

**TE RARAWA**

**and**

**THE CROWN**

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**DEED TO AMEND  
TE RARAWA  
DEED OF SETTLEMENT**

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*WJ*

**DEED TO AMEND TE RARAWA DEED OF SETTLEMENT**

THIS DEED is made on the 12 day of March 2014

**BETWEEN**

**TE RARAWA ("Te Rarawa")**

**AND**

**TE RŪNANGA O TE RARAWA ("the governance entity")**

**AND**

**THE CROWN**

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## 1. BACKGROUND

- A. Te Rarawa and the Crown are parties to a Deed of Settlement dated 28 October 2012 (the "**Deed of Settlement**").
- B. Te Rarawa and the Crown wish to enter this deed to formally record certain amendments to the Deed of Settlement, in accordance with clause 4.1 of the General Matters Schedule to the Deed of Settlement.

**IT IS AGREED** as follows:

### **EFFECTIVE DATE OF THIS DEED**

- 1.1 This deed takes effect when it is properly executed by the parties.

### **AMENDMENTS TO THE DEED OF SETTLEMENT**

- 1.2 The Deed of Settlement:
- 1.2.1 is amended by making the amendments set out in Schedule 1 and Appendices 1 to 4 to this deed; but
- 1.2.2 remains unchanged except to the extent provided by this deed.

### **DEFINITIONS AND INTERPRETATION**

- 1.3 Unless the context otherwise requires:
- 1.3.1 terms or expressions defined in the Deed of Settlement have the same meanings in this deed; and
- 1.3.2 the rules of interpretation in the Deed of Settlement apply (with all appropriate changes) to this deed.

### **COUNTERPARTS**

- 1.4 This deed may be signed in counterparts which together shall constitute one agreement binding on the parties, notwithstanding that both parties are not signatories to the original or same counterpart.

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DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

SIGNED as a Deed to Amend on 12 March 2014

SIGNED for and on behalf of THE CROWN by the Minister for Treaty of Waitangi Negotiations in the presence of:

Christopher Finlayson  
Honourable Christopher Finlayson

B. Consigned  
Signature of Witness  
BERNARDETTE CONSIGNÉ  
Witness Name  
PRIVATE SECRETARY  
Occupation  
WELLINGTON  
Address

SIGNED by the Trustees of the TE RŪNANGA O TE RARAWA in the presence of:

Joseph Christopher Cooper

Burnyn Hunt  
Signature of Witness  
Burnyn Hunt  
Witness Name

Malcolm M Peri  
Malcolm Peri

Principal Advisor, Strategy & Policy  
Occupation  
48 Church Road  
Address  
Kaitiaki

Paul White  
Paul White

Haami Piripi  
Haami Piripi

Kevin Robinson  
Kevin Robinson

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SCHEDULE 1

AMENDMENTS TO THE DEED OF SETTLEMENT

Deed of Settlement

Current part and reference	Amendment
Table of Contents, page 4	Replace Item 7 of the 'Attachments' with the following: "7. Central and South Conservation Areas and Ninety Mile Beach Marginal Strip".
Part 5, clause 5.126	Replace heading before clause 5.126 with the following: <b>"Central and South Conservation Areas and Ninety Mile Beach Marginal Strip"</b> . Replace clause 5.126 with the following: "5.126 The settlement legislation will provide that: 5.126.1 any part of the Central and South Conservation Areas and Ninety Mile Beach Marginal Strip (shown marked blue and green on the plan in part 7 of the attachments) below mean high water springs ceases to be a conservation area under the Conservation Act 1987; and 5.126.2 to avoid doubt, any part of the Central and South Conservation Areas and Ninety Mile Beach Marginal Strip below mean high water springs forms part of the common marine and coastal area."
Part 7, Manawhenua Statement, p.156, 7 <sup>th</sup> paragraph	After the words "taiāwhiowhio noa" insert a fullstop.
Part 9, clause 9.54	After clause 9.54, insert a new clause 9.55 as follows: "9.55 The parties acknowledge that: 9.55.1 this deed and the settlement legislation will settle all historical claims of Te Rarawa; 9.55.2 Te Rarawa is not precluded from participating, but not pursuing a historical claim against the Crown, in any inquiry or other proceeding in relation to a historical claim relating to Maungataniwha; and 9.55.3 for the avoidance of doubt, clause 9.55.2 does not limit clause 9.55.1." Consequentially re-number the remainder of part 9, as a result of new clause 9.55.

DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current part and reference	Amendment
Part 9, clause 9.63	<p>After renumbered clause 9.62, insert a new clause 9.63 as follows:</p> <p>"9.63 The parties acknowledge that:</p> <p style="padding-left: 40px;">9.63.1 this deed and the settlement legislation will settle all historical claims of Te Rarawa;</p> <p style="padding-left: 40px;">9.63.2 Te Rarawa is not precluded from participating, but not pursuing a historical claim against the Crown, in any inquiry or other proceeding in relation to a historical claim relating to the Hokianga Harbour; and</p> <p style="padding-left: 40px;">9.63.3 for the avoidance of doubt, clause 9.63.2 does not limit clause 9.63.1."</p> <p>Consequentially re-number the remainder of part 9, as a result of new clause 9.63.</p>
Part 10, clause 10.1	<p>Replace the words "settlement date" with "cash payment date".</p>
Part 10, clause 10.2	<p>Replace clause 10.2 with:</p> <p>"10.2 The parties acknowledge that on 28 February 2013, \$6,860,000 was paid to Te Rūnanga o Te Rarawa trustees on account of the settlement."</p>
Part 12, clauses 12.2 to 12.5	<p>Replace clauses 12.2 to 12.5 with the following:</p> <p>"12.2 The Crown must pay to Te Rūnanga o Te Rarawa trustees:</p> <p style="padding-left: 40px;">12.2.1 on the cash payment date, interest on the following amounts:</p> <p style="padding-left: 80px;">(a) \$33,840,000; and</p> <p style="padding-left: 80px;">(b) \$26,980,000, being the financial and commercial redress amount less the on-account payment amount; and</p> <p style="padding-left: 40px;">12.2.2 on the settlement date, interest on the amount of \$11,168,754, being the total transfer values of the commercial redress properties being transferred to Te Rūnanga o Te Rarawa trustees on the settlement date.</p> <p>12.3 The interest under clause 12.2.1(a) is payable for the period:</p> <p style="padding-left: 40px;">12.3.1 beginning on 16 January 2010 being the date of the Te Hiku agreement in principle; and</p> <p style="padding-left: 40px;">12.3.2 ending on 27 February 2013, being the day before the on-account payment was made.</p> <p>12.4 The interest under clause 12.2.1(b) is payable for the period:</p> <p style="padding-left: 40px;">12.4.1 beginning on 28 February 2013, being the date the on-account payment was made; and</p> <p style="padding-left: 40px;">12.4.2 ending on the day before the cash payment date.</p>
	<p>12.5 The interest under clause 12.2.2 is payable for the period:</p> <p style="padding-left: 40px;">12.5.1 beginning on the cash payment date; and</p>

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DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current part and reference	Amendment
	12.5.2 ending on the day before the settlement date."
Part 12, clause 12.12.2	<p>Insert new clause 12.12.2 (c) as follows:</p> <p>"(c) every individual who is descended from an ancestor of an associated hapu; and".</p> <p>Re-number current clause 12.2.2(c) as clause 12.2.2(d).</p>

General Matters Schedule

Current part and reference	Amendment
Part 3, paragraph 3.6.2	<p>Replace paragraph 3.6.2 with:</p> <p>"3.6.2 the Crown is:</p> <p style="padding-left: 40px;">C/- The Solicitor-General Crown Law Office Level 3, Justice Centre 19 Aitken Street PO Box 2858 Wellington 6011</p> <p style="padding-left: 40px;">Facsimile No. 04 473 3482".</p>
Part 5, defined terms	<p>Replace the definition of "<b>attachments</b>" with the following:</p> <p>"<b>attachments</b> means the attachments to this deed, being the area of interest, the deed plans, the RFR land, the School House site, Te Oneroa-a-Tōhē Management Area, Central and South Conservation Areas and Ninety Mile Beach Marginal Strip, Commercial Redress Property: Off Gill Road, Kaitaia and Sweetwater Station; and".</p>
Part 5, defined terms	<p>After the definition of "<b>business day</b>", insert a new definition of "<b>cash payment date</b>" as follows:</p> <p>"<b>cash payment date</b> means a date that is:</p> <p>(a) no later than ten (10) business days after the date the Crown receives a request in writing from Te Rūnanga o Te Rarawa trustees for the amounts payable by the Crown under clauses 10.1 and 12.2.1; and</p> <p>(b) no earlier than the Crown receives notice in writing from Te Rūnanga o Te Rarawa trustees that the draft settlement bill is in a satisfactory form for introduction to Parliament; and".</p>
Part 5, defined terms	<p>Replace the definition of "<b>settlement date</b>" with:</p> <p>"<b>settlement date</b> means the date that is 60 business days after the date on which the settlement legislation comes into force; and".</p>



DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Property Redress Schedule

Current part and reference	Amendment
Part 3, Table 1B: Other commercial redress properties	Replace the details for Te Karae Station with the details in Appendix 1 to this deed to amend.
Part 6, paragraph 6.9	<p>Replace paragraph 6.9 with the following:</p> <p>"6.9 If the fee simple estate in the transfer property may be transferred to Te Rūnanga o Te Rarawa trustees electronically under the relevant legislation:</p> <p>6.9.1 paragraph 6.8.1 does not apply; and</p> <p>6.9.2 the Crown must ensure its solicitor:</p> <p>(a) a reasonable time before the TP settlement date for the property:</p> <p>(i) creates electronically a Landonline workspace for the transfer to Te Rūnanga o Te Rarawa trustees of the fee simple estate in the property and for any other registrable instruments required by this deed in relation to the property (the <b>electronic transfer instruments</b>); and</p> <p>(ii) prepares, certifies, signs and pre-validates in the Landonline workspace the electronic transfer instruments, and</p> <p>(b) on the TP settlement date, releases the electronic transfer instruments so that Te Rūnanga o Te Rarawa trustees' solicitor may submit them for registration under the relevant legislation; and</p> <p>6.9.3 Te Rūnanga o Te Rarawa trustees must ensure their solicitor, a reasonable time before the TP settlement date, certifies and signs the electronic transfer instruments for the property prepared in the Landonline workspace under paragraph 6.9.2(a)(ii); and</p> <p>6.9.4 paragraphs 6.9.2 and 6.9.3 are subject to paragraph 6.49.3."</p>
Part 6, paragraph 6.40.2	<p>Replace paragraph 6.40.2 with:</p> <p>"6.40.2 is a partial refund of the purchase price if it relates to the destruction or damage of a deferred selection property."</p>
Part 6, paragraph 6.58	Replace the words "commercial redress property" with "transfer property".
Part 7, paragraph 7.2	<p>Replace the address for the Office of Treaty Settlements with:</p> <p>"Level 3, The Justice Centre, 19 Aitken Street DX SX10111</p>

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DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

Current part and reference	Amendment
	Wellington 6011".
Part 8, definitions, new definition	Insert definition of " <b>leaseback cultural redress property</b> " after definition of " <b>leaseback commercial redress property</b> " as follows: " <b>leaseback cultural redress property</b> means Pukepoto School referred to in clause 9.24.2; and".
Part 8, definitions	In the definition of " <b>leaseback property</b> ", after subparagraph (b), insert a new subparagraph (c) as follows: "(c) each leaseback cultural redress property; and"
Part 8, definitions	Replace the definition of "school site" with: " <b>school site</b> means a leaseback property in respect of which the land holding agency is the Ministry of Education; and".
Part 8, definitions	In subclause (b) of the definition of " <b>valuation arbitrator</b> ", delete the words ", and if applicable its market rental" after the words "determination of its market value".

**Documents Schedule**

Current part and reference	Amendment
Part 4	Replace Part 4 with the Letter of Commitment attached as Appendix 2 to this deed to amend.

**Attachments Schedule**

Current part and reference	Amendment
Table of Contents	Amend Item 7 to read: "7. CENTRAL AND SOUTH CONSERVATION AREAS AND NINETY MILE BEACH MARGINAL STRIP".
Part 2.2	Replace the deed plan of "Mangamuka Road, Mangamuka (OTS-074-41)" with the deed plan attached in Appendix 3 to this deed to amend.
Part 7	Amend section heading 7 to read: "7. CENTRAL AND SOUTH CONSERVATION AREAS AND NINETY MILE BEACH MARGINAL STRIP".
Part 7	Amend second line of document header to read: "7: CENTRAL AND SOUTH CONSERVATION AREAS AND NINETY MILE BEACH MARGINAL STRIP". Replace the deed plan of "Central and South Conservation Areas" with the

DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

SCHEDULE 1: AMENDMENTS TO THE DEED OF SETTLEMENT

	deed plan of "Central and South Conservation Areas and Ninety Mile Beach Marginal Strip" as attached in Appendix 4 to this deed to amend.
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8  
  


APPENDIX 1: REPLACEMENT DETAILS FOR TE KARAE STATION

Name / Address	Description All North Auckland Land District	Encumbrances	Transfer Value	Landholding Agency	Leaseback?
Te Karae Station	<p>631.3 hectares, approximately, being Part Section 46 SO 65125, Section 49 SO 65128, Section 47 SO 65130, Section 51 SO 65132 and Section 48 SO 65133. Subject to survey.</p> <p>1337.15 hectares, approximately, being Part Section 46 SO 65125, Section 1 SO 65999, Sections 1, 2, 3, 4 and 5 SO 68237, Section 1 SO 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.</p> <p>All Computer Freehold Register NA118B/131.</p>	<p>Subject to Part 4A Conservation Act 1987.</p> <p>Subject to Section 3 Petroleum Act 1937.</p> <p>Subject to Section 8 Atomic Energy Act 1945.</p> <p>Subject to Section 3 Geothermal Energy Act 1953.</p> <p>Subject Sections 6 and 8 Mining Act 1971.</p> <p>Subject to Sections 5 and 261 Coal Mines Act 1979.</p> <p>Subject to Section 120(9) Public Works Act 1981.</p> <p>Subject to an Open Space Covenant created by Covenant 8448940.1.</p> <p>Subject to a lease to Landcorp Farming Limited created by Computer Interest Register 528326 expiring on 30 June 2012 (subject to unregistered rights of renewal expiring 30 June 2015).</p>	\$40,000	OTS	No

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9

**APPENDIX 2: LETTER OF COMMITMENT RELATING TO THE CARE AND MANAGEMENT, USE, DEVELOPMENT AND REVITALISATION OF, AND ACCESS TO, TE HIKU O TE IKA IWI TAONGA**

**The Parties**

1. The Parties to this letter of commitment ("Letter") are:
  - 1.1 Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri; Te Aupouri; Ngāi Takoto; and Te Rarawa;
  - 1.2 The Department of Internal Affairs/Te Tari Taiwhenua (the Department); and
  - 1.3 The Museum of New Zealand, Te Papa Tongarewa ("Te Papa Tongarewa")together "the Parties".

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

2. Te Hiku o Te Ika Iwi means those iwi who have mana whenua and exercise tino rangatiratanga and kaitiakitanga in Te Hiku o Te Ika, namely:
  - 2.1 Ngāti Kuri; and
  - 2.2 Te Aupouri; and
  - 2.3 Ngāi Takoto; and
  - 2.4 Ngāti Kahu; and
  - 2.5 Te Rarawa.
3. Although Ngāti Kahu is not a party to this Letter at the date of execution, Ngāti Kahu may become a party to this Letter at any time by giving one month's written notice to the parties.
4. In the event that Ngāti Kahu is not a party to this Letter, the term Te Hiku o Te Ika Iwi shall mean the four iwi of Te Hiku o Te Ika that are parties to this Letter and Te Hiku o Te Ika shall have a corresponding meaning.

**Definitions**

- |                 |   |
|-----------------|---|
| "Inventories"   | means list of information.  |
| "Iwi parties"   | Te Hiku o Te Ika Iwi as represented by and through the respective Post Settlement Governance Entities (the "PSGEs") of Ngāti Kuri; Te Aupouri; Ngāi Takoto; and Te Rarawa are for the purposes of this Letter of Commitment referred to as the "Iwi parties".   |
| "Crown parties" | The Department of Internal Affairs with a focus on the National Library of New Zealand and Archives New Zealand functions, and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the "Crown parties". A summary of the role and functions of each of the parties is provided in Annex A. |

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DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

APPENDIX 2: LETTER OF COMMITMENT

"Deaccessioned"	the permanent removal of an item from the collections of Te Papa Tongarewa.
"National Library"	National Library of New Zealand, Te Puna Mātauranga o Aotearoa (includes the Alexander Turnbull Library).
"Taonga"	Taonga includes, but is not limited to, artefacts, heirlooms, human remains, manuscripts, archives, records, information data (including multi-media formats such as sound, still and moving images).

**Context**

5. The Crown has signed deeds of settlement ("the Deeds of Settlement"), settling the historical claims of the following Te Hiku o Te Ika Iwi.

5.1 Ngāi Takoto

5.2 Ngāti Kuri

5.3 Te Aupouri

5.4 Te Rarawa

6. Under the Deeds of Settlement, the Crown and the Iwi parties agreed to the development of this Letter to facilitate the:

6.1 care and management of;

6.2 access to and use of;

6.3 development and revitalisation of;

6.4 involvement in agreed education initiatives associated with; and

6.5 involvement in research undertaken by the Crown parties or jointly with the Iwi parties on;

Te Hiku o Te Ika Iwi taonga whether held by Te Hiku o Te Ika whānau and hapū, or the Crown parties.

7. The Parties have entered into this Letter consistent with the partnership principle underlying Te Tiriti o Waitangi/Treaty of Waitangi.

8. The Parties acknowledge that this common commitment is intended to support the contribution that the Parties make towards the shared vision between the Crown and the Iwi parties as set out at paragraph 12 and the achievement of the outcome set out at paragraph 15.

9. This Letter of Commitment is one of a suite of documents including the Social Accord and the Department portfolio agreement that together sets out the relationship expectations of and the commitments made between the Department of Internal Affairs and the Iwi parties. The specific expectations of and commitments made between Te Papa and the Iwi parties are set out in this Letter of commitment.

11

APPENDIX 2: LETTER OF COMMITMENT

**Purpose**

- 10 The purpose of this Letter is to give greater definition to how the parties intend to develop an enduring relationship and collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga.
11. The Parties recognise the following matters, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:
- 11.1 the significance of Te Hiku o Te Ika Iwi taonga to the maintenance and development of Te Hiku o Te Ika culture and to enriching the cultural life of New Zealand;
- 11.2 that Te Hiku o Te Ika Iwi taonga is held and looked after by Te Hiku o Te Ika whānau, and hapū, and also by the Crown parties to this Letter;
- 11.3 that active and meaningful engagement by the Crown parties with Te Hiku o Te Ika in the care and management, use, development and revitalisation of, and access to, Te Hiku o Te Ika Iwi taonga is required as agreed in the work plans; and
- 11.4 the need for an enduring and collaborative relationship to be developed between the Iwi parties and the Crown parties.

**Vision**

12. The Crown and the Iwi parties have a shared vision:
- |   |   |
|---|---|
| The communities, whānau, hapū and Iwi of Te Hiku o Te Ika are culturally, socially and economically prosperous. | Kia whiwhi nga hapori, whānau, hapū me nga Iwi o Te Hiku o Te Ika i te oranga tonutanga, kia ranea. |
|---|---|
13. The Parties will contribute to the achievement of the shared vision.
14. This vision recognises the important connection between Te Hiku whānau, hapū and Iwi with their taonga and the importance of this relationship to the wellbeing of their people.

**Outcome**

15. The Parties are committed to making a contribution to the following outcome:
- Culturally strong Te Hiku o Te Ika: the members of Te Hiku o Te Ika Iwi have a strong and vital culture, history, language and identity; including the preservation and protection of taonga both tangible and intangible.
16. The Parties recognise that Te Hiku o Te Ika Iwi has responsibilities in relation to taonga that is both tangible and intangible, such as te reo Māori and Mātauranga Māori.
17. The Parties recognise that the department has responsibilities in relation to the preservation and protection of taonga that is tangible only.
18. The department will also contribute to other relevant outcomes as mutually agreed.



APPENDIX 2: LETTER OF COMMITMENT

**Effect**

19. The Parties acknowledge that this Letter is not intended to constitute a contract between the parties or to be enforceable by law. However, the Parties are committed to working together in good faith in accordance with this Letter in order to make a contribution to the achievement of the vision and outcome set out above.
20. Resourcing of activities under this Letter will be within existing resource limits and align with the department's priorities and the Government priorities of the day.
21. The Iwi parties acknowledge that all agreements and commitments contained in this Letter are subject to the legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

**Development of Works Plan**

22. Within 12 months of the signing of this Letter, each of the Crown parties will confirm a single work plan with the Iwi parties on matters of collective importance that are consistent with the purpose of this Letter and, on a case by case basis, other matters as mutually agreed that may be specific to a single, or a cluster of, Iwi. The work plans may:
  - 22.1 provide the detail of the commitments agreed by the Iwi parties and each respective Crown party;
  - 22.2 set out a timetable and milestones for delivering on any agreed commitments;
  - 22.3 confirm the responsibilities for the various Parties in meeting the agreed commitments;
  - 22.4 identify a process for resolving any issues or disputes;
  - 22.5 identify key contact persons for the Parties;
  - 22.6 provide for mutually agreed outcomes; and
  - 22.7 provide for the work plans to be reviewed at an Annual Hui.
23. Final topics for the work plans will be mutually agreed by the Iwi parties and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the Parties.

**Work Plan Topics**

***Work Plan Topics Shared by all Parties***

24. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
25. Collaborative care and management of Te Hiku o Te Ika Iwi taonga held by Crown parties:
  - 25.1 to facilitate access for members Te Hiku o Te Ika Iwi to Te Hiku o Te Ika Iwi taonga.



DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

APPENDIX 2: LETTER OF COMMITMENT

- 25.2 to provide advice and guidance on taonga and cultural heritage issues of importance to the lwi parties.
- 25.3 to work collaboratively with the lwi parties, as far as reasonably practicable, to develop and maintain inventories for Te Hiku o Te Ika lwi taonga.
- 25.4 to work collaboratively with the lwi parties to research Te Hiku o Te Ika lwi taonga.
- 25.5 to work with the lwi parties to develop metadata for Te Hiku o Te Ika lwi taonga.
- 25.6 to work collaboratively with the lwi parties on taonga care, management, and storage.
- 25.7 to develop mutually beneficial research projects that enhance the understanding of Te Hiku o Te Ika lwi taonga and Te Hiku o Te Ika lwi culture.
26. Sharing knowledge and expertise associated with Te Hiku o Te Ika lwi cultural heritage:
- 26.1 to share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues.
- 26.2 to share information relating to:
- 26.2.1 database use and research methodologies specific to, or that can be applied towards, Te Hiku o Te Ika lwi taonga;
- 26.2.2 ways in which the lwi parties can encourage the use of their taonga in community and education; and
- 26.2.3 the history and cultural significance of Te Hiku o Te Ika lwi taonga where the lwi parties consider it appropriate to share this information.
- 26.3 to work together on exhibition planning processes and related activities specific to Te Hiku o Te Ika lwi taonga.
- 26.4 to seek advice from the lwi parties, regarding specific policy and tikanga guidance as it relates to Te Hiku o Te Ika lwi taonga on issues they consider appropriate to share.
27. Opportunities for increased learning and capacity building relating to Te Hiku o Te Ika lwi taonga through:
- 27.1 conservation and training in taonga preservation;
- 27.2 collection management systems;
- 27.3 digitisation initiatives; and
- 27.4 training and development, with possible internships.

**Work Plan Topics Specific to Crown parties**

28. Potential topics for Crown parties' respective work plans may include, but are not limited to, the topics identified below.

**Work Plan Topics Particular to the Department of Internal Affairs National Library of New Zealand functions**

29. Collaborative care and management of taonga:
- 29.1 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections.
  - 29.2 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material.
  - 29.3 to work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga.
  - 29.4 to work with the Iwi parties to develop exhibition opportunities relating to Te Hiku o Te Ika Iwi taonga.
  - 29.5 to provide the Iwi parties with the opportunity to share their mātauranga regarding key activities and events at National Library relating to Te Hiku o Te Ika Iwi taonga.
30. Sharing knowledge and expertise associated with Te Hiku o Te Ika Iwi taonga:
- 30.1 to share knowledge and expertise on known Te Hiku o Te Ika Iwi taonga held in New Zealand and overseas.
  - 30.2 to broker relationships with New Zealand and international libraries and heritage organisations.
31. Education initiatives:
- 31.1 to share National Library knowledge and expertise related to literacy and learning.

**Work Plan Topics Particular to the Department of Internal Affairs Archives New Zealand function**

32. Collaborative care and management of taonga:
- 32.1 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections.
  - 32.2 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material.
  - 32.3 to work with the Iwi parties to develop protocols concerning the use of and access to material relating to Te Hiku o Te Ika Iwi taonga.

APPENDIX 2: LETTER OF COMMITMENT

- 32.4 to develop a process whereby Te Hiku o Te Ika Iwi taonga is identified and the Iwi parties have the opportunity to acquire such taonga in accordance with process set out in section 25 of the Public Records Act 2005.
- 32.5 to develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed.
33. Monitoring delivery of service:
- 33.1 to develop processes to monitor the effectiveness of the relationship with and services to the Iwi parties in achieving outcomes mutually agreed in the work plans.
34. Analysis and reporting:
- 34.1 to prepare and prioritise a list of key questions to ask regularly in written reports to the Iwi parties which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.
35. Advice for public offices and local authorities on access to Te Hiku o Te Ika Iwi taonga:
- 35.1 to consult with the Iwi parties, and advise public offices and local authorities on best practice in making access decisions for access to Te Hiku o Te Ika Iwi taonga held as public archives and local authority archives.

**Work Plan Topics Particular to Te Papa Tongarewa**

36. Te Papa Tongarewa will work with the Iwi parties in relation to the work plan topics set out in this section consistently with the principle of Mana Taonga which:
- 36.1 recognises the relationships between iwi, hapū and whānau with their taonga; and
- 36.2 seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae - Rongomaraeroa; and
- 36.3 shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.
37. Collaborative Care and Management of Taonga:
- 37.1 to maintain an inventory of Te Hiku o Te Ika Iwi taonga held at Te Papa Tongarewa.
- 37.2 to work with the Iwi parties to develop processes to record what material relating to Te Hiku o Te Ika Iwi taonga is being accessed from the collections.
- 37.3 to work with the Iwi parties to facilitate the access of members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika to material relating to Te Hiku o Te Ika Iwi taonga, for example the provision of copies of material.
- 37.4 to work with the Iwi parties to develop protocols concerning the use of and access of others to material relating to Te Hiku o Te Ika Iwi taonga. For

DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

APPENDIX 2: LETTER OF COMMITMENT

example advising Te Hiku o Te Ika of any access restrictions to taonga required by donors and discussing when access to and/or use of taonga could be restricted.

- 37.5 to develop a process to provide information to the Iwi parties on the type of research being conducted when Te Hiku o Te Ika Iwi taonga is being accessed.
- 37.6 to work with the Iwi parties to develop exhibition opportunities.
- 37.7 to provide opportunities to promote Te Hiku o Te Ika Iwi artists at Te Papa Tongarewa.
38. Education and training initiatives:
- 38.1 to work with the Iwi parties regarding education initiatives including on how their stories may be included in existing resources and the development of new resources.
- 38.2 to work with the Iwi parties to develop training opportunities for members of ngā iwi, ngā hapū me ngā whānau o Te Hiku o Te Ika.
39. To provide the Iwi parties the opportunity to share their mātauranga regarding key activities and events at Te Papa Tongarewa:
- 39.1 to recognise the PGSEs of the Te Hiku o Te Ika Iwi as iwi authorities for those iwi in relation to taonga issues.
- 39.2 to recognise the priority that Te Hiku o Te Ika place on the acquisition of their taonga that is deaccessioned by Te Papa Tongarewa, and consult with them and provide them with the opportunity to acquire such taonga.
40. Sharing knowledge and expertise associated with Te Hiku o Te Ika cultural heritage kaupapa:
- 40.1 to share knowledge and expertise associated with Te Hiku o Te Ika Iwi cultural heritage kaupapa, including the following:
- 40.1.1 Legislation (e.g. the Protected Objects Act) museum policies and practices.
- 40.1.2 Visitor Market Research & Evaluation methodology and data.
- 40.2 to actively facilitate Te Hiku o Te Ika relationships with New Zealand and international museums, galleries and heritage organisations.
- 40.3 to actively facilitate opportunities for access and reconnection of Te Hiku o Te Ika iwi taonga.
41. Te Papa Tongarewa and the Iwi parties will also work together on:
- 41.1 New Zealand Museum Standards Scheme.
- 41.2 Advice on cultural centre development.
- 41.3 Commercial Initiatives (e.g. publications).

APPENDIX 2: LETTER OF COMMITMENT

41.4 Iwi Exhibition partnership.

41.5 Contributing to a central portal - web links.

**Ongoing Relationships**

42. The Parties agree to meet annually ("Annual Hui"), at a date to be mutually agreed.

43. The inaugural Annual Hui of the Parties will be held within 3 months of the signing of this Letter.

44. The Parties will jointly take responsibility for confirming the Annual Hui and hui agenda.

45. Each party will meet its own cost of attending the Annual Hui.

**Communication**

46. The Parties commit to:

46.1 maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;

46.2 as far as reasonably practicable, provide opportunities for meetings of relevant management and staff;

46.3 as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Letter and the practical tasks which flow from it;

46.4 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and

46.5 include a copy of this Letter on the Crown parties' websites.

**Changes to Policy and Legislation Affecting this Letter**

47. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the Iwi parties on policy development or review which potentially affects Te Hiku o Te Ika Iwi taonga and provide for opportunities for the Iwi parties to contribute to such developments.

48. If any of the Crown parties consults with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown party shall:

48.1 notify the Iwi parties of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

48.2 provide the Iwi parties with sufficient information and time for participation in the decision-making process, including the preparation and making of informed submissions in relation to any of the matters that are subject to the consultation;



DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

APPENDIX 2: LETTER OF COMMITMENT

- 48.3 approach the consultation with an open mind and genuinely consider any views and/or concerns and/or submissions of the Iwi parties in relation to any of the matters that are subject to the consultation;
- 48.4 use best endeavours to meet when requested by either party to discuss options to resolve concerns; and
- 48.5 advise the Iwi parties of the final outcome of any such consultation.

**Dispute Resolution**

- 49. In the event that the Parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of this Letter, then a meeting will be convened between the Trust and the Chief Executive and then the Minister of Internal Affairs or, in the case of Te Papa Tongarewa, the Chairperson of the Board with any party giving at least one month's notice of request for a meeting.

**Review Provision**

- 50. This Letter will be reviewed by the Parties every five years or earlier where there is a change or a proposed change to the legislation or policy relevant to the Crown parties that have the potential to affect the matters covered by this Letter. This review will take place at the Annual Hui of the Parties, to ensure that the commitments entered into in this Letter remain relevant and continue to capture the purpose of this Letter.
- 51. The Parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

Chairperson  
**Te Rūnanga o Ngāi Takoto:**  
Date:

Colin MacDonald  
Chief Executive  
**Department of Internal Affairs**  
**Te Tari Taiwhenua**  
Date:

Chairperson  
**Te Manawa O Ngāti Kuri Trust:**  
Date:

Mike Houlihan  
Chief Executive  
**Museum of New Zealand**  
**Te Papa Tongarewa**  
Date:

Chairperson  
**Te Runanga Nui o Te Aupouri Trust:**  
Date:

Rhonda Paku  
Acting Kaihautū  
**Museum of New Zealand**  
**Te Papa Tongarewa**  
Date:

Chairperson  
**Te Rūnanga o Te Rarawa:**  
Date:



**Annex A: Description of the Iwi parties and summary of the role and functions of the Crown parties**

**Te Rūnanga o Te Rarawa**

Te Rūnanga o Te Rarawa ("the Rūnanga") is the post-settlement governance entity for Te Rarawa. The Rūnanga is responsible for administering the historical settlement on behalf of the present and future members of Te Rarawa and, through its subsidiaries, the commercial and social development of Te Rarawa.

The Deed of Settlement between Te Rarawa and the Crown was signed on 28 October 2012 and it is expected that the Settlement Legislation will be introduced in early 2014. The Trust Deed and the Deed of Settlement are available from the Rūnanga office or online at [www.terarawa.co.nz](http://www.terarawa.co.nz).

**Department of Internal Affairs, Te Tari Taiwhenua**

1. The Department of Internal Affairs (the Department) serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to six Ministers administering one Vote across seven Ministerial portfolios.
2. The Department's portfolios are Internal Affairs (including the Government Chief Information Office, the National Library and Archives New Zealand), Ministerial Services, Ethnic Affairs, Civil Defence, Racing, Local Government and the Community and Voluntary sector (including the Office for the Community and Voluntary Sector).
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
  - (a) provides direct services to people, communities and government;
  - (b) provides policy advice to government;
  - (c) regulates peoples activity, encourages compliance and enforces the law; and
  - (d) monitors performance.

***Department of Internal Affairs National Library of New Zealand, Te Puna Mātauranga o Aotearoa functions***

5. On 1 February 2011, the National Library of New Zealand was integrated into the Department of Internal Affairs.
6. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003 ("Act"). Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
  - (a) collecting, preserving, and protecting documents, particularly those relating to New Zealand, and making them accessible for all the people of New Zealand, in a manner consistent with their status as documentary heritage and taonga;



APPENDIX 2: LETTER OF COMMITMENT

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

***Department of Internal Affairs Archives New Zealand, Te Rua Mahara o te Kāwanatanga) functions***

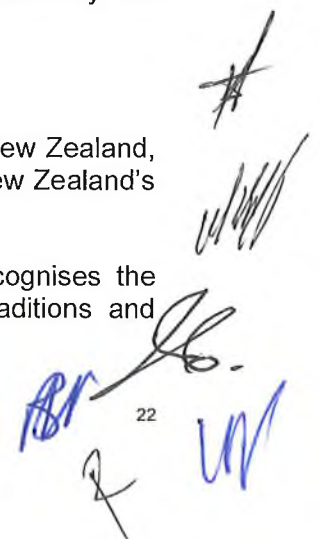
8. On 1 February 2011, Archives New Zealand was integrated into the Department of Internal Affairs.
9. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
10. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Te Hiku o Te Ika. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
11. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū and community records. Archives New Zealand endeavours to improve access for Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
12. Records of long-term value are transferred to the public archive on the authority of the Chief Archivist who has the statutory responsibility to determine whether to keep or dispose of public records.
13. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.
14. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four

APPENDIX 2: LETTER OF COMMITMENT

reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

***The Museum of New Zealand Te Papa Tongarewa (Te Papa)***

15. The Museum of New Zealand Te Papa Tongarewa, also known as Te Papa, was established by statute in 1992, replacing the former National Museum and National Art Gallery. Its purpose, as stated in the Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand the past, enrich the present and meet the challenges of the future".
16. The Museum of New Zealand Te Papa Tongarewa Act defines Te Papa's functions as to:
- (a) collect works of art and items relating to history and the natural environment;
  - (b) be an accessible national depository for collections of art and items relating to history and the natural environment;
  - (c) develop, conserve and house securely the collections of art and items relating to history and the natural environment;
  - (d) exhibit, or make available for exhibition by other public art galleries, museums, and allied organisations, such material from its collections as the Board determines;
  - (e) conduct research into matters relating to the collections or associated areas of interest and to assist others in such research;
  - (f) provide an education service in connection with its collections;
  - (g) disseminate information relating to its collections, and to any other matters relating to the Museum and its functions;
  - (h) co-operate with and assist other New Zealand museums in establishing a national service, and in providing appropriate support to other institutions and organisations holding objects or collections of national importance;
  - (i) co-operate with other institutions and organisations having objectives similar to those of Te Papa;
  - (j) make best use of the collections in the national interest; and
  - (k) design, construct and commission any building or structure required by the Museum.
17. In performing its functions Te Papa must:
- (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society;
  - (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European and other major traditions and



APPENDIX 2: LETTER OF COMMITMENT

cultural heritages and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity; and

- (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.

**Core Values**

18. Te Papa is guided by the following core values:
- (a) Kaitiakitanga as guardian of the nation's collections;
  - (b) Manaakitanga in caring for our communities;
  - (c) Mātauranga through seeking and sharing knowledge and learning;
  - (d) Whanaungatanga in caring for each other; and
  - (e) Hiranga in aspiring to excellence.

**Strategic Direction**

19. Te Papa's vision for the future is e huri ngākau ana - changing hearts, e huri whakaaro ana - changing minds, and e huri orange ana - changing lives. The Museum's role is to act as a forum for change in Aotearoa New Zealand. It is to help people form ideas about the world, through experiencing and sharing different perspectives, so that they can take action from an informed position.
20. At the heart of Te Papa's vision and long-term strategy are the philosophies of, Mana Taonga, Museology and Learning.

**Mana Taonga**

21. Mana Taonga encapsulates the relationship between people, taonga and narratives. It enables Te Papa to design and disseminate models of collaboration and co-creation that shares authority and control with iwi, whilst recognizing, embracing and representing the changing demographics of Aotearoa New Zealand.

**Museology**

22. Te Papa works in collaboration with communities and individuals to deliver experiences that are current, fast moving, impactful, meaningful and relevant nationally and globally.

**Learning**

23. Te Papa encourages experimentation that allows us to try new ideas and generate new knowledge, upon which we reflect and adapt our beliefs and actions, change behaviours and enhance our performance.
24. The aim is that all experiences in Te Papa engage and inspire people, and help them to learn how they can have a positive impact on Aotearoa New Zealand and the world.
25. In developing the vision and long-term strategy, Te Papa recognises that it is operating in a dynamic and diverse country. All Te Papa's activities are informed by an

APPENDIX 2: LETTER OF COMMITMENT

awareness of the value and significance of Tangata Whenua and all other peoples who have made Aotearoa New Zealand home.

26. The strategic priorities outlined below present the greatest opportunity for effecting change. They also identify how Te Papa itself will develop and change in order to achieve its vision.



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DEED TO AMEND TE RARAWA DEED OF SETTLEMENT

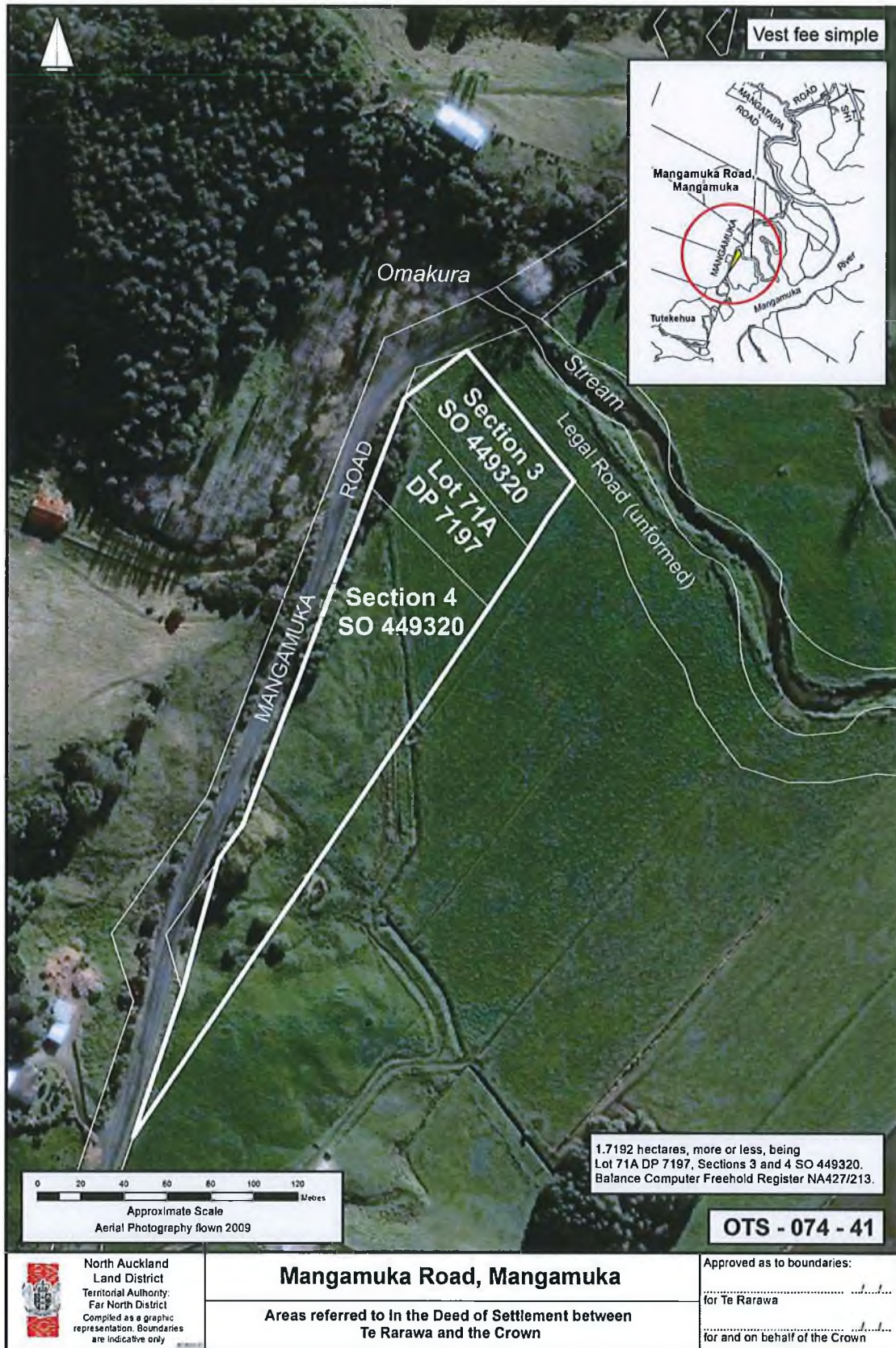
APPENDIX 2: LETTER OF COMMITMENT

*Strategic priorities*

Perspectives	Impact on the nation - strategic priorities		
<p><i>To reflect New Zealand's identities, past, present and future, both nationally and internationally, Te Papa will prioritise the following.</i></p>	<p><b>Accessing all areas</b></p> <p>Te Papa will share its collections, skills and knowledge with the diverse communities across Aotearoa New Zealand and overseas.</p>	<p><b>Being a forum for the future</b></p> <p>As a cultural and intellectual leader, Te Papa will signpost pathways to the future by initiating, hosting and engaging in debates that explore a wide range of contemporary issues.</p>	<p><b>Housing the treasures</b></p> <p>Taonga (treasures), within the guardianship of Te Papa will be at the heart of the Museum's activities.</p>
<p><i>To preserve taonga (treasures) and nurture exploration, curiosity and debate, Te Papa will prioritise the following.</i></p>	<p><b>Saving the planet</b></p> <p>Te Papa will engage and excite by conducting leading edge research and by communicating and modelling environmentally responsible practices that are smart, accessible, and inspiring.</p>	<p><b>Connecting with people</b></p> <p>Te Papa will make learning an engaging and entertaining experience. Te Papa will set the highest possible standards for an integrated and welcoming experience.</p>	<p><b>Sharing authority</b></p> <p>Te Papa will share decision-making with iwi (tribes), communities, and individuals with respect to managing and understanding their taonga (treasures).</p>
Perspectives	Developing Te Papa - strategic priorities		
<p><i>To invest, learn and empower, Te Papa will prioritise the following.</i></p>	<p><b>Going digital</b></p> <p>Te Papa will use communication technologies to achieve its strategic priorities.</p>	<p><b>Keeping fit</b></p> <p>Te Papa will recognise that every experience is an opportunity for shared learning and that its future depends on the continuous development of its staff.</p>	<p><b>Staying in touch</b></p> <p>Te Papa will be aware that communication is two-way, and built on trust and transparency.</p>
<p><i>To be a successful business, Te Papa will prioritise the following.</i></p>	<p><b>Getting down to business</b></p> <p>Te Papa will be commercially successful, entrepreneurial by nature, and disciplined with its business processes.</p>	<p><b>Telling our story</b></p> <p>Te Papa will be a persuasive and inspiring advocate on its own behalf and that of the museum, gallery, and heritage sector.</p>	<p><b>Building sustainable leadership</b></p> <p>Te Papa will be proactive, flexible, and nimble in its systems, processes, and decision-making.</p>



APPENDIX 3: DEED PLAN FOR MANGAMUKA ROAD, MANGAMUKA



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APPENDIX 4: DEED PLAN FOR CENTRAL AND SOUTH CONSERVATION AREAS AND NINETY MILE BEACH MARGINAL STRIP



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