordance with the Arbitration Act 1996.

32 Service of Notices

32.1 Notices given under this Lease by the Lessor must be served on the Lessee by hand delivery or by registered mail addressed to:

The Secretary for Education
Ministry of Education
PO Box 1666
WELLINGTON 6011

32.2 Notices given under this Lease by the Lessee must be served on the Lessor by hand delivery or by registered mail addressed to:

[INSERT CONTACT DETAILS]

32.3 Hand delivered notices will be deemed to be served at the time of delivery. Notices sent by registered mail will be deemed to be served two Business Days after posting.

33 Registration of Lease

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 1952. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

34 Costs

The parties will pay their own costs relating to the negotiation, preparation and execution of this Lease and any renewal, variation or surrender of the Lease.



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4: LEASES FOR LEASEBACK PROPERTIES: LEASE FOR MANUTUKE SCHOOL SITE

LESSOR:

LESSEE:

HER MAJESTY THE QUEEN
acting by and through the Secretary for Education

MEMORANDUM OF LEASE

THE SECRETARY FOR EDUCATION
MINISTRY OF EDUCATION
NATIONAL OFFICE
WELLINGTON



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5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

5 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

Relationship Agreement between the Ministry for the Environment (the Ministry) and Rongowhakaata

1.1 PURPOSE

The purpose of this Relationship Agreement is to set out how the governance entity or Rongowhakaata ("the governance entity") and the Secretary for the Environment ("the Secretary") will establish and maintain a positive, co-operative and enduring relationship.

1.2 SCOPE

This Relationship Agreement will apply to all functions, responsibilities and actions of the Secretary that affect the Rongowhakaata Area of Interest (attached), but exclude the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.

The commitments of the Secretary 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.

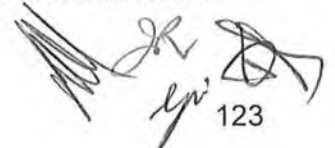
1.3 TE TIRITI O WAITANGI

The Secretary and Rongowhakaata are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. Rongowhakaata consider that this agreement provides a process or opportunity by which the Crown seeks to restore its reputation as a Treaty partner.

1.4 FUNCTIONS OF THE MINISTRY FOR THE ENVIRONMENT

The Ministry was established by the Environment Act 1986 with these functions:

- to advise the Minister for the Environment ("the Minister") on all aspects of environmental administration, including:
 - management policies for natural and physical resources and ecosystems;
 - significant environmental impacts of public or private sector proposals; and
 - ensuring effective provision is made for public participation in environmental planning and policy formulation, particularly at the regional and local level;
- to obtain information, and to conduct and supervise research, so it may advise the Government on environmental policies;
- to provide the Government, its agencies, and other public authorities with advice on:



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5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- the application, operation, and effectiveness of legislation specified in the Environment Act 1986 (e.g. Conservation Act, Forests Act, Local Government Act, Marine Reserves Act, Resource Management Act, etc.);
- procedures for the assessment and monitoring of environmental impacts;
- pollution control and the co-ordination of the management of pollutants in the environment;
- the identification and likelihood of natural hazards and the reduction of the effects of natural hazards;
- the control and management of hazardous substances;
- to facilitate and encourage the resolution of conflict in relation to policies and proposals which may affect the environment;
- to provide and disseminate information and services to promote environmental policies;
- generally to provide advice on matters relating to the environment; and
- to carry out functions specified under any other legislation, including:
 - Resource Management Act 1991 ("RMA");
 - Hazardous Substances and New Organisms Act 1996;
 - Ozone Layer Protection Act 1996;
 - Climate Change Response Act 2002; and
 - Waste Minimisation Act 2008.

The Environmental Protection Authority (EPA) is a statutory office established by 2009 amendments to the RMA and housed within the Ministry under the Secretary. The Minister has announced that a new EPA will be established as a Crown agent responsible to the Minister. This EPA will combine aligned technical and regulatory functions and powers from the Ministry, Ministry of Economic Development and Environmental Risk Management Authority and is expected to be operational by 1 July 2011.

Much of the responsibility for day to day environmental management is devolved to local government, especially under the RMA. This makes regional and district councils a critical part of environmental management in New Zealand. The Ministry provides guidance for their activities through national policy statements and national environmental standards (which are binding on local authorities), and also through professional development and sharing knowledge about best practice.

Many of the Ministry's activities involve partnerships with particular councils, iwi, business organisations or community groups to work on matters that are of national importance.



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5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

1.5 RELATIONSHIP PRINCIPLES

The governance entity and the Secretary agree to abide by the following relationship principles when implementing this agreement and exercising their various roles and functions:

- working in a spirit of co-operation;
- operating a 'no surprises' approach;
- acknowledging that the relationship is evolving, not prescribed;
- respecting the independence of the parties and their individual mandates, roles and responsibilities; and
- recognising and acknowledging that parties benefit from working together by sharing their vision, knowledge and expertise.

1.6 COMMUNICATION BETWEEN THE PARTIES

The Ministry shall establish and maintain effective and efficient communications with the governance entity on a continuing basis through:

- relationship meetings (in accordance with the section below on Relationship Meetings);
- maintaining information on the governance entity's office holders, and their addresses and contact details;
- appointing a primary Ministry contact for the governance entity who will act as a liaison person with other Ministry staff;
- providing reasonable opportunities for the governance entity to meet with Ministry managers and staff to discuss and (if possible) resolve any issue that may arise;
- informing relevant staff of the contents of this relationship agreement and their responsibilities and roles under it; and
- providing reasonable opportunities for the governance entity to participate, if they choose to, in regional forums administered by the Ministry, that are established to interact with the Ministry on environmental issues that affect the Rongowhakaata Area of Interest.

1.7 STAFF AWARENESS

From the date of signing this agreement the Secretary will arrange for relevant staff to be educated on any information the governance entity are willing to provide on Rongowhakaata values and practices that adds value to work programmes the Ministry is involved in within the Rongowhakaata Area of Interest.

1.8 RELATIONSHIP MEETINGS

Representatives of the governance entity and of the Secretary will participate in a bi-ennial relationship meeting, as agreed in the Deed of Settlement dated [insert date] between



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5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

Rongowhakaata and the Crown ("Deed of Settlement"), unless both parties agree in writing to vary or terminate the provisions of clause 6.39 of the Deed of Settlement.

The parties agree that, where possible, the bi-ennial relationship meeting will be held jointly with representatives of the governance entities for Ngai Tamanuhiri and Te Whakarau in Turanganui a Kiwa on common issues in Turanganui a Kiwa.

The parties agree that when there are specific issues for Rongowhakaata representatives of the Secretary will meet separately with the governance entity, and where practicable and in the interests of efficiency and best use of time and resources, joint Turanganui a Kiwa and specific Rongowhakaata issues meetings will occur on the same day.

Before each meeting, representatives of the Secretary and the governance entity will agree administrative arrangements for the meeting(s). The parties agree that the bi-ennial meeting(s) will be held on the margins of meetings of the Central Leadership Group or other relationship forum developed in accordance with the Deed of Settlement.

The Ministry surveys all New Zealand councils (regional, territorial and unitary) every two years about their RMA processes. Before each bi-ennial meeting, the Ministry will provide the governance entity with the most recent published information from this survey, for discussion at the meeting, as it relates to the performance of local authorities in the Rongowhakaata Area of Interest.

The agenda for each meeting will be agreed between the Secretary and governance entity no later than 10 working days before the meeting. Standing agenda items may include:

- monitoring of local authority performance in the Rongowhakaata Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions of the RMA;
- any other opportunities relating to the Minister's statutory functions in relation to the above matters;
- any other matters of mutual interest.

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

The first relationship meeting will happen within 12 months after Settlement Date under the Deed of Settlement unless rescheduled by mutual agreement of the parties.

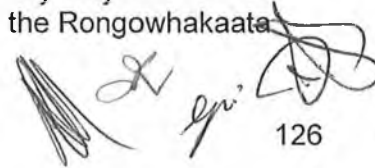
Outside of the relationship meetings, relevant representatives of the parties may meet on a mutually agreed basis to discuss matters of interest. The agenda for each meeting will be agreed between the parties no later than 10 working days before the meeting.

It is acknowledged that the relationship between the Ministry for the Environment and the governance entity will also be supported through the Central Leadership Group.

1.9 ACTIONS FOLLOWING RELATIONSHIP MEETINGS

The Ministry for the Environment

The Secretary is interested in whatever response the governance entity may have to the information the Ministry holds on the performance of councils within the Rongowhakaata



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5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

Area of Interest, and any insights the governance entity may be able to provide on resource management. The Ministry is committed to acting on any information provided by the governance entity as possible within the Ministry's scope and functions as set out above.

Matters to be considered as part of the possible actions must be of mutual interest to the parties and within the parties' respective capabilities, resources and mandated work programmes.

Possible actions may include:

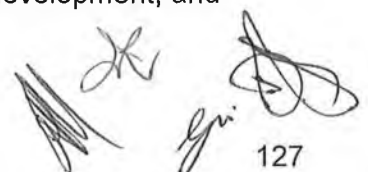
- developing best practice advice for all councils based on positive interactions between the governance entity and councils that operate within the Rongowhakaata Area of Interest;
- considering whether the questions asked of councils in the Ministry's bi-ennial survey of RMA processes are appropriate and whether they need to be amended;
- considering whether national guidance on the RMA or resource management policy under development needs to be amended or developed in light of information provided by the governance entity;
- considering whether any feedback provided by the governance entity highlights an issue of national significance that should be addressed through legislative change; and
- considering whether the Ministry could offer support and advice, but not extending to legal advice, to any councils operating within the Rongowhakaata Area of Interest on their implementation of section 6 of the RMA, and, in extreme cases, whether the Minister should be informed of failures to implement section 6.

Representatives of the Secretary will maintain good communication with the governance entity on any actions the Ministry takes in response to information provided by the governance entity.

* RMA Section 6: Matters of national importance

In achieving the purpose of the RMA, all persons exercising functions and powers under it, in relation to managing the use, development, and protection of natural and physical resources, shall recognise and provide for the following matters of national importance:

- protecting the natural character of the coastal environment, wetlands, lakes and rivers, and protection of them from inappropriate subdivision, use and development;
- protecting natural features and landscapes from inappropriate subdivision, use and development;
- protecting significant indigenous vegetation and habitats of indigenous fauna;
- maintaining and enhancing public access to and along the coastal marine area, lakes and rivers;
- the relationship of Maori and their culture and traditions with their ancestral lands, water, sites, wahi tapu, and other taonga;
- protecting historic heritage from inappropriate subdivision, use and development; and
- protecting recognised customary activities.



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5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

SIGNED as an agreement on [xx]

SIGNED by
THE SECRETARY FOR THE ENVIRONMENT

[Dr. Paul Reynolds]

in the presence of:

WITNESS

Name:

SIGNED for and on behalf
of [*name of governance entity
to be inserted*] by

(name)

in the presence of:

WITNESS

(name)

Name:

WITNESS

Name:

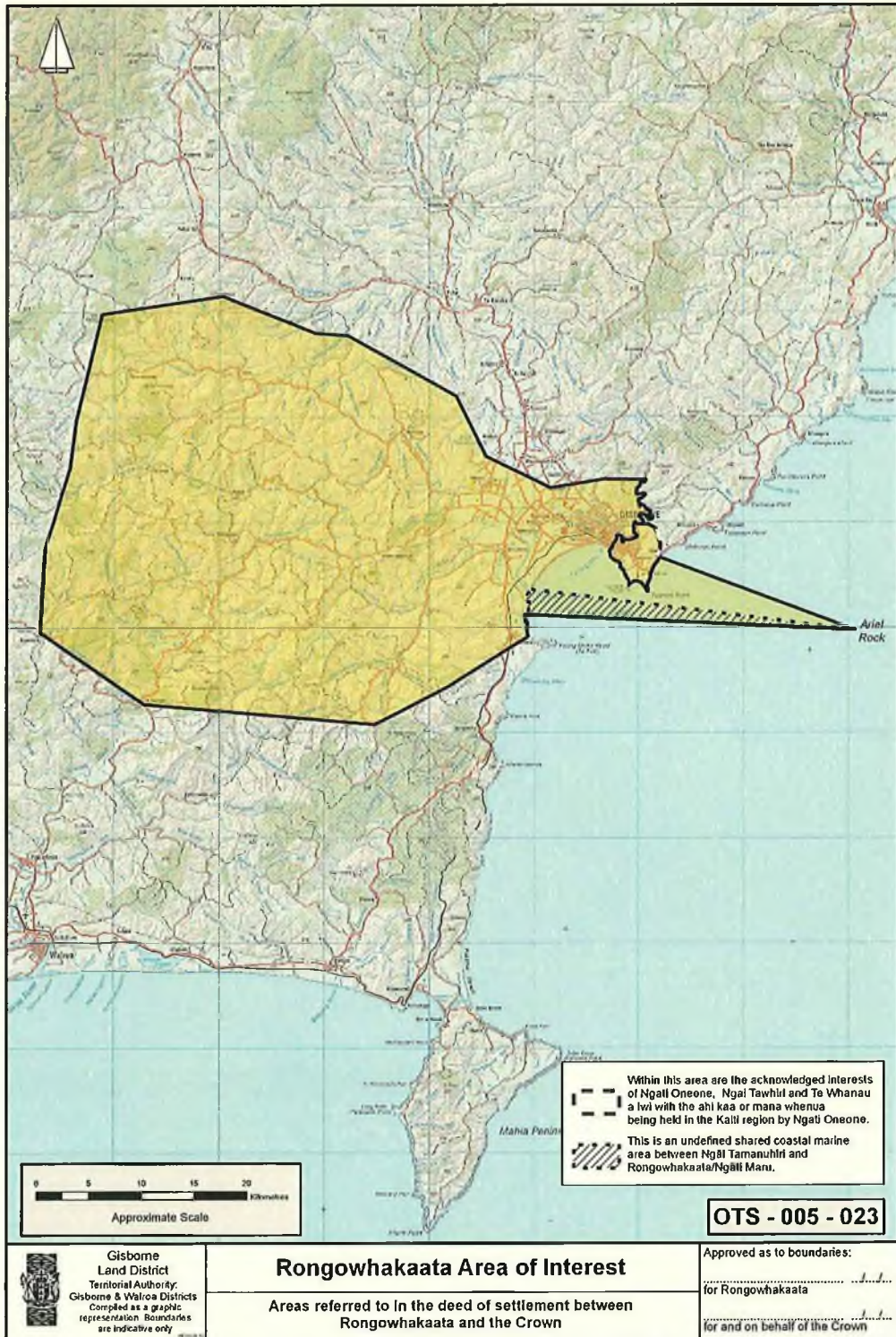


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5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

ATTACHMENT: MAP SHOWING THE RONGOWHAKAATA AREA OF INTEREST



[Handwritten signatures]

6 MUSEUMS AND OTHER INSTITUTIONS

New Zealand museums and other institutions

- Archives New Zealand, Te Rua Mahara o te Kawanatanga, Department of Internal Affairs
- Auckland War Memorial Museum
- Canterbury Museum
- Hawke's Bay Cultural Trust
- Puke Ariki
- Rotorua Museum of Art and History
- Tairāwhiti Museum and Art Gallery
- Otago Museum
- Whakatane District Museum & Gallery
- Whanganui Regional Museum
- Kiwi North (Whangarei Museum and Kiwi House at Heritage Park)

International museums and other institutions

- The British Museum, London (The Trustees of the British Museum)
- The Field Museum of Natural History, Chicago
- National Museum of Scotland, Edinburgh
- Museum Volkenkunde, Leiden
- Great North Museum: Hancock, Newcastle Upon Tyne, England
- National Gallery of Australia, Canberra, Australia
- Melbourne Museum
- Barbier-Mueller Museum of Geneva (Switzerland)
- Peabody Museum of Natural History, Yale University
- Philadelphia Museum of Art
- The Bernice Pauahi Bishop Museum, designated the Hawaii State Museum of Natural and Cultural History

7 TE RURUKU

TE KOOTI RIKIRANGI: HISTORICAL INTERPRETATION BY THE DEPARTMENT OF CONSERVATION

1. Introduction

A consequence of the Crown's long and far ranging pursuit of Te Kooti Rikirangi between 1868 and 1872 is that he became a notable figure in the histories of many different sites across the North Island. The Department of Conservation, in the course of undertaking its responsibilities for historic heritage, may commission interpretation material discussing Te Kooti Rikirangi's role in the histories of sites it administers. The Crown acknowledges the aspiration of Nga Uri to contribute to the manner in which Te Kooti Rikirangi is represented in such material.

2. Area of Application

This document states actions to be undertaken by the Department of Conservation and Nga Uri in respect of historical interpretation material presented to the public by the Department outside the Rongowhakaata DOC Protocol Area.

3. Promotion of Relationship with Conservation Boards and Conservators

The Minister of Conservation will write letters to Conservation Boards responsible for Conservancies where Te Kooti Rikirangi was a notable historical figure to inform the Conservation Boards of the Crown's engagement with Nga Uri over historical interpretation about Te Kooti Rikirangi.

The Department of Conservation will provide Nga Uri with contact details for Conservators responsible for these Conservancies and will invite Nga Uri to write to each Conservator about Te Kooti Rikirangi's role in the histories of these regions.

4. Respect for the views of Nga Uri on Historical Interpretation Referring to Te Kooti Rikirangi

The Department of Conservation will seek and consider the views of Nga Uri on any historical interpretation material (including signs, publications and website information) that the Department produces or commissions, in relation to sites it manages, where this material refers to Te Kooti Rikirangi.

5. Public Notification of Relevant Conservation Management Strategies

The Department of Conservation will notify Nga Uri when a draft Conservation Management Strategy is publicly notified for a Conservancy (outside the Rongowhakaata DOC Protocol Area) where Te Kooti Rikirangi had a notable historical role.

6. Information on Sites of Importance to Nga Uri

Nga Uri will provide the Department of Conservation with information identifying sites on public conservation land where Te Kooti Rikirangi had a notable historical role. This



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7: TE RURUKU

information may be amended or supplemented from time to time as necessary and practicable.

7. Department of Conservation Responsibilities Under Section 4 of the Conservation Act 1987 Unaffected

Implementation of the commitments in this document does not derogate from the requirement under section 4 of the Conservation Act 1987 for the Department of Conservation to interpret and administer the Act so as to give effect to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.

8. Definitions

Rongowhakaata DOC Protocol Area means the area identified on the map in Attachment A of the conservation protocol issued by the Crown through the Minister of Conservation and set out in part 2 of the documents schedule of the deed of settlement between Rongowhakaata, including Nga Uri o Te Kooti Rikirangi, the trustees of the Rongowhakaata Settlement Trust and the Crown dated 30 September 2011; and

Nga Uri means the trustees for the time being of the Nga Uri o Te Kooti Rikirangi Settlement Trust, in their capacity as trustees of that trust; and

Nga Uri o Te Kooti Rikirangi Settlement Trust means the trust known by that name and established by a trust deed dated 29 September 2011.