

TE RŪNANGA O TE RARAWA

and

HER MAJESTY THE QUEEN

in right of New Zealand

**Agreement in Principle
for the Settlement of the Historical Claims of
Te Rarawa**

7 September 2007

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Negotiations to Date

- 1 On 18 March 2002, the Crown recognised the mandate of Te Rūnanga o Te Rarawa (the **Rūnanga**) to negotiate, on behalf of Te Rarawa, an offer for the settlement of the Historical Claims of Te Rarawa. On 5 December 2002, the parties entered into Terms of Negotiation, that set out the scope, objectives and general procedure for negotiations.
- 2 Negotiations have now reached a stage where the parties wish to enter into this Agreement in Principle recording that they are willing to settle the Historical Claims by entering into a Deed of Settlement on the basis set out in this Agreement in Principle.

General

- 3 This Agreement in Principle contains the nature and scope of the Crown's offer to settle the Historical Claims.
- 4 The redress offered to Te Rarawa to settle the Historical Claims comprises three main components. These are:
 - a. Historical Account, Crown Acknowledgements and Crown Apology;
 - b. Cultural Redress; and
 - c. Financial and Commercial Redress.
- 5 Following the signing of this Agreement in Principle, the parties will work together in good faith to develop, as soon as reasonably practicable, a Deed of Settlement. The Deed of Settlement will include the full details of the redress the Crown is to offer to settle the Historical Claims and all other necessary matters. The Deed of Settlement will be conditional on the matters set out in paragraph 88.
- 6 The Crown and the Rūnanga each reserve the right to withdraw from this Agreement in Principle by giving written notice to the other party.
- 7 This Agreement in Principle is entered into on a without prejudice basis. It:
 - a. is non-binding and does not create legal relations; and
 - b. may not be used as evidence in any proceedings before, or presented to, the Courts, the Waitangi Tribunal and/or any other judicial body or tribunal.
- 8 The Terms of Negotiation continue to apply to the negotiations except to the extent affected by this Agreement in Principle.

Historical Account, Crown Acknowledgements, and Crown Apology

- 9 The Crown Acknowledgements and Apology are the cornerstone of the Crown's settlement offer and will outline the basis on which the Crown is settling the Historical Claims of Te Rarawa.
- 10 The Deed of Settlement will contain an Historical Account that outlines the historical interaction between the Crown and Te Rarawa.
- 11 On the basis of the Historical Account, the Crown will acknowledge in the Deed of Settlement that certain actions or omissions of the Crown were a breach of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The Crown will offer an apology to Te Rarawa in the Deed of Settlement for the acknowledged Crown breaches of Te Tiriti o Waitangi/the Treaty of Waitangi and its principles.
- 12 The Historical Account, Crown Acknowledgements, and Crown Apology will be developed following the signing of the Agreement in Principle.
- 13 In broad though not exclusive terms, the Historical Account is likely to reflect the experiences of Te Rarawa in relation to:
 - a. the pre-Treaty situation including Te Rarawa participation in the Declaration of Independence and Te Tiriti o Waitangi/the Treaty of Waitangi;
 - b. the Crown's investigation of pre-Treaty land transactions, including the scrip and surplus land policy;
 - c. pre-1865 Crown purchases;
 - d. the operation and impact of the native land laws and post-1865 Crown purchases;
 - e. twentieth century land administration, including the operations of the Tokerau Māori Land Board, the operation and impact of the legislation governing the Māori Trustee, and Māori land development schemes;
 - f. land takings for public works;
 - g. natural resource issues including: waterways, mahinga kai, mudflat reclamation, timber extraction, exploitation and degradation of natural resources, mining and mineral issues (including, rock, sand and gum), fisheries and flora and fauna;
 - h. loss of control and management of Te Rarawa lands for recreational purposes;
 - i. sites of significance including wāhi tapu;

- j. rating legislation and issues;
- k. Māori land legislation from 1953 onwards;
- l. Te Reo me ona tikanga; and
- m. the devolution of Crown authority to local and regional authorities.

Cultural Redress

Whenua Ngāhere

- 14 Whenua Ngāhere is one of the cornerstones of the settlement redress. It is intended to give effect to a new relationship between Te Rarawa, the Minister of Conservation, and the Department of Conservation.
- 15 The Crown intends to acknowledge in the Deed of Settlement that the respective Hapū of Te Rarawa exercise manawhenua over three areas of Conservation Land in Te Rarawa's Area of Interest, which are referred to in **Attachment 2**:
 - a Te Rarawa Whenua Ngāhere i te Taiao;
 - b Maungataniwha Whenua Ngāhere i te Taiao; and
 - c Te Oneroa a Tohe Whenua Ngāhere i te Taiao.
- 16 In some areas manawhenua will be exclusive and in other areas it will be shared with other iwi. The acknowledgement will be subject to Crown consultation with other iwi. Te Rarawa and the Crown accept that other iwi may also exercise manawhenua or other customary interests within Te Rarawa's Area of Interest.
- 17 In developing cultural redress relating to the Conservation Land referred to in **Attachment 3**, the Crown and Te Rarawa agreed a set of principles that guided the creation of a new redress classification, Whenua Ngāhere. These principles are to be included in the Deed of Settlement and are as follows:
 - a to strengthen the Te Rarawa-Crown Te Tiriti o Waitangi/Treaty of Waitangi relationship;
 - b to recognise Te Rarawa's kaitiaki role;
 - c to recognise the Crown's regulatory role;
 - d to promote and support conservation values;
 - e to engage the communities of the respective Hapū of Te Rarawa in conservation activities;

- f to recognise and protect Te Rarawa historical and cultural values and interests;
 - g to ensure ongoing public access to Conservation Land;
 - h the Crown intends to retain the Conservation Land within Te Rarawa's Area of Interest; and
 - i to support Te Rarawa's development goals by, for instance, providing information and technical advice to the extent that these goals are consistent with conservation objectives.
- 18 The Deed of Settlement will provide for a Whenua Ngāhere classification to recognise Te Rarawa's historical and cultural relationship, and to give effect to Te Rarawa's ongoing kaitiaki role, with the Conservation Land within Te Rarawa's Area of Interest.
- 19 The Crown acknowledges that the Conservation Land referred to in **Attachment 3** includes:
- a maunga that are culturally and spiritually significant to Te Rarawa iwi and the respective Hapū of Te Rarawa;
 - b burial grounds, torere, ana koiwi and other wāhi tapu scattered across the Conservation Land;
 - c battlegrounds and sites of significance; and
 - d sites where food, rongoa, and other materials were gathered.
- 20 The Deed of Settlement will provide for the following Whenua Ngāhere redress:

Annual meeting with the Minister of Conservation

- a an annual meeting between Te Rarawa and the Minister of Conservation (or Director-General or senior delegate) to discuss issues related to conservation policy, strategy, management and implementation of projects for Conservation Land within Te Rarawa's Area of Interest;

Relationship with the Department of Conservation

- b a relationship process or relationship processes between Te Rarawa and the Department of Conservation that:
 - i involves Te Rarawa in conservation strategy and management, and the implementation of projects for Conservation Land covered by Whenua Ngāhere;
 - ii enables the parties to explore ways that Te Rarawa can exercise kaitiakitanga over their ancestral lands, natural and historic resources and other taonga currently administered by the Department of Conservation; and

- iii provides opportunities for Te Rarawa and the Department of Conservation to work together in relation to local area management planning processes;
- c in relation to the management of wāhi tapu sites covered by Whenua Ngāhere, Te Rarawa (with an emphasis on working with relevant hapū) and the Department of Conservation:
 - i reaching agreement on a regime to provide for the protection and conservation of wāhi tapu and other sites of significance to Te Rarawa;
 - ii as far as reasonably practicable, respecting and protecting wāhi tapu, wāhi taonga and places of historical significance and importance to Te Rarawa;
 - iii undertaking protection and conservation of wāhi tapu and other sites of significance to Te Rarawa; and
 - iv when requested by Te Rarawa, discussing and facilitating the recording and protection of wāhi tapu and other places of cultural significance to Te Rarawa;
- d the creation and naming of three areas of Conservation Land referred to in **Attachment 2** to reflect Te Rarawa's relationship with these areas, while recognising any interests of other iwi groups:
 - i Te Rarawa Whenua Ngāhere i te Taiao – an area in which Te Rarawa has exclusive interests referred to in **Attachment 2**;
 - ii Maungataniwha Whenua Ngāhere i te Taiao – an area that includes Maungataniwha, an iconic maunga for Te Rarawa and other iwi including Ngāti Kahu and Ngapuhi, referred to in **Attachment 2**; and
 - iii Te Oneroa a Tohe Whenua Ngāhere i te Taiao – an area of Te Rarawa's Area of Interest, where other Te Hiku o te Ika iwi share interests, referred to in **Attachment 2**;
- e a mechanism reflecting Te Rarawa's desire to preserve in perpetuity the Conservation Land, that requires the Crown to offer Te Rarawa the opportunity to purchase surplus Conservation Land within the Te Rarawa Whenua Ngāhere i te Taiao for a period of 168 years from the Settlement Date. This mechanism will include similar terms and conditions to a Right of First Refusal in other recent settlements so far as they are applicable to Conservation Land, but with variations to be negotiated. This mechanism will be subject to the conditions applicable to financial and commercial redress set out in paragraphs 72(c) – 72(e), and 72(g) – 72(j) with necessary adaptations;
- f promoting Te Rarawa's historical and cultural values and interests when providing public information and interpretation services by:

- i raising public awareness of positive conservation partnerships developed with Te Rarawa, for example by way of publications, presentations and seminars;
- ii working with Te Rarawa on how Te Rarawa tikanga, spiritual, historical and cultural values are respected to ensure the appropriate use of information about Te Rarawa in the provision of visitor facilities, public information and Department of Conservation publications such as inclusion of new panels, signs and visitor publications within the Whenua Ngāhere area;
- iii ensuring that Te Rarawa perspectives, references to the significance of the sites to Te Rarawa, and traditional Te Rarawa place names are considered; and
- iv using Te Reo Māori as an official language of New Zealand, as an integral part of providing public information and interpretation, in consultation with Te Rarawa, and taking into account the Department of Conservation's Te Reo Māori strategy;

Concessions for Conservation Land covered by Whenua Ngāhere

- g notification to Te Rarawa of any concession applications or renewals of applications on Conservation Land covered by Whenua Ngāhere so that Te Rarawa can indicate within 10 business days whether applications have any impacts on Te Rarawa's historical and cultural values and interests;
- h if an application has an impact on Te Rarawa's historical and cultural values and interests, allowing a reasonable specified timeframe (of at least a further 20 business days) for comment;
- i prior to issuing concessions to carry out activities on land within Whenua Ngāhere ensure that the concessionaire is informed of Te Rarawa's historical and cultural values and interests, and their ongoing role as kaitiaki;

Northland Conservation Board and Northland Conservation Management Strategy

- j providing for the Minister of Māori Affairs, in consultation with Te Rarawa and other Northland Iwi/Hapū, to make two nominations for appointment to the Northland Conservation Board, subject to the approval of the Minister of Conservation;
- k inviting the Northland Conservation Board to enter into a relationship protocol between Te Rarawa and the Northland Conservation Board; and
- l relationship processes in which the Department of Conservation engages with Te Rarawa in the review of the Northland Conservation Management Strategy by seeking their views on:

- i the Northland Conservation Management Strategy in any review of it, with Te Rarawa's views to be sought at an early stage of such review;
- ii the issues Te Rarawa considers should be taken into account when drafting the Northland Conservation Management Strategy;
- iii any historical and cultural information that ought to be taken into account when drafting the Northland Conservation Management Strategy; and
- iv the draft Northland Conservation Management Strategy.

Implementation of Whenua Ngāhere

- 21 Following the signing of this Agreement in Principle:
- a the Crown and Te Rarawa will explore the possibility of funding options to enable Te Rarawa to be sufficiently resourced to participate effectively in the implementation and operation of Whenua Ngāhere; and
 - b the Department of Conservation and Te Rarawa will explore the creation of a document to be agreed by both these parties that will:
 - i set out in detail how Whenua Ngāhere is implemented; and
 - ii include processes for Te Rarawa access to cultural materials within Te Rarawa's Area of Interest.

Cultural Redress Properties

Sites to be solely vested in Te Rarawa

- 22 The Deed of Settlement and Settlement Legislation will provide for the Crown to vest in the Governance Entity on the Settlement Date the fee simple estate in each of those Cultural Redress Properties specified in **Table 1**.

Table 1 – Cultural Redress Properties to be solely vested in Te Rarawa

Site	Description	Conditions of vesting
Tangonge Map 1	OTS to purchase then vest in fee simple Part Sections 4 and 6 SO 64336 and legal road to be stopped, being approximately 125 ha of Landcorp-owned wetland; and Statutory vesting in fee simple of Part Allotment 42 Parish of Ahipara and	<ul style="list-style-type: none"> • Subject to a conservation covenant to protect conservation values over both the 125 ha and 25 ha parts of the site • Protection of Landcorp's stock track over the 125 ha part of the site • Subject to a right of way easement over the 125 ha part of

Site	Description	Conditions of vesting
	Part Crown Land, being the grazed area of Lake Tangonge Stewardship Area (approximately 25 ha)	<p>the site</p> <ul style="list-style-type: none"> • Subject to the Crown purchasing the 125 ha part of the site from Landcorp on terms and conditions acceptable to the Crown • Subject to an existing right of way easement over the 25 ha part of the site • Subject to an existing right to drain water easement over the 25 ha part of the site
Mapere Map 2	Statutory vesting in fee simple of Sections 193 and 194 Blk IV Ahipara SD (approximately 19 ha)	<ul style="list-style-type: none"> • Subject to a covenant to preserve public access to the beach
Takahue Map 3	Statutory vesting in fee simple of Section 3A Blk XV Takahue SD (approximately 2 ha)	<ul style="list-style-type: none"> • To be transferred by the Governance Entity to the local Tahawai hapū
Rotokakahi Map 4	Statutory vesting in fee simple of Parts Section 43 Blk VIII Whangape SD (approximately 3.6 ha)	<ul style="list-style-type: none"> • Subject to the Rotokakahi War Memorial Domain retaining its recreation reserve status, continuing to be administered by the Far North District Council (the Council) as a war memorial, and public access over this part of the site being preserved • Removal of the reserve status and removal of public access over the part of the site that is currently a local purpose reserve
Motukaraka Map 5	Statutory vesting in fee simple of Lots 1-4 DP 136481 Section 40 Blk X Mangamuka SD (approximately 40 ha)	<ul style="list-style-type: none"> • Removal of the scenic reserve status and removal of public access • Subject to a conservation covenant to protect conservation values over the part of the site that is currently a scenic reserve • Subject to the Crown both purchasing the site from the Council and compensating the Council for existing pine trees on the site on terms and conditions acceptable to the Crown

Site	Description	Conditions of vesting
Whangape Map 6	Statutory vesting in fee simple of Lots 2 and 3 DP 154514 (approximately 0.87 ha)	<ul style="list-style-type: none"> Subject to the site retaining its local purpose reserve status, continuing to be administered by the Council, and public access being preserved

Sites owned or administered by the Far North District Council

- 23 Following the signing of this Agreement in Principle, the Minister in Charge of Treaty of Waitangi Negotiations will explore with the Council and the Minister of Conservation the requests by Te Rarawa that:
- a both the recreation reserve status and public access over that part of the Rotokakahi site currently known as the "Rotokakahi War Memorial Domain" be removed; and
 - b the site at Whangape be administered by the local Ngāti Haua hapū.
- 24 An overview map showing the general location of all the Cultural Redress Properties is set out in **Attachment 4**. Maps for each of the Cultural Redress Properties specified in **Table 1** are set out in **Attachment 5**.

Sites to be jointly vested in Te Rarawa and other claimant groups

- 25 The Crown acknowledges that Te Rarawa and other claimant groups (Ngāti Kuri, Aupouri, Ngāi Takoto, Ngāti Kahu and Ngapuhi) have or may have historical and cultural interests in certain Cultural Redress Properties within Te Rarawa's Area of Interest. Accordingly, the Crown proposes the joint vesting of four sites in Te Rarawa and other relevant claimant groups as specified in **Tables 2 and 3** (referred to as **Joint Vesting Site** or **Joint Vesting Sites** as the case may be).
- 26 The claimant groups involved in the joint vesting of each Joint Vesting Site will differ from Joint Vesting Site to Joint Vesting Site, depending on the nature of each claimant group's interests there. A claimant group could be party to the joint vesting of a Joint Vesting Site in the future if they have well-founded historical Treaty claims and where the Crown considers it appropriate.
- 27 The Crown will consult the relevant claimant groups about their interests in each Joint Vesting Site, and will seek the views of Te Rarawa and relevant claimant groups on the mechanism/s to provide for the joint vesting of each Joint Vesting Site. The joint vesting mechanism may vary depending on the Joint Vesting Site and the claimant groups that may be party to each joint vesting. The Crown will encourage Te Rarawa and relevant claimant groups to reach an agreement on the mechanism for the joint vesting of each Joint Vesting Site. However, if agreement is not reached, the Crown will take the views of Te Rarawa and relevant claimant groups into account and make a decision on the mechanism to be used.

28 The joint vesting of all Joint Vesting Sites will be conditional on protecting third party interests in respect of the Joint Vesting Site, and any other appropriate conditions required to give effect to the joint vesting. This may include any interim arrangements required for the administration and management of a Joint Vesting Site after settlement with Te Rarawa has been reached.

29 Maps for each of the Joint Vesting Sites are set out in **Attachment 5**.

Table 2 – Cultural Redress Properties to be jointly vested in Te Rarawa and other claimant groups

Joint Vesting Site	Description	Claimant groups proposed to be party to the joint vesting	Conditions of vesting
<p>Lake Tangonge Stewardship Area Map 7</p>	<p>Joint vesting in fee simple of Part Allotments 37, 39, and 42 Parish of Ahipara, Part Crown Land, and legal road to be stopped (approximately 31 ha)</p>	<ul style="list-style-type: none"> • Te Rarawa • Ngāi Takoto 	<ul style="list-style-type: none"> • Subject to a conservation covenant to protect conservation values • Subject to the retention of existing public access • Subject to an existing right of way easement • Subject to an existing right to drain water easement • Subject to appropriate conditions to provide for the joint vesting of the Joint Vesting Site
<p>Maungataniwha Map 8</p>	<p>Joint vesting in fee simple of Part Maungataniwha West 1 and Part Section 2 Blk X Maungataniwha SD (approximately 40 ha)</p>	<ul style="list-style-type: none"> • Te Rarawa • Ngapuhi • Ngāti Kahu 	<ul style="list-style-type: none"> • Protection of Kordia Limited's (formerly Broadcast Communications Limited) existing rights to occupy and conduct its operations on the

Joint Vesting Site	Description	Claimant groups proposed to be party to the joint vesting	Conditions of vesting
			<p>Joint Vesting Site as established under the National Deed for existing telecommunication sites, 22 November 1993, between the Crown and Kordia Limited</p> <ul style="list-style-type: none"> • Subject to a conservation covenant to protect conservation values • Subject to the retention of existing public access (this is subject to Te Rarawa consulting local hapū following the signing of this Agreement in Principle) • Subject to an existing access easement over road to the maunga of Maungataniwha • Subject to appropriate conditions to provide for the joint vesting of the Joint Vesting Site

Commemoration of battles fought between Te Rarawa and other iwi along Te Oneroa a Tohe (Ninety Mile Beach)

- 30 The Crown proposes, subject to agreement being reached between Te Rarawa and other relevant claimant groups, to provide the following redress to commemorate certain historical battles fought by iwi along Te Oneroa a Tohe:
- a the joint vesting, in Te Rarawa and other relevant claimant groups, of the sites specified in **Table 3**; and
 - b to support the erection of a pouwhenua at Waipapakauri (Ngapae).

Table 3 – Cultural Redress Properties to be jointly vested in Te Rarawa and other claimant groups to commemorate historical battles fought along Te Oneroa a Tohe

Joint Vesting Site	Description	Claimant groups proposed to be party to the joint vesting	Conditions of vesting
Hukatere Map 9	Joint vesting in fee simple of Part Lot 1 DP 137713 (approximately 10 ha)	<ul style="list-style-type: none"> • Te Rarawa • Aupouri • any other claimant group with well founded historical Treaty claims and where the Crown considers it appropriate 	<ul style="list-style-type: none"> • Subject to an existing archaeological protective covenant • Subject to an existing water and soil protective covenant • Subject to an existing forest research protective covenant • Subject to an existing public access easement over Hukatere Road • Subject to consultation with the Crown Forest Licensee • Subject to

Joint Vesting Site	Description	Claimant groups proposed to be party to the joint vesting	Conditions of vesting
			appropriate conditions to provide for the joint vesting of the Joint Vesting Site
Clarke Road Stewardship Area at Waimimiha Map 10	Joint vesting in fee simple of Part Allotment 31 Parish of Ahipara (approximately 3.6 ha)	<ul style="list-style-type: none"> • Te Rarawa • Aupouri • any other claimant group with well founded historical Treaty claims and where the Crown considers it appropriate 	<ul style="list-style-type: none"> • Subject to any appropriate conditions to provide for the joint vesting of the Joint Vesting Site

Conditions for Cultural Redress Properties

- 31 The vesting of the Cultural Redress Properties is subject to (where relevant):
- a written agreement of Landcorp and the Council to the transfer of the sites they each currently own or administer;
 - b further identification and survey of sites;
 - c confirmation that no prior offer back or other third party right, such as those under the Public Works Act 1981, exists in relation to the site and that any other statutory provisions that must be complied with before the site can be transferred are complied with;
 - d any specific conditions or encumbrances included in **Tables 1, 2, and 3** and paragraphs 23, 25 – 28, and 30;
 - e any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the site to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information as requiring to be created;
 - f the rights or obligations at the Settlement Date of third parties in relation to fixtures, structures or improvements;
 - g Part 4A of the Conservation Act 1987;

- h sections 10 and 11 of the Crown Minerals Act 1991;
- i any other specific provisions relating to Cultural Redress Properties that are included in the Deed of Settlement; and
- j the Crown confirming the nature and extent of overlapping interests to the sites, and that those interests have been addressed to the satisfaction of the Crown.

32 Unless otherwise specified in the Deed of Settlement, the Governance Entity will be responsible for the maintenance of the Cultural Redress Properties, including any future pest control (including flora and fauna), fencing, interpretation material, required biosecurity responses, and removal of refuse if required. These matters will be negotiated following the signing of this Agreement in Principle. The Governance Entity will also become liable for the payment of any rates that become payable after transfer of the Cultural Redress Properties to the Governance Entity.

33 Following the signing of this Agreement in Principle, the Crown will prepare disclosure information in relation to each site, and will provide such information to the Rūnanga. If any sites are unavailable for transfer for any of the reasons given in either one or more of paragraphs 31(a), 31(c), 31(d), and 31(j) the Crown has no obligation to substitute such sites with other sites.

Access for Te Rarawa to the Cultural Redress Properties

34 The Crown undertakes to provide appropriate access for Te Rarawa to the Cultural Redress Properties, as set out in **Tables 1, 2, and 3**. If surrounding land is transferred to Te Rarawa as commercial redress, the requirement to provide separate access to the relevant cultural redress sites will lapse.

Place name changes

- 35 The Crown will explore, for inclusion in the Deed of Settlement, changing the:
- a existing place name Ninety Mile Beach to a dual place name Ninety Mile Beach/Te Oneroa a Tohe;
 - b existing place name Shipwreck Bay to the dual place name Shipwreck Bay /Te Kohanga;
 - c existing place name Broadwood to the dual place name Broadwood/Manganuiowae;
 - d existing place name The Narrows to the dual place name The Narrows/Rangiora;
 - e existing place name Herekino Harbour to the dual place name Herekino Harbour /Owhata;

- f existing place name for the Rangī Point locality to the place name Te Rae o Te Rangī;
- g existing place name Rangī Point to the place name Kawehitiki.

36 The changes proposed under this clause will be explored in consultation with the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa and Te Rarawa.

Statutory Acknowledgements

37 The Deed of Settlement and the Settlement Legislation will provide for statutory acknowledgements to be made in relation to:

- a Herekino Harbour (as shown in **Map 11**);
- b Whangape Harbour (as shown in **Map 12**);
- c Hokianga Harbour (as shown in **Map 13**);
- d Awaroa River (as shown in **Map 14**); and
- e the Coastal Marine Area extending from Hokianga Harbour to Hukatere (as shown in **Map 15**).

38 An overview map showing the general location of the statutory acknowledgement areas is set out in **Attachment 4**.

39 Statutory acknowledgements provide for the Crown to acknowledge a statement by Te Rarawa of the cultural, spiritual, historic and traditional association of Te Rarawa with a particular area. They further provide for:

- a relevant consent authorities, the Historic Places Trust and the Environment Court to have regard to the statutory acknowledgements for certain purposes;
- b relevant consent authorities to forward to the Governance Entity summaries of resource consent applications for activities within, adjacent to, or impacting directly on, the area in relation to which a statutory acknowledgement has been made; and
- c the Governance Entity and any member of Te Rarawa to cite to consent authorities, the Historic Places Trust and the Environment Court the statutory acknowledgement as evidence of the association of Te Rarawa with the area in relation to which the statutory acknowledgement has been made.

40 Statutory acknowledgements provided to the Governance Entity will, in substance, be on similar terms to those provided in previous Treaty settlements.

- 41 The statutory acknowledgements provided to the Governance Entity:
- a will not affect the lawful rights or interests of a person who is not a party to the Deed of Settlement;
 - b in relation to waterways, will not include:
 - i a part of the bed of the waterway that is not owned by the Crown; or
 - ii land that the waters of the waterway do not cover at its fullest flow without overlapping its banks; or
 - iii an artificial watercourse; or
 - iv a tributary flowing into the waterway; and
 - c will not prevent the Crown from providing a statutory acknowledgement to persons other than Te Rarawa or the Governance Entity with respect to the same area.

Awanui River

- 42 Following the signing of this Agreement in Principle, the Minister in Charge of Treaty of Waitangi Negotiations, and if relevant, the Minister for the Environment and the Minister of Conservation, will explore offering Te Rarawa a statutory acknowledgement, or similar redress, over the Awanui River.

Te Oneroa a Tohe (Ninety Mile Beach)

- 43 The Crown acknowledges the significance of Te Oneroa a Tohe to Te Rarawa and other Te Hiku o te Ika Iwi. The Crown is committed to providing redress that recognises the special relationship of Te Hiku o te Ika Iwi with Te Oneroa a Tohe.

Tauroa Point

- 44 The Crown will set aside a 4.1 hectare area of land at Tauroa Point (referred to in **Attachment 4**) as a site for the relocation of existing baches and the establishment of new baches, and explore with Te Rarawa the provision of a nohoanga area in the general area that the houses at Tauroa Point are currently located. The Crown is willing to effect this land arrangement through Te Rarawa's settlement legislation.

Lifting of lease at Kahakaharoa

- 45 In the 1970s the Crown agreed to transfer an area of land to the Te Puna-Topu-o-Hokianga Trust (the **Trust**) (made up of Te Rarawa interests) to enable an afforestation scheme, in exchange for the Trust agreeing to allow the Crown to lease an area of their coastal land for reserve purposes for 999 years (the **Lease**). The Lease was not finalised and instead the parties agreed a conservation covenant in the 1980s to protect the coastal values of the land.
- 46 The loss of key records over time and the existence of Section 17 of the Reserves and Other Lands Disposal Act 1977 (the **1977 Act**) has led to the impression that the Lease was entered into and still exists. The Crown proposes to have the situation formally clarified by having settlement legislation repeal Section 17 of the 1977 Act and clarify that the Lease does not exist.

Ongoing Crown-Te Rarawa Relationship

- 47 The Deed of Settlement will provide for:
- a the Crown acknowledging the ongoing relationship between Te Rarawa and the Crown and that this relationship is a critical component of Te Rarawa's strategy to improve the wellbeing of Te Rarawa people;
 - b the Minister of Māori Affairs or his or her nominee to facilitate an annual meeting between the Governance Entity and relevant Ministers of the Crown or their nominees to discuss:
 - i the health of the relationship between Te Rarawa and the Crown; and
 - ii issues of importance to both Te Rarawa and the Crown; and
 - c the Minister of Māori Affairs or his/her nominee, in consultation with the Governance Entity, inviting other Ministers of the Crown to the annual meeting to discuss issues of relevance to their Ministerial portfolios.
- 48 The Deed of Settlement will note that the Minister in Charge of Treaty of Waitangi Negotiations has written to the Ministers outlined in **Attachment 7** to encourage each Minister to request the Chief Executive of his or her agency to meet with Te Rarawa to discuss issues of importance to Te Rarawa and the Crown.
- 49 The letter from the Minister in Charge of Treaty of Waitangi Negotiations to the Minister of Social Development, will set out Te Rarawa's request to establish a protocol, memorandum of understanding, or similar document focused on improving the social wellbeing of Te Rarawa people.

Protocols

- 50 A protocol is a statement issued by a Minister of the Crown setting out how a particular government agency intends to:

- a exercise its powers and perform its functions and duties in relation to specified matters within its control in the Protocol Area; and
 - b interact with the Governance Entity on a continuing basis and enable the Governance Entity to have meaningful input into its decision-making processes.
- 51 The Deed of Settlement and the Settlement Legislation will provide for the following Ministers to issue protocols to the Governance Entity:
- a the Minister of Fisheries;
 - b the Minister for Arts, Culture and Heritage; and
 - c the Minister of Energy.
- 52 The contents of the draft protocols have been discussed between the parties and have been developed to comply with the applicable legislation. The draft protocols are included in **Attachments 8, 9, and 10**. Once agreed and finalised these protocols will be included in the Deed of Settlement.
- 53 A map of the Protocol Area is included as **Attachment 11**. The Protocol Area includes the adjacent coastal waters, to the extent that the adjacent waters are covered by the applicable legislation, and for the avoidance of doubt any freshwater ways in the Protocol Area.

Promotion of Relationship between Te Rarawa and Local Authorities

- 54 The Deed of Settlement will record that the Minister in Charge of Treaty of Waitangi Negotiations will write to the Far North District Council and Northland Regional Council encouraging each council to enter into a memorandum of understanding (or a similar document) with the Governance Entity in relation to the interaction between that council and the Governance Entity and noting issues of particular interest to Te Rarawa.

Financial and Commercial Redress

Overview

- 55 The Financial and Commercial Redress Amount is \$20 million.
- 56 The Deed of Settlement and Settlement Legislation will provide for the Crown to transfer to the Governance Entity on Settlement Date the Cash Settlement Amount, being the total value of the Financial and Commercial Redress Amount less:
- a the amount to be paid on the Settlement Date by the Governance Entity for the purchase of the Landcorp Farms (subject to the Crown purchasing the Landcorp Farms on terms and conditions acceptable to the Crown and Landcorp); and
 - b the Transfer Value of the other Commercial Redress Properties.
- 57 An overview map showing the general location of all the Landbank Properties, Sale and Leaseback Properties, and RFR Properties is set out in **Attachment 12**.

Commercial Redress Properties: Landcorp Farms

- 58 The Crown will explore the option of buying the Landcorp Farms from Landcorp.
- 59 Subject to the Crown purchasing the Landcorp Farms on terms and conditions acceptable to Landcorp and the Crown, the Governance Entity will buy the Landcorp Farms from the Crown on the Settlement Date, on terms to be negotiated. Any sale from Landcorp to the Crown will be subject to a final settlement of the Historical Claims of Te Rarawa. The Governance Entity will pay at least \$2.5 million upfront for the purchase of the Landcorp Farms. The remaining value of the Landcorp Farms will be met through the Crown receiving a market rent from the Landcorp Farms, until the remaining value is met.

Commercial Redress Properties: Licensed Crown Forest Land

- 60 The Crown will transfer to the Governance Entity, on Settlement Date, the Licensed Crown Forest Land identified in **Attachment 14**.
- 61 The Transfer Value for the Licensed Crown Forest Land will be at fair market value and determined in accordance with a valuation process in a similar form to that set out in **Attachment 15**. The effective date of valuation will be the date of the Deed of Settlement.
- 62 Appropriate legal access and other rights required between the Licensed Crown Forest Land and any surrounding Crown Forest Land will need to be further defined and agreed.

- 63 The transfer of the Licensed Crown Forest Land could be subject to provision for access to, and protection of, wāhi tapu of other iwi/hapū.
- 64 The Settlement Legislation will provide for the accumulated rentals (held by the Crown Forestry Rental Trust), associated with the Licensed Crown Forest Land, to be paid to the Governance Entity in accordance with the trust deed of the Crown Forestry Rental Trust dated 30 April 1990 (as if the Waitangi Tribunal had made a final recommendation in relation to that land). The accumulated rentals are in addition and separate to the Financial and Commercial Redress Amount.

Commercial Redress Properties: Landbank Properties

- 65 The Rūnanga will have the opportunity to select for transfer to the Governance Entity on Settlement Date, any or all of the properties identified in **Attachment 16**.
- 66 The Transfer Value for the Landbank Properties will be at fair market value and determined in accordance with a valuation process in a similar form to that set out in **Attachment 17**. The effective date of valuation will be the date of the Deed of Settlement.

Commercial Redress Properties: Sale and Leaseback Properties

- 67 The Deed of Settlement will provide for the transfer of selected properties to the Governance Entity, all of which will be leased back to the Crown. **Attachment 18** lists the properties that may be available to be transferred to the Governance Entity (the **Available Properties**).
- 68 The Rūnanga will select for transfer to the Governance Entity and lease back to the Crown on Settlement Date, any or all of the Available Properties.
- 69 The transfer and lease back to the Crown of the Sale and Leaseback Properties will relate to the land only and not any improvements on the land.
- 70 The Transfer Value for the Sale and Leaseback Properties will be at fair market value and determined in accordance with a valuation process in a similar form to that set out in **Attachment 17**. The effective date of valuation will be the date of the Deed of Settlement.

Right of First Refusal

- 71 The Deed of Settlement will also provide for the Governance Entity to have a Right of First Refusal on standard terms and conditions for a period of 50 years from Settlement Date over any of the Available Properties which are not selected by the Rūnanga as one of the Sale and Leaseback Properties.

Conditions for Commercial Redress Properties

- 72 The transfer of the Commercial Redress Properties will be subject to (where relevant):
- a the consent of the relevant Crown agency;
 - b paragraph 59, in the case of the Landcorp Farms;
 - c confirmation that no prior offer back or other third party right, such as those under the Public Works Act, exists in relation to the property and that any other statutory provisions that must be complied with before the property can be transferred are complied with;
 - d any express provisions relating to specified properties that are included in the Deed of Settlement;
 - e standard terms of transfer and specific terms of transfer applicable to the specified property;
 - f standard terms of lease back and specific terms of lease back applicable to the specified property;
 - g any rights or encumbrances (such as a tenancy, lease, licence, easement, covenant or other right or interest whether registered or unregistered) in respect of the property to be transferred, either existing at the date the Deed of Settlement is signed, or which are advised in the disclosure information to be provided to the Rūnanga as requiring to be created;
 - h Part 4A of the Conservation Act 1987;
 - i sections 10 and 11 of the Crown Minerals Act 1991; and
 - j the Crown confirming the nature and extent of overlapping claims to the properties, and the Crown being satisfied that these interests have been appropriately safeguarded.
- 73 Following the signing of this Agreement in Principle, the Crown will explore whether Te Rarawa could be appointed to control and manage marginal strips that adjoin properties that Te Rarawa select as commercial redress, or whether in the case of these properties, the purposes of marginal strips (namely the provision of public access and the protection of conservation values) could be achieved by other mechanisms.
- 74 The Crown will confirm whether any of the Commercial Redress Properties will be unavailable for transfer to the Governance Entity under either one or more of paragraphs 72(a), 72(b), 72(c), and 72(j). The Crown will then prepare disclosure

information in relation to each site that is available for transfer to the Governance Entity and will provide such information to the Rūnanga. If any properties are unavailable for transfer for the reasons given in either one or more of paragraphs 72(a), 72(b), 72(c), and 72(j) the Crown has no obligation to substitute such properties with other properties.

Other Issues

Claimant Definition

- 75 The Deed of Settlement will specify who is covered by the settlement, that is, whose claims are being settled and therefore who can benefit from the settlement.
- 76 The definition of Te Rarawa will be, or be similar to, the following:
- a **Te Rarawa:**
- i means the collective group, composed of individuals and groups referred to in **clause 76(a)(ii)** below;
 - ii means:
 - A every individual who is descended from a Te Rarawa Ancestor;
and
 - B every individual who is a member of an iwi, hapū, group, family or whānau referred to in **clause 76(a)(iii)**; and
 - iii includes:
 - A the hapū listed in Part one of the List of Hapū of Te Rarawa;
and
 - B any iwi, hapū, group, family, or whānau to the extent that the iwi, hapū, group, family, or whānau is composed of individuals referred to in **clause 76(a)(ii)**.
- b **Te Rarawa Ancestor** means
- i an individual who exercised Customary Rights predominantly in relation to the Area of Interest at any time after 6 February 1840 by virtue of their being descended from a recognised ancestor of a hapū specified in Part one of the List of Hapū of Te Rarawa; and
 - ii an individual who exercised Customary Rights predominantly in relation to the Herekino and Whangape Harbour areas at any time after 6 February 1840 by virtue of their being descended from a recognised ancestor of a hapū specified in Part two of the List of Hapū of Te Rarawa.

- c For the purposes of **clauses 76(a) and 76(b)**, the **List of Hapū of Te Rarawa** means the List attached as **Attachment 19**.
- d For the purposes of **clause 76(b)**, **Customary Rights** means rights according to tikanga Māori (Māori customary values and practices), including:
- i rights to occupy land; and
 - ii rights in relation to the use of land or other natural or physical resources.
- e A person is descended from another person if the first person is descended from the other by:
- i birth;
 - ii legal adoption; or
 - iii Māori customary adoption in accordance with Te Rarawa tikanga.
- f **Member of Te Rarawa** means a person who is referred to in **clause 76(a)(ii)**.

77 The definition of Te Rarawa will be further developed and discussed in the process of finalising a draft Deed of Settlement.

Scope of Settlement

78 The Deed of Settlement will settle all the Historical Claims of Te Rarawa.

79 Historical Claims

- a means every claim (whether or not the claim has arisen or been considered, researched, registered, notified or made by or on the Settlement Date) that Te Rarawa (or a representative entity for Te Rarawa) had at, or at any time before, the Settlement Date, or may have at any time after the Settlement Date, and that:
- i is, or is founded on, a right arising:
 - A from Te Tiriti o Waitangi/the Treaty of Waitangi or its principles;
 - B under legislation;
 - C at common law (including in relation to aboriginal title or customary law);
 - D from a fiduciary duty; or

- E otherwise; and
- ii arises from, or relates to, acts or omissions before 21 September 1992:
 - A by or on behalf of the Crown; or
 - B by or under legislation;
- b includes every claim to the Waitangi Tribunal to which paragraph 79(a) applies and that relates specifically to Te Rarawa (or a representative entity for Te Rarawa), including:
 - i Wai 112 (Kaitaia Lands claim);
 - ii Wai 118 (Mapere 2 claim);
 - iii Wai 128 (Hokianga Lands and Waters claim);
 - iv Wai 243 (Warawara Forest claim);
 - v Wai 273 (Tapuwae Incorporation claim);
 - vi Wai 341 (Te Karae Block claim);
 - vii Wai 403 (Mitimiti Land claim);
 - viii Wai 450 (Waireia Lands claim);
 - ix Wai 452 (Tapuwae and Other Land Blocks claim);
 - x Wai 534 (Telecom Depot Kaitaia claim);
 - xi Wai 548 (Takahue No 1 Block claim);
 - xii Wai 626 (Te Kohanga No 1 Block claim);
 - xiii Wai 696 (Ngati Haua Rohe (Muriwhenua) claim);
 - xiv Wai 730 (Te Rarawa ki Muriwhenua claim);
 - xv Wai 805 (Rawhitiroa and Owhata Lands (Northland) claim);
 - xvi Wai 981 (Ngaitupoto Hokianga Lands claim; and
 - xvii Wai 985 (Hokianga Regional Lands claim); and
- c includes every other claim to the Waitangi Tribunal to which paragraph 79(a) applies so far as it relates to Te Rarawa (or a representative entity for Te Rarawa) including:
 - i Wai 22 (Muriwhenua Fisheries and SOE claim);
 - ii Wai 45 (Muriwhenua Land claim);
 - iii Wai 249 (Hokianga Land and Fisheries claim);
 - iv Wai 250 (Hokianga Fisheries claim);

- v Wai 462 (Maungataniwha and Raetea Forests claim);
- vi Wai 763 (Kapehu Blocks and Rating claim);
- vii Wai 765 (Muriwhenua South Block and Part Wharemaru Block claim);
- viii Wai 861 (Lands in Tai Tokerau claim);
- ix Wai 974 (Kaikohe Whenua Public Works claim);
- x Wai 1359 (Muriwhenua Land Blocks claim); and
- xi Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property claim).

80 Paragraph 79(a) is not limited by paragraphs 79(b) and (c).

81 The term Historical Claims does not include the following claims:

- a any claim that a Member of Te Rarawa, or a representative entity of Te Rarawa may have that is, or is founded on, a right arising as a result of being descended from an ancestor of a tribal group other than Te Rarawa;
- b for the avoidance of doubt, the contemporary aspects of the Wai 262 (Indigenous Flora and Fauna and Cultural Intellectual Property claim). Any historical claims between 10 October 1975 and 21 September 1992 are captured by the definition of "Historical Claims"; and
- c for the avoidance of doubt, any claim made under the Foreshore and Seabed Act 2004.

Proposed Terms of the Deed of Settlement

Acknowledgements concerning the settlement and the redress

82 The Crown and Te Rarawa will acknowledge in the Deed of Settlement that:

- a the settlement represents the result of intensive negotiations conducted in good faith and in the spirit of co-operation and compromise;
- b it is not possible to fully compensate Te Rarawa for all the loss and prejudice suffered;
- c this foregoing of full compensation is intended by Te Rarawa to contribute to the development of New Zealand; and
- d taking all matters into consideration (some of which are specified in this clause) the settlement is fair in the circumstances.

Acknowledgements concerning the settlement and its finality

- 83 The Crown and Te Rarawa will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims is intended to enhance the ongoing relationship between the Crown and Te Rarawa (both in terms of Te Tiriti o Waitangi/the Treaty of Waitangi and otherwise).
- 84 The Crown and Te Rarawa will acknowledge (amongst other things) in the Deed of Settlement that the settlement of the Historical Claims:
- a will prevent any member of Te Rarawa (or any representative entity of Te Rarawa) from pursuing claims against the Crown (including claims based on aboriginal title or customary rights) if such claims come within the definition of Historical Claims;
 - b except as expressly provided in the Deed of Settlement, will not limit any rights or powers the Crown or Te Rarawa might have arising from Te Tiriti o Waitangi/the Treaty of Waitangi or the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, legislation, common law (including aboriginal title and customary law), fiduciary duty or otherwise;
 - c does not extinguish any aboriginal title, or customary rights, that Te Rarawa may have;
 - d does not imply an acknowledgement by the Crown that aboriginal title, or any customary rights, exist; and
 - e is not intended to affect any actions or decisions under the:
 - i deed of settlement between Māori and the Crown dated 23 September 1992 in relation to Māori fishing claims; and
 - ii Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Māori Fisheries Act 2004, the Māori Commercial Aquaculture Claims Settlement Act 2004, the Fisheries Act 1996, the Foreshore and Seabed Act 2004, the Resource Management Act 1991 or the Marine Reserves Act 1971.
- 85 Te Rarawa will acknowledge and agree (amongst other things) in the Deed of Settlement, and the Settlement Legislation will provide that, with effect from the Settlement Date:
- a the Historical Claims are settled;
 - b the settlement of the Historical Claims is final;
 - c the Crown is released and discharged from any obligations, liabilities and duties in respect of the Historical Claims;

- d the Courts, the Waitangi Tribunal and any other judicial body or tribunal do not have jurisdiction (including the jurisdiction to inquire into or to make a finding or recommendation) in respect of:
- i the Historical Claims;
 - ii the Deed of Settlement;
 - iii the redress provided to Te Rarawa and the Governance Entity in the settlement; and
 - iv the Settlement Legislation;
- (except in respect of the interpretation and enforcement of the Deed of Settlement and the Settlement Legislation); and
- e any proceedings in relation to the Historical Claims are discontinued.

86 The Deed of Settlement will provide for Te Rarawa acknowledging and agreeing the following:

- a the Crown has acted honourably and reasonably in respect of the settlement;
- b it is intended that the settlement is for the benefit of Te Rarawa and may be for the benefit of particular individuals or any particular iwi, hapū, or group of individuals if the Governance Entity so determines in accordance with its procedures; and
- c the settlement is binding on Te Rarawa and the Governance Entity (and any representative entity of Te Rarawa).

Removal of statutory protections and termination of landbanking arrangements

87 The Deed of Settlement will provide for Te Rarawa acknowledging and agreeing the following:

- a the Settlement Legislation will provide that the following legislation does not apply to land in the Specified Area or to any of the Cultural Redress Properties or Commercial Redress Properties outside the Specified Area (the **Outside Specified Area Properties**) namely:
 - i Sections 8A-8HJ of the Treaty of Waitangi Act 1975;
 - ii Sections 27A to 27C of the State Owned Enterprises Act 1986;
 - iii Sections 211 to 213 of the Education Act 1989;
 - iv Part 3 of the Crown Forests Assets Act 1989; and

- v Part 3 of the New Zealand Railways Corporation Restructuring Act 1990;
- b the Settlement Legislation will provide for the removal of all resumptive memorials from land in the Specified Area and from each of the Outside Specified Area Properties;
- c except as otherwise agreed, the landbank arrangements in relation to Te Rarawa will cease;
- d that neither Te Rarawa nor any representative entity of Te Rarawa have, from the Settlement Date, the benefit of the legislation referred to in paragraph 87(a) in relation to land outside the Specified Area and the Outside Specified Area Properties; and
- e that neither Te Rarawa nor any representative entity of Te Rarawa will object to the removal by legislation of the application of the legislation referred to in paragraph 87(a) in relation to any land outside the Specified Area and the Outside Specified Area Properties, or to the removal of memorials with respect to such land.

Conditions

- 88 Entry by the Crown into the Deed of Settlement will be subject to the following conditions:

Overlapping Interests

- a the Crown confirming that overlapping interests from other tribal groups in relation to any part of the settlement redress have been addressed to the satisfaction of the Crown in respect of that item of redress;

Cabinet agreement

- b Cabinet agreeing to the settlement and the redress to be provided to Te Rarawa;

Ratification

- c the Rūnanga obtaining a mandate from the members of Te Rarawa (through a process agreed by the Rūnanga and the Crown) authorising it to:
 - i enter into the Deed of Settlement on behalf of Te Rarawa; and
 - ii in particular, settle the Historical Claims on the terms provided in the Deed of Settlement;

Governance Entity

- d the establishment of an entity (the Governance Entity) either before, or after the Deed of Settlement is signed, that the Crown is satisfied:
 - i is an appropriate entity to receive the settlement redress;
 - ii has a structure that provides for:
 - A representation of Te Rarawa;
 - B transparent decision-making and dispute resolution processes; and
 - C full accountability to Te Rarawa; and
 - iii has been ratified by the members of Te Rarawa (through a process agreed by the Rūnanga and the Crown) as an appropriate entity to receive the settlement redress; and
- e the Governance Entity signing a Deed of Covenant to provide for it, among other things, to be bound by the terms of the Deed of Settlement.

Settlement Legislation

- 89 This Agreement in Principle and the Deed of Settlement will be subject to the passing of Settlement Legislation to give effect to parts of the settlement, and Te Rarawa supporting the passage of Settlement Legislation.
- 90 The Crown will propose Settlement Legislation for introduction into the House of Representatives only after the Governance Entity has been established and ratified and has signed a Deed of Covenant.
- 91 The Crown will ensure that the Rūnanga or Governance Entity has appropriate participation in the process of drafting the Settlement Legislation and such drafting will commence once the Deed of Settlement has been signed.

Taxation

- 92 The Deed of Settlement will also include the following taxation matters:
 - a subject to obtaining the consent of the Minister of Finance, the Governance Entity will be indemnified against income tax and Goods and Services Tax (GST) arising from the transferring, crediting or payment of Financial and Commercial Redress by the Crown to the Governance Entity;
 - b this indemnity does not extend to any tax liability arising in connection with the acquisition of property by the Governance Entity after Settlement Date, whether it uses its own funds or uses the Financial and Commercial Redress for such acquisition;

- c subject to obtaining the consent of the Minister of Finance, the Governance Entity will also be indemnified against income tax, GST and gift duty arising from the transfer of Cultural Redress by the Crown to the Governance Entity; and
- d neither the Governance Entity nor any other person shall claim a GST input credit or tax deduction in respect of any Cultural Redress or Financial and Commercial Redress provided by the Crown to the Governance Entity.

Interest

- 93 The Deed of Settlement will provide for the Crown to pay the interest on the Financial and Commercial Redress Amount for the period from (and including) the date of the Deed of Settlement to (but excluding) Settlement Date. Interest will be calculated and provided based on the Official Cash Rate, will be non-compounding, and subject to normal taxation law.

Definitions

94 Key terms used in this document are defined as follows:

Area of Interest means the area shown in **Attachment 1**.

Cash Settlement Amount is the amount referred to in paragraph 56.

Coastal Marine Area (as defined by the Resource Management Act 1991) means the foreshore, seabed, and coastal water, and the air space above the water—

- a of which the seaward boundary is the outer limits of the territorial sea; and
- b of which the landward boundary is the line of mean high water springs, except that where that line crosses a river, the landward boundary at that point shall be whichever is the lesser of—
 - i one kilometre upstream from the mouth of the river; or
 - ii the point upstream that is calculated by multiplying the width of the river mouth by 5.

Commercial Redress Properties means the Landcorp Farms (subject to the Crown purchasing the Landcorp Farms on terms and conditions acceptable to Landcorp and the Crown), Landbank Properties, the Licensed Crown Forest Land, and the Sale and Leaseback Properties.

Conservation Land means land for the time being held by the Crown under either the Conservation Act 1987 or any other Act referred to in Schedule 1 of the Conservation Act 1987.

Crown means:

- a the Sovereign in right of New Zealand; and
- b includes all Ministers of the Crown and all Departments; but
- c does not include:
 - i an Office of Parliament; or
 - ii a Crown Entity; or
 - iii a State Enterprise named in Schedule 1 to the State-Owned Enterprises Act 1986.

Crown Forest Land means any land that is Crown Forest land within the meaning of the Crown Forest Assets Act 1989.

Cultural Redress Properties means the properties listed in **Tables 1, 2, and 3**.

Deed of Settlement means the Deed of Settlement to be entered into between the Crown and Te Rarawa in accordance with paragraph 5.

Financial and Commercial Redress Amount means the total dollar value of the financial and commercial redress offered as set out in paragraph 55.

Governance Entity means an entity established in accordance with paragraphs 88(d) – 88(e).

Hapū of Te Rarawa means the hapū specified in **Attachment 19**.

Historical Claims has the meaning set out in paragraphs 79 – 81.

Landbank Properties means the properties referred to in paragraph 65.

Landcorp means Landcorp Farming Limited being a State enterprise named in Schedule 1 of the State-Owned Enterprises Act 1986.

Landcorp Farms means the Sweetwater Farm and the Te Karae Farm referred to in **Attachment 13**.

Licensed Crown Forest Land means the land referred to in paragraph 60.

Manawhenua is for the purposes of this Agreement in Principle defined as the customary authority exercised by an iwi or hapū in an identified area. The Crown's intended acknowledgement of Te Rarawa's manawhenua will not affect the lawful rights or interests of any person including Te Rarawa; or grant, create or provide evidence of an estate or interest in, or rights relating to the specified Conservation Land.

Northland Conservation Board means a board established under Section 6L of the Conservation Act 1987.

Northland Conservation Management Strategy means a Conservation Management Strategy established under Section 17D of the Conservation Act 1987.

Northland Iwi/Hapū means Te Rarawa, Ngāti Kuri, Aupouri, Ngāi Takoto, Ngāti Kahu, Ngatikahu ki Whangaroa, Ngapuhi, Ngāti Wai, Ngāti Whātua, Te Uri o Hau, and Te Roroa.

Protocol Area means the area shown in **Attachment 11**.

RFR Properties means the properties referred to in paragraph 71.

Rūnanga means Te Rūnanga o Te Rarawa, the mandated body recognised to represent Te Rarawa in negotiations with the Crown.

Sale and Leaseback Properties means the properties referred to paragraph 68.

Settlement Date means the date 20 business days after the date the Settlement Legislation comes into force, being the date on which the settlement redress is to be transferred to the Governance Entity.

Settlement Legislation means the Bill or Act, if the Bill is passed, to give effect to the Deed of Settlement.

Specified Area means the area shown in **Attachment 21**.

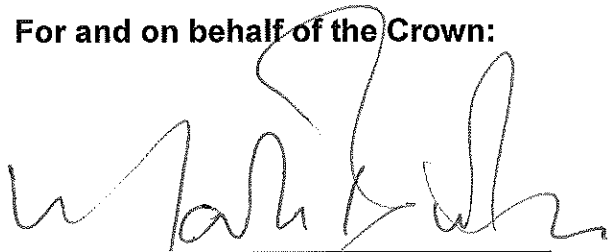
Te Rarawa means the collective group, and groups and individuals, to be defined in the Deed of Settlement in accordance with paragraphs 75 – 77.

Transfer Value means:

- a in the case of the Landbank Properties, the amount determined by the process set out in **Attachment 17**;
- b in the case of the Licensed Crown Forest Land, the amount determined by the process set out in **Attachment 15**; and
- c in the case of the Sale and Leaseback Properties, the amount determined by the process set out in **Attachment 17**.

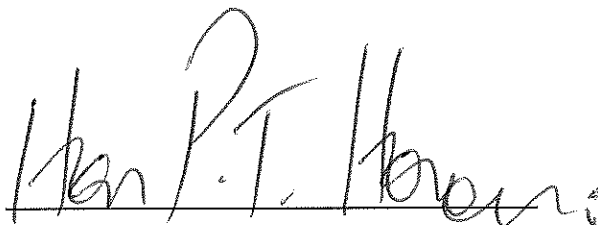
SIGNED this 7 day of September 2007

For and on behalf of the Crown:

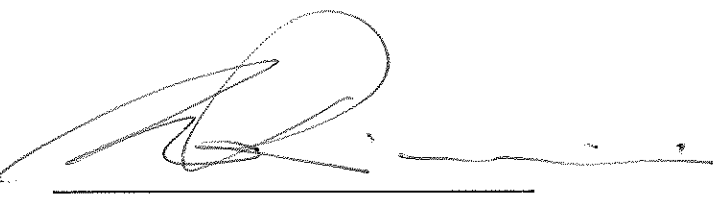


Hon Mark Burton
Minister in Charge of Treaty of Waitangi Negotiations

WITNESSES:

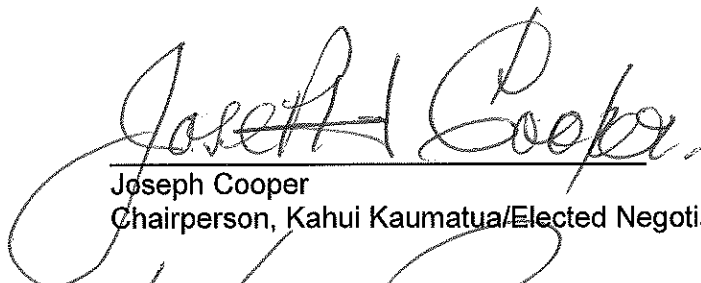


Hon Parekura Horomia
Minister of Māori Affairs

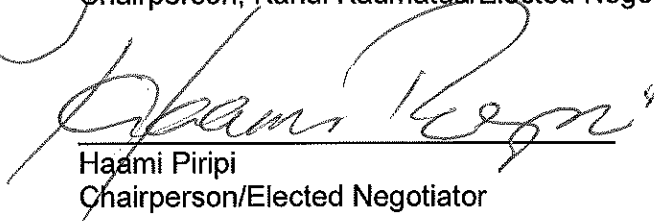


Hon Mita Rinui
Associate Minister in Charge of
Treaty of Waitangi Negotiations

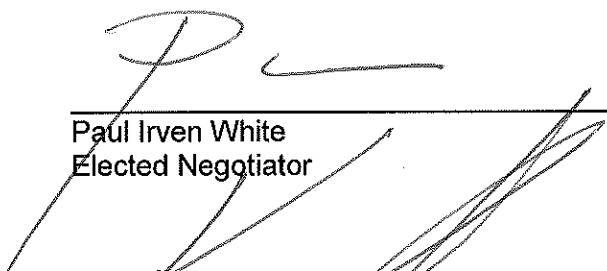
For and on behalf of Te Rarawa:



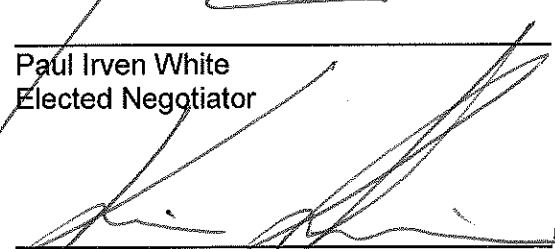
Joseph Cooper
Chairperson, Kahui Kaumatua/Elected Negotiator



Haami Piripi
Chairperson/Elected Negotiator



Paul Irvn White
Elected Negotiator



Kevin Robinson
Chief Executive Officer

Catherine Davis
Claims Coordinator

WITNESSES: ~~WITNESSES~~ TE RARAWA MARAE TUKEPOTO TAHIWA 1.

Jht
B Brigg

Ngati Torotoroa (OHATA)
J. L. Lohore

Waipareira

~~W. S. Stewart~~ Ngati Tūpoto

Alan Wilson

Ngati Moetonga
Waipuna
Marae

S. P. P. P.

Korou Kore Marae

M. King

Waumarama

R. Cassidy

Morehu.

Ellie Perese-Peta

Ngatimarawa.

Sam

Ohaki

R.C. Perry-Graham.

Taioa.

WITNESSES:

Mrs Hakopa.

Glen Watford

Offin

Melo Han

Klaen

M. R. Smith

G. Nathan

J. K. Murray

Lee Bentley

Veronica

Christina

Charlotte Stephens

Charles Dumas

Miki Rudkin

TE KERE-O-KAPAHU WAKENE

~~Ferris T. Harris~~

Hone Peitā

Joseph Dergouck

Bob Linn

Jerry Williams

D. G. Watkins

William Taylor Motu

Kurt and Len

Murray Basie

Te Hau White

Kaahu White

Jenny White

Paul

Jerry

W. Nyehoi

Arie Kaipō

Kenda Kaipō

Steph Selwake

Geoff Wjohu

Aine King

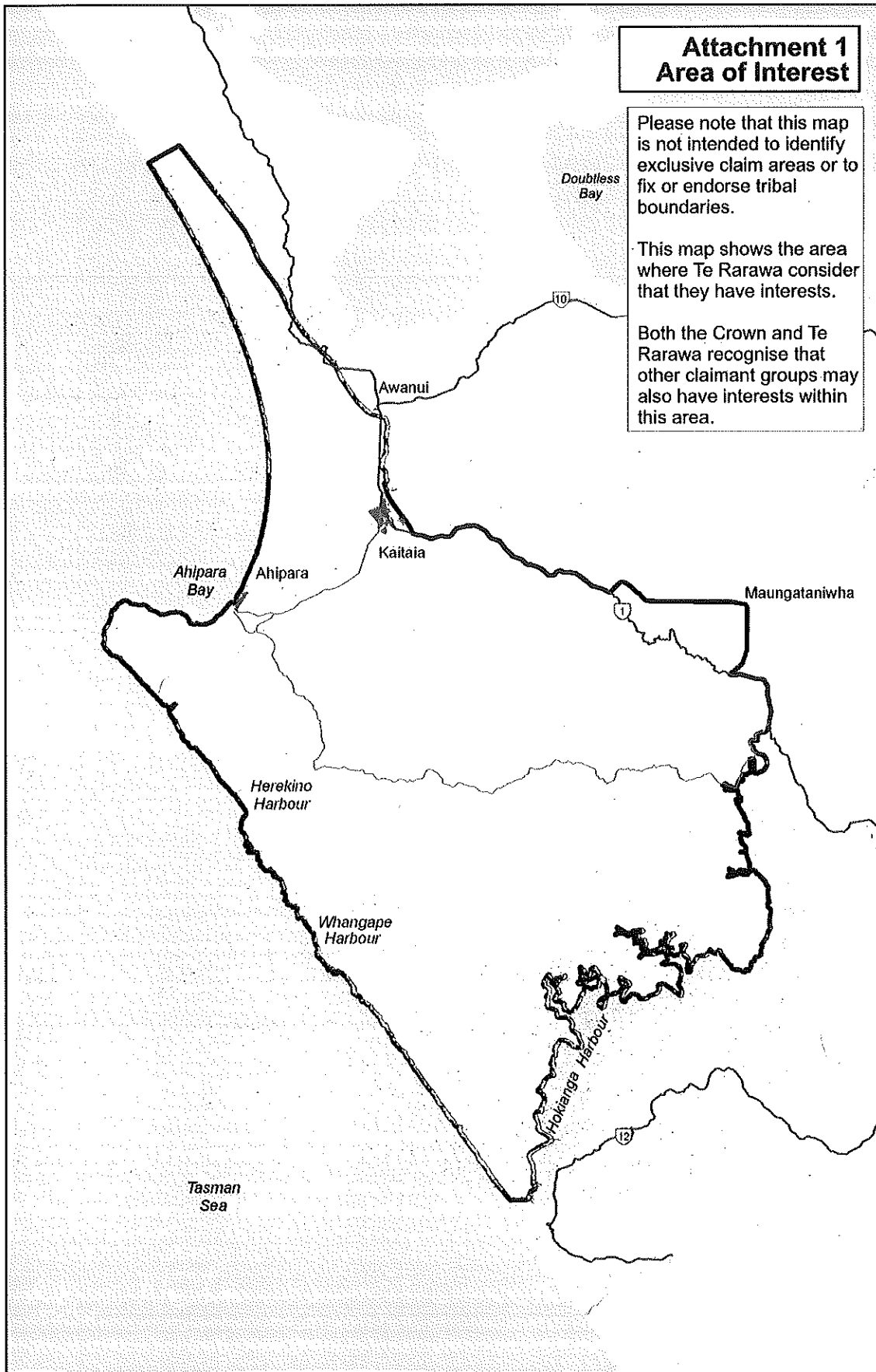
Alayay Kapa ^{Manuka}

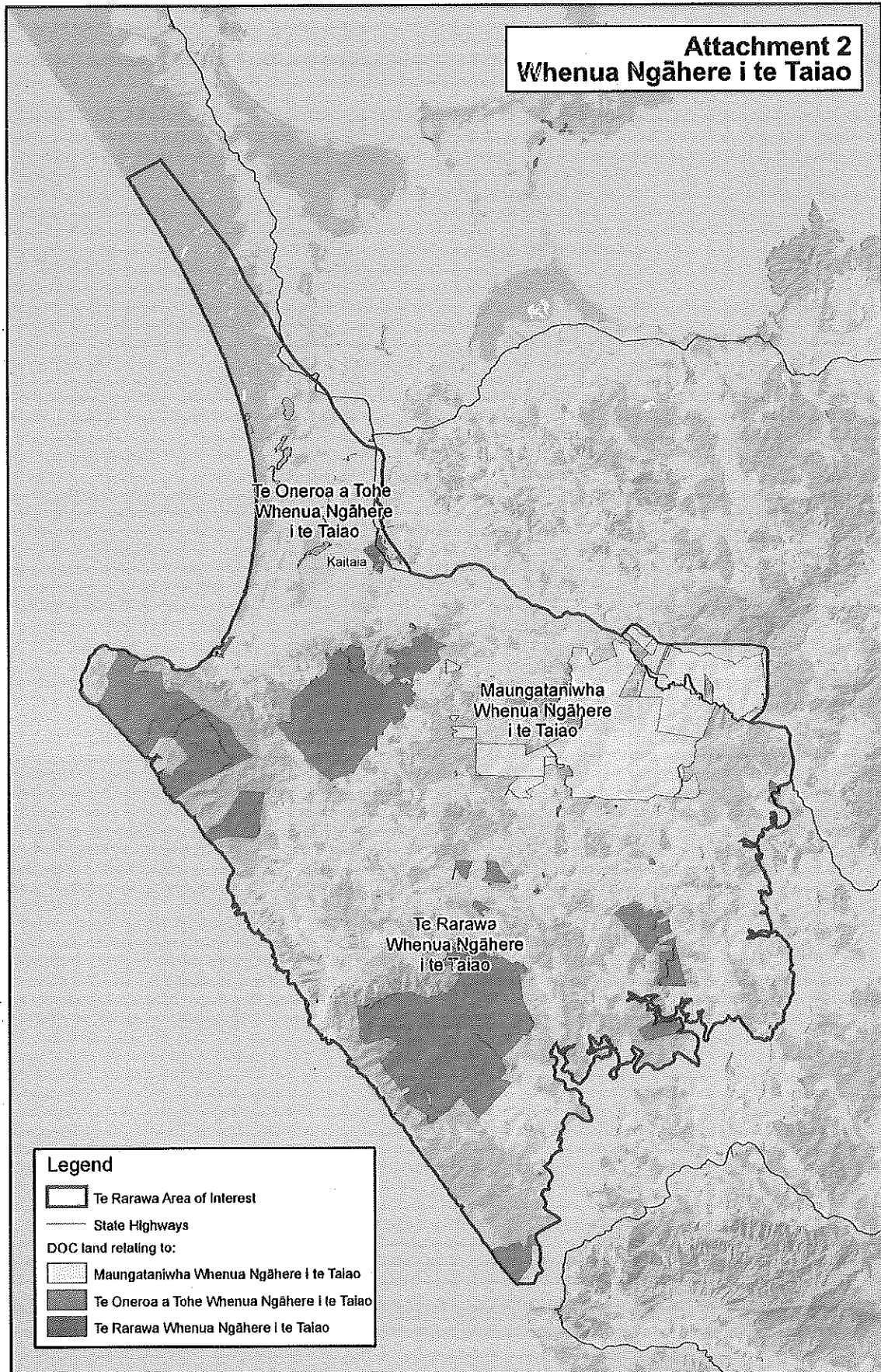
Stuart

Manella Rihari

WITNESSES:

John Tabana - cetera - "Tao Maui"	Tumana
Herbert Ngati Toro	Owhata
Ky Heke Ngati Torotoroa	Owhata
Frank Heke Teanawa	Pawaranga
Maria Hapapa un	Pawaranga
H. Kendall TERRARAWA	Motukaka
M Wiki Uri O Tiu Mete	Te Mata - Te Karae
M.R. Teok Whangai, Uai O Tai	Pawaranga
Hoane Martin	Motukaka, Te Maui
Inaipa Inaipa	Te Rangitohanga
G.B. Hapapa	Motukaka Kottukotta
Mania J L	Panguru
Katherine Hapapa	Motukaka
Regina Boyce	Te Rangitohanga
Mere Rawiri	Motukaka
Dawn Dawn	Motukaka
Lathana Materoa Thompson	Panguru
Maara Ashy Hata	Motukaka
Winona Te Sai	Te Rangitohanga
Emma Davis	Motukaka
Ben Nebo	Panguru
Ani Robinson	Motukaka
Rose Farris	Motukaka Ngatipoto





Conservation land in Whenua Ngāhere i te Taiao

Note: The yellow shaded units indicate where areas (or parts of those areas) are to be transferred to Te Rarawa.

Te Oneroa a Tohe Whenua Ngāhere i Te Taiao (non-exclusive)

Name	Area (ha) of conservation land in Te Rarawa's Area of Interest
Ninety Mile Beach Central Conservation Area	0.900
Ninety Mile Beach South Conservation Area	23.247
Waipapakauri Beach Conservation Area	32.869
Lake Ngatu Recreation Reserve	70.844
Sweetwater Dune Lakes Conservation Area	73.917
Lake Tangonge Conservation Area (to transfer)	60.906
Clarke Road Conservation Area (to transfer)	3.040
Ahipara Recreation Reserve (to transfer)	20.644
Sweetwater Scenic Reserve	17.694
Wairoa Stream Marginal Strip	0.479
Ninety Mile Beach Marginal Strip	89.016
Katavitch Road Marginal Strip	3.991
Lake Rotokawau Marginal Strip	5.569
Lake Ngakapua Marginal Strip	6.103
Headquarters Road Marginal Strip	2.431
Waipapakauri Beach North Conservation Area	0.207
Kaitaia Scenic Reserve	8.131
Awanui River Scenic Reserve	1.891
Awanui River Local Purpose (Esplanade) Reserve	1.674
Gill Road Scenic Reserve	2.627

Name	Area (ha) of conservation land in Te Rarawa's Area of Interest
Awanui River Marginal Strip No 3	1.356
Waimanone Marginal Strip	0.839
Awanui River Marginal Strip No 4	0.905
Tarawhataroa Stream Marginal Strip	0.049
Kaitaia Marginal Strip No 1	0.116
Awanui River Marginal Strip No 5	4.632
Awanui River Marginal Strip No 6	0.261
Awanui River Marginal Strip No 7	0.671

Maungataniwha Whenua Ngāhere i Te Taiao (non-exclusive)

Name	Area (ha) of conservation land in Te Rarawa's Area of Interest
Maungataniwha Forest (Pt Northland Cons. Park)	1220.314
Awanui River Marginal Strip No 8	1.929
Victoria River Marginal Strip	0.097
Maungataniwha Forest Addition Conservation Area	1.192
Raetea Forest (Pt. Northland Cons Park)	6612.204
Mangamuka Gorge Scenic Reserve	2958.264
Tupata Conservation Area	1.679
Waiotehue Conservation Area	14.107
Pukemiro Block Scenic Reserve	194.115
Waitawa Scenic Reserve	43.93
Mansbridge Scenic Reserve	1.227

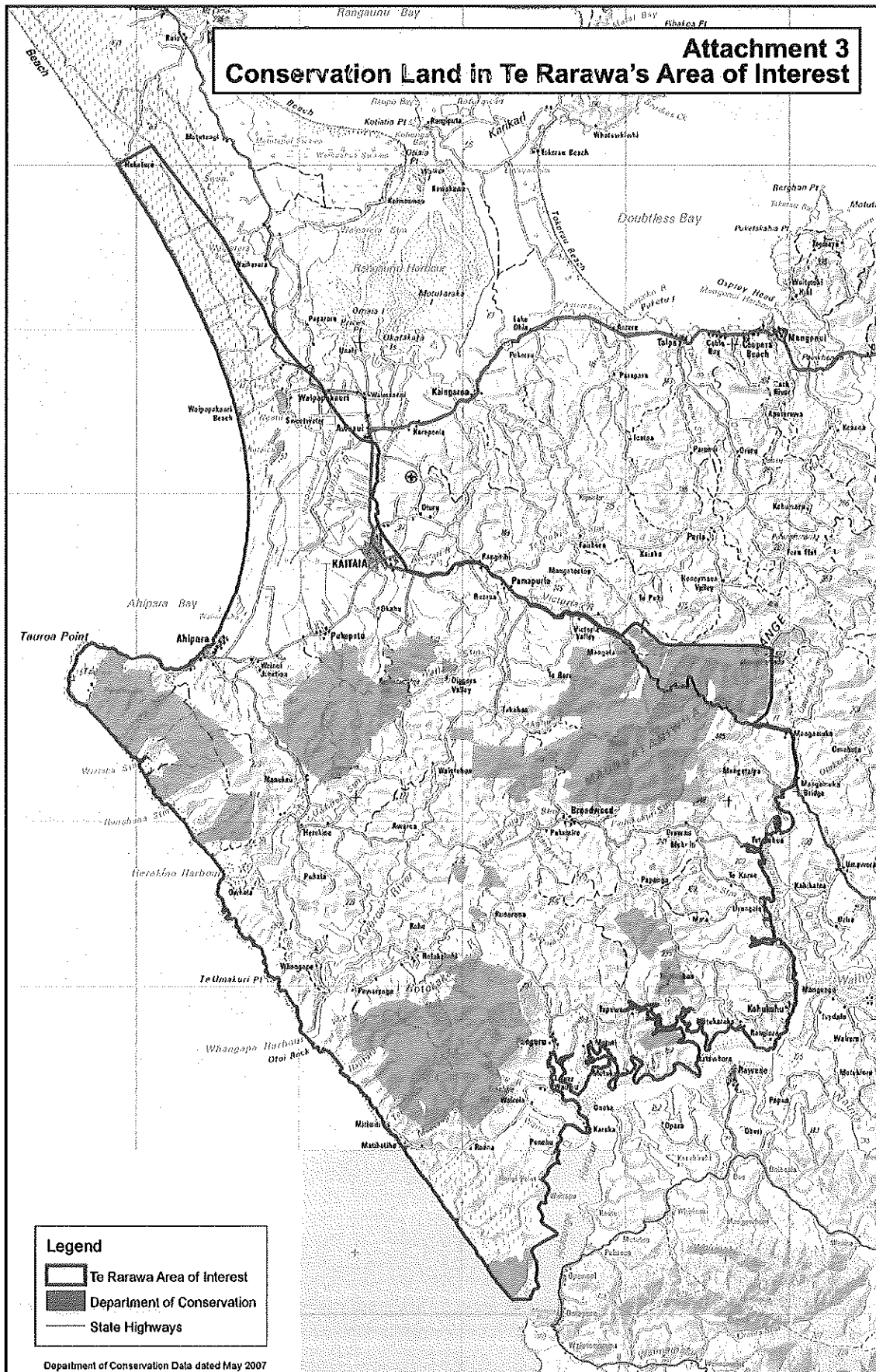
Name	Area (ha) of conservation land in Te Rarawa's Area of Interest
Mansbridge Conservation Area	0.214
Takahue River Marginal Strip	4.143
Mangonuiowae Stream Marginal Strip No 3	3.005
Marko Buselich Scenic Reserve	48.343

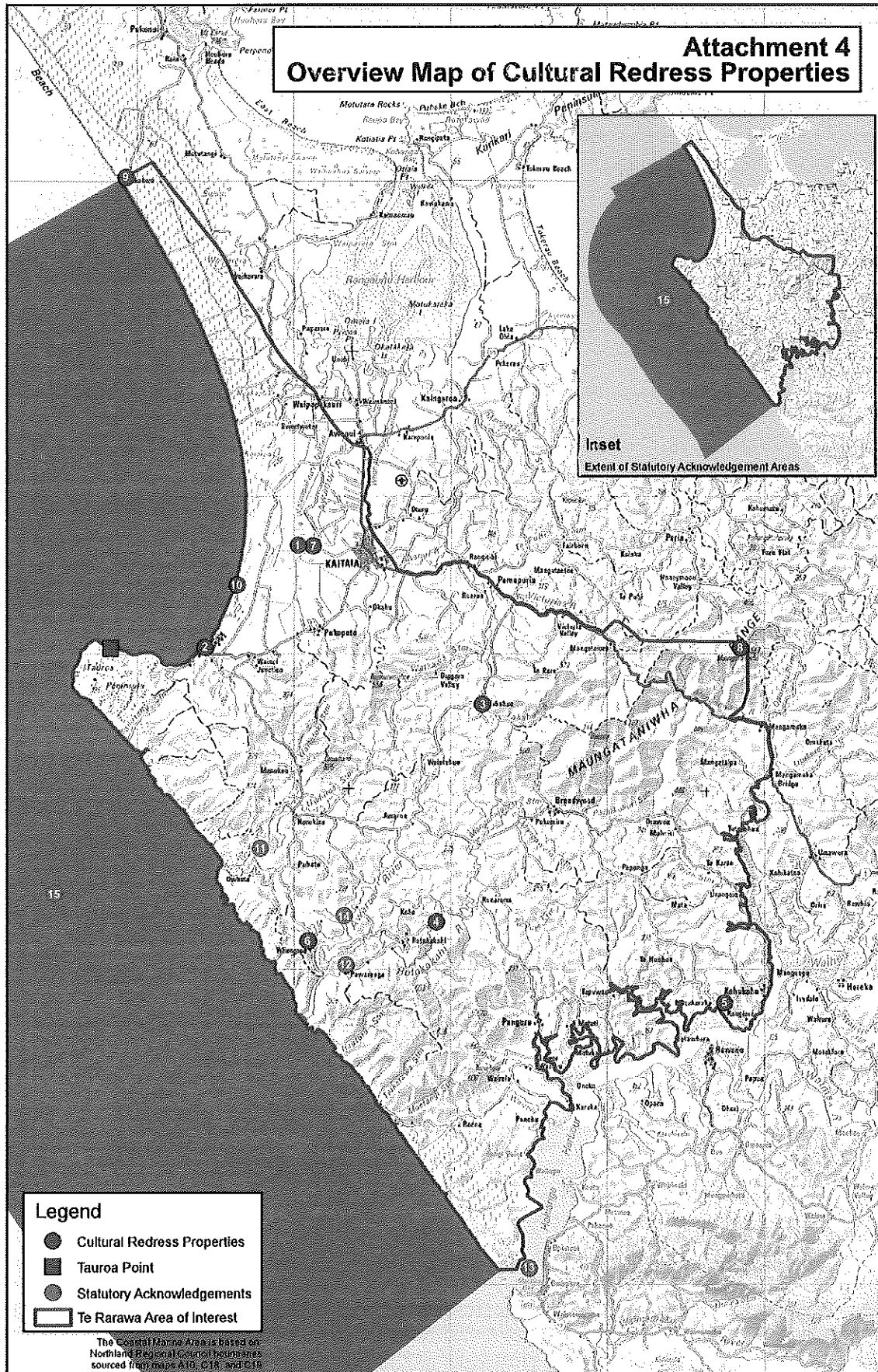
Te Rarawa Whenua Ngāhere i Te Taiao (exclusive area)

Name	Area (ha) of conservation land in Te Rarawa's Area of Interest
Ahipara Conservation Area	3484.033
Ahipara Gumfields Historic Reserve	227.553
Epakauri Conservation Area	649.681
Tauroa Point Conservation Area	19.633
Herekino River Marginal Strip	2.555
Uwhiro Stream Marginal Strip	2.327
Herekino Forest (Pt. Northland Cons Park)	4362.897
Orowhana Quarry Conservation Area	1.652
Orowhana Conservation Area	0.893
Otaneroa Scenic Reserve	3.076
Broadwood Scenic Reserve	8.623
Mangataipa Scenic Reserve	78.362
Mangamuka River Conservation Area	0.071
Whangape Conservation Area	2.297
Rotokakahi River Scenic Reserve	46.788

Name	Area (ha) of conservation land in Te Rarawa's Area of Interest
Mangonuiowae Conservation Area	1.208
Paponga Scenic Reserve	2.664
Runaruna Scenic Reserve	5.790
Warawara Forest (Pt Northland Cons Park)	6891.968
Paponga Conservation Area	588.329
Motukaraka Scenic Reserve	305.467
Tapuwae Scenic Reserve	208.660
Rangiora Conservation Area	13.276
Moturuna Creek Conservation Area	0.724
Te Karae Conservation Area	12.639
Mangonuiowae GP Wildlife Management Reserve	130.146
Pareokawa Water Conservation Scenic Reserve	80.487
Mitimiti Conservation Area	3.542
Herekino Forest Addition Conservation Area	17.330
Otangaroa Stream Marginal Strip	2.043
Awaroa River Marginal Strip	16.375
Broadwood Marginal Strip	2.518
Mangonuiowae Stream Marginal Strip No 1	4.447
Mangonuiowae Stream Marginal Strip No 2	3.950
Mangamuka River Marginal Strip No 1	5.177
Mangamuka River Marginal Strip No 2	1.270
Mangamuka River Marginal Strip No 4	0.836
Moturuna Creek Marginal Strip	4.678
Te Karae Creek Marginal Strip	16.740

Name	Area (ha) of conservation land in Te Rarawa's Area of Interest
Wairupe Creek Marginal Strip	8.282
Waireia Creek Marginal Strip	1.240
Hokianga Harbour Marginal Strip No 1	3.802
Hokianga Harbour Marginal Strip No 2	3.413
Kohukohu Historic Reserve	0.170
Mangamuka River Marginal Strip No.6	6.815
Waitapu Conservation Area	1.718
Te Pouahi Conservation Area	420.873
Te Pouahi Marginal Strip	72.967

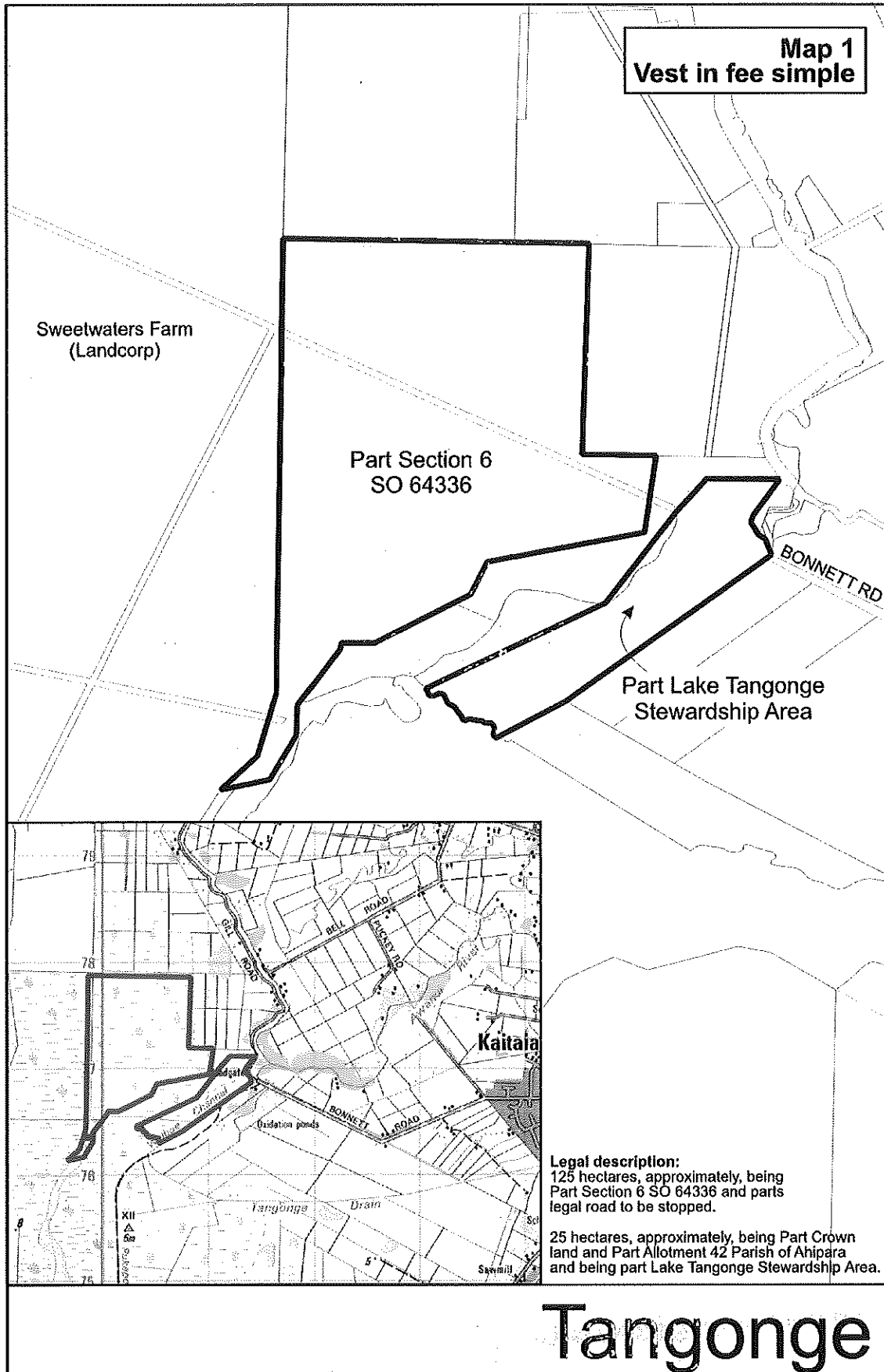


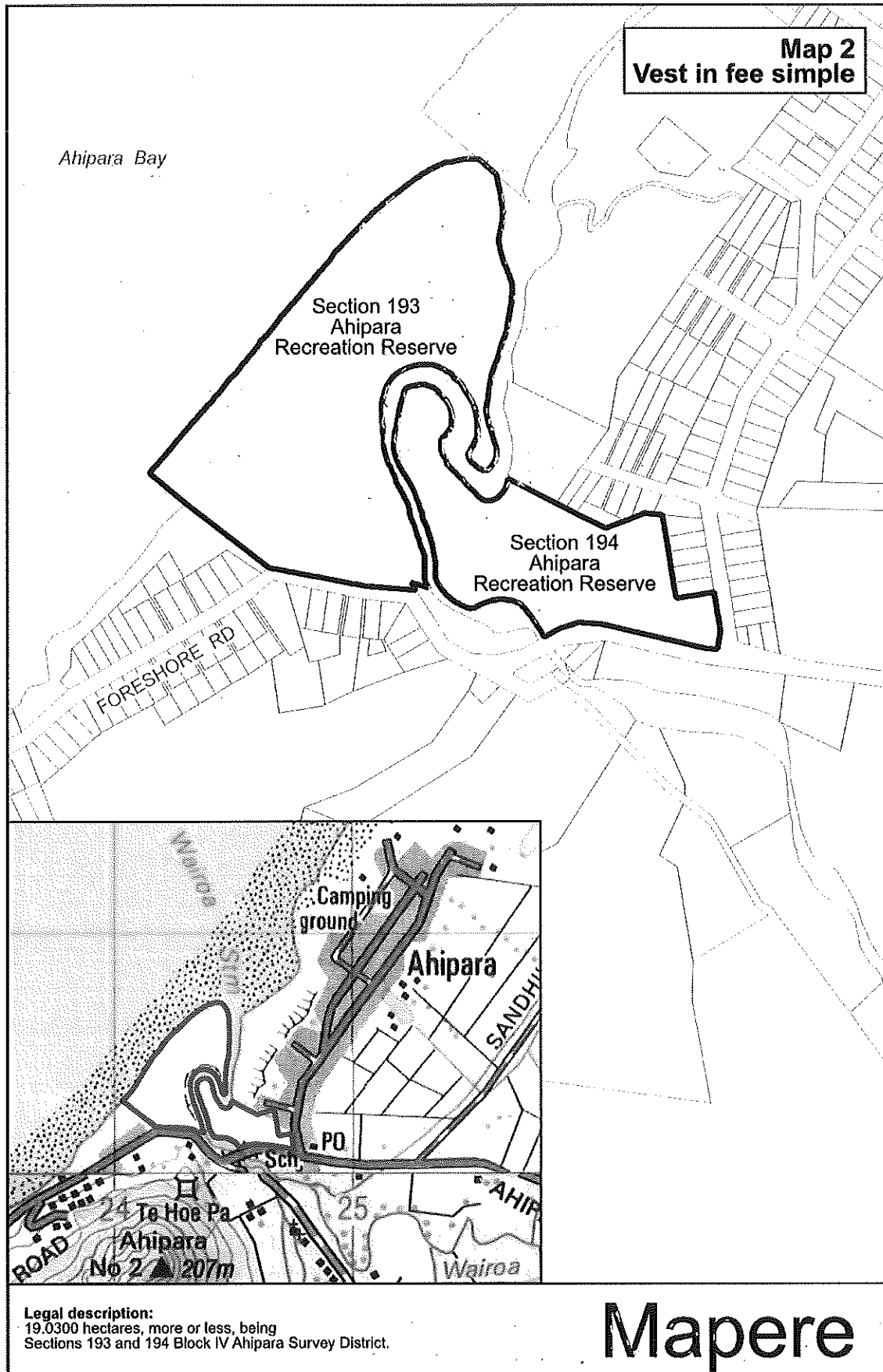


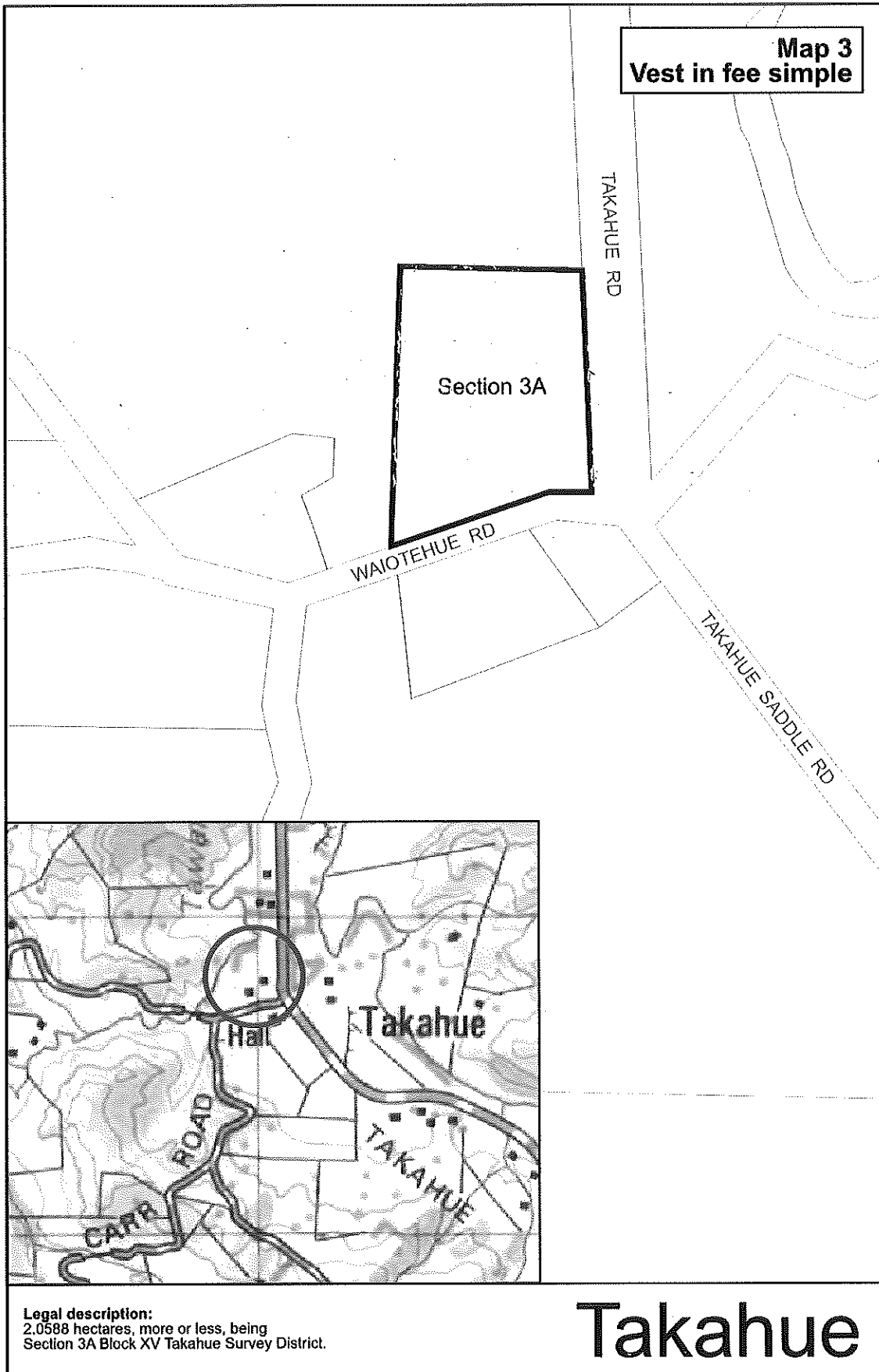
Attachment 5

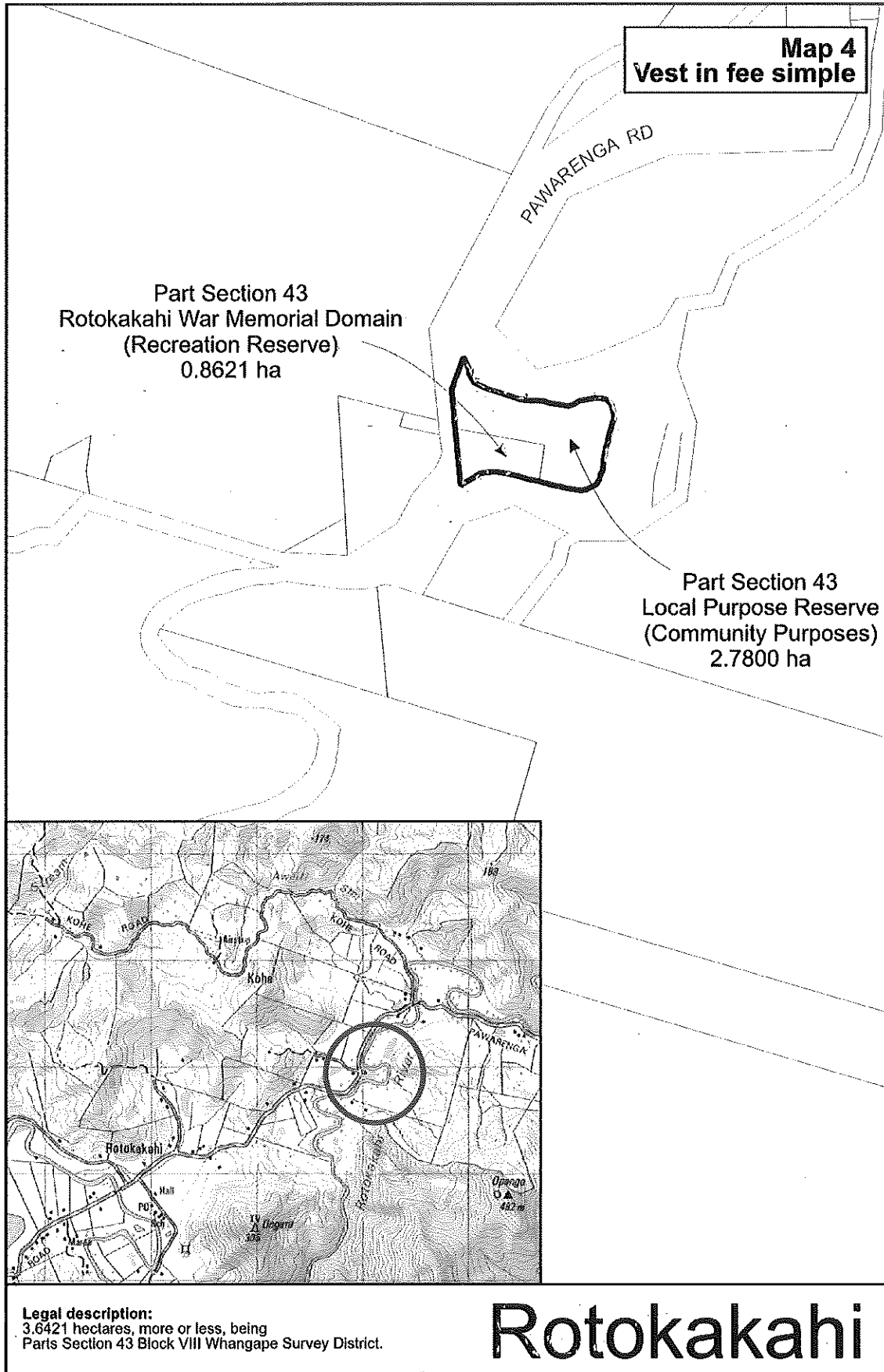
Maps of Cultural Redress Properties

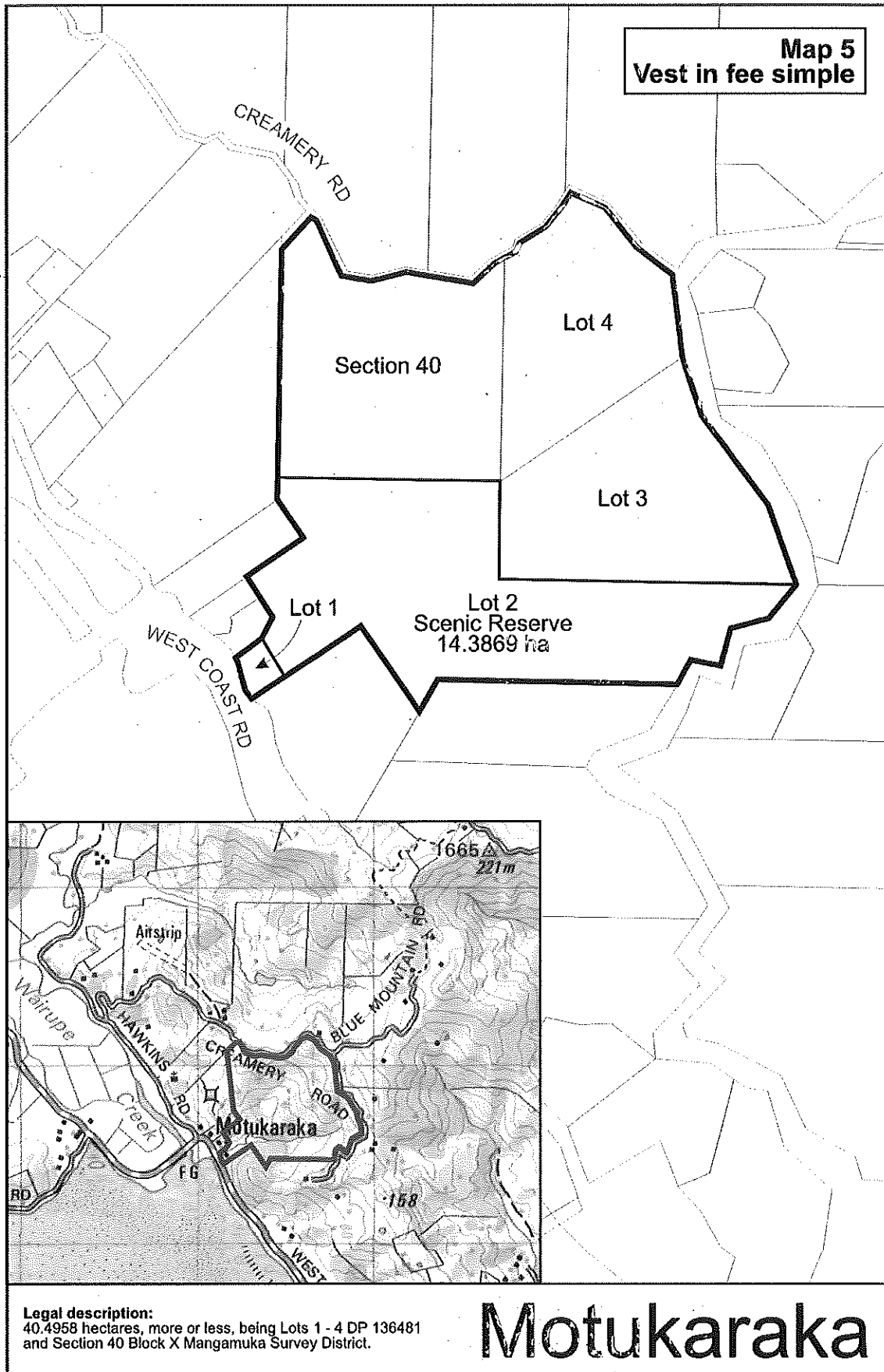
Map 1	Tangonge
Map 2	Mapere
Map 3	Takahue
Map 4	Rotokakahi
Map 5	Motukaraka
Map 6	Whangape
Map 7	Lake Tangonge Stewardship Area
Map 8	Maungataniwha
Map 9	Hukatere
Map 10	Clarke Road Stewardship Area



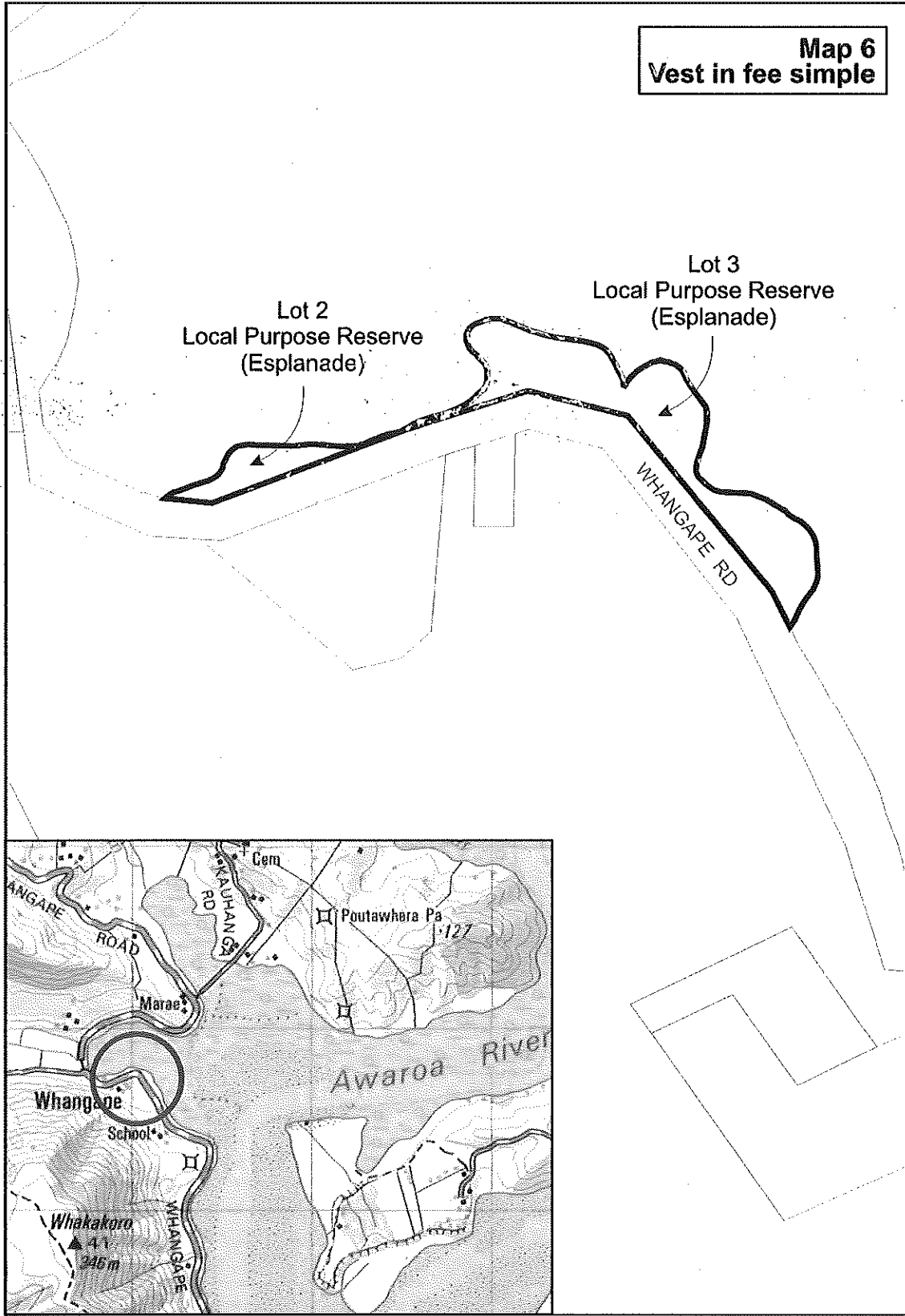






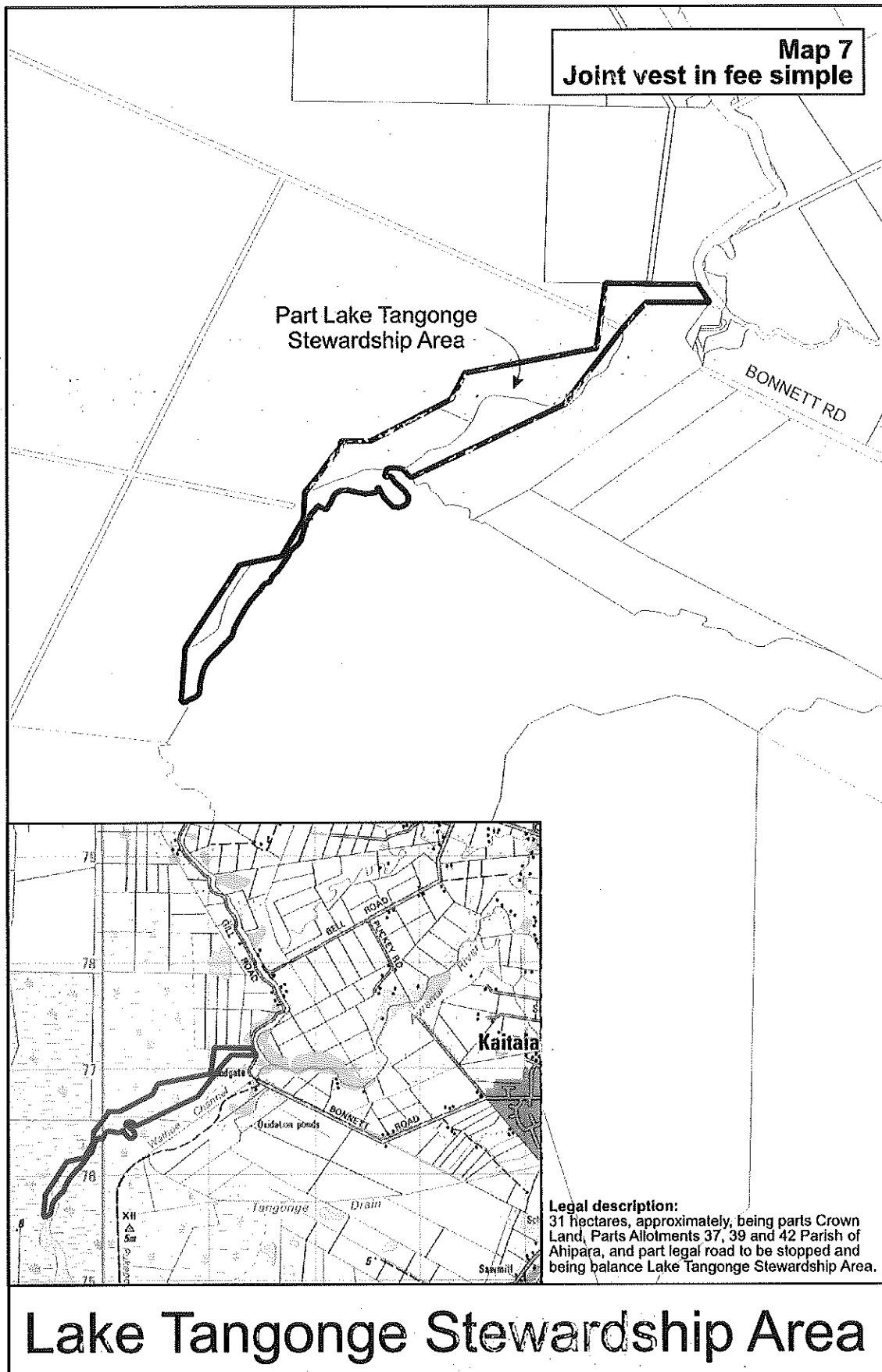


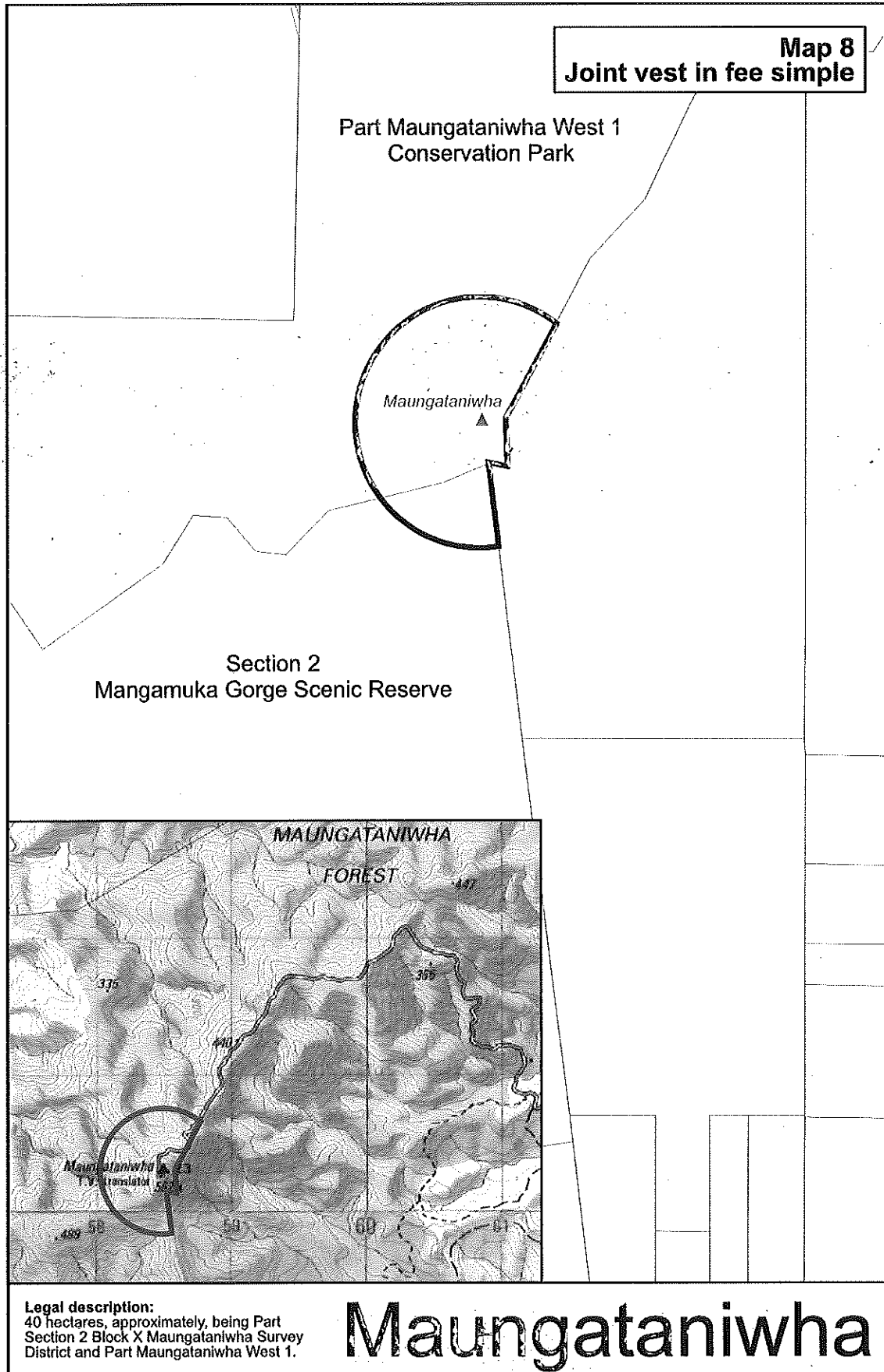
Map 6
Vest in fee simple

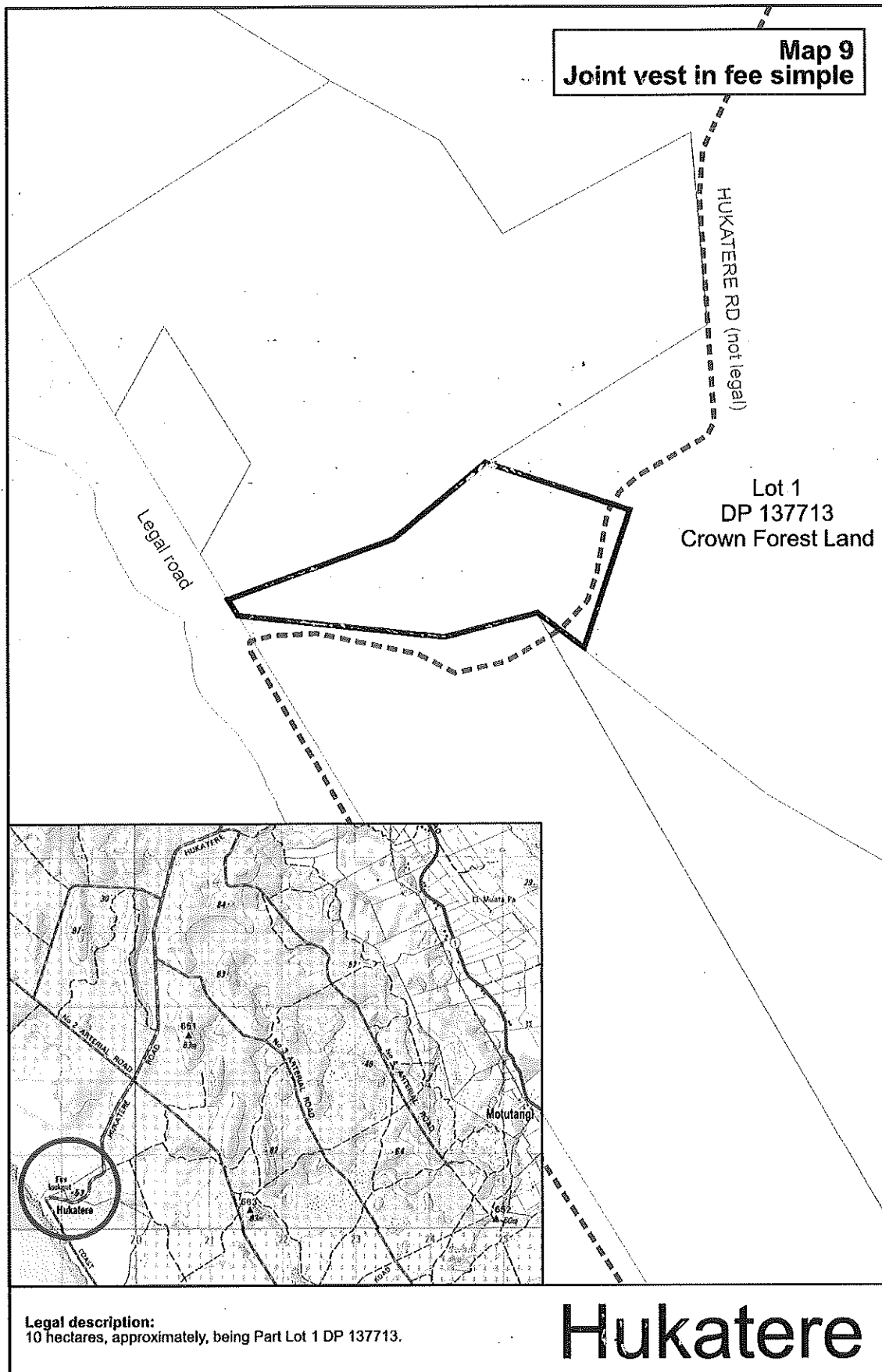


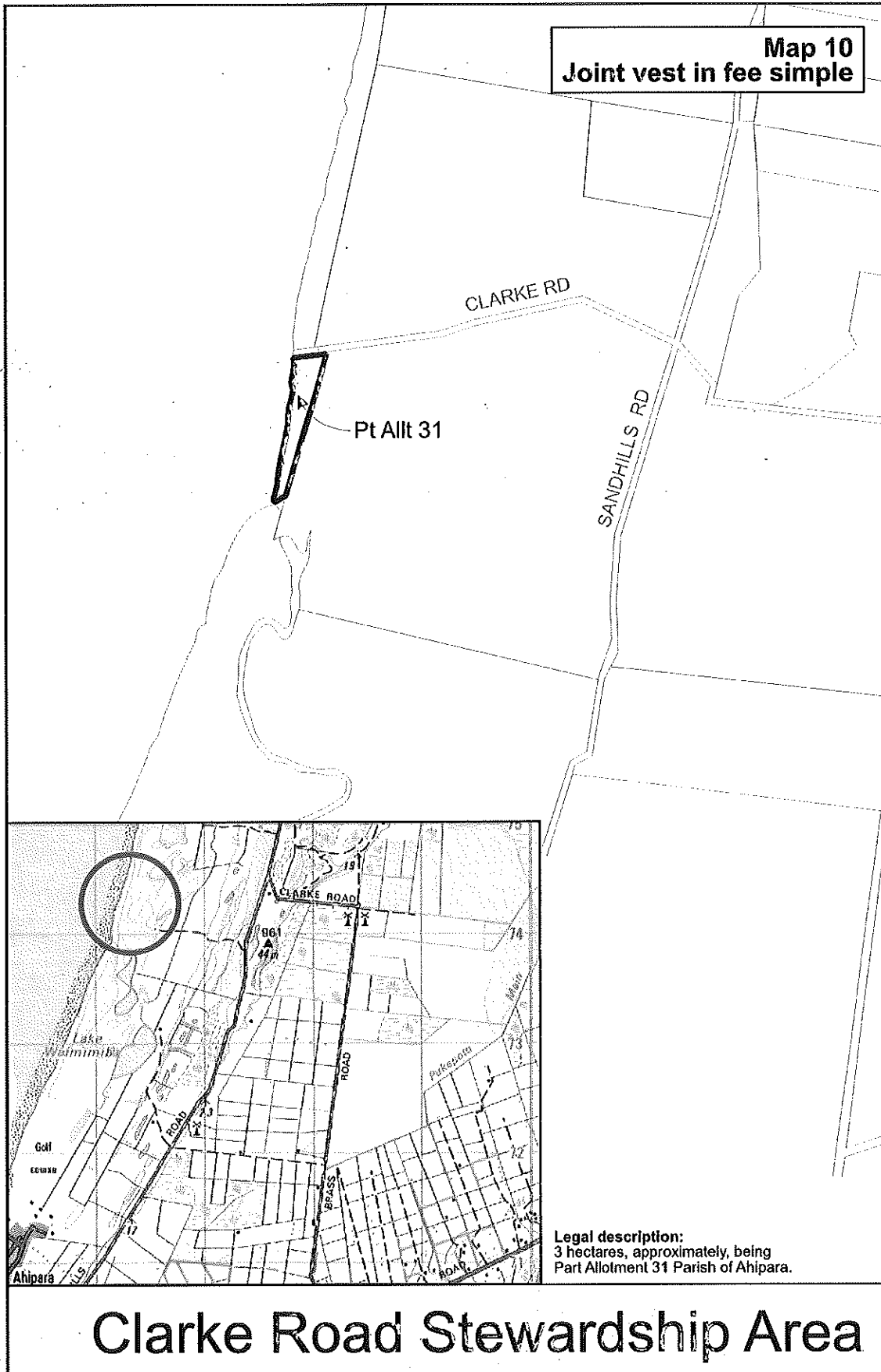
Legal description:
0.8875 hectares, more or less, being
Lots 2 and 3 DP 154514 and being
Local Purpose Reserve (Esplanade).

Whangape





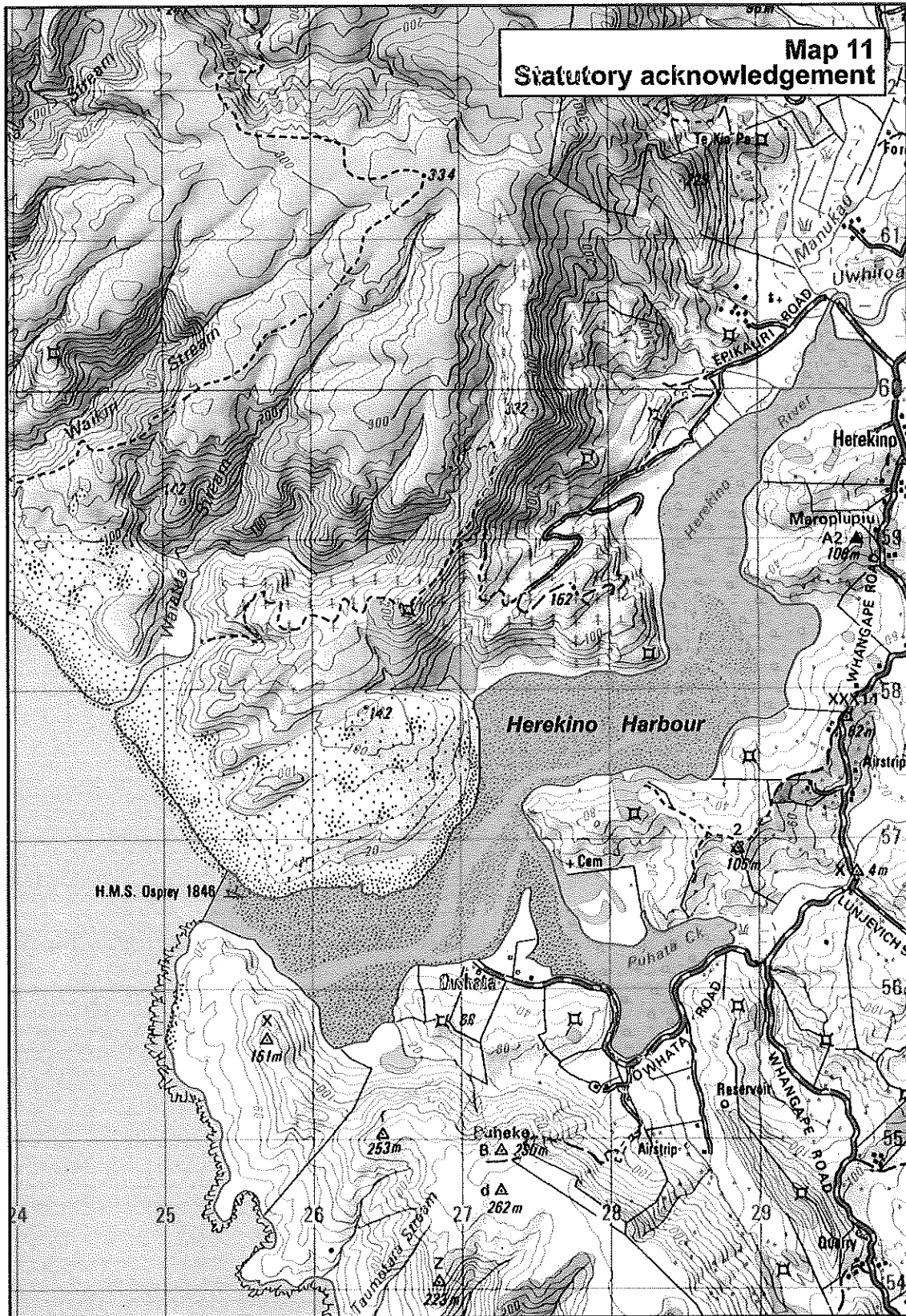




Attachment 6

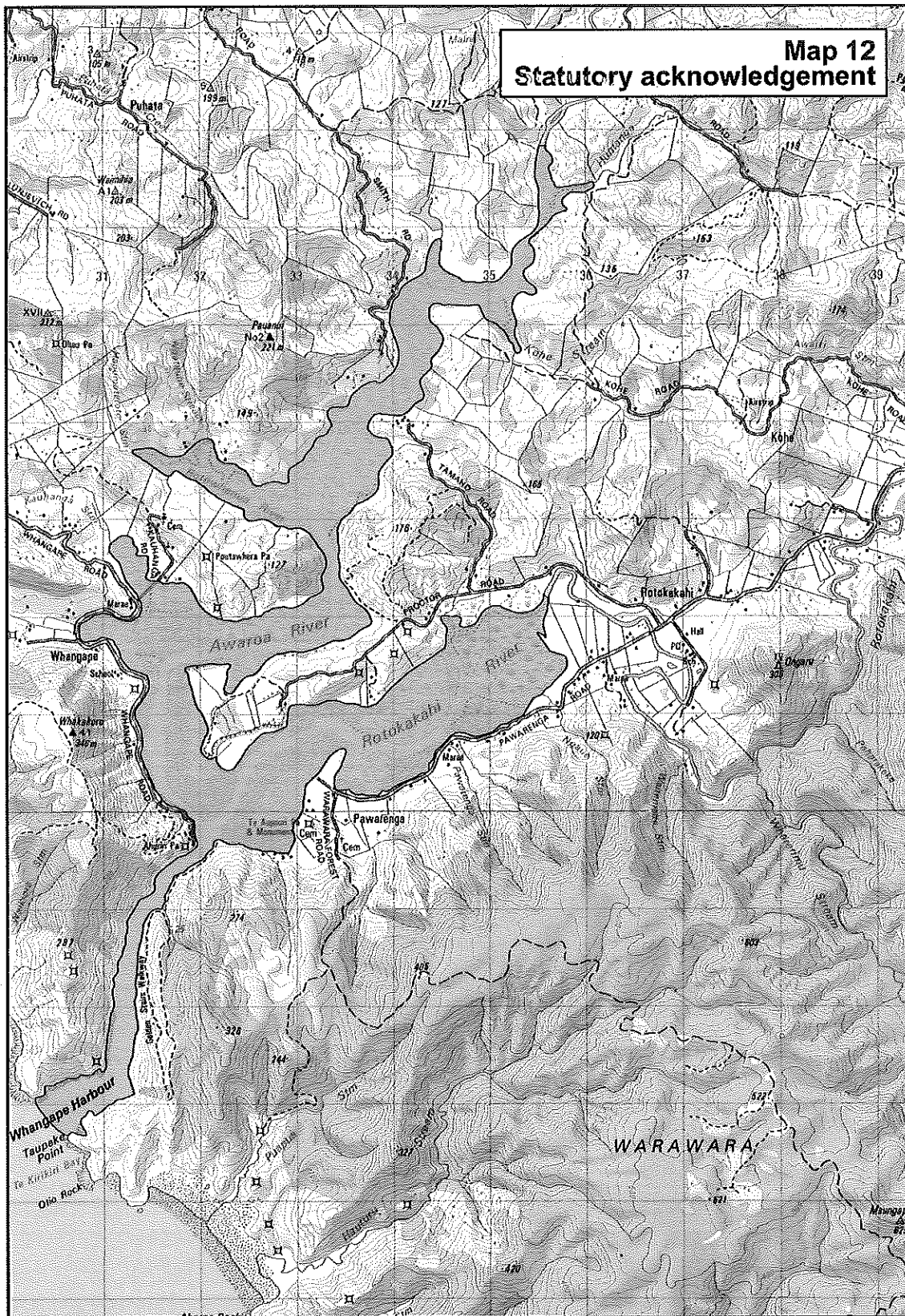
Maps of Statutory Acknowledgement Areas

Map 11	Herekino Harbour
Map 12	Whangape Harbour
Map 13	Hokianga Harbour
Map 14	Awaroa River
Map 15	Coastal Marine Area extending from Hokianga Harbour to Hukatere



Map 11
Statutory acknowledgement

Herekino Harbour



Map 12
Statutory acknowledgement

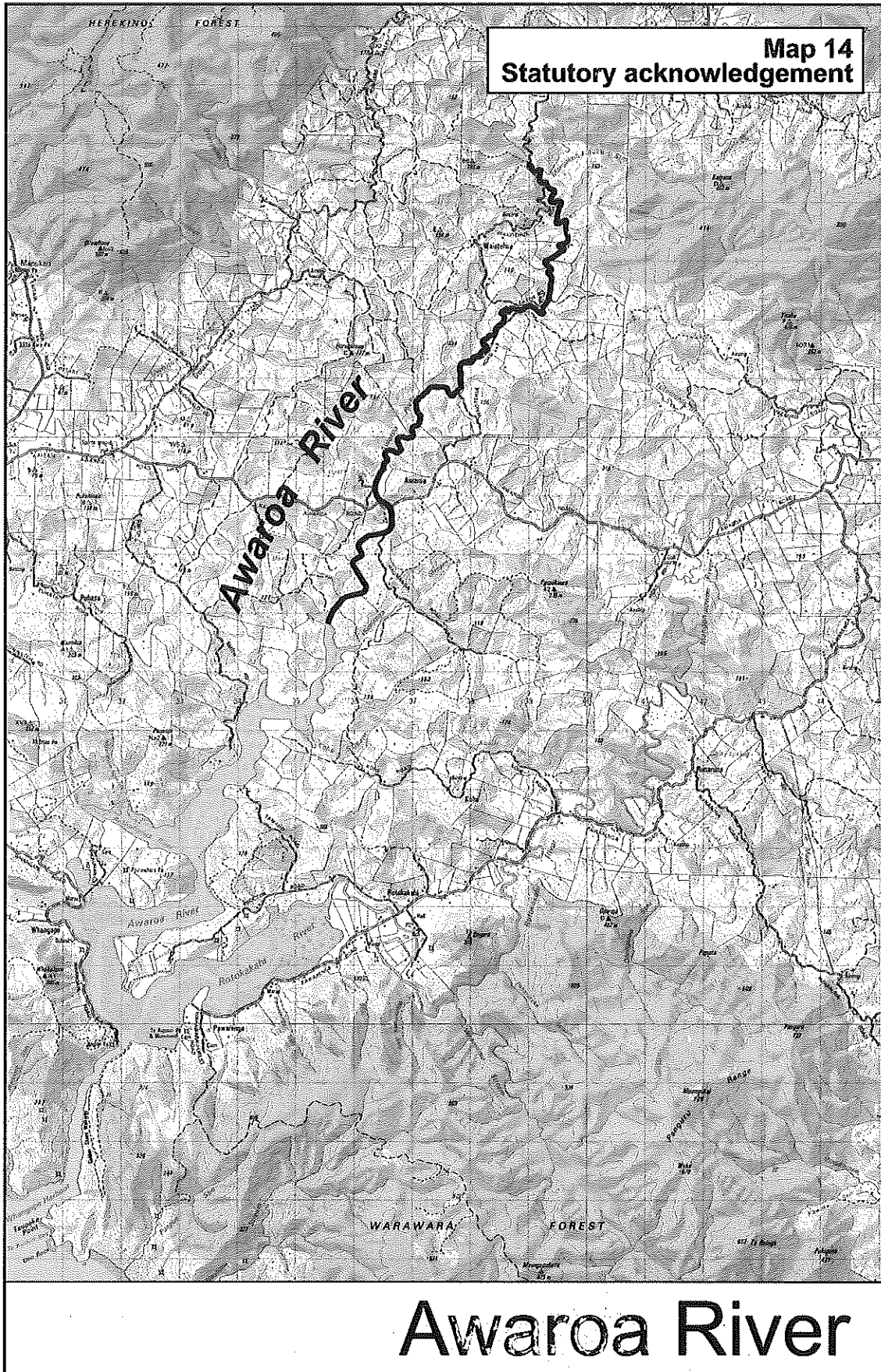
Whangape Harbour

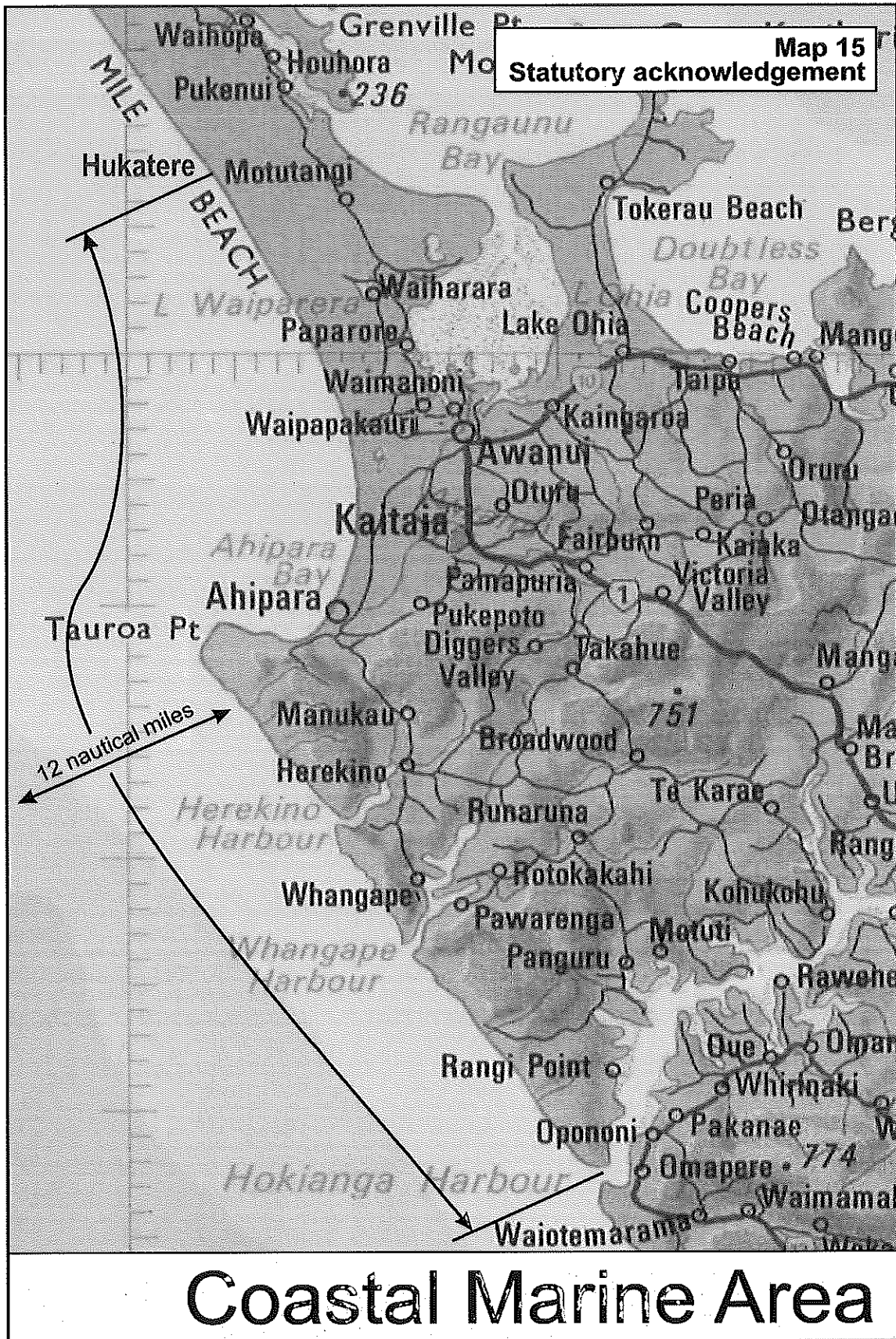


Map 13
Statutory acknowledgement

Hokianga Harbour

Hokianga Harbour





Attachment 7

List of key Ministers to be written to by the Minister in Charge of Treaty of Waitangi Negotiations

The key Ministers are:

1. Minister of Corrections;
2. Minister of Education;
3. Minister for the Environment;
4. Minister of Foreign Affairs and Trade;
5. Minister of Health;
6. Minister for Housing;
7. Minister of Labour;
8. Minister of Social Development; and
9. Minister for Tertiary Education.

Attachment 8

Ministry of Fisheries Protocol

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF FISHERIES REGARDING THE INTERACTION OF TE RARAWA ON FISHERIES ISSUES

1. INTRODUCTION

- 1.1 The Crown, through the Minister and Chief Executive, recognises that Te Rarawa as tangata whenua are entitled to have input and participate in fisheries management processes that affect fish stocks in the Te Rarawa Fisheries Protocol Area and that are managed by the Ministry under the Fisheries Legislation. Te Rarawa as tangata whenua, have a special relationship with all species of fish, aquatic life and seaweed found within Te Rarawa Fisheries Protocol Area, all such species being taonga of Te Rarawa, and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed
- 1.2 Under the Deed of Settlement dated [] between Te Rarawa and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Fisheries (the "Minister") would issue a protocol (the "Fisheries Protocol") setting out how the Ministry of Fisheries (the "Ministry") will interact with the Te Rarawa Governance Entity (the "Governance Entity") in relation to matters specified in the Fisheries Protocol. These matters are:
- 1.2.1 recognition of the interests of Te Rarawa, as set out in **para 1.1**, in all species of fish, aquatic life or seaweed that exist within the Te Rarawa Fisheries Protocol Area for which the Ministry has responsibility in terms of the Fisheries Legislation;
 - 1.2.2 working with the Te Rarawa governance entity to coordinate their customary, recreational and commercial interests by developing management plans to assist them in having input and participation into;
 - (a) the development of sustainability measures, fisheries regulations and fisheries plans;
 - (b) customary non-commercial fisheries management;
 - (c) research planning;
 - (d) nature and extent of fisheries services;
 - (e) contracting for services;
 - (f) employment of staff with customary non-commercial fisheries responsibilities;
 - (g) rāhui; and
 - (h) changes to policy and legislation affecting this Protocol;

- 1.2.3 consultation with the Te Rarawa Governance Entity on requirements to ensure compliance with regulations and bylaws for the management of fisheries in the Te Rarawa Fisheries Area
- 1.3 For the purposes of this Fisheries Protocol, the Governance Entity is the body representative of the whānau, hapū and iwi of Te Rarawa who have an interest in the sustainable utilisation of fish, aquatic life and seaweed that exist within the Fisheries Protocol Area. Te Rarawa has a responsibility in relation to the preservation, protection and management of its customary non-commercial fisheries through its tino rangatiratanga and kaitiakitanga. This derives from the status of Te Rarawa as tangata whenua in the Fisheries Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The obligations of the Ministry in respect of fisheries are to ensure ecological sustainability, to meet Treaty of Waitangi and international obligations, to enable efficient resource use and to ensure the integrity of fisheries management systems.
- 1.5 The Ministry and the Governance Entity are seeking a relationship consistent with the Treaty of Waitangi and its principles. The principles of the Treaty provide the basis for the relationship between the parties to this Fisheries Protocol, as set out in 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
- 1.6 The Minister and the Chief Executive of the Ministry (the "Chief Executive") have certain functions, powers and duties in terms of the Fisheries Legislation and the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. With the intention of creating a relationship that achieves, over time, the fisheries policies and outcomes sought by both Te Rarawa and the Ministry consistent with the sustainable utilisation of fisheries, this Protocol sets out how the Ministry, the Minister and Chief Executive will exercise their functions, powers and duties in relation to matters set out in this Protocol. The Governance Entity will have the opportunity for meaningful input into the policy, planning and decision-making processes relating to the matters set out in this Protocol.
- 1.7 The Ministry will advise the Governance Entity whenever it proposes to consult with a hapū of Te Rarawa or with another iwi or hapū with interests in the sustainable utilisation of fisheries, aquatic life and seaweed in the Protocol Area, on matters that could affect Te Rarawa interests.

2 FISHERIES PROTOCOL AREA

- 2.1 This Fisheries Protocol applies across the Fisheries Protocol Area, which means the area identified in the map included in Attachment A of this Protocol, together with the adjacent waters.

3 TERMS OF ISSUE

- 3.1 This Protocol is issued pursuant to section [] of the Te Rarawa Claims Settlement Act [] (the "Settlement Legislation") and clause [] of the 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 Ministry will maintain effective consultation processes and communication networks with the Governance Entity by:

4.1.1 maintaining, at national and regional levels, information provided by the Governance Entity on Te Rarawa's office holders, addresses and contact details; and

4.1.2 providing reasonable opportunities for the Governance Entity to meet with Ministry managers and staff.

4.2 The Ministry will:

4.2.1 meet with the Governance Entity to review implementation of this Protocol at least once a year, unless otherwise agreed, at a location specified by the Governance Entity and agreed to in advance by the Ministry;

4.2.2 consult and involve the Governance Entity in the training of relevant staff on this Protocol and provide on-going training as required;

4.2.3 meet with the Governance Entity annually to discuss compliance support; and

4.2.4 as far as reasonably practicable, inform fisheries stakeholders about this Protocol and the Te Rarawa settlement, and provide on-going information as required.

5 DEVELOPMENT OF SUSTAINABILITY MEASURES, FISHERIES REGULATIONS AND FISHERIES PLANS, MARINE PROTECTED AREAS AND CONSULTATION ON SPECIES WITHIN THE FISHERIES PROTOCOL AREA

5.1 If the Ministry is exercising powers or functions, under the Fisheries Legislation or the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, relating to the setting of sustainability measures, or the making of fisheries regulations, or the development/implementation of a fisheries plan for the purposes of section 11A of the Fisheries Act 1996 (a "Fisheries Plan"), for any species of fish, aquatic life or seaweed within the Fisheries Protocol Area, or is establishing Marine Protected Areas as defined in the Marine Protected Areas Policy and Implementation Plan December 2005, the Ministry must:

5.1.1 provide the Governance Entity with all reasonably available background information in relation to the setting of sustainability measures, the making of fisheries regulations, and the development/implementation of Fisheries Plans;

5.1.2 inform the Governance Entity, in writing, of any proposed changes in relation to the Fisheries Protocol Area with regard to:

- 5.1.2.1 the setting of sustainability measures;
 - 5.1.2.2 the making of fisheries regulations;
 - 5.1.2.3 the development/implementation of Fisheries Plans; and
 - 5.1.2.4 the development of marine protected areas
 - 5.1.2.5 as soon as reasonably practicable to enable Te Rarawa to respond in an informed way;
 - 5.1.3 provide the Governance Entity at least 30 working days from receipt of the written information described in clause 5.1.2 in which to respond, verbally or in writing to any such proposed changes;
 - 5.1.4 as far as reasonably practicable, meet with the Governance Entity to discuss any proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, if requested by the Governance Entity to do so;
 - 5.1.5 incorporate the views of the Governance Entity into any advice given to the Minister or other stakeholders on proposed changes to sustainability measures, fisheries regulations, or Fisheries Plans, that affect the Governance Entity's interests and provide a copy of that advice to the Governance Entity as soon as reasonably practicable; and
 - 5.1.6 report back to the Governance Entity within 20 working days of any final decision in relation to sustainability measures, fisheries regulations, or Fisheries Plans either in writing or in person.
- 5.2 The Governance Entity may propose measures for the management of fish, aquatic life and seaweed in the Fisheries Protocol Area. Where the Governance Entity makes such a proposal, the Minister shall consider the proposal in accordance with the provisions of the Fisheries Act 1996 and section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992.

6 Regional Iwi Forums

The Ministry is working with iwi to establish regional iwi forums to enable iwi to have input into and participate in processes to address sustainability measures, fisheries regulations, fisheries plans and the establishment of marine protected areas. Where the Ministry is seeking to establish a regional iwi forum in an area that will include the Fisheries Protocol Area, the Ministry will ensure that the Governance Entity will have an opportunity to participate in the development and operation of that forum.

7. MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES

- 7.1 The Ministry undertakes to provide the Governance Entity with such information and assistance 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:

- 7.1.1 discussions with the Ministry on the implementation of the regulations within the Fisheries Protocol Area;
- 7.1.2 provision of existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Fisheries Protocol Area;
- 7.1.3 assistance in appointing kaitiaki; and
- 7.1.4 provision of training and support for kaitiaki to undertake their role

8. RESEARCH PLANNING PROCESS

- 8.1 The Ministry will provide the Governance Entity with all reasonably available background information to participate in the processes, timelines and objectives associated with the research planning process of the Ministry.
- 8.2 The Ministry will consult with the Governance Entity on all research proposals for fisheries commissioned by the Ministry having an effect within the Fisheries Protocol Area.
- 8.3 The Ministry will provide the Governance Entity, within 30 working days of the execution of the Fisheries Protocol, with information on the requirements for becoming an 'Approved Research Provider'. Should the requirements for becoming and remaining an 'Approved Research Provider' change over time, the Ministry will inform the Governance Entity about those changes.

9. NATURE AND EXTENT OF FISHERIES SERVICES

- 9.1 The Ministry will each year consult with the Governance Entity on the Ministry's annual business plan.
- 9.2 The Ministry will provide the Governance Entity with the opportunity to put forward proposals for the provision of services that the Governance Entity deem necessary for the management of fisheries within the Fisheries Protocol Area.

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.

11. EMPLOYMENT OF STAFF WITH CUSTOMARY NON-COMMERCIAL FISHERIES RESPONSIBILITIES

- 11.1 The Ministry will consult with the Governance Entity on certain aspects of the employment of Ministry staff if a particular vacancy directly affects the fisheries interests of Te Rarawa 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 Te Rarawa, and may be achieved by one or more of the following:

- 11.2.1 consultation on the job description and work programme;
- 11.2.2 direct notification of the vacancy;
- 11.2.3 consultation on the location of the position; and
- 11.2.4 input into the selection of the interview panel.

12. RĀHUI

- 12.1 The Ministry recognises that rāhui is a traditional use and management practice of Te Rarawa and supports the right of Te Rarawa to place traditional rāhui over their customary fisheries;
 - 12.1.1 The Ministry and Te Rarawa acknowledge that a traditional rāhui placed by Te Rarawa over their customary fisheries has no force in law and cannot be enforced by the Ministry, and that adherence to any rāhui is a matter of voluntary choice;
- 12.2 Te Rarawa undertakes to inform the Ministry (contact person to be decided) the reasons for the rāhui and the placing and lifting of a rāhui by Te Rarawa over their customary fisheries, and also the reasons for the rāhui;
- 12.3 The Ministry undertakes to inform a representative of any fishery stakeholder groups that fish in the area to which the rāhui has been applied, to the extent that such groups exist, of the placing and the lifting of a rāhui by Te Rarawa over their customary fisheries, in a manner consistent with the understandings outlined in clause 12.2 above;
- 12.4 As far as reasonably practicable, the Ministry undertakes to consider the application of section 186A of the Fisheries Act 1996 to support a rāhui proposed by Te Rarawa over their customary fisheries for purposes consistent with the legislative requirements for the application of section 186A of the Fisheries Act 1996, noting these requirements preclude the use of section 186A to support rāhui placed in the event of a drowning.

13. CONSULTATION

- 13.1 Where the Ministry is required to consult under clauses 5.4, 8.2, 9.1 and 10.1 of this Protocol, the basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
 - 13.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues to be the subject of the consultation;
 - 13.1.2 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;
 - 13.1.3 ensuring that sufficient time is given for the participation of the Governance Entity in the decision making process including the preparation of submissions by the Governance Entity in relation to any of the matters that are the subject of the consultation; and

- 13.1.4 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 that are the subject of the consultation.
- 13.2 Where, the Ministry has consulted with the Governance Entity as specified in clause 13.1, the Ministry will report back to the Governance Entity on the decision made after any such consultation.
14. **CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**
- 14.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment to the Fisheries Legislation which impacts upon this Protocol the Ministry shall:
 - 14.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and
 - 14.1.2 make available to the Governance Entity the information provided to iwi as part of the consultation process referred to in this clause; and
 - 14.1.3 report back to the Governance Entity on the outcome of any such consultation.

ISSUED on []

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

WITNESS

Name:

Occupation:

Address:

ATTACHMENT A
FISHERIES PROTOCOL AREA

(Insert agreed Te Rarawa Protocol Area)

ATTACHMENT B

TERMS OF ISSUE

1. Definitions

In this Fisheries Protocol:

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

Fisheries Legislation means the Fisheries Act 1983 and the Fisheries Act 1996;

Governance Entity means *[insert name and description once entity established in accordance with the Deed]*;

Te Rarawa has the meaning set out in clause 1.4 of the Deed of Settlement;

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.

2. Authority to Issue, Amend or Cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause [] of the Deed of Settlement]

3. Protocols Subject to Rights and Obligations

3.1 Section [] of the Settlement Legislation provides that the Protocol will not:

[Quote the section of the Settlement Legislation included in accordance with clause [] of the Deed of Settlement]

3.2 The Deed of Settlement provides that the Protocol does not restrict the ability of the Crown to interact or consult with any person or persons the Crown considers appropriate including, without limitation, any other iwi, hapū, marae, whanau or other representatives of tangata whenua.

4. Noting of Protocols

4.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause [] of the Deed of Settlement]

5. Enforceability of Protocols

5.1 Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause [] of the Deed of Settlement]

5.2 The provisions included in the Settlement Legislation under clause [] and [] of the Deed of Settlement will not apply to any guidelines developed in relation to a Protocol.

6. **Breach of Protocols Not Breach of Deed**

6.1 The Deed of Settlement provides that a failure by the Crown to comply with its obligations under a Protocol is not a breach of the Deed of Settlement.

7. **LIMITATION OF RIGHTS**

7.1 Section [] of the Settlement Legislation provides that:
[Quote the section of the Settlement Legislation included in accordance with clause [] of the Deed of Settlement]

Attachment 9

Ministry of Arts, Culture and Heritage Protocol

TAONGA TŪTURU PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH TE RARAWA ON TAONGA TŪTURU ISSUES

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between Te Rarawa 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 "Taonga Tūturu Protocol") setting out how the Minister and the Chief Executive for the Ministry for Culture and Heritage (the "Chief Executive") will interact with the Governance Entity on matters specified in the Taonga Tūturu Protocol. These matters are:
- 1.1.1 newly found Taonga Tūturu;
 - 1.1.2 the export of Taonga Tūturu from New Zealand; and
 - 1.1.3 the Protected Objects Act 1975 and any amendment (the "Act").
- 1.2 The Minister and the Chief Executive or other such persons acting in those capacities, and Te Rarawa are seeking a relationship consistent with the Treaty of Waitangi and its principles. Those principles provide the basis for the relationship between the parties to this Taonga Tūturu Protocol, as set out in this Protocol.
- 1.3 The Chief Executive recognises that Te Rarawa has an interest in relation to the preservation, protection and management of Taonga Tūturu through its tino rangatiratanga and kaitiakitanga. This derives from Te Rarawa's status as tangata whenua in the Taonga Tūturu Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.
- 1.4 The purpose of the Act is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain functions, powers and duties in terms of the Act. In exercising such functions, powers and duties, the Minister and Chief Executive will provide the Governance Entity with the opportunity for input in the policy and decision-making processes as set out in this Protocol.

2 **PROTOCOL AREA**

- 2.1 This Protocol applies across the Taonga Tūturu 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 The Taonga Tūturu Protocol is issued pursuant to section [] of the [insert name of settlement legislation] ("the Settlement Legislation") that implements clause xx of the 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 **THE ROLE OF THE CHIEF EXECUTIVE UNDER THIS PROTOCOL**

General

- 4.1 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:
- 4.1.1 notify the Governance Entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Te Rarawa origin found anywhere else in New Zealand;
- 4.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Te Rarawa origin found anywhere else in New Zealand;
- 4.1.3 notify the Governance Entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Te Rarawa origin found anywhere else in New Zealand;
- 4.1.4 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 Tūturu found within the Protocol Area or identified as being of Te Rarawa origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
- 4.1.5 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 Tūturu found within the Protocol Area or identified as being of Te Rarawa origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Applications for Ownership

- 4.2. If the Governance Entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Te Rarawa origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 4.3 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 Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 4.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Te Rarawa 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 Māori Land Court for determination of ownership of the Taonga Tūturu.

Applications for Custody

- 4.5 If no ownership application is made to the Māori Land Court for any Taonga Tūturu found within the Protocol Area or identified as being of Te Rarawa origin found elsewhere in New Zealand by the Governance Entity or any other person, the Chief Executive will:
- 4.5.1 consult the Governance Entity where there is any request from any other person for the custody of the Taonga Tūturu;
 - 4.5.2 consult the Governance Entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 4.5.3 notify the Governance Entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Export Applications

- 4.6 For the purpose of seeking an expert opinion from the Governance Entity on any export applications to remove any Taonga Tūturu of Te Rarawa origin from New Zealand, the Chief Executive will register the Governance Entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 4.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Te Rarawa 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.

Other Matters

- 4.8 The Chief Executive will also:

- 4.8.1 discuss with the Governance Entity concerns and issues notified by the Governance Entity about the Act;
- 4.8.2 review the implementation of this Protocol from time to time, or at the request of the Governance Entity, unless otherwise agreed in writing by both the Governance Entity and the Chief Executive; and
- 4.8.3 as far as reasonably practicable train relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol.

5. THE ROLE OF THE MINISTER UNDER THIS PROTOCOL

- 5.1 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 Examiner, the Minister may consult with the Governance Entity where a person appeals the decision of the Chief Executive to:
 - 5.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - 5.2.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand.
- 5.2 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 Tūturu where the Governance Entity was consulted as an Expert Examiner.

6. CONSULTATION

- 6.1 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:
 - 6.1.1 ensuring that the Governance Entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
 - 6.1.2 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;
 - 6.1.3 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;
 - 6.1.4 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

6.1.5 report back to the Governance Entity, either in writing or in person, on any decisions made that relate to that consultation.

7. CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

7.1 If the Chief Executive consults with Māori generally on policy development or any proposed legislative amendment to the Act that impacts upon this Protocol, the Chief Executive will:

7.1.1 notify the Governance Entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

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

7.1.3 report back to the Governance Entity on the outcome of any such consultation.

8. DEFINITIONS

8.1 In this Protocol:

Chief Executive means the Chief Executive of the Ministry for Culture and Heritage and includes any authorised employee of the Ministry for Culture and Heritage acting for and on behalf of the Chief Executive

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

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 tūturu, means discovered or obtained in circumstances which do not indicate with reasonable certainty the lawful ownership of the taonga tūturu and which suggest that the taonga tūturu 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 means *[Insert name and description]*

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

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 Taonga Tūturu Protocol

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

an object that—

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

Te Rarawa has the meaning set out in clause xx of the Deed of Settlement.

ISSUED on this day of 2007

SIGNED for and on behalf of HER
MAJESTY THE QUEEN in right of
New Zealand by the Minister for Arts,
Culture and Heritage

in the presence of:

WITNESS

Name:
Occupation:
Address:

ATTACHMENT A
TE RARAWA
TAONGA TŪTURU PROTOCOL AREA

ATTACHMENT B

TERMS OF ISSUE

This Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

1 Provisions of Deed of Settlement relating to Protocol

1.1 The Deed provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (**clause xx**); and

1.1.2 this Protocol does not restrict the ability of the Crown to interact or consult with any person the Crown considers appropriate including any iwi, hapū, marae, whānau or other representative of tāngata whenua (**clause xx**); and

1.1.3 this Protocol does not override or diminish:

(a) the requirements of the Protected Objects Act 1975;

(b) the functions and powers of the Minister for Arts, Culture and Heritage or the Chief Executive for the Ministry for Culture and Heritage under that Act; or

(c) the rights of Te Rarawa, or a Representative Entity, under that Act (**clause xx**).

1.2 **Representative Entity** has the same meaning in this Protocol as it has in **clause xx** of the Deed.

2 Authority to issue, amend or cancel Protocols

Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clauses xx of the Deed of Settlement]

3 Protocols subject to rights and obligations

Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause xx of the Deed of Settlement]

4 Enforcement of Protocol

Section [] of the Settlement Legislation provides that:

[Quote the section of the Settlement Legislation included in accordance with clause xx of the Deed of Settlement]

Attachment 10

Ministry of Energy Protocol

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY REGARDING CONSULTATION WITH [] BY THE MINISTRY OF ECONOMIC DEVELOPMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [] between [] and the Crown (the "Deed of Settlement"), the Crown agreed that the Minister of Energy (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 (the "Governance Entity") on matters specified in the Crown Minerals Protocol.
- 1.2 Both the Ministry and [] are seeking a healthy and constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 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 owned 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 owned minerals under the Act in the Crown Minerals Protocol Area.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between [] 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 The Governance Entity will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Crown Minerals Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

3 PROTOCOL AREA

- 3.1 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.

4 **TERMS OF ISSUE**

- 4.1 This Crown Minerals Protocol is issued pursuant to section [] of [insert the name of the Settlement Legislation] (the "**Settlement Legislation**") that implements clause 9.7 of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Crown Minerals Protocol must be read subject to the terms of issue set out in Attachment B.

5 **CONSULTATION**

- 5.1 The Minister will ensure that the Governance Entity is consulted by the Ministry:

New minerals programmes in respect of petroleum

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

Petroleum exploration permit block offers

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

Other petroleum exploration permit applications

- 5.1.3 when any application for a petroleum exploration permit is considered; 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 5.1.2;

Amendments to petroleum exploration permits

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

New minerals programme in respect of minerals other than petroleum

- 5.1.5 on the preparation of new minerals programmes in respect of Crown owned minerals other than petroleum, which relate, whether wholly or in part, to the Crown Minerals Protocol Area;

Permit block offers for Crown owned minerals other than petroleum

- 5.1.6 on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than Petroleum (being a specific area

with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Crown Minerals Protocol Area;

Other permit applications for Crown owned minerals other than petroleum

- 5.1.7 when any application for a permit in respect of Crown owned minerals other than petroleum is considered, which relates, whether wholly or in part, to the Crown Minerals Protocol Area, except where the application relates to a competitive tender allocation of a permit block offer over which consultation has already taken place under clause 5.1.6;

Amendments to permits for Crown owned minerals other than petroleum

- 5.1.8 when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is considered; and
- 5.1.9 where the application relates, wholly or in part, to the Crown Minerals Protocol Area.

- 5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the Governance Entity, and having regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi, particularly as those principles are set out in the relevant minerals programme from time to time, and taking into account the circumstances of each case.

6 IMPLEMENTATION AND COMMUNICATION

- 6.1 The Crown has an obligation under the Act (as provided for in minerals programmes) to consult with parties whose interests may be affected by matters described in clause 5.1 of this Crown Minerals Protocol. The Ministry will consult with the Governance Entity in accordance with this Crown Minerals Protocol and in accordance with the relevant minerals programme if matters described in clause 5.1 of this Crown Minerals Protocol Area may affect the interests of [].
- 6.2 The basic principles that will be followed by the Ministry in consulting with the Governance Entity in each case are:
- 6.2.1 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 5** of this Crown Minerals Protocol;
- 6.2.2 providing the Governance Entity with sufficient information to make informed decisions and submissions in relation to any of the matters described in **clause 5** of this Crown Minerals Protocol;
- 6.2.3 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 5 of this Crown Minerals Protocol; and

- 6.2.4 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 5 of this Crown Minerals Protocol.
- 6.3 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.
- 6.4 The Ministry will seek to fulfil its obligations under this Crown Minerals Protocol by:
- 6.4.1 maintaining information on the Governance Entity's address and contact details as provided from time to time by the Governance Entity;
- 6.4.2 as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Crown Minerals Protocol;
- 6.4.3 nominating relevant employees to act as contacts with the Governance Entity in relation to issues concerning this Crown Minerals Protocol; and
- 6.4.4 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;

7 DEFINITIONS

7.1 In this Crown Minerals Protocol:

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

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

Crown owned minerals means any mineral (as defined below) that is the property of the Crown in accordance with sections 10 and 11 of the Act or over which the Crown has jurisdiction in accordance with the Continental Shelf Act 1964;

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

Governance Entity means [*insert name and description*];

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

Minister means the Minister of Energy;

Ministry means the Ministry of Economic Development;
[] has the meaning set out in clause [] of the Deed of Settlement;

Petroleum means:

- (a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or
- (b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or
- (c) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and one or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide;

and, except in sections 10 and 11 of the Act, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered, but which has been returned to a natural reservoir for storage purposes in the same or an adjacent area; and

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 Crown Minerals Protocol.

ISSUED ON []

SIGNED for and on behalf of
HER MAJESTY THE QUEEN
in right of New Zealand by
the Minister of Energy
[or the Associate Minister of
Energy under delegated authority
from the Minister of Energy].

ATTACHMENT A
CROWN MINERALS PROTOCOL AREA

ATTACHMENT B

TERMS OF ISSUE

This Crown Minerals Protocol is issued subject to the provisions of the Deed of Settlement and the Settlement Legislation. These provisions are set out below.

1 Provisions of the Deed of Settlement relating to this Protocol

1.1 The Deed of Settlement provides that:

1.1.1 a failure by the Crown to comply with a Protocol is not a breach of the Deed of Settlement (clause []); and

1.1.2 this Crown Minerals Protocol does not restrict the ability of the Crown to interact or consult with any person including any iwi, hapū, marae, whānau, or other representative of tangata whenua (clause []); and

1.1.3 this Crown Minerals Protocol:

(a) is consistent with section 4 of the Crown Minerals Act 1991;

(b) does not override or diminish:

(i) the requirements of that Act;

(ii) the functions and powers of the Minister of Energy, or the Ministry of Economic Development, under that Act; or

(iii) the rights of [], or a Representative Entity, under that Act (clause []).

1.2 Representative Entity has the same meaning in **clause 1.1.3** of these terms of issue as it has in clause [] of the Deed of Settlement.

2 Authority to issue, amend or cancel Protocols

2.1 Section [] of the Settlement Legislation provides that:
[Quote the section of the Settlement Legislation included in accordance with clauses [-] of the Deed of Settlement]

3 Protocols subject to rights and obligations

3.1 Section [] of the Settlement Legislation provides that:
[Quote the section of the Settlement Legislation included in accordance with clause [] of the Deed of Settlement]

4 Noting of Protocol

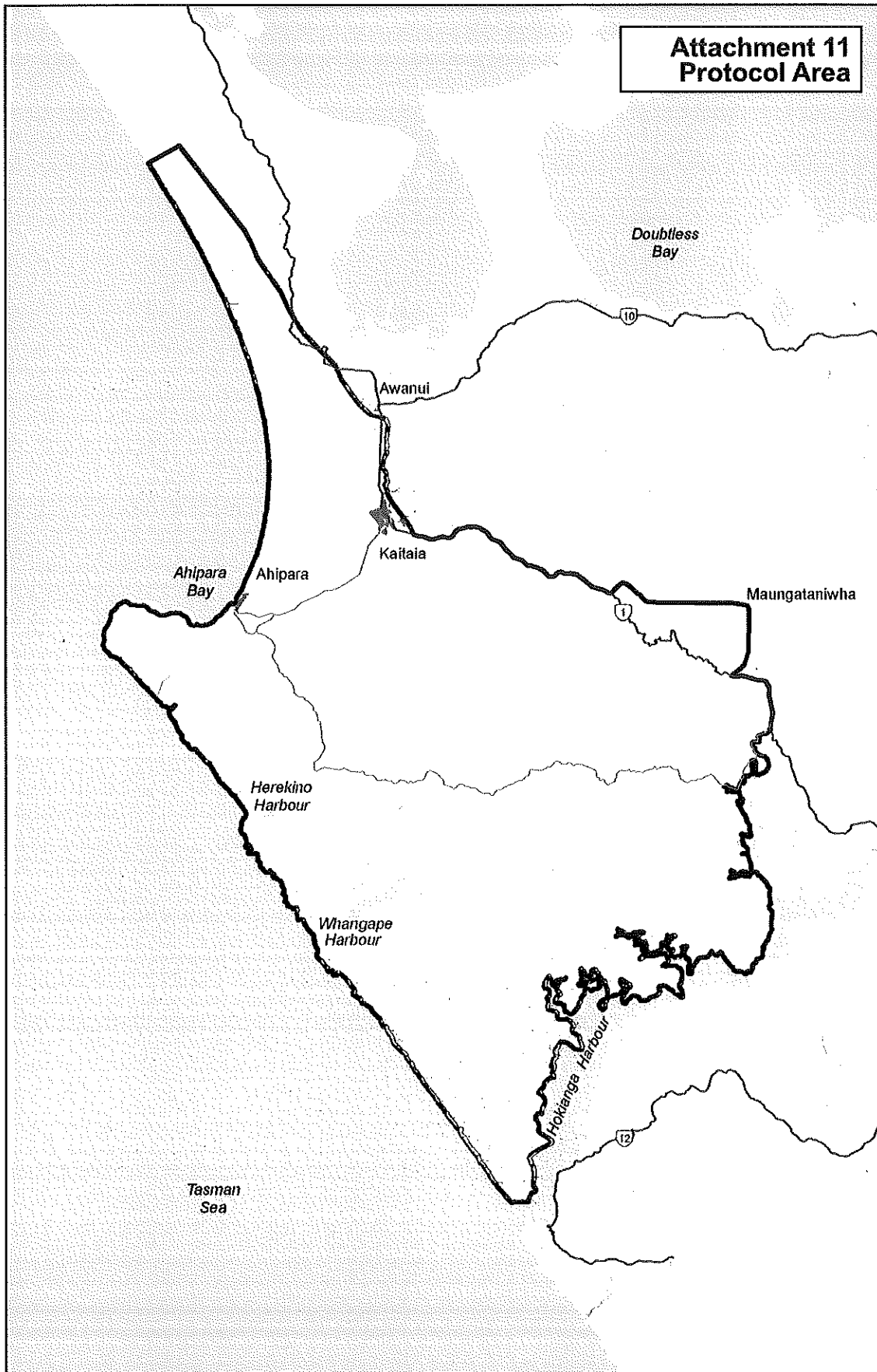
- 4.1 Section [] of the Settlement Legislation provides that:
[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

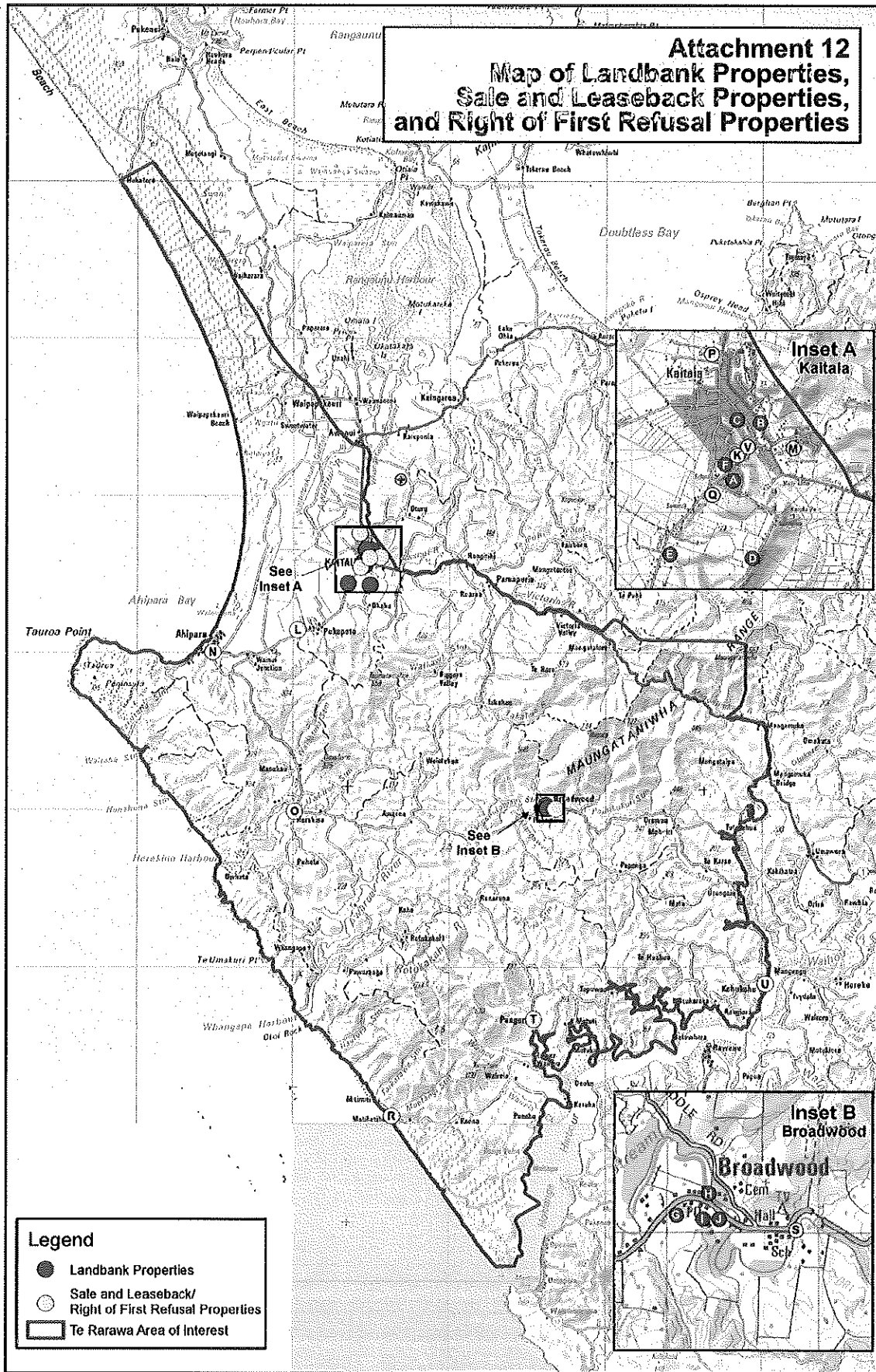
5 Enforcement of Protocol

- 5.1 Section [] of the Settlement Legislation provides that:
[Quote the section of the Settlement Legislation included in accordance with clauses [] of the Deed of Settlement]

6 Limitation of rights

- 6.1 Section [] of the Settlement Legislation provides that:
[Quote the section of the Settlement Legislation included in accordance with clause [] of the Deed of Settlement]





Attachment 13

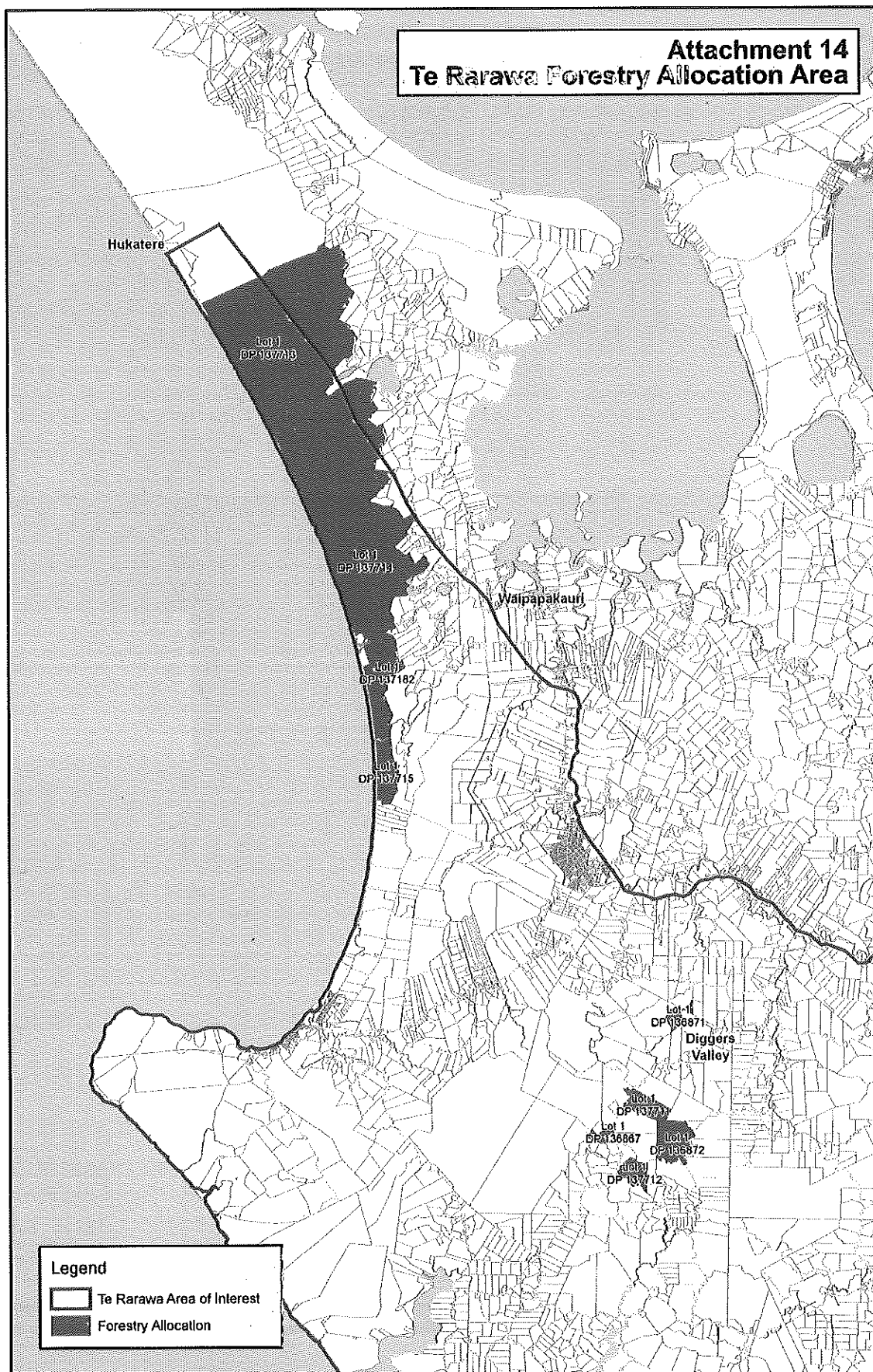
Landcorp Farms

Table 1 – The Sweetwaters Farm

Legal Description	Area	Computer Freehold Register
Sections 1-8 SO 42207 Sections 4-7 SO 64336 and Lots 1 and 2 DP 170525	1243.0467 ha	NA99C/561
Lots 1-3 DP 156631	359.5450 ha	NA94A/632
Section 1 SO Plan 66163	207.2900 ha	NA87A/184
Lot 4 DP 156631	111.6600 ha	NA94A/635
Lot 5 DP 156631	81.6400 ha	NA94A/636
Lot 6 DP 156631	207.3200 ha	NA94A/637
Section 1 SO 50740	6.6005 ha	NA80D/318
Part Lots 2 & 3 DP 40865	262.2785 ha	NA80D/321
Total	2479.3807 ha	

Table 2 – The Te Karae Farm

Legal Description	Area	Computer Freehold Register
Section 46 SO Plan 65125, Section 49 SO Plan 65128, Section 47 SO Plan 65130, Section 51 SO Plan 65132, Section 48 SO Plan 65133, Section 1 SO Plan 65999, Sections 1,2,3,4 & 5 SO Plan 68237, Section 1 SO Plan 68238, Lots 33, 33A and 35 DP 7198, Sections 23, 24, 29, 31, 32, 33, 43 and 44 Block V Mangamuka Survey District and Lots 1 and 2 DP 188624	1968.5743 ha	NA118B/131



Attachment 15

Valuation Process for Licensed Crown Forest Land

Definitions and interpretation

1 In this valuation process, unless the context otherwise requires:

Claimant's Valuer means any Registered Valuer appointed by the Claimant under paragraph 3 to take part in this valuation process set out in this Schedule;

Arbitration Commencement Date means the date the Crown makes the referral referred to in paragraph 14;

Arbitrator means a person appointed under paragraph 5;

Business Day means the period of 9am to 5pm on any day other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; and
- (c) the days observed as the anniversaries of the provinces of Wellington and Auckland.

Crown Forest Land means the Licensed Crown forest land to which this valuation process applies;

Crown's Valuer means any Registered Valuer appointed by the Crown under paragraph 3 to take part in the process set out in this valuation process;

Market Value is the amount, exclusive of GST, for which the Crown Forest Land might be expected to exchange on the Valuation Date, between a willing buyer and a willing seller, in an arms' length transaction, after proper marketing, wherein the parties had each acted knowledgeably, prudently and without compulsion.

Registered Valuer means a valuer registered with the Valuers Registration Board of New Zealand and with experience in the valuation of commercial forest land in New Zealand;

Transfer Value means the amount determined by this valuation process;

Valuation Commencement Date means the date by which both valuers have been appointed under paragraph 3;

Valuation Date means []; and

Valuation Exchange Date means the next Business Day after the date of expiration of the period of 135 Business Days commencing on the Valuation Commencement Date; and

Valuation Reports means the valuation reports prepared for the Crown and the Claimant in accordance with this valuation process.

Preliminary steps: disclosure, appointment of valuers and arbitrator

- 2 The Crown will within 40 Business Days of the date when this valuation process is agreed give the Claimant all material information that relates to the Crown Forest Land, of which Land Information New Zealand is aware including all information able to be obtained by the Crown under the provisions of the licence, having inspected its records but not having undertaken a physical inspection of the Crown Forest Land or made enquiries beyond Land Information New Zealand records.
- 3 No later than the next Business Day after the date of expiration of the period of 60 Business Days commencing on the date when this valuation process is agreed the Crown and the Claimant shall each:
 - a appoint a Registered Valuer and instruct him or her to assess the Market Value of the Crown Forest Land, in accordance with this valuation process; and
 - b give notice to the other of the identity of the Registered Valuer.
- 4 The Crown and the Claimant shall ensure that the terms of appointment of their respective Valuers require them to participate in the process set out in this valuation process in accordance with the terms of this valuation process.
- 5 The Crown and the Claimant shall attempt to agree and appoint a person who is suitably qualified and experienced in determining disputes about values of assets similar to the Crown Forest Land no later than the next Business Day after the date of expiration of the period of 35 Business Days commencing on the date when this valuation process is agreed. If no agreement and appointment has been made by that date, the Crown shall within 5 Business Days request that the President of the New Zealand Institute of Valuers make such an appointment.
- 6 An appointment under paragraph 5 is made once the appointee has confirmed that he or she shall conduct an arbitration, if requested by the Crown, in accordance with this valuation process.

Agreement on inputs to valuation assessments

- 7 Both Registered Valuers must undertake a joint inspection of the Crown Forest Land in sufficient time to enable compliance with paragraph 8.
- 8 The Crown and the Claimant are resolved to minimise the points of difference between their respective Registered Valuers' final reports by requiring them to compare and agree on base parameters and input assumptions within 30 Business Days of the Valuation Date. The Crown and the Claimant will agree on

the base parameters for inclusion in a joint instruction to their respective Registered Valuers. The base parameters may include such things as comparable sales evidence, base inputs to a formula to take account of the return provisions in the licence and the extent, if any, to which the effect of the climate change policies will be taken into account.

- 9 Should the Crown's Valuer and the Claimant's Valuer be unable to agree on specified base parameters and input assumptions, the Crown and the Claimant will request the Arbitrator to examine each Registered Valuer's evidence on the points of disagreement and provide a ruling to which the Crown's Valuer and the Claimant's Valuer will be bound.

Exchange of valuation reports

10. Both the Crown's Valuer and the Claimant's Valuer shall prepare a Valuation Report which includes their respective assessments of Market Value and each party shall deliver a copy of its Valuation Report to the other party no later than the Valuation Exchange Date.
11. If one party (*Defaulting Party*) fails to deliver its Valuation Report to the other party (who has provided a Valuation Report to the Defaulting Party within the prescribed time) by the Valuation Exchange Date, then the assessment of the Market Value contained in the Valuation Report provided by that other party will be the Transfer Value.

Negotiations to agree market values

- 12 Following the Valuation Exchange Date the Crown and the Claimant shall attempt to agree to the Market Value. Where agreement is reached both Parties shall sign a statement identifying the amount which the parties have agreed is the Market Value.
- 13 The amount agreed as the Market Value shall be the Transfer Value for the Crown Forest Land.
- 14 Where agreement is not reached under paragraph 12 by the next Business Day after the date of expiration of the period of 30 Business Days commencing on the Valuation Exchange Date, the determination of the Transfer Value for the Crown Forest Land shall be referred to the Arbitrator in accordance with paragraph 15.

Determination of disputed values

- 15 Within 2 Business Days of paragraph 14 applying, the Crown shall refer the dispute to the Arbitrator.
- 16 The Arbitrator shall promptly give notice of a meeting to be attended by the Crown and the Claimant and their respective Registered Valuers, at a venue and time to be decided by the Arbitrator after consultation with the parties and having regard to their obligation under paragraph 17 but not later than the next Business Day after the date of expiration of the period of 30 Business Days commencing on the Arbitration Commencement Date.
- 17 The Crown and the Claimant shall by no later than 5.00 pm on the day which is 5 Business Days prior to the date of the meeting give to the Arbitrator (and to each

other), the Crown's Valuation Report, the Claimant's Valuation Report and any submission or expert evidence based on that information which the Crown or the Claimant intend to present at the meeting.

- 18 At the meeting, the Arbitrator shall establish a procedure and give each party to the arbitration the right to examine, cross examine and re-examine the Registered Valuers and other experts appointed by the parties in relation to the information provided to the Arbitrator and otherwise have regard to the requirements of natural justice in the conduct of the meeting.
- 19 The Arbitrator shall hold the meeting and give his or her determination of the Market Value no later than the next Business Day after the date of expiration of the period of 45 Business Days commencing on the Arbitration Commencement Date. That determination shall be no higher than the higher, and no lower than the lower, of the assessment of Market Value contained in the Crown's Valuation Report and in the Claimant's Valuation Report.
- 20 The Transfer Value for the Crown Forest Land shall be the Arbitrator's determination of the Market Value.
- 21 The determination of the Arbitrator shall be final and binding on the Crown and the Claimant.

General provisions

- 22 The Crown and the Claimant shall each bear their own costs in connection with the processes set out in this valuation process. The costs of the Arbitrator and the costs of the hire of a venue for the meeting referred to in paragraph 16 shall be borne by the Crown and the Claimant equally. However, in appropriate cases, the Arbitrator may award costs against the Crown or the Claimant where the Arbitrator considers that it would be just to do so on account of unreasonable conduct.
- 23 The Crown and the Claimant each acknowledge that they are required to use reasonable endeavours to ensure the processes set out in this valuation process operate in the manner, and within the timeframes, specified in this valuation process.
- 24 If the processes set out in this valuation process are delayed through any event (such as the death or incapacity or unwillingness or inability to act of any Registered Valuer or the Arbitrator), the Crown and the Claimant shall use reasonable endeavours and co-operate with each other to minimise the delay.

Attachment 16

**Landbank Properties available for selection as Commercial
Redress Properties**

OTS Number	Address	Legal description	Map ref *
262	6 Summerville Ave Kaitaia	Lot 2 DP 42727	A
1051	Cnr Mathews Ave & Melba St Kaitaia	Lots 229 and 230 DP 12724	B
255	Cnr Puckey Ave & Taafe St Kaitaia	Pts Lots 289, 290 and 291 DP 14289	C
1054	Former Met Service Building Okahu Rd, Kaitaia	Part Lot 1 DP 50012 BLK V Takahue SD	D
1050	Kaitaia-Awaroa Road Kaitaia	Section 1 SO Plan 65376	E
1262	Kaitaia Nurses Home Redan Rd, Kaitaia	Lot 2 DP 193961	F
265	Broadwood Rd Broadwood	Pt Lot 1 DP 35354	G
260	1102 Broadway Road Broadwood	Lot 2 DP 46043	H
259	18 Teachers Road Broadwood	Lot 3 DP 38726	I
261	14 Teachers Road Broadwood	Lot 4 DP 38726	J

* Refer to Map of Landbank Properties, Sale and Leaseback Properties, and Right of First Refusal Properties (**Attachment 12**).

Attachment 17

Valuation Process for non-Licensed Crown Forest Land Commercial Redress Properties

High Value Properties i.e. those with an estimated value over \$300,000

- 1 The Crown and the claimants each commission a registered valuer (at their own cost);
- 2 Each party obtains a market valuation based on agreed instructions to valuers (as attached), which is then exchanged with the other party;
- 3 If the valuations differ, the parties are required to enter into discussion, with the aim of agreeing a transfer value;
- 4 If the parties are unable to reach an agreed transfer value, the parties will refer the matter to arbitration (process under the Arbitration Act 1996), which will be binding on both parties, for determination of fair market value; and
- 5 Each party is responsible for their own costs, and half of the cost of any arbitration process.

Low value properties i.e. those with an estimated value less than \$300,000

- 6 The Crown and the claimants jointly commission a registered valuer;
- 7 The valuer is jointly instructed to prepare a market valuation based on agreed instructions to valuers (as attached) which is binding on both parties; and
- 8 Each party is responsible for half the cost of the valuer.

General

- 9 All valuations will be based on:
 - a Instructions to valuers;
 - b the due diligence information provided by the vendor agency;
 - c the standard terms and conditions for transfer of commercial properties that will be attached to the Agreement in Principle;
 - d all existing leases, licences and other encumbrances disclosed by the Crown;
 - e all leases, licences, and other encumbrances proposed for the Deed of Settlement; and
 - f a practical valuation date agreed by the parties.
10. In the event that a Deed of Settlement is not agreed within 12 months of the valuation date then the properties will need to be revalued.

Attachment 18

Commercial Properties: Sale and Leaseback Properties and Right of First Refusal

Administering Department	Address	Legal description	Map ref *
NZ Police	Kaitaia Police Station 15-17 Redan Road	Lot 1 DP 184490	K
Ministry of Education	Pukepoto School	Pt Waipapa Blk	L
Ministry of Education	Kaitaia School	Pt 10 DP 61707, Pt 10 SO 49317, Pt 16 SO 28687, Pt 16 DP 22615, Pts 16 and 17 DP 27211 and Pt 17 DP 532	M
Ministry of Education	Ahipara School	Allotments 19A, 82 and 83 Parish of Ahipara	N
Ministry of Education	Herekino School	Lot 1 DP 35350 and Pt Sec 13 Blk II Herekino SD	O
Ministry of Education	Kaitaia Intermediate	Pts Lot 3 DP 29054 and Lot 1 DP 33128	P
Ministry of Education	Kaitaia College	Pts OLC 7 SO 32505 and DP 12477, Stopped Roads SO 45142, area shown A on SO 52852 and Allotment 71 Parish of Ahipara	Q
Ministry of Education	Matihetihe School	Pt Moetangi B2 No. 2B1 and Pt Matihetihe 1B 2D	R
Ministry of Education	Broadwood Area School	Pt Sections 4 and 52 Blk 1 Whangape SD	S
Ministry of Education	Te Kura Taumata O Panguru	Panguru X1	T
Ministry of Education	Kohukohu School	Lot 1 and Pt Lot 2 DP 11609, Pt Sec 81 Blk X Mangamuka SD and Sec 57 Blk X Mangamuka SD	U
Ministry of Justice	Kaitaia Courthouse Redan Road	Lot 1 DP 177374	V

* Refer to Map of Landbank Properties, Sale and Leaseback Properties, and Right of First Refusal Properties (**Attachment 12**).

Attachment 19

List of Hapū of Te Rarawa

Part one

- 1 Kohatutaka
- 2 Ngai Tupoto
- 3 Ngati Hauā
- 4 Ngati Here
- 5 Ngati Hine
- 6 Ngati Manawa
- 7 Ngati Moroki
- 8 Ngati Moetonga
- 9 Ngati Pakahi
- 10 Ngati Tamatea
- 11 Ngati Te Ao
- 12 Ngati Te Maara
- 13 Ngati Te Reinga
- 14 Ngati Torotoroa
- 15 Ngati Waiora
- 16 Parewhero
- 17 Patupinaki
- 18 Patutoka
- 19 Tahawai
- 20 Taomaui
- 21 Te Hokoheha

- 22 Te Ihutai
- 23 Te Kaitutae
- 24 Te Patukirikiri
- 25 Te Rokeka
- 26 Te Uri o Hina
- 27 Te Uri o Tai
- 28 Te Waiariki
- 29 Whanau Pani

Part two

- 1 Te Aupouri
- 2 Ngāti Kuri

Attachment 20

Marae of Te Rarawa iwi

Te Rarawa Marae	Rohe	Nga Hapū o Te Rarawa
Te Rarawa	Pukepoto	Ngati Te Ao Te Uri o Hina
Te Uri o Hina	Pukepoto	Ngati Te Ao Te Uri o Hina Tahawai
Ngati Moetonga	Ahipara	Te Rokeka Ngati Moetonga
Roma (Te Ohaki)	Ahipara	Ngati Waiora Ngati Pakahi Te Patukirikiri Parewhero
Korou Kore	Ahipara	Ngati Moroki
Whakamaharatanga	Manukau	Ngati Hine Patupinaki
Rangikohu	Herekino	Ngati Kuri Te Aupouri
Owhata	Owhata	Ngati Torotoroa
Te Kotahitanga	Whangape	Ngati Haua
Morehu	Pawarenga	Te Uri o Tai
Ohaaki	Pawarenga	Te Uri o Tai
Taiao	Pawarenga	Te Uri o Tai
Matihetihe	Mitimiti	Taomaui
Waiparera	Rangi Point	Tahawai Patutoka Whanau Pani Te Hokoheha
Waihou	Waihou	Ngati Te Reinga
Ngati Manawa	Panguru	Ngati Manawa Te Waiariki Te Kaitutae
Waipuna	Panguru	Te Waiariki Te Kaitutae
Motuti	Motuti	Ngati Te Maara Te Kaitutae Ngati Tamatea
Ngai Tupoto (Ngahuia)	Motukaraka	Ngai Tupoto Ngati Here
Tauteihiihi	Kohukohu	Te Ihutai
Pikiparia	Kohukohu	Te Ihutai
Pateoro	Te Karae	Te Ihutai
Te Arohanui	Mangataipa	Kohatutaka Te Ihutai Tahawai

