

NGĀ HAPŪ O TE WHĀNAU A APANUI

me

TE KARAUNA | THE CROWN

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DEED OF SETTLEMENT SCHEDULE:  
DOCUMENTS

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**1. STATEMENTS OF ASSOCIATION**

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1: STATEMENTS OF ASSOCIATION

**COASTAL STATUTORY ACKNOWLEDGEMENT AREA**

The hapū of Te Whanau a Apanui have unbroken, inalienable and enduring mana in relation to their rohe moana.

Te Whānau a Apanui are people of the sea. Their relationship of Te Whānau a Apanui with the moana is grounded in whakapapa, is integral to their identity and is sacred. The moana to Te Whānau a Apanui is a source of cultural, spiritual, physical and economic sustenance; a taonga; their māra (front garden); and a part of everyday hapū life.

Te Whanau a Apanui have sustainably managed and regulated the coastal marine area in their rohe through their tikanga and kawa, for many generations. This includes through the use of rāhui.

Te Whanau a Apanui have developed extensive matauranga in relation to the moana that informs their relationship with it. This allows them to live in balance with the moana. The moana including the foreshore and seabed, the organisms within the moana, and the water itself, are part of an interconnected framework that the hapū of Te Whānau a Apanui want to ensure is maintained.

The hapū of Te Whānau a Apanui consider they have the right to exercise their mana, their tikanga and their kawa over their rohe moana. This includes exercising influence over persons carrying out activities within, or impacting upon, their rohe moana. It also includes ensuring their oranga whānui and the sustenance and livelihood of their whānau through the maintenance and continued exercise of their tikanga and customary practices as it relates to the moana.

**HAWAI RIVER AND ITS TRIBUTARIES**

The Hāwai River and its tributaries are located in the west of the Te Whānau a Apanui rohe and are of particular significance to Te Whānau a Haraawaka and Te Whānau a Apanui. The Hāwai River is the backbone of the Te Whānau a Haraawaka rohe, with pā sites running along its shores. It is the burial site of the eponymous tupuna Haraawaka. It is also the home of the kaitiaki and taniwha called Nōhea, a two-headed, white lizard that could exist in freshwater, seawater, and land. One of the main Haraawaka urupā that lay adjacent to the river was washed out in a large flood, scattering the bones to sea so that they had to be collected and re-buried in a new urupā. For that reason, the river mouth was made tapū for many decades. The river is a source of cultural, spiritual and physical sustenance for Te Whanau a Haraawaka and Te Whānau a Apanui. It has also been used as a means of transport and forms part of the track to Turangā-nui-a-Kiwa.

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**2. DEEDS OF RECOGNITION**

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**2.1 DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE  
DIRECTOR-GENERAL OF CONSERVATION**

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**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION**

**THIS DEED** is made by **THE CROWN** acting by the Minister of Conservation and the Director-General of Conservation

**1 INTRODUCTION**

1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –

1.1.1 Te Whānau a Apanui (the **settling group**); and

1.1.2 The trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui (**Te Taumata**).

1.2 In the deed of settlement, the settling group made a statement of the settling group's particular cultural, spiritual, historical, and traditional association with the Hawai River and its tributaries (as shown on deed plan OMCR-114-15) (the **recognition area**).

1.3 That statement of association is –

1.3.1 in the documents schedule to the deed of settlement; and

1.3.2 copied, for ease of reference, in the schedule to this deed.

**2 CONSULTATION**

2.1 The Minister of Conservation and the Director-General of Conservation must, if undertaking an activity specified in clause 2.2 in relation to the recognition area, consult and have regard to the views of Te Taumata concerning the settling group's association with that recognition area as described in the statement of association.

2.2 Clause 2.1 applies to each of the following activities (the **identified activities**):

2.2.1 preparing a conservation management strategy, or a conservation management plan, under the Conservation Act 1987 or the Reserves Act 1977:

2.2.2 preparing a national park management plan under the National Parks Act 1980:

2.2.3 preparing a non-statutory plan, strategy, programme, or survey in relation to a recognition area that is not a river for any of the following purposes:

(a) to identify and protect wildlife or indigenous plants:

(b) to eradicate pests, weeds, or introduced species:

(c) to assess current and future visitor activities:

(d) to identify the appropriate number and type of concessions:

2.2.4 preparing a non-statutory plan, strategy, or programme to protect and manage a recognition area that is a river: and

2.2.5 locating or constructing structures, signs, or tracks.

2.3 The Minister and the Director-General of Conservation must, when consulting Te Taumata under clause 2.1, provide Te Taumata with sufficient information to make informed decisions.

**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION**

**3 LIMITS**

3.1 This deed –

3.1.1 relates only to the part or parts of the recognition area owned and managed by the Crown; and

3.1.2 does not require the Crown to undertake, increase, or resume any identified activity; and

3.1.3 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and

3.1.4 is subject to the settlement legislation.

**4 TERMINATION**

4.1 This deed terminates in respect of the recognition area, or part of it, if –

4.1.1 Te Taumata, the Minister of Conservation, and the Director-General of Conservation agree in writing; or

4.1.2 the relevant area is disposed of by the Crown; or

4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Minister or the Director-General of Conservation to another Minister and/or Crown official.

4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure Te Taumata continues to have input into any identified activities in relation to the area with the new Minister and/or Crown official responsible for that activity.

**5 NOTICES**

5.1 Notices to Te Taumata and the Crown are to be given under this deed in accordance with part 6 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Department of Conservation  
Conservation House  
Whare Kaupapa Atawhai  
18 Manners Street  
Wellington 6011  
PO Box 10420  
The Terrace  
Wellington 6143.

**6 AMENDMENT**

6.1 This deed may be amended only by written agreement signed by Te Taumata and the Minister of Conservation and the Director-General of Conservation.



2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

7 NO ASSIGNMENT

7.1 Te Taumata may not assign its rights under this deed.

8 DEFINITIONS

8.1 In this deed –

**Crown** has the meaning given to it by section 2(1) of the Public Finance Act 1989; and

**deed** means this deed of recognition as it may be amended from time to time; and

**deed of settlement** means the deed of settlement dated [*date*] between the settling group, Te Taumata, and the Crown; and

**Director-General of Conservation** has the same meaning as Director-General in section 2(1) of the Conservation Act 1987; and

**identified activity** means each of the activities specified in clause 2.2; and

**Minister** means the Minister of Conservation; and

**person** includes an individual, a corporation sole, a body corporate and an unincorporated body; and

**recognition area** means the area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the recognition area; and

**settlement legislation** means the Te Whānau a Apanui Claims Settlement Act [*year*], being the settlement legislation that gives effect to the deed of settlement; and

**settling group** and **Te Whānau a Apanui** have the meaning given to them by the deed of settlement; and

**statement of association** means the statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

**Te Taumata** has the meaning given to it by the deed of settlement; and

**writing** means representation in a visible form on a tangible medium (such as print on paper).

9 INTERPRETATION

9.1 The provisions of this clause apply to this deed's interpretation, unless the context requires a different interpretation.

9.2 Headings do not affect the interpretation.

9.3 A term defined by –

9.3.1 this deed has that meaning; and

**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION**

- 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meanings where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to –
  - 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
  - 9.8.2 legislation means that legislation as amended, consolidated or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

**2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION**

**SIGNED** as a deed on [*date*]

**SIGNED** for and on behalf of  
**THE CROWN** by

The Minister of Conservation  
in the presence of:

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Signature of Witness

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Witness Name

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Occupation

---

Address

The Director-General of Conservation  
in the presence of:

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---

Signature of Witness

---

Witness Name

---

Occupation

---

Address

2.1: DEED OF RECOGNITION BY THE MINISTER OF CONSERVATION AND THE DIRECTOR-GENERAL OF CONSERVATION

SCHEDULE

**Copy of Statement of Association**

**Hawai River and its tributaries** (as shown on deed plan OMCR-114-15)

The Hāwai River and its tributaries are located in the west of the Te Whānau a Apanui rohe and are of particular significance to Te Whānau a Haraawaka and Te Whānau a Apanui. The Hāwai River is the backbone of the Te Whānau a Haraawaka rohe, with pā sites running along its shores. It is the burial site of the eponymous tupuna Haraawaka. It is also the home of the kaitiaki and taniwha called Nōhea, a two-headed, white lizard that could exist in freshwater, seawater, and land. One of the main Haraawaka urupā that lay adjacent to the river was washed out in a large flood, scattering the bones to sea so that they had to be collected and re-buried in a new urupā. For that reason, the river mouth was made tapū for many decades. The river is a source of cultural, spiritual and physical sustenance for Te Whānau a Haraawaka and Te Whānau a Apanui. It has also been used as a means of transport and forms part of the track to Turangā-nui-a-Kiwa.

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**2.2 DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS**

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2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

**THIS DEED** is made by **THE CROWN** acting by the Commissioner of Crown Lands.

**1 INTRODUCTION**

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 Te Whānau a Apanui (the **settling group**); and
  - 1.1.2 The trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui (**Te Taumata**).
- 1.2 In the deed of settlement, the settling group made a statement of the settling group's particular cultural, spiritual, historical, and traditional association with the Hawai River and its tributaries (as shown on deed plan OMCR-114-15) (the **recognition area**).
- 1.3 That statement of association is –
- 1.3.1 in the documents schedule to the deed of settlement; and
  - 1.3.2 copied, for ease of reference, in the schedule to this deed.

**2 CONSULTATION**

- 2.1 The Commissioner of Crown Lands must, if undertaking an activity specified in clause 2.2 in relation to the recognition area, consult and have regard to the views of Te Taumata concerning the settling group's association with that recognition area as described in the statement of association.
- 2.2 Clause 2.1 applies to each of the following activities (the **identified activities**):
- 2.2.1 considering an application for a right of use or occupation (including renewing such a right):
  - 2.2.2 preparing a plan, strategy, or programme for protection and management:
  - 2.2.3 conducting a survey to identify the number and type of users that may be appropriate:
  - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting Te Taumata under clause 2.1:
- 2.3.1 provide Te Taumata with sufficient information to make informed decisions, and
  - 2.3.2 inform Te Taumata of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.

**3 LIMITS**

- 3.1 This deed –
- 3.1.1 relates only to the part or parts of the recognition area owned and managed by the Crown; and

**2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS**

- 3.1.2 if it relates to a river –
- (a) it does not relate to the waters of the river; and
  - (b) it relates only to the part or parts of the bed of the river that –
    - (i) are owned and managed by the Crown; and
    - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
    - (iii) are not the bed of an artificial watercourse or tributary; and
- 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
- 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
- 3.1.5 is subject to the settlement legislation; and
- 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
- 3.1.7 does not affect the lawful rights or interests of any person; or
- 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, the recognition area; and
- 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than Te Taumata in relation to the recognition area.

**4 TERMINATION**

- 4.1 This deed terminates in respect of the recognition area, or part of it, if –
- 4.1.1 Te Taumata and the Commissioner of Crown Lands agree in writing; or
  - 4.1.2 the relevant area is disposed of by the Crown; or
  - 4.1.3 responsibility for the identified activities in relation to the relevant area is transferred from the Commissioner of Crown Lands to another Crown official or Minister.
- 4.2 If this deed terminates under clause 4.1.3 in relation to an area, the Crown will take reasonable steps to ensure Te Taumata continues to have input into any identified activities in relation to the area with the new Crown official or Minister responsible for that activity.

2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

**5 NOTICES**

- 5.1 Notices to Te Taumata and the Crown are to be given under this deed in accordance with part 6 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is –

Commissioner of Crown Lands  
Level 7 Radio New Zealand House  
155 The Terrace  
Wellington 6011

**6 AMENDMENT**

- 6.1 This deed may be amended only by written agreement signed by Te Taumata and the Commissioner of Crown Lands.

**7 NO ASSIGNMENT**

- 7.1 Te Taumata may not assign its rights under this deed.

**8 DEFINITIONS**

- 8.1 In this deed –

**Commissioner of Crown Lands** means the Commissioner of Crown Lands appointed under section 24AA of the Land Act 1948; and

**Crown** means His Majesty the King in right of New Zealand; and

**deed** means this deed of recognition as it may be amended from time to time; and

**deed of settlement** means the deed of settlement dated [*date*] between the settling group, Te Taumata, and the Crown; and

**identified activities** means the activities specified in clause 2.2; and

**recognition area** means the area referred to in clause 1.2, the general location of which is indicated on the deed plan referred to in relation to that area, but which does not establish the precise boundaries of the recognition area; and

**settlement legislation** means the Te Whānau a Apanui Claims Settlement Act [*year*], being the settlement legislation that gives effect to the deed of settlement; and

**settling group** and **Te Whānau a Apanui** have the meaning given to them by the deed of settlement; and

**statement of association** means the statement of association in the documents schedule to the deed of settlement and which is copied, for ease of reference, in the schedule to this deed; and

**Te Taumata** has the meaning given to it by the deed of settlement; and

**writing** means representation in a visible form on a tangible medium (such as print on paper).



2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

**9 INTERPRETATION**

- 9.1 The provisions of this clause apply to this deed's interpretation unless the context requires a different interpretation.
- 9.2 Headings do not affect the interpretation.
- 9.3 A term defined by –
- 9.3.1 this deed has that meaning; and
  - 9.3.2 the deed of settlement, or the settlement legislation, but not by this deed, has that meaning where used in this deed.
- 9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.
- 9.5 The singular includes the plural and vice versa.
- 9.6 One gender includes the other genders.
- 9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.
- 9.8 A reference to –
- 9.8.1 this deed or any other document means this deed or that document as amended, novated, or replaced; and
  - 9.8.2 legislation means that legislation as amended, consolidated, or substituted.
- 9.9 If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

2.2: DEED OF RECOGNITION BY THE COMMISSIONER OF CROWN LANDS

**SIGNED** as a deed on

**SIGNED** for and on behalf of  
**THE CROWN** by

The Commissioner of Crown Lands  
in the presence of:

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Signature of Witness

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Witness Name

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Occupation

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Address

**SCHEDULE**

**Copy of Statement of Association**

**Hawai River and its tributaries** (as shown on deed plan OMCR-114-15)

The Hāwai River and its tributaries are located in the west of the Te Whānau a Apanui rohe and are of particular significance to Te Whānau a Haraawaka and Te Whānau a Apanui. The Hāwai River is the backbone of the Te Whānau a Haraawaka rohe, with pā sites running along its shores. It is the burial site of the eponymous tupuna Haraawaka. It is also the home of the kaitiaki and taniwha called Nōhea, a two-headed, white lizard that could exist in freshwater, seawater, and land. One of the main Haraawaka urupā that lay adjacent to the river was washed out in a large flood, scattering the bones to sea so that they had to be collected and re-buried in a new urupā. For that reason, the river mouth was made tapū for many decades. The river is a source of cultural, spiritual and physical sustenance for Te Whānau a Haraawaka and Te Whānau a Apanui. It has also been used as a means of transport and forms part of the track to Turangā-nui-a-Kiwa.

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### 3. PROTOCOLS

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**3.1 CROWN MINERALS PROTOCOL**

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## 3.1: CROWN MINERALS PROTOCOL

**PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH TE WHĀNAU A APANUI BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS**

## 1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between the hapū of Te Whānau a Apanui, the trustees of Te Taumata o Apanui (“**Te Taumata**”) as the Post-Settlement Governance Entity for Te Whānau a Apanui, and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with Te Whānau a Apanui on matters specified in the Protocol.
- 1.2 The Minister and the Ministry recognise that Te Taumata is the governance entity of Te Whānau a Apanui and represents ngā hapū o Te Whānau a Apanui. Te Whānau a Apanui are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.
- 1.3 The Minister is responsible under Crown Minerals Act 1991 (the “**Act**”) for the preparation of minerals 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.
- 1.4 The Protocol will affect the Ministry’s administration of Crown owned minerals under the Act in the Protocol Area.

## 2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Te Whānau a Apanui and the Ministry in relation to minerals administered in accordance with the the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 This protocol is an agreement on how the Ministry will consult with Te Whānau a Apanui on matters specified in the Protocol. The Ministry acknowledges that Te Whānau a Apanui asserts that the protocol is not the full expression of what Te Tiriti o Waitangi / the Treaty of Waitangi requires in respect of minerals in general.
- 2.3 As part of this Protocol, Te Taumata will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

## 3 OWNERSHIP OF MINERALS

- 3.1 Te Whānau a Apanui:
- a asserts that Te Whānau a Apanui traditionally owned and used the minerals resources and taonga in their rohe; and
  - b considers that the expropriation of their ownership of minerals resources (including gold, silver, uranium and petroleum) by the Crown and the current legislative framework where Te Whānau a Apanui only have a consultative role in relation to decisions in respect of minerals to be a serious breach of Te Tiriti o Waitangi.

**3.1: CROWN MINERALS PROTOCOL**

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

**4 PROTOCOL AREA**

- 4.1 This Protocol applies to the area shown on the map in Attachment A and does not go beyond the sovereign territory of New Zealand.

**5 TERMS OF ISSUE**

- 5.1 This Protocol is issued pursuant to section [ ] of [ ] (the “**Settlement Legislation**”) that implements clause [ ] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 5.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

**6 CONSULTATION**

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

**New minerals programmes**

- 6.1.1 on the preparation of a new minerals programme, or a proposed change to a minerals programme (unless the change is one to which section 16(3) of the Act applies), which relate, whether wholly or in part, to the Protocol Area;

**Petroleum exploration permit block offers**

- 6.1.2 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 Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with Te Taumata on these proposals over the consultation period set out in the relevant minerals programme;

**Other petroleum permit applications**

- 6.1.3 when any application for a petroleum permit is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(b);

3.1: CROWN MINERALS PROTOCOL

**Amendments to petroleum permits**

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

**Permit block offers for Crown owned minerals other than petroleum**

- 6.1.5 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 Protocol Area;

**Other permit applications for Crown owned minerals other than petroleum**

- 6.1.6 when any application for a permit in respect of Crown owned minerals other than petroleum is received, which relates, whether wholly or in part, to the Protocol Area, except where the application relates to a block offer over which consultation has already taken place under clause 6.1(e) or where the application relates to newly available acreage;

**Newly available acreage**

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

**Amendments to permits for Crown owned minerals other than petroleum**

- 6.1.8 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 received, where the application relates, wholly or in part, to the Protocol Area; and

**Gold fossicking areas**

- 6.1.9 when any request is received or proposal is made to designate lands as a gold fossicking area, which relates, whether wholly or in part, to the Protocol Area.

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

**7 EFFECTS ON TE WHĀNAU A APANUI'S INTERESTS IN RELATION TO CROWN OWNED MINERALS IN THE PROTOCOL AREA**

- 7.1 The Minister and Chief Executive, or their delegates, will consult with Te Taumata on any policy and legislative development or review in relation to the administration of Crown owned minerals which may affect Te Whānau a Apanui interests in relation to Crown owned minerals in the Protocol Area, and the Protocol.

- 7.2 The Minister and Chief Executive, or their delegates, will consult with Te Taumata on any of the Ministry's Crown minerals operational activities which may affect Te Whānau a Apanui's interests in relation to Crown owned minerals in the Protocol Area, and the Protocol.



3.1: CROWN MINERALS PROTOCOL

7.3 Notwithstanding clauses 7.1 and 7.2 above, the Minister and Chief Executive, or their delegates, and Te Taumata will meet to discuss Te Whānau a Apanui interests in relation to Crown owned minerals in the Protocol Area as part of the meetings specified in clause 8.4.

**8 IMPLEMENTATION AND COMMUNICATION**

8.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 6.1. The Ministry will consult with Te Taumata in accordance with this Protocol if matters described in clause 6.1 of this Protocol may affect the interests of Te Whānau a Apanui.

8.2 For the purposes of clause 8.1, the basic principles that will be followed by the Ministry in consulting with Te Taumata in each case are:

- (a) ensuring that Te Taumata is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues in relation to (but not limited to) any matters under clause 6 of this Protocol;
- (b) providing Te Taumata with sufficient information to make informed decisions and submissions in relation to (but not limited to) any of the matters described in clause 6 of this Protocol;
- (c) ensuring that sufficient time is given for the participation of Te Taumata in the decision-making process and to enable it to prepare its submissions in relation to (but not limited to) any of the matters described in clause 6 of this Protocol; and
- (d) ensuring that the Ministry will approach the consultation with Te Taumata with an open mind, and will genuinely consider the submissions of Te Taumata in relation to (but not limited to) any of the matters described in clause 6 of this Protocol.

8.3 Where the Ministry is required to consult with Te Taumata as specified in clause 6.1, the Ministry will report back in writing to Te Taumata on the decision made as a result of such consultation.

8.4 Face to face meetings will be held if mutually agreed by the parties, such agreement not to be unreasonably withheld.

8.5 The parties will jointly confirm the meetings and agendas of the meetings specified in clause 8.4.

8.6 The location of the meetings specified in clause 8.4 will be mutually agreed by the parties.

8.7 The Ministry will seek to fulfil its obligations under this Protocol by:

- a maintaining information on Te Taumata's address and contact details as provided from time to time by Te Taumata;
- b as far as reasonably practicable, ensuring relevant employees within the Ministry are aware of the purpose, content and implications of this Protocol;
- c nominating relevant employees to act as contacts with Te Taumata in relation to issues concerning this Protocol;
- d discussing with Te Taumata concerns and issues notified by Te Taumata about this Protocol;

**3.1: CROWN MINERALS PROTOCOL**

- e as far as reasonably practicable, providing opportunities for Te Taumata to meet with relevant Ministry managers and staff;
- f where relevant and reasonably practicable, providing opportunities for Te Taumata to meet with the Minister and Chief Executive;
- g as far as reasonably practicable and where relevant, informing other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and
- h including the summary of the Terms of Issue and Protocol Area of the Protocol in the relevant minerals programmes when these are issued.

**9 INFORMATION SHARING**

- 9.1 The Minister and Chief Executive, or their delegates, will make available to Te Taumata all existing information held by, and reasonably accessible to, the Ministry where that information is requested by Te Taumata for the purpose of assisting them to fully exercise their rights under this Protocol.
- 9.2 The obligations in clause 9.1 of this Protocol do not apply to information that the Ministry or Chief Executive is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Minister or Chief Executive may withhold under the Official Information Act 1982 or Privacy Act 2020.
- 9.3 The Minister and Chief Executive, or their delegates, will make available to Te Taumata names and contact details of all relevant permit holders.

**10 DISPUTE RESOLUTION**

- 10.1 If one party considers that there has been a breach of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:
  - a Within 15 working days of being given written notice, the relevant contact person from the Ministry and Te Taumata will meet to work in good faith to resolve the issue.
  - b If the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 10.1(a), the Chief Executive and the nominated representative of Te Taumata will meet to work in good faith to resolve the issue.
  - c If the dispute has still not been resolved within 30 working days of the receipt of the notice referred to in clause 10.1(a), and where the matter is of significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and both parties agree, the Minister and the chair of Te Taumata will meet to work in good faith to resolve the issue.

**11 DEFINITIONS**

- 11.1 In this Protocol:

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

3.1: CROWN MINERALS PROTOCOL

**Chief Executive** means the Chief Executive of the Ministry of Business, Innovation and Employment;

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

**Crown owned minerals** means any mineral that is the property of the Crown;

**Deed of Settlement** means the Deed of Settlement dated [ ] between the Crown and Te Whānau a Apanui;

**Hapū** has the meaning set out in clause [ ] of the Deed of Settlement;

**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, 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 and Resources;

**Ministry** means the Ministry of Business, Innovation and Employment;

**newly available acreage** is a method for allocating permits for minerals (excluding petroleum) as set out in the Minerals Programme for Minerals (Excluding Petroleum) 2013;

**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 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 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;

**protocol** means a statement in writing, issued by the Crown through the Minister to Te Taumata under the Settlement Legislation and the Deed of Settlement and includes this Protocol;

**relevant minerals programme** has the meaning given to that term in section 2 of the Act; and

**Te Whānau a Apanui** has the meaning set out in clause [ ] of the Deed of Settlement.

3.1: CROWN MINERALS PROTOCOL

**ISSUED ON** [ ]

**SIGNED** for and on behalf of

**THE SOVEREIGN**

in right of New Zealand by

the Minister of Energy and Resources.

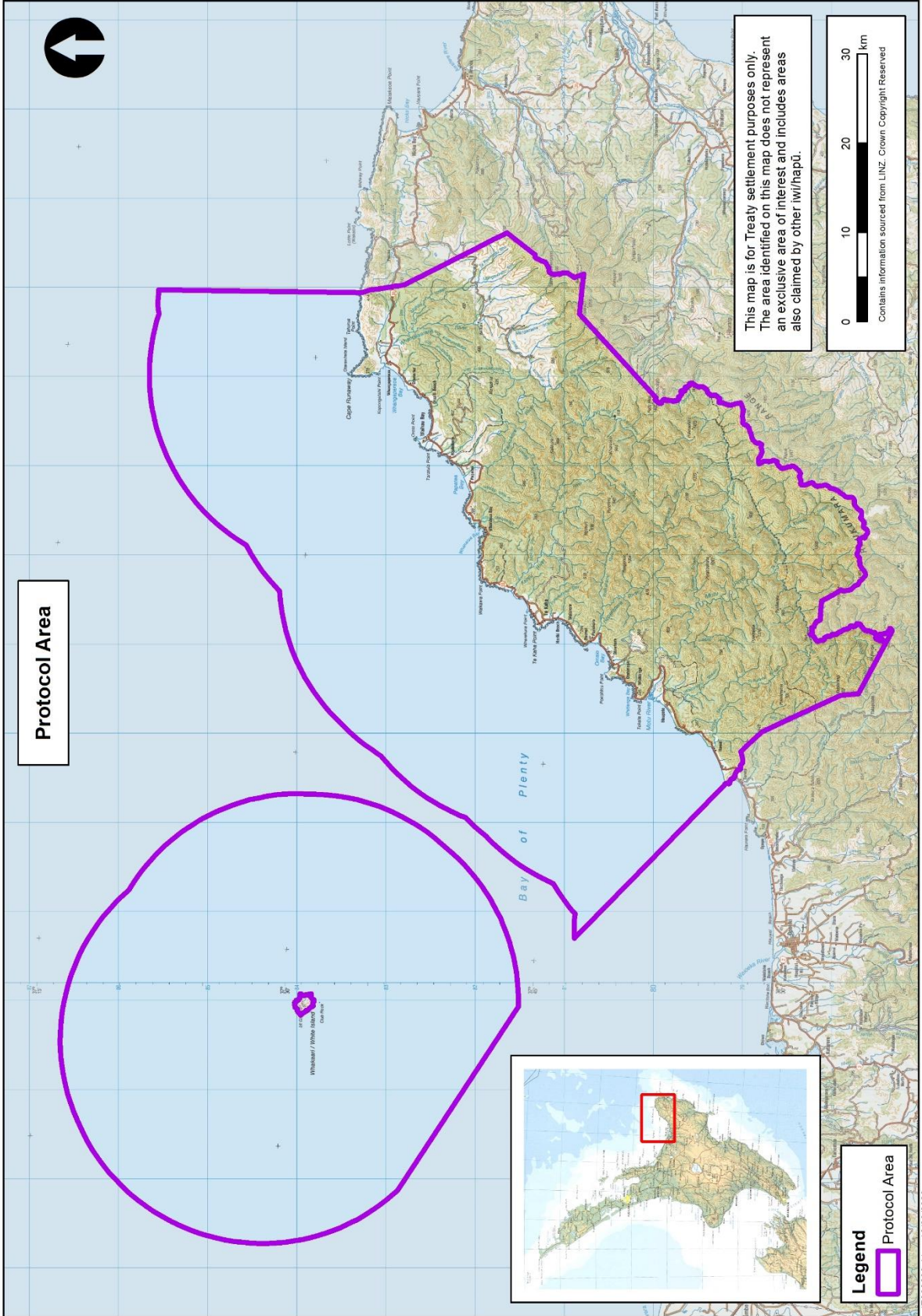
**WITNESS**

Name\_\_\_\_\_

Occupation\_\_\_\_\_

Address\_\_\_\_\_

ATTACHMENT A: PROTOCOL AREA MAP



<b>ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE</b>
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This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

## **1. Amendment and cancellation**

- 1.1 Either Party [ ] may cancel this Protocol, but only after consulting with the other Party and having particular regard to its views.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and Te Taumata.

## **2. Noting**

- 2.1 A summary of the terms of this Protocol must be added:
- 2.1.1 in a register of protocols maintained by the Chief Executive; and
- 2.1.2 in the minerals programme affecting the Protocol Area when those programmes are changed;
- but the addition:
- 2.1.3 is for the purpose of public notice only; and
- 2.1.4 does not change the minerals programmes for the purposes of the Crown Minerals Act 1991 (section [ ]).

## **3. Limits**

- 3.1 This Protocol does not:
- 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
- (a) introducing legislation; or
  - (b) changing government policy; or
  - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section [ ]); or
- 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991;
- 3.1.3 restrict the legal rights of Te Whānau a Apanui or a representative entity (section [ ]); or
- 3.1.4 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [ ]); or

**3.1: CROWN MINERALS PROTOCOL**

3.1.5 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [ ]).]

3.2 In this summary of the Terms of Issue, “representative entity” has the same meaning as it has in the Deed of Settlement.

**4. Breach**

4.1 Subject to the Crown Proceedings Act 1950, Te Taumata may enforce this Protocol if the Crown breaches it without good cause, but damages or monetary compensation will not be awarded (section [ ]).

4.2 A breach of this Protocol is not a breach of the Deed of Settlement (clause [ ]).

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**3.2 PRIMARY INDUSTRIES FISHERIES PROTOCOL**

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**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR OCEANS AND FISHERIES, REGARDING INTERACTION BETWEEN TE TAUMATA O APANUI AND THE MINISTRY FOR PRIMARY INDUSTRIES IN RESPECT OF FISHERIES**

## 1 INTRODUCTION

- 1.1 The Deed of Settlement dated [insert date] between Ngā Hapū o Te Whānau a Apanui and the Crown (the “Deed of Settlement”) sets out redress relating to the takutai moana and fisheries across several sections of the deed and related documents, as follows:
- 1.1.1 the Primary Industries Fisheries Protocol, in part 3.2 of the documents schedule, addresses the relationship between Te Whānau a Apanui and the Ministry for Primary Industries in relation to primarily takutai moana and fisheries-related issues;
  - 1.1.2 the Takutai Moana part of the deed (part 11) addresses the majority of the takutai moana related matters agreed in the agreement in principle;
  - 1.1.3 this Fisheries Mechanism part of the deed (part 12) covers the remainder of the takutai moana related matters including customary fishing regulations and bylaws; and
  - 1.1.4 the Ministry for Primary Industries Relationship Instrument records how the Ministry for Primary Industries and Te Whānau a Apanui intend to work together more generally, not limited to takutai moana and fisheries related issues.
- 1.2 Under the Deed of Settlement, the Crown agreed that the Minister for Oceans and Fisheries (the “Ministers”) would issue a Primary Industries Fisheries Protocol (the “Protocol”) setting out how the Ministry for Primary Industries (the “Ministry”) will interact with the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui (“Te Taumata”) in relation to matters specified in the Protocol. These matters are:
- 1.2.1 recognition of the interests of ngā hapū o Te Whānau a Apanui in all species of fish, aquatic life or seaweed that exist within the Fisheries Area that are subject to the Fisheries Act 1996;
  - 1.2.2 input into and participation in the Ministry’s national fisheries plans;
  - 1.2.3 hapū/iwi fisheries plans;
  - 1.2.4 participation in iwi fisheries forums;
  - 1.2.5 customary non-commercial fisheries management;
  - 1.2.6 contracting for services;
  - 1.2.7 employment of Ministry staff with customary non-commercial fisheries responsibilities;
  - 1.2.8 rāhui;
  - 1.2.9 information exchange; and
  - 1.2.10 changes to policy and legislation affecting this Protocol.

## 3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL

- 1.3 The Minister and the Director-General have certain functions, powers and duties in terms of legislation that they are responsible for administering. The Protocol sets out how the Minister, Director-General and the Ministry will exercise their functions, powers and duties in relation to matters set out in the Protocol. In accordance with the Protocol, Te Taumata will have the opportunity for input into the policy and planning processes relating to matters under this Protocol.
- 1.4 The Protocol applies to the Ministry's functions in relation to this Protocol. The Protocol does not cover those processes relating to the allocation of aquaculture space.
- 1.5 The Ministry will advise Te Taumata whenever it proposes to consult with Te Whānau a Apanui or with another iwi or hapū with interests inside the Protocol Area on matters that could affect the fisheries interests of Te Whānau a Apanui.

## 2 PRINCIPLES UNDERLYING THIS PROTOCOL

- 2.1 The Ministry and Te Whānau a Apanui are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to the Protocol. The relationship created by the 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.
- 2.2 The parties to this protocol will:
- 2.2.1 have particular regard for the nature of the governance arrangements of ngā hapū o Te Whānau a Apanui and the value of Toitū Te Mana o Ngā Hapū ;
  - 2.2.2 work in a spirit of cooperation;
  - 2.2.3 ensure early engagement on issues of recognised mutual interest;
  - 2.2.4 operate on a 'no surprises' approach;
  - 2.2.5 acknowledge that the relationship is evolving, not prescribed;
  - 2.2.6 respect the independence of the parties and their individual mandates, roles and responsibilities; and
  - 2.2.7 recognise and acknowledge that both parties benefit from working together by sharing their vision, knowledge and expertise.
- 2.3 The Ministry acknowledges the principles set out in the 2008 Heads of Agreement:

***Toitū te Mana Atua (principle 1)***

*It is acknowledged that the hapū of Te Whānau a Apanui have, in accordance with their tikanga, an unbroken, inalienable and enduring sacred relationship with their rohe moana. This relationship acknowledges the Creator is the spiritual source of life, tapu, mauri and mana. The hapū of Te Whānau a Apanui view that sacred relationship as the source of their mana.*

*The spiritual integrity of this relationship maintains and protects, according to tikanga and traditional matauranga, the manner in which the hapū of Te Whānau a Apanui live in balance with their rohe moana, and by which the balance between the hapū, the natural world and the spiritual realm is maintained.*

## 3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL

***Toitū te Ao Tūroa (principle 2)***

*This deed recognises that the hapū of Te Whānau a Apanui have unbroken, inalienable and enduring mana in relation to their rohe moana. This mana, according to their tikanga, places the hapū of Te Whānau a Apanui within a sacredly interconnected world. This deed recognises the tikanga of the hapū of Te Whānau a Apanui which protects and maintains this interconnection by respecting the mana, oranga, mauri and tapu of all other living beings, natural resources and their habitats within the tribal territory.*

***Toitū te Mana Tangata (principle 3)******Toitū Te Mana o Ngā Hapū***

*This deed recognises the hapū of Te Whānau a Apanui as collective groups legitimately possessing their own mana and expressing their own worldview, tikanga and kawa within their respective hapū territory. This deed recognises that this mana is ongoing, enduring and inalienable.*

*This deed recognises that the hapū of Te Whānau a Apanui have a complex set of whakapapa based inter-relationships existing between each of the hapū and they, in turn, have collective obligations to each other to preserve the unity and the mana of the tribe, and ensure the wise management of the entire tribal territory.*

***Toitū te Oranga Whanui o Nga Whānau***

*This deed recognises that the hapū of Te Whānau a Apanui have the right to ensure their oranga whanui, the sustenance and livelihood of their whanau through the maintenance and continued exercise of their tikanga and customary practices.*

*This deed further recognises that the hapū of Te Whānau a Apanui have the right to exercise influence over persons carrying out activities within, or impacting upon, the rohe moana.*

***Toitū te Tiriti o Waitangi (principle 4)***

*This deed acknowledges that the hapū of Te Whānau a Apanui and the Crown are bound by the framework established in the sacred covenant signed between them in 1840, te Tiriti o Waitangi/the Treaty of Waitangi. It further acknowledges that, consistent with the partnership principle underlying te Tiriti o Waitangi/the Treaty of Waitangi, the hapū of Te Whānau a Apanui and the Crown have entered into this deed in good faith and as equals.*

*The parties acknowledge that, consistent with that Treaty, they are obliged to give effect to this deed (in the manner described in this deed) and to act in good faith, fairly, reasonably and honourably towards each other.*

**3. TERMS OF ISSUE**

- 3.1 The Protocol is issued pursuant to section [insert number] of the [insert the name of the Settlement Legislation] (the “**Settlement Legislation**”) and clause [insert clause number] of the Deed of Settlement and is subject to the Settlement Legislation and the Deed of Settlement.
- 3.2 The Protocol must be read subject to the terms of issue set out in **Attachment B**.

3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL

**4. IMPLEMENTATION AND COMMUNICATION**

- 4.1 The Ministry will meet with Te Taumata to develop a strategy to implement this Protocol as soon as practicable after this Protocol is issued. The strategy may include:
- 4.1.1 any matters raised in the Protocol;
  - 4.1.2 reporting processes to be put in place;
  - 4.1.3 the development of an implementation plan that sets out the Ministry's obligations to Te Taumata arising from the Protocol. The implementation plan would identify the relevant Ministry business group responsible for delivering each obligation, and any agreed actions and timeframes; and
  - 4.1.4 review processes for this Protocol.
- 4.2 The implementation strategy described in clause 4.1 of this Protocol will have effect from the date specified in the strategy.
- 4.3 The Ministry will establish and maintain effective consultation processes and communication networks with Te Taumata by:
- 4.3.1 maintaining, at national and regional levels, information provided by Te Taumata on the office holders of Te Taumata, addresses and contact details;
  - 4.3.2 providing reasonable opportunities for Te Taumata to meet with Ministry managers and staff (as might be agreed in the implementation plan); and
  - 4.3.3 providing reasonable opportunities for Te Taumata to participate, if they choose to, in regional forums that are established to interact with the Ministry on fisheries issues that affect the Protocol Area.
- 4.4 The Ministry will:
- 4.4.1 consult and involve Te Taumata in the training of relevant staff on this Protocol and provide on-going training as required; and
  - 4.4.2 as far as reasonably practicable, inform fisheries and other stakeholders about this Protocol and the Deed of Settlement, and provide on-going information as required.

**5 MIHEKE SPECIES**

- 5.1 The Ministry recognises that Ngā Hapū have a customary non-commercial interest in all species of fish, aquatic life and seaweed that may occur within the Protocol Area. As a consequence, the Ministry will consult Te Taumata on all policy or regulatory proposals that would affect these interests.
- 5.2 The iwi fisheries plan developed by Te Taumata will identify the objectives of Te Taumata for the management of fisheries species, seaweed and other marine organisms and identify how ngā hapū and iwi exercise kaitiakitanga and rangatiratanga in respect of those species.
- 5.3 The Ministry will recognise and provide for the input and participation of Te Whānau a Apanui into the development of the Ministry's relevant national fisheries plans through consideration of the objectives set out in the iwi fisheries plan in accordance with clause [6.1]. The Ministry will provide opportunities for Te Taumata to participate in annual fisheries

**3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL**

planning processes through Iwi Fisheries Forums where any relevant national fisheries plans include matters relating to fisheries species, seaweed and other marine organisms management that affect the Protocol Area.

- 5.4 The Minister will have particular regard to how Te Whānau a Apanui exercise kaitiakitanga and rangatiratanga when making certain sustainability decisions that relate to the management of fisheries resources in the Protocol Area. In considering any proposal affecting all fisheries species, seaweed and other marine organisms in the Protocol Area, the Minister will ensure that the customary non-commercial fishing interest of Te Whānau a Apanui in all fisheries species, seaweed and other marine organisms are recognised and provided for in accordance with section 10 of the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992. The Ministry will consult with Te Taumata on any proposal concerning all fisheries species, seaweed and other marine organisms in accordance with clause [5.2].
- 5.5 The Ministry recognises that Te Whānau a Apanui have an interest in the research relating to all fish, aquatic life and seaweed within the Protocol Area. Where Te Whānau a Apanui seek to conduct research on any species, the Ministry will meet with Te Taumata in a relevant location to discuss and advise on the process to undertake such research. The Ministry will also consider, in accordance with relevant legislation and operational processes, any application from Te Taumata for a special permit under section 97 of the Fisheries Act 1996 relating to investigative research on fish, aquatic life or seaweed in the Protocol Area.
- 5.6 The Ministry acknowledges that Te Whānau a Apanui have an interest in the possible enhancement of a number of fisheries through the transfer of juvenile fish and in the possibility of farming these species.
- 5.7 Where Te Taumata identifies specific species of interest, the Ministry will explore with Te Taumata how it might assist, within existing policy and legal frameworks and with available resources, any proposals for the enhancement or farming of these species. Such proposals may include proposals for special permits to take and transfer those species from waters within the Protocol Area as part of any enhancement or aquaculture project under the Fisheries Act.
- 5.8 The Protocol shall not operate to create any expectation that a special permit, or any other authorisation to extract or farm fish, aquatic life or seaweed, will be granted.

**6 INPUT INTO AND PARTICIPATION IN THE MINISTRY'S NATIONAL FISHERIES PLANS**

- 6.1 Te Whānau a Apanui are entitled to input into and participation in the Ministry's national fisheries plans, where these are being developed, that relate to the Protocol Area. The Ministry's national fisheries plans will reflect the high-level goals and outcomes for a fishery. The plans will guide annual identification of the measures (which may include catch limits, research and compliance services) required to meet these goals and outcomes.
- 6.2 Te Whānau a Apanui input and participation will be recognised and provided for through the iwi fisheries plan referred to in clause [7.1], which the Minister must have particular regard to when making sustainability decisions that relate to the Protocol Area.
- 6.3 Where it is intended that any sustainability measures will be set or varied that relate to the Protocol Area and are not addressed in any Ministry national fisheries plan, the Ministry will ensure that the input and participation of Te Whānau a Apanui is provided for. This will include consulting Te Taumata on those proposed sustainability measures.

3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL

**7 IWI FISHERIES PLAN**

- 7.1 Te Taumata will work with ngā hapū to develop an iwi fisheries plan that relates to the Protocol Area.
- 7.2 The Ministry will assist Te Taumata, within the resources available to the Ministry, to develop an iwi fisheries plan that relates to the Protocol Area and takes account of Hapū interests.
- 7.3 The Ministry and Te Taumata agree that the iwi fisheries plan will address:
- 7.3.1 the objectives of the iwi and ngā hapū for the management of their customary, commercial, recreational and environmental interests in fisheries resources within the Protocol Area;
  - 7.3.2 how Te Whānau a Apanui will exercise rangatiratanga and kaitiakitanga in the Protocol Area;
  - 7.3.3 how Te Taumata will participate in fisheries planning in the Protocol Area; and
  - 7.3.4 how the customary, environmental, commercial and recreational fishing interests of ngā hapū and Te Taumata will be managed in an integrated way.
- 7.4 Despite section 28 of the Marine and Coastal Area (Takutai Moana) Act 2011, the plan [must/may?] note any wāhi tapu or wāhi tapu areas and applicable restrictions and prohibitions that might affect fisheries and fishing.
- 7.5 The Ministry and Te Taumata agree to meet as soon as reasonably practicable after the Minister issues this Protocol, to discuss:
- 7.4.1 the content of the iwi fisheries plan, including how the plan will legally express, protect and recognise the mana of Te Whānau a Apanui; and
  - 7.4.2 ways in which the Ministry will work with Te Taumata to develop and review the iwi fisheries plan.

**8 PARTICIPATION IN REGIONAL IWI FISHERIES FORUMS**

- 8.1 The Ministry will provide opportunities for Te Whānau a Apanui to have input and participate in any Iwi Fisheries Forums relating to the Protocol Area, where the Ministry will engage with iwi on fisheries management activities. The iwi fisheries plan will guide Te Whānau a Apanui input into those forums. The Ministry will provide assistance, within the available resources, to those iwi participating in a forum to develop a regional iwi forum fisheries plan.

**9 MANAGEMENT OF CUSTOMARY NON-COMMERCIAL FISHERIES TE WHĀNAU A APANUI CUSTOMARY FISHERIES REGULATIONS**

- 9.1 Clauses 12.3 to 12.11 of the Deed of Settlement provide for the Ministry of Primary Industries to develop new customary fisheries regulations in consultation with Ngā Hapū that will enable Ngā Hapū to better manage their customary fisheries and propose bylaws to the Minister with responsibility for fisheries to manage all fishing in their rōhe, subject to third party rights to utilise fisheries. Ngā Hapū may choose to use the proposed regulations to manage their fisheries in accordance with the provisions in the Deed of Settlement.
- 9.2 Section 28 of the Marine and Coastal Area (Takutai Moana) Act 2011 preserves the rights of fishing in the coastal marine area subject to section 78 of that Act. As a consequence,

**3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL**

new customary regulations made under section 186 of the Fisheries Act 1992 will be made to enable ngā hapu to manage customary food gathering and provide for the special relationship that ngā hapū have with fisheries in customary marine title areas.

9.3 Where hapū choose to use existing customary regulations, the Ministry undertakes to provide Te Taumata with such information and assistance, within the resources available to the Ministry, 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:

9.3.1 discussions with the Ministry on the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within the Protocol Area; and

9.3.2 making available existing information, if any, relating to the sustainability, biology, fishing activity and fisheries management within the Protocol Area.

**10 CONTRACTING FOR FISHERIES SERVICES**

10.1 The Ministry will consult with Te Taumata in respect of any contract for the provision of fisheries services that may impact on the management of customary fisheries within the Protocol Area if the Ministry is proposing to enter into such a contract.

10.2 The level of consultation shall be relative to the degree to which the contract impacts upon the interests of other iwi as well as those of Te Whānau a Apanui, and may be achieved by one or more of the following:

10.2.1 the Ministry may notify Te Taumata of a contract for fisheries services;

10.2.2 the Ministry may notify Te Taumata of an invitation to tender for fisheries services; and

10.2.3 the Ministry may direct a successful contractor to engage with Te Taumata as appropriate, in undertaking the relevant fisheries services.

10.3 If Te Taumata is contracted for fisheries services, then clause [10.1] will not apply in relation to those fisheries services.

**11 EMPLOYMENT OF STAFF WITH CUSTOMARY FISHERIES RESPONSIBILITIES**

11.1 The Ministry will consult with Te Taumata on certain aspects of the employment of Ministry staff if a vacancy directly affects the fisheries interests of Te Whānau a Apanui in relation to the 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 Whānau a Apanui, 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.

3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL

**12 CONSULTATION**

- 12.1 Where the Ministry is required to consult in relation to this Protocol, the basic principles that will be followed by the Ministry in consulting with Te Taumata in each case are:
- 12.1.1 ensuring that Te Taumata 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;
  - 12.1.2 providing Te Taumata with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
  - 12.1.3 ensuring that sufficient time is given for the participation of Te Taumata in the decision-making process including the preparation of submissions by Te Taumata in relation to any of the matters that are the subject of the consultation; and
  - 12.1.4 ensuring that the Ministry will approach the consultation with Te Taumata in accordance with the Principles of the Treaty, with an open mind and will genuinely consider their views in relation to any of the matters that are the subject of the consultation.
- 12.2 Where the Ministry has consulted with Te Taumata in relation to this Protocol, the Ministry will report back to Te Taumata, either in person or in writing, on the decision made as a result of any such consultation.

**13 RĀHUI**

- 13.1 The Ministry recognises that rāhui is a traditional use and management practice of Te Whānau a Apanui hapū and supports their rights to place traditional rāhui over their customary fisheries.
- 13.2 Te Taumata undertakes to inform the Ministry of the placing and the lifting of a rāhui by hapū over their customary fisheries, and also the reasons for the rāhui.
- 13.3 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 hapū or Te Taumata over their customary fisheries, in a manner consistent with the understandings outlined in clause 13.2 above.
- 13.4 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 hapū 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.
- 13.5 The Ministry recognises that: section 78 of the Marine and Coastal Area (Takutai Moana) Act 2011 provides for the protection of wāhi tapu in the Coastal Marine Area. Section 79 of that Act provides for conditions and restrictions on activities in a wāhi tapu or wāhi tapu area that are equivalent to a rāhui. These restrictions may affect fishing despite section 28 of that Act, provided the restrictions do not prevent fishers taking their lawful entitlements in the Quota Management Area or Fisheries Management Area for that stock.



3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL

**14 INFORMATION EXCHANGE**

14.1 Te Taumata and the Ministry recognise the benefit of mutual information exchange. To this end, the Ministry and Te Taumata will, as far as possible, exchange any information that is of relevant mutual benefit, subject to the provisions of the Settlement Legislation, any other enactment, and general law.

14.2 At the request of Te Taumata, the Ministry will:

14.2.1 make available all existing information held by, or reasonably accessible to, the Ministry where that information is requested by Te Taumata for the purposes of assisting Te Taumata to exercise their rights under this Protocol; and/or

14.2.2 where it is reasonably practicable, provide a representative to attend a meeting with Te Taumata.

14.3 In consideration of a request made under clause 14.2 for information or advice, the Ministry will have regard to the following:

14.3.1 whether, where a request has been made under the Official Information Act 1982, or the Local Government Official Information and Meetings Act 1987, there are permitted reasons for withholding the information;

14.3.2 whether making the information available would contravene the provisions of an enactment;

14.3.3 the time and cost involved in researching, collating, and providing the information or advice; and

14.3.4 whether making the information available would put at risk any of the Ministry's wider stakeholder relationships.

14.4 In consideration of a request made under clause 14.2 for the Ministry to attend a meeting with Te Taumata:

14.4.1 the Ministry will determine the appropriate representative to attend; and

14.4.2 in deciding whether it is reasonably practicable to comply with the request, the Ministry may have regard to any relevant consideration, including:

14.4.2.1 the number and frequency of such requests the Ministry has received from Te Taumata;

14.4.2.2 the time and place of the meeting and the adequacy of notice given; and

14.4.2.3 the time and cost involved in complying with the request.

**15 DISPUTE RESOLUTION**

15.1 If either Te Taumata or the Ministry considers there has been a problem with the implementation of this Protocol, then that party may give written notice to the other party that they are in dispute. The following process will be undertaken once notice is received by the other party to this Protocol:

15.1.1 within 15 working days of being given written notice, or a mutually agreed longer

3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL

term, the relevant contact persons from the Ministry and Te Taumata will meet to work in good faith to resolve the issue;

15.1.2 if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause [15.1], the Head of Fisheries New Zealand and representative of Te Taumata will meet to work in good faith to resolve the issue;

15.1.3 if the dispute has not been resolved within 45 working days despite the process outlined in clauses [15.1.1] and [15.1.2] having been followed, the Ministry and Te Taumata may seek to resolve the dispute by asking an agreed trusted third party to mediate the dispute with a view to reaching a mutually satisfactory outcome for both parties.

15.2 In the context of any dispute that has been initiated under clause [15.1], the Ministry and Te Taumata will place utmost importance on the fact that the Ministry and Te Whānau a Apanui are, in accordance with clause [2.1] of this Protocol, seeking a relationship consistent with Te Tiriti o Waitangi/Treaty of Waitangi and its principles, and such a relationship is intended to assist both parties to exercise their respective responsibilities with the utmost cooperation to achieve the outcomes sought by both over time.

**16 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

16.1 If the Ministry consults with iwi on policy development or any proposed legislative amendment which impacts upon this Protocol, the Ministry shall:

16.1.1 notify Te Taumata of the proposed policy development or proposed legislative amendment upon which iwi will be consulted; and

16.1.2 make available to Te Taumata the information provided to hapū as part of the consultation process referred to in this clause; and

16.1.3 report back to Te Taumata on the outcome of any such consultation, either in writing or in person.

**17 DEFINITIONS**

17.1 In this Protocol:

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

**Fisheries Legislation** means the *Fisheries Act 1983* and the *Fisheries Act 1996*, the *Treaty of Waitangi (Fisheries Claims) Settlement Act 1992*, the *Maori Commercial Aquaculture Claims Settlement Act 2004*, the *Maori Fisheries Act 2004*, and any regulations made under these Acts;

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

**Protocol Area** means the area shown in the map at **Attachment A**;

**Settlement Date** means [ ]; and

**Te Taumata** has the meaning given to it by the deed of settlement.

3.2: PRIMARY INDUSTRIES FISHERIES PROTOCOL

**ISSUED** on [            ]

**SIGNED** for and on behalf of **THE SOVEREIGN**  
in right of New Zealand by the Minister for  
Oceans and Fisheries

\_\_\_\_\_  
Signature

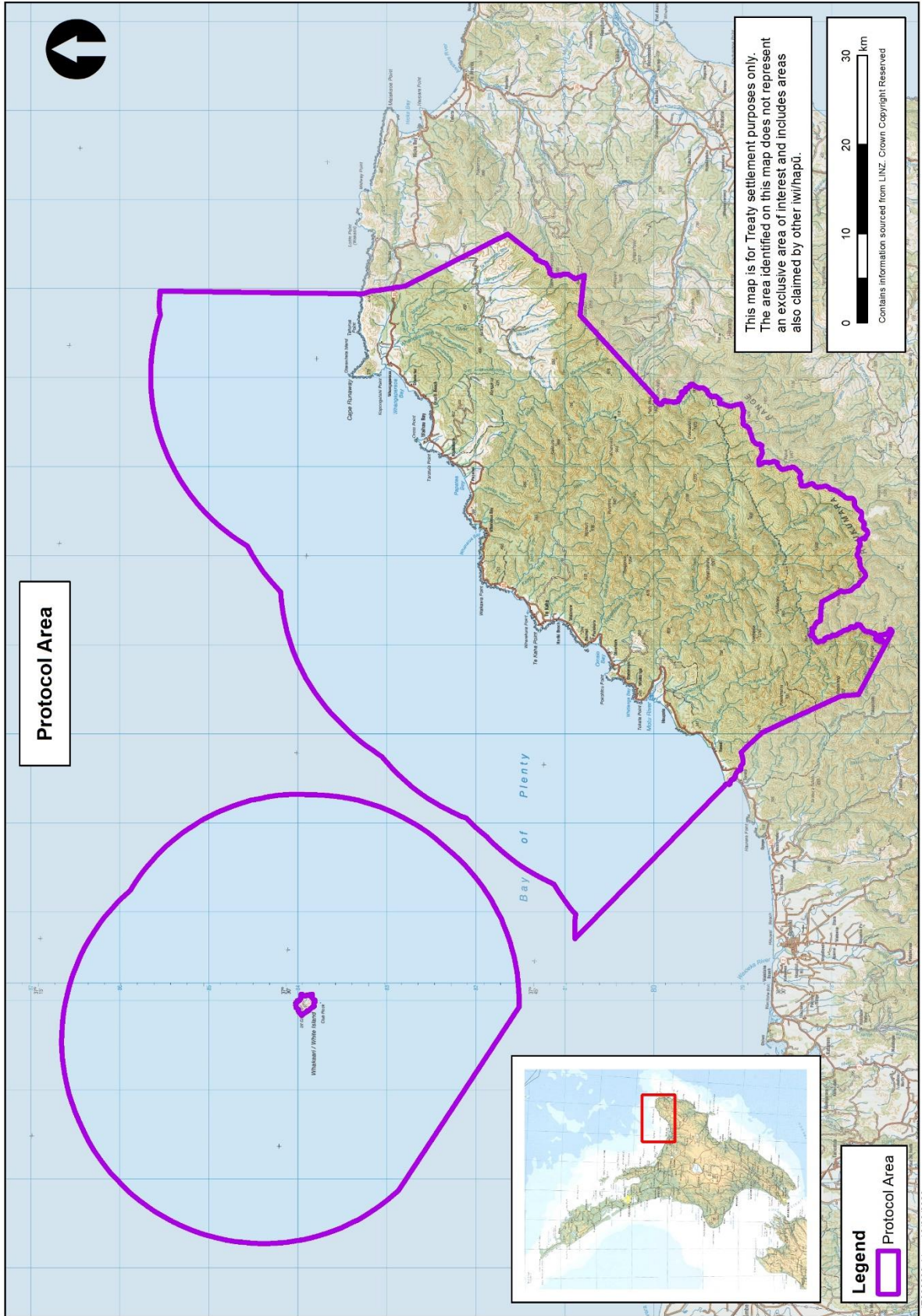
**WITNESS**

\_\_\_\_\_  
Name:

Occupation:

Address:

ATTACHMENT A: PROTOCOL AREA MAP



**ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE**

**1. Provisions of the Deed of Settlement relating to this Protocol**

1.1 The Deed of Settlement provides that [ ].

**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 clauses [ ] 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 hapū, marae, 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 clauses [ ] 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 clauses [ ] of the Deed of Settlement]*

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

**6. Limitation of rights**

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

---

**4. FISHERIES RFR DEED OVER QUOTA**

---

4: FISHERIES RFR DEED OVER QUOTA

**DEED GRANTING A RIGHT OF FIRST REFUSAL OVER QUOTA**

**BETWEEN**

**THE TRUSTEES OF TE TAUMATA O NGĀ HAPŪ O TE WHĀNAU A APANUI (Te Taumata).**

**AND**

**HIS MAJESTY THE KING** in right of New Zealand acting by the Minister of Fisheries (the **Crown**).

**BACKGROUND**

- A. Te Whānau a Apanui and the Crown are parties to a deed of settlement to settle the Historical Claims of Te Whānau a Apanui dated [*date of the Deed of Settlement*] (the **Deed of Settlement**).
- B. The Crown agreed under the Deed of Settlement that (if the Deed of Settlement became unconditional) the Crown would, by or on the Settlement Date under that Deed, provide Te Taumata with a deed in this form granting Te Taumata a right of first refusal over certain Quota.
- C. The Deed of Settlement has become unconditional, and this Deed is entered into:
  - 1.1 by the Crown in satisfaction of its obligations referred to in clause [XX] of the Deed of Settlement; and
  - 1.2 by Te Taumata in satisfaction of its obligations under clause [XX] of the Deed of Settlement.

**IT IS AGREED** as follows:

**2. THIS DEED APPLIES IF THE MINISTER SETS A TACC OF A CERTAIN KIND**

- 2.1 This Deed applies only if, during the period of 50 years from the Settlement Date:
  - 2.1.1 the Minister for Oceans and Fisheries declares, under the Fisheries Legislation, a species to be subject to the Quota Management System; and
  - 2.1.2 Te Taumata o Ngā Hapū o Te Whānau a Apanui nominates that species as an 'applicable species', meaning one to which they wish to have a right of first refusal (**RFR**); and
  - 2.1.3 the Minister for Ocean and Fisheries sets, under the Fisheries Legislation, a Total Allowable Commercial Catch (a **TACC**) for that Applicable Species for a Quota Management Area that includes some or all of the coastline of the RFR Area (an **Applicable TACC**).

**3. THIS DEED APPLIES ONLY TO QUOTA ALLOCATED TO THE CROWN UNDER AN APPLICABLE TACC**

- 3.1 This Deed applies only to Quota (Applicable Quota) that:
  - 3.1.1 relates to an Applicable TACC; and
  - 3.1.2 has been allocated to the Crown as either:

## 4: FISHERIES RFR DEED OVER QUOTA

- (a) Individual Transferable Quota (and not as Provisional Individual Transferable Quota) under section 49(1) of the Fisheries Act 1996; or
- (b) Provisional Individual Transferable Quota that has become Individual Transferable Quota under section 49(3) of the Fisheries Act 1996.

#### 4. THE CROWN MUST OFFER MINIMUM AMOUNT OF APPLICABLE QUOTA TO TE TAUMATA

4.1 Before the Crown sells any Applicable Quota relating to an Applicable TACC, the Crown must offer (in accordance with clause 5) Te Taumata the right to purchase the Required Minimum Amount or more of the Applicable Quota relating to that Applicable TACC calculated in accordance with clause 4.1 or clause 4.2 (whichever is applicable).

#### 5. CALCULATION OF REQUIRED MINIMUM AMOUNT OF APPLICABLE QUOTA TO BE OFFERED

5.1 Where:

5.1.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

5.1.2 no person was eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \left[ \frac{2}{5} \times \frac{A}{B} \times C \right]$$

5.2 Where:

5.2.1 the Crown has been allocated Applicable Quota relating to an Applicable TACC; and

5.2.2 a person, or persons, were eligible under section 45 of the Fisheries Act 1996 to receive Quota in relation to that Applicable TACC,

the Required Minimum Amount of that Applicable Quota must be calculated in accordance with the following formula:

$$x = \text{the lesser of } \left[ \frac{2}{5} \times \frac{A}{B} \times C \right] \text{ or } \left[ \frac{A}{B} \times D \right]$$

5.3 For the purposes of this clause:

“A” is the length of coastline of the RFR Area that is within the coastline of the relevant Quota Management Area;

“B” is the length of coastline of the relevant Quota Management Area;

“C” is the total amount of Quota relating to the relevant Applicable TACC;



**4: FISHERIES RFR DEED OVER QUOTA**

“D” is the amount of Applicable Quota held by the Crown in relation to the relevant Applicable TACC; and

“x” is the Required Minimum Amount of Applicable Quota.

5.4 For the purposes of this clause:

5.4.1 the length of coastline of the RFR Area, and of the relevant Quota Management Area, will be determined by the Crown and by such method as the Crown considers appropriate; and

5.4.2 In particular, but without limiting the Crown's ability to use a different method, the Crown may determine that the length of coastline of the RFR Area means the distance (being determined by the Crown) between Fisheries Point [iwi's coastal longitude and latitude coordinates to be inserted] (such Fisheries Points being approximately marked on the map of the RFR Area in Schedule 1.

**6. CROWN MUST GIVE NOTICE BEFORE SELLING APPLICABLE QUOTA**

**Crown must give RFR Notice**

6.1 Before the Crown Sells any Applicable Quota, the Crown must give a written notice (an RFR Notice) to Te Taumata which offers to sell not less than the Required Minimum Amount of that Applicable Quota to Te Taumata at the price and on the terms and conditions set out in the RFR Notice. Crown may withdraw RFR Notice.

6.2 The Crown may withdraw an RFR Notice at any time before Te Taumata accepts the offer in that RFR Notice under clause 6.

**Effect of withdrawing RFR Notice**

6.3 If the Crown withdraws an RFR Notice, clause 3 still applies to the Applicable Quota referred to in that RFR Notice.

**Crown has no obligation in relation to balance of Applicable Quota**

6.4 Where the Crown has given, in accordance with clause 5.1, an RFR Notice in relation to Applicable Quota relating to an Applicable TACC, the Crown has no obligations under this Deed in relation to the balance of the Applicable Quota (if any) not referred to in that RFR Notice that also relate to that Applicable TACC.

**7. ACCEPTANCE OF RFR NOTICE BY TE TAUMATA**

7.1 A contract for the Sale of the Applicable Quota referred to in an RFR Notice (or a lesser amount referred to in the acceptance) is constituted between the Crown and Te Taumata, at the price and on the terms and conditions set out in the RFR Notice, if Te Taumata accepts the offer in that RFR Notice (or accepts a lesser amount) of Applicable Quota:

7.1.1 by notice in writing to the Crown; and

7.1.2 by the relevant Expiry Date.

4: FISHERIES RFR DEED OVER QUOTA

**8. NON-ACCEPTANCE BY TE TAUMATA**

8.1 If:

8.1.1 the Crown gives Te Taumata an RFR Notice; and

8.1.2 Te Taumata does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date,

the Crown:

8.1.3 may, at any time during the period of two years from the Expiry Date, Sell any of the Applicable Quota referred to in that RFR Notice that is not accepted by Te Taumata if the price per Quota Share, and the other terms and conditions of the Sale, are not more favourable to the purchaser than the price per Quota Share, and the other terms and conditions, set out in the RFR Notice to Te Taumata; but

8.1.4 must, promptly after entering into an agreement to Sell any Applicable Quota referred to in the RFR Notice to a purchaser, give written notice to Te Taumata of that fact and disclose the terms of that agreement; and

8.1.5 must not Sell any of that Applicable Quota referred to in the RFR Notice after the end of the two-year period after the Expiry Date without first offering to Sell that Applicable Quota to Te Taumata in an RFR Notice under clause 5.1.

**9. RE-OFFER REQUIRED**

9.1 If:

9.1.1 the Crown gives Te Taumata an RFR Notice; and

9.1.2 Te Taumata does not accept all the Applicable Quota offered in the RFR Notice by notice in writing to the Crown by the Expiry Date; and

9.1.3 the Crown during the period of two years from the Expiry Date proposes to offer any of those Applicable Quota not accepted by Te Taumata for Sale again but at a price (per Quota Share), or on other terms and conditions, more favourable to the purchaser than on the terms and conditions in the RFR Notice,

the Crown may do so only if it first offers that Applicable Quota for Sale on those more favourable terms and conditions to Te Taumata in another RFR Notice under clause 5.1.

**10. EFFECT OF THIS DEED**

10.1 Nothing in this Deed will require the Crown to:

10.1.1 purchase any provisional catch history, or other catch rights, under section 37 of the Fisheries Act 1996;

10.1.2 introduce any of the Applicable Species into the Quota Management System; or

4: FISHERIES RFR DEED OVER QUOTA

10.1.3 offer for sale any Applicable Quota held by the Crown.

10.2 Te Taumata acknowledges that the introduction of any of the Applicable Species into a Quota Management System may not result in any, or any significant, holdings by the Crown of Applicable Quota for that species.

10.3 Nothing in this Deed affects, or limits, and the rights and obligations created by this Deed are subject to:

10.3.1 any requirement at common law or under legislation that:

- (a) must be complied with before any Applicable Quota is sold to Te Taumata; or
- (b) the Crown must Sell the Applicable Quota to a third party; and

10.3.2 any legal requirement that:

- (a) prevents or limits the Crown's ability to Sell the Applicable Quota to Te Taumata; and
- (b) the Crown cannot satisfy after taking reasonable steps to do so (and, to avoid doubt, reasonable steps do not include changing the law).

**11. THIS DEED DOES NOT APPLY IN CERTAIN CASES**

11.1 Neither clause 3 nor clause 5.1 apply, if the Crown is Selling Applicable Quota to Te Taumata.

**12. TIME LIMITS**

12.1 Time is of the essence for the time limits imposed on the Crown and Te Taumata under this Deed.

12.2 The Crown and Te Taumata may agree in writing to an extension of a time limit.

**13. ENDING OF RIGHT OF FIRST REFUSAL**

**RFR ends on Sale which complies with this Deed**

13.1 The obligations of the Crown set out in this Deed end in respect of any Applicable Quota on a transfer of the Applicable Quota in accordance with this Deed.

**RFR ends after 50 years**

13.2 The obligations of the Crown set out in this Deed end 50 years after the Settlement Date.

**14. NOTICES**

14.1 The provisions of this clause apply to Notices under this Deed:

4: FISHERIES RFR DEED OVER QUOTA

**Notices to be signed**

14.1.1 the Party giving a Notice must sign it;

**Notice to be in writing**

14.1.2 any Notice to a Party must be in writing addressed to that Party at that Party's postal address or email address;

**Addresses for notice**

14.1.3 until any other address or facsimile number of a Party is given by Notice to the other Party, they are as follows:

The Crown: Te Taumata o Ngā Hapū o Te Whānau a Apanui

The Director-General [Insert the name and the address of Te Taumata]  
Ministry for Primary Industries

Charles Fergusson Building  
34-38 Bowen Street, Pipitea  
PO Box 2526  
Wellington 6140  
Facsimile No: 64 4 894 0720  
Email: info@mpi.govt.nz

**Delivery**

14.1.4 delivery of a Notice may be made:

- (a) by hand;
- (b) by post with prepaid postage; or
- (c) by email;

**Timing of delivery**

14.1.5 a Notice:

- (a) delivered by hand will be treated as having been received at the time of delivery;
- (b) delivered by prepaid post will be treated as having been received on the third day after posting; or
- (c) sent by facsimile will be treated as having been received on the day of transmission; and

4: FISHERIES RFR DEED OVER QUOTA

**Deemed date of delivery**

14.1.6 if a Notice is treated as having been received on a day that is not a Business Day, or after 5pm on a Business Day, that Notice will (despite clause 13.1.5) be treated as having been received the next Business Day.

**15. AMENDMENT**

15.1 This Deed may not be amended unless the amendment is in writing and signed by, or on behalf of, Te Taumata and the Crown.

**16. NO ASSIGNMENT**

16.1 Te Taumata may not assign its rights or obligations under this Deed.

**17. DEFINITIONS AND INTERPRETATION**

**Definitions**

17.1 In this Deed, unless the context otherwise requires:

**Applicable Quota** means Quota of the kind referred to in clause 2;

**Applicable Species** means a species which nominates Te Taumata as one to which they wish to have a right of first refusal (RFR), under circumstances set out in clause 1;

**Applicable TACC** has the meaning given to that term by clause 1.1.2;

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

- (a) Saturday, Sunday, Good Friday, Easter Monday, Te Rā Aro ki a Matariki/Matariki Observance Day, Anzac Day, the Sovereign's Birthday, Labour Day, and Waitangi Day;
- (b) if ANZAC Day or Waitangi Day fall on a Saturday or Sunday, the following Monday;
- (c) a day in the period commencing with 25 December in any year, and ending with the close of 15 January in the following year; and
- (d) the days observed as the anniversaries of the provinces of Auckland or Wellington;

**Crown** has the meaning given to that term by section 2(1) of the Public Finance Act 1989;

**Deed** means this Deed giving a right of first refusal over Applicable Quota;

**Deed of Settlement** has the meaning given by clause A of the Background to this Deed;

**Expiry Date**, in respect of an RFR Notice, means the date one calendar month after the RFR Notice is received by Te Taumata;

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

4: FISHERIES RFR DEED OVER QUOTA

**Individual Transferable Quota** has the same meaning as in section 2(1) of the Fisheries Act 1996;

**Minister of Fisheries** means the Minister of the Crown who is for the time being responsible for the administration of the Fisheries Legislation;

**Party** means Te Taumata or the Crown;

**Provisional Individual Transferable Quota** has the same meaning as under section 2(1) of the Fisheries Act 1996;

**Quota** means quota under the Fisheries Legislation in relation to an Applicable Species (being a species referred to in clause 1);

**Quota Management Area** means any area declared by or under the Fisheries Legislation to be a quota management area;

**Quota Management System** means a quota management system established under Part IV of the Fisheries Act 1996;

**Quota Share** has the same meaning as in the Fisheries Act 1996;

**Required Minimum Amount**, in relation to Applicable Quota, means an amount of that Applicable Quota calculated under clause 4.1 or clause 4.2 (whichever is applicable);

**RFR Area** means the area identified in the map included in schedule 1;

**RFR Notice** and **Notice** means a notice under clause 5.1;

**Sell** means to transfer ownership of Quota for valuable consideration and Sale has a corresponding meaning, but neither term includes the transfer by the Crown of Quota under section 22 of the Fisheries Act 1996;

**Settlement Date** means the date which is 20 Business Days after the Deed of Settlement becomes unconditional; and

**Total Allowable Commercial Catch** or **TACC** means a total allowable commercial catch for a species under section 20 of the Fisheries Act 1996.

17.2 Terms or expressions that are not defined in this Deed, but are defined in the Deed of Settlement, have the meaning given to them by the Deed of Settlement unless the context requires otherwise.

### Interpretation

17.3 In the interpretation of this Deed, unless the context requires otherwise:

17.3.1 headings appear as a matter of convenience and are not to affect the interpretation of this Deed;

17.3.2 defined terms appear in this Deed with capitalised initial letters and have the meanings given to them by this Deed;

**4: FISHERIES RFR DEED OVER QUOTA**

- 17.3.3 where a word or expression is defined in this Deed, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- 17.3.4 the singular includes the plural and vice versa;
- 17.3.5 words importing one gender include the other genders;
- 17.3.6 a reference to legislation is a reference to that legislation as amended, consolidated or substituted;
- 17.3.7 a reference to any document or agreement, including this Deed, includes a reference to that document or agreement as amended, novated or replaced;
- 17.3.8 a reference to a schedule is a schedule to this Deed;
- 17.3.9 a reference to a monetary amount is to New Zealand currency;
- 17.3.10 a reference to written or in writing includes all modes of presenting or reproducing words, figures and symbols in a tangible and permanently visible form;
- 17.3.11 a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate;
- 17.3.12 a reference to a date on which something must be done includes any other date which may be agreed in writing between Te Taumata and the Crown;
- 17.3.13 where the day on or by which anything to be done is not a Business Day, that thing must be done on or by the next Business Day after that day; and
- 17.3.14 a reference to time is to New Zealand time.

DOCUMENTS

4: FISHERIES RFR DEED OVER QUOTA

**SIGNED** as a Deed on [*Insert date*]

**SIGNED** by [*Name of trustee*] as a trustee of Te Taumata o Ngā Hapū o Te Whānau a Apanui, in the presence of:

\_\_\_\_\_  
[*Name of trustee*]

\_\_\_\_\_  
Signature of Witness:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Occupation:

\_\_\_\_\_  
Address

**SIGNED** by [*Name of trustee*] as a trustee of Te Taumata o Ngā Hapū o Te Whānau a Apanui, in the presence of:

\_\_\_\_\_  
[*Name of trustee*]

\_\_\_\_\_  
Signature of Witness:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Occupation:

\_\_\_\_\_  
Address



DOCUMENTS

4: FISHERIES RFR DEED OVER QUOTA

**SIGNED** by [*Name of trustee*] as a trustee of Te Taumata o Ngā Hapū o Te Whānau a Apanui, in the presence of:

\_\_\_\_\_  
[*Name of trustee*]

\_\_\_\_\_  
Signature of Witness:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Occupation:

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of  
**HIS MAJESTY THE KING** in right of  
New Zealand by the Minister of Fisheries,  
in the presence of:

\_\_\_\_\_  
The Hon [*Name of Minister*]

\_\_\_\_\_  
Signature of Witness:

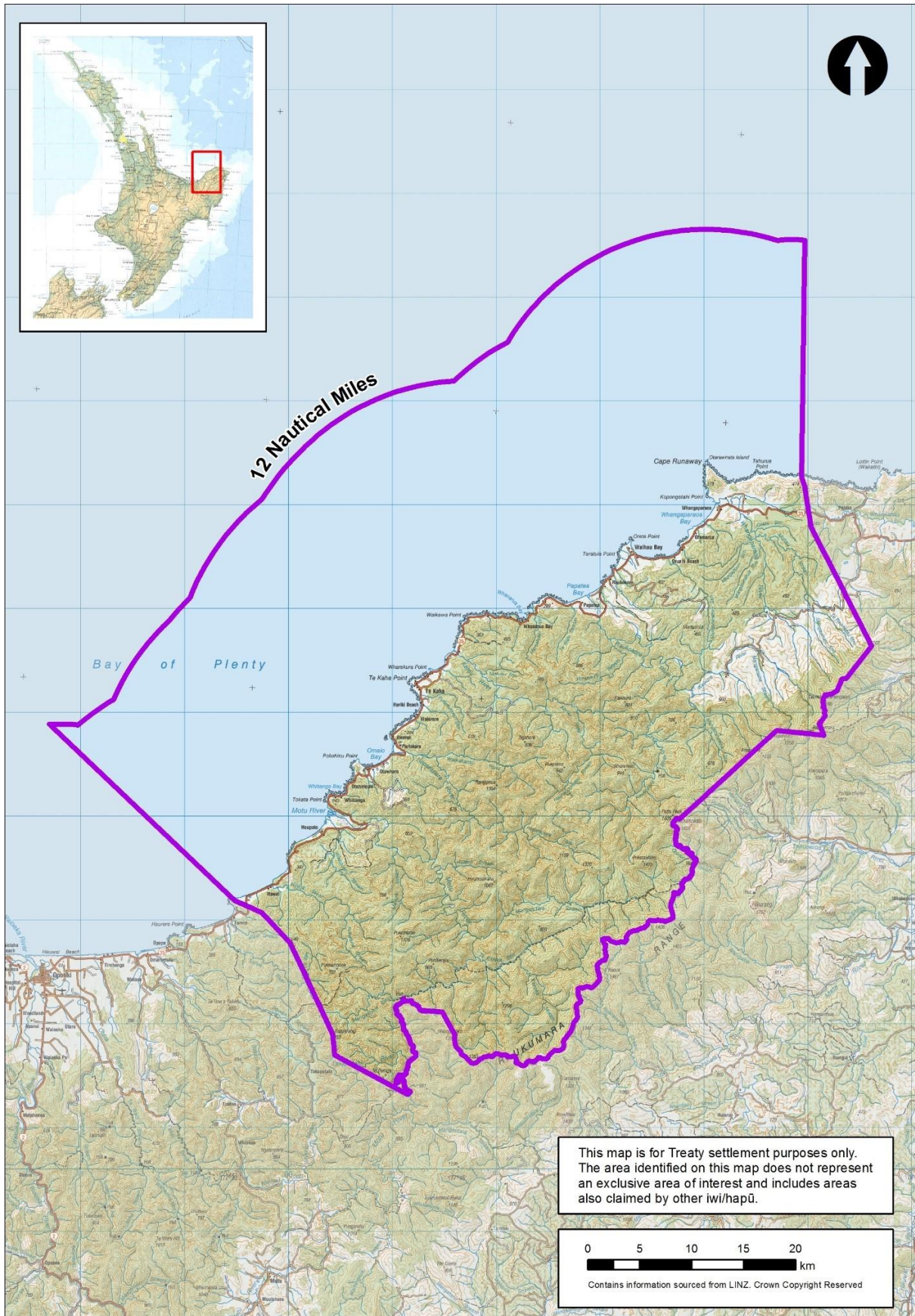
\_\_\_\_\_  
Name:

\_\_\_\_\_  
Occupation:

\_\_\_\_\_  
Address

4: FISHERIES RFR DEED OVER QUOTA

SCHEDULE 1 – MAP OF RFR AREA



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**5. LEASE FOR LEASEBACK PROPERTY**

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5: LEASE FOR LEASEBACK PROPERTY

MINISTRY OF EDUCATION  
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 91 Land Transfer Act 2017)



Land registration district

[ ]

Affected instrument Identifier  
and type (if applicable)

All/part

Area/Description of part or stratum

[ ]	[ ]	[ ]
-----	-----	-----

Lessor

[ ]

Lessee

**HIS MAJESTY THE KING** for education purposes

Estate or Interest

*Insert "fee simple"; "leasehold in lease number " etc.*

Fee simple

Lease Memorandum Number (if applicable)

Not applicable

Term

See Annexure Schedule

Rental

See Annexure Schedule

Lease and Terms of Lease

*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected record of title(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

DOCUMENTS

5: LEASE FOR LEASEBACK PROPERTY

Form F *continued*

Attestation

Signature of the Lessor	Signed in my presence by the Lessor
<hr/> <p>[name ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>
<hr/> <p>[name ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>
<hr/> <p>[name ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>
<hr/> <p>[name ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>
<hr/> <p>[name ]</p>	<hr/> <p><i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name: Occupation: Address:</p>

DOCUMENTS

5: LEASE FOR LEASEBACK PROPERTY

Form F *continued*

<p>_____</p> <p>[name ]</p> <p>_____</p> <p>[name ]</p> <p>_____</p> <p>[name ]</p>	<p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
<p><b>Signature of the Lessee</b></p> <p>_____</p> <p>Signed for and on behalf of <b>HIS MAJESTY THE KING</b> as Lessee by</p> <p>[name ]</p> <p>(acting pursuant to a written delegation given to him/her by the Secretary for Education) in the presence of:</p>	<p><b>Signed in my presence by the Lessee</b></p> <p>_____</p> <p><i>Signature of witness</i></p> <p><i>Witness to complete in BLOCK letters (unless legibly printed)</i></p> <p>Witness name:</p> <p>Occupation:</p> <p>Address</p>

Certified correct for the purposes of the Land Transfer Act 2017

\_\_\_\_\_

Solicitor for the Lessee

\* The specified consent form must be used for the consent of any mortgagee of the estate or interest to be leased.

Form F *continued*

## Annexure Schedule

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*Insert instrument type*

Lease Instrument

**BACKGROUND**

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between **Te Whānau a Apanui** and the Crown, under which the parties agreed to transfer the Land to [*insert name of post-settlement governance entity*] and lease it back to the Crown.
- B The Lessor owns the Land described in Item 1 of Schedule A.
- C The Lessor has agreed to lease the Land to the Lessee on the terms and conditions in this Lease.
- D The Lessor leases to the Lessee the Land from the Start Date, at the Annual Rent, for the Term, with the Rights of Renewal and for the Permitted Use all as described in Schedule A.
- E The Lessee accepts this Lease of the Land to be held by the Lessee as tenant and subject to the conditions, restrictions and covenants as set out in Schedules A and B.

**SCHEDULE A****ITEM 1 THE LAND**[*insert full legal description - note that improvements are excluded*].**ITEM 2 START DATE**[*insert start date*].**ITEM 3 ANNUAL RENT**

[\$*insert agreed rent*] plus GST per annum payable monthly in advance on the first day of each month but the first payment shall be made on the Start Date on a proportionate basis for any broken period until the first day of the next month.

**ITEM 4 TERM OF LEASE**

21 Years.

**ITEM 5 LESSEE OUTGOINGS**

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

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

Form F *continued*

Annexure Schedule

Insert instrument type

Lease Instrument

- 5.3 The cost of ground maintenance, including the maintenance of playing fields, gardens and planted and paved areas.
- 5.4 Maintenance of car parking areas.
- 5.5 All costs associated with the maintenance or replacement of any fencing on the Land.

**ITEM 6 PERMITTED USE**

The Permitted Use referred to in clause 9.

**ITEM 7 RIGHT OF RENEWAL**

Perpetual rights of renewal of 21 years each with the first renewal date being the 21<sup>st</sup> anniversary of the Start Date, and then each subsequent renewal date being each 21<sup>st</sup> anniversary after that date.

**ITEM 8 RENT REVIEW DATES**

The 7<sup>th</sup> anniversary of the Start Date and each subsequent 7<sup>th</sup> anniversary after that date.

**ITEM 9 LESSEE’S IMPROVEMENTS**

As defined in clause 1.9 and including the following existing improvements: ***[List here all existing buildings and improvements on the Land together with all playing fields and sub soil works (including stormwater and sewerage drains) built or installed by the Lessee or any agent, contractor or sublessee or licensee of the Lessee on the Land].***

[ ]

The above information is taken from the Lessee’s records as at [ ]]. A site inspection was not undertaken to compile this information.

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



Form F continued

Annexure Schedule

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Insert instrument type

Lease Instrument

ITEM 10 CLAUSE 16.5 NOTICE

To: [Post-Settlement Governance Entity] (“the Lessor”)

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 (“the Lessee”)

From: [Name of Mortgagee/Chargeholder] (“the Lender”)

The Lender acknowledges that in consideration of the Lessee accepting a lease from the Lessor of all the Land described in the Schedule to the Lease attached to this Notice which the Lender acknowledges will be for its benefit:

- (i) It has notice of the provisions of clause 16.5 of the Lease; and
(ii) It agrees that any Lessee’s Improvements (as defined in the Lease) placed on the Land by the Lessee at any time before or during the Lease shall remain the Lessee’s property at all times; and
(iii) It will not claim any interest in any Lessee’s Improvements under the security of its loan during the relevant period no matter how any Lessee’s Improvement may be fixed to the Land and regardless of any rule of law or equity to the contrary or any provisions of its security to the contrary; and
(iv) It agrees that this acknowledgement is irrevocable.

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

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

Form F continued

Annexure Schedule

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Insert instrument type

Lease Instrument

ITEM 11 CLAUSE 16.6 NOTICE

To: [Post-Settlement Governance Entity] ("the Lessor")

And to: The Secretary, Ministry of Education, National Office, PO Box 1666, WELLINGTON 6140 ("the Lessee")

From [Name of Mortgagee/Chargeholder] ("the Lender")

The Lender acknowledges that before it advanced monies to the Lessor under a security ("the Security") given by the Lessor over the Land described in the Schedule to the Lease attached to this Notice) it had notice of and agreed to be bound by the provisions of clause 16.6 of the Lease and that in particular it agrees that despite any provision of the Security to the contrary and regardless of how any Lessee's Improvement is fixed to the Land it:

- (i) will not claim any security interest in any Lessee's Improvement (as defined in the Lease) at any time; and
(ii) acknowledges that any Lessee's Improvements remain the Lessee's property at all times.

SCHEDULE

[ ]

[Form of execution by Lender]

[Date]

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

Form F *continued*

## Annexure Schedule

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*Insert instrument type*

Lease Instrument

**SCHEDULE B****1 Definitions**1.1 The term “**Lessor**” includes and binds:

- (a) the persons executing this Lease as Lessor; and
- (b) any Lessor for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessor and if more than one jointly and severally.

1.2 The term “**Lessee**” includes and binds:

- (a) the person executing this Lease as Lessee; and
- (b) all the Lessees for the time being under the Lease; and
- (c) all the respective executors, administrators, successors, assignees and successors in the title of each Lessee and if more than one jointly and severally.

1.3 “**Business Day**” means a day that is not:

- (a) a Saturday or Sunday; or
- (b) any day which is or becomes a public holiday under the Holidays Act 2003; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or

1.4 “**Crown**” has the meaning given in section 2(1) of the Public Finance Act 1989.1.5 “**Crown Body**” means:

- (a) a Crown entity (as defined by section 7(1) of the Crown Entities Act 2004); and
- (b) a State enterprise (as defined in section 2 of the State-Owned Enterprises Act 1986); and
- (c) the New Zealand Railways Corporation; and
- (d) a company or body that is wholly owned or controlled by one or more of the following:

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

Form F *continued*

## Annexure Schedule

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*Insert instrument type*

Lease Instrument

- (i) the Crown;
  - (ii) a Crown entity;
  - (iii) a State enterprise; and
  - (e) a subsidiary of, or related company to, a company or body referred to in clause 1.5(d).
- 1.6 **“Department”** has the meaning given in section 2 of the Public Finance Act 1989.
- 1.7 **“Education Purposes”** means any or all lawful activities necessary for, or reasonably related to, the provision of education.
- 1.8 **“Legislation”** means any applicable statute (including regulations, orders, rules or notices made under that statute and all amendments to or replacements of that statute), and all bylaws, codes, standards, requisitions or notices made or issued by any lawful authority.
- 1.9 **“Lessee’s Improvements”** means all improvements on the Land of any kind including buildings, sealed yards, paths, lawns, gardens, fences, playing fields, subsoil works (including stormwater and sewerage drains) and other property of any kind built or placed on the Land by the Lessee or any agent or sub-lessee or licensee of the Lessee whether before or after the Start Date of this Lease and includes those listed in Item 9 of Schedule A.
- 1.10 **“Lessee’s property”** includes property owned wholly or partly by a sublessee or licensee of the Lessee.
- 1.11 **“Maintenance”** includes repair.
- 1.12 **“Public Work”** has the meaning given in section 2 of the Public Works Act 1981.
- 1.13 **“Sublet”** and **“Sublease”** include the granting of a licence to occupy the Land or part of it.
- 2 Payment of Annual Rent**
- 2.1 The Lessee will pay the Annual Rent as set out in Item 3 of Schedule A.
- 2.2 The initial Annual Rent payable at the Start Date will be set at 6.5% of the Transfer Value of the Land.
- 2.3 The Transfer Value of the Land is equivalent to the market value of the Land exclusive of improvements less 20%.

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

**Form F** *continued***Annexure Schedule**

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Lease Instrument

**3 Rent Review**

When a party initiates the rent review process as set out in clause 3.5:

- 3.1 The proposed Annual Rent will be calculated on the basis of an Annual Rent of 6.5% of the lesser of:
- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
  - (b) the Nominal Value being:
    - (i) during the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
    - (ii) for subsequent Terms: a value based on 3.5% growth per annum of the reset Nominal Value as calculated in clause 3.4.
- 3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.
- 3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.
- 3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:
- (a) at the start date of every new Term; and
  - (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the Current Market Value of the Land as a School Site for the three consecutive Rent Review Dates or Lease renewal dates.
- 3.5 The rent review process will be as follows:
- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

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

Form F *continued*

## Annexure Schedule

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Lease Instrument

- (b) If the notified party accepts the notifying party's assessment in writing the Annual Rent will be the rent specified in the Rent Review Notice which will be payable in accordance with step (l) below.
- (c) If the notified party does not agree with the notifying party's assessment it has 30 Business Days after it receives the Rent Review Notice to issue a notice disputing the proposed new rent ("the Dispute Notice"), in which case the steps set out in (d) to (k) below must be followed. The Dispute Notice must specify a new Annual Rent, calculated in accordance with clause 3.1, which the notified party considers should be charged from that Rent Review Date, and be supported by a registered valuer's certificate.
- (d) Until the new rent has been determined or agreed, the Lessee will continue to pay the Annual Rent at the existing amount which had been payable up to the Rent Review Date.
- (e) The parties must try to agree on a new Annual Rent.
- (f) If a new Annual Rent has not been agreed within 20 Business Days of the receipt of the Dispute Notice then the new Annual Rent may be determined either:
- (i) by one party giving written notice to the other requiring the new Annual Rent to be determined by arbitration; or
  - (ii) if the parties agree, by registered valuers acting as experts and not as arbitrators as set out in steps (g) to (k) below.
- (g) Within 10 Business Days of receipt of the written notice each party will appoint a valuer and give written notice of the appointment to the other party. If the party receiving a notice fails to appoint a valuer within the 10 Business Day period then the valuer appointed by the other party will determine the new Annual Rent and that determination will be binding on both parties.
- (h) Within 10 Business Days of their appointments the two valuers must appoint an umpire who must be a registered valuer. If the valuers cannot agree on an umpire they must ask the president of the Property Institute of New Zealand Incorporated (or equivalent) to appoint an umpire.
- (i) Once the umpire has been appointed the valuers must try to determine the new Annual Rent by agreement. If they fail to agree within 40 Business Days (time being of the essence) the Annual Rent will be determined by the umpire.

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

**Form F** *continued***Annexure Schedule**

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Lease Instrument

- (a) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.
- (b) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (c) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (d) The new Annual Rent may at the option of either party be recorded in a variation of this Lease, at the cost of the party requesting that variation.

**2 Payment of Lessee Outgoings**

During the Term of this Lease the Lessee must pay the Lessee Outgoings specified in Item 5 of Schedule A directly to the relevant person.

**3 Valuation Roll**

Where this Lease is registered under section 91 of the Land Transfer Act 2017 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

**4 Utility Charges**

- 4.1 The Lessee must promptly pay to the relevant authority or supplier all utility charges including water, sewerage, drainage, electricity, gas, telephone and rubbish collection which are separately metered or charged in respect of the Land.
- 4.2 If any utility or service is not separately charged in respect of the Land then the Lessee will pay a fair and reasonable proportion of the charges.
- 4.3 If required to do so by the Lessor or any local authority the Lessee must at its own expense install any meter necessary to assess the charges for any utility or other service supplied to the Land.

**5 Goods and Services Tax**

The Lessee will pay the Lessor on demand the goods and services tax (GST) payable by the Lessor in respect of the Annual Rent and other payments payable by the Lessee under this Lease.

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

**Form F** *continued***Annexure Schedule**

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*Insert instrument type*

Lease Instrument

**6 Interest**

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

**7 Permitted Use of Land**

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

**8 Designation**

The Lessor consents to the Lessee requiring a designation or designations under the Resource Management Act 1991 for the purposes of the Permitted Use and maintaining that designation or those designations for the Term of this Lease.

**9 Compliance with Law**

The Lessee must at its own cost comply with the provisions of all relevant Legislation.

**10 Hazards**

10.1 The Lessee must take all reasonable steps to minimise or remedy any hazard arising from the Lessee's use of the Land and ensure that any hazardous goods are stored or used by the Lessee or its agents on the Land in accordance with all relevant Legislation.

10.2 Subject to clause 13, in the event the state of the Land is altered by any natural event including flood, earthquake, slip or erosion the Lessor agrees at its own cost to promptly address any hazards for the protection of occupants of the site and to remediate any hazards as soon as possible.

**11 Damage or Destruction****11.1 Total Destruction**

If the Land or the Lessee's Improvements or any portion thereof shall be destroyed or so damaged so as to render the Land or the Lessee's Improvements unsuitable for the Permitted Use to which it was put at the date of the destruction or damage (the "Current Permitted Use"), then either party may, within three months of the date of the damage, give the other 20 Business Days notice of termination, and the whole of the Annual Rent and Lessee Outgoings shall cease to be payable as from the date of the damage.

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



*Insert instrument type*

Lease Instrument

**11.2 Partial Destruction**

- (a) If the Land, or any portion of the Land, shall be damaged or destroyed but not so to render the Land or the Lessee's Improvements unfit for the Current Permitted Use then the Lessor shall, with all reasonable speed, repair such damage and reinstate the Land so as to allow the Lessee to repair and reinstate the Lessee's Improvements, as the case may be;
- (b) The whole (or a fair proportion, having regard to the nature and extent to which the Lessee can use the Land for the Current Permitted Use) of the Annual Rent and Lessee's Outgoings shall cease to be payable for the period starting on the date of the damage and ending on the date when:
- (i) the repair and reinstatement of the Land have been completed; and
  - (ii) the Lessee can lawfully occupy the Land.
- (c) If:
- (i) in the reasonable opinion of the Lessor it is not economically viable to repair and reinstate the Land; or
  - (ii) any necessary council consents shall not be obtainable,

then the term will terminate with effect from the date that either such fact is established.

**11.3 Natural Disaster or Civil Defence Emergency**

- (a) If there is a natural disaster or civil emergency and the Lessee is unable to gain access to all parts of the Land or to fully use the Land for its Current Permitted Use (for example, because the Land is situated within a prohibited or restricted access cordon or access to or occupation of the Land is not feasible as a result of the suspension or unavailability of services such as energy, water or sewerage) then the whole (or a fair proportion, having regard to the extent to which it can be put to its Current Permitted Use) of the Annual Rent and Lessee Outgoings shall cease to be payable for the period starting on the date when the Lessee became unable to gain access to the Land or to lawfully conduct the Current Permitted Use from the Land (as the case may be) and ending on the later date when:
- (i) such inability ceases; or
  - (ii) (if clause 13.2 applies) the date when the repair and reinstatement of the Land have been completed.

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

**Form F** *continued*

**Annexure Schedule**

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*Insert instrument type*

Lease Instrument

- (b) Where either clause 13.2 or clause 13.3(a) applies, the Lessee may, at its sole option, terminate this Lease if:
  - (i) the relevant clause has applied for a period of 6 months or more; or
  - (ii) the Lessee can at any time establish with reasonable certainty that the relevant clause will apply for a period of 6 months or more.

11.4 Any termination pursuant to this clause 13 shall be without prejudice to the rights of either party against the other.

11.5 Notwithstanding anything to the contrary, no payment of Annual Rent or Lessee Outgoings by the Lessee at any time, nor any agreement by the Lessee as to an abatement of Annual Rent and/or Lessee Outgoings shall prejudice the Lessee's rights under this clause 13 to:

- (a) assert that this lease has terminated; or
- (b) claim an abatement or refund of Annual Rent and/or Lessee Outgoings.

**12 Contamination**

12.1 When this Lease ends the Lessee agrees to remedy any Contamination caused by the use of the Land by the Lessee or its agents during the Term of the Lease by restoring the Land to a standard reasonably fit for human habitation.

12.2 Under no circumstances will the Lessee be liable for any Contamination on or about the Land which is caused by the acts or omissions of any other party, including the owner or occupier of any adjoining land.

12.3 In this clause "Contamination" means any change to the physical, biological, or chemical condition of the Land by a Contaminant and "Contaminant" has the meaning set out in section 2 of the Resource Management Act 1991.

**13 Easements**

13.1 The Lessee may without the Lessor's consent conclude (on terms no more favourable than this Lease) all easements or other rights and interests over or for the benefit of the Land which are necessary for, or incidental to, either the Permitted Use or to any permitted alterations or additions to the Lessee's Improvements and the Lessor agrees that it will execute any documentation reasonably required to give legal effect to those rights.

13.2 The Lessee agrees to take all steps necessary to remove at the Lessor's request at the end of the Lease any easement or other burden on the title which may have been granted after the Start Date of the Lease.

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

**Form F** *continued*

**Annexure Schedule**

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Lease Instrument

13.3 The Lessor must not cancel, surrender or modify any easements or other similar rights or interests (whether registered or not) which are for the benefit of or appurtenant to the Land without the prior written consent of the Lessee.

**14 Lessee's Improvements**

14.1 The parties acknowledge that despite any rule of law or equity to the contrary, the intention of the parties as recorded in the Deed of Settlement is that ownership of improvements whether or not fixed to the land will remain unaffected by the transfer of the Land, so that throughout the Term of this Lease all Lessee's Improvements will remain the Lessee's property.

14.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.

14.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.

14.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.

14.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.

14.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.

14.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.

14.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.

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

**Form F** *continued***Annexure Schedule**

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Lease Instrument

14.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.

**15 Rubbish Removal**

The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.

**16 Signs**

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

**17 Insurance**

17.1 The Lessee is responsible for insuring or self insuring any Lessee's Improvements on the Land.

17.2 The Lessee must ensure that any third party which is not the Crown or a Crown Body permitted to occupy part of the Land has adequate insurance at its own cost against all public liability.

**18 Fencing**

18.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.

18.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

**19 Quiet Enjoyment**

19.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.

19.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

**20 Assignment**

20.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:

(a) any Department or Crown Body; or

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

**Form F** *continued***Annexure Schedule**

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Lease Instrument

(b) any other party provided that the assignment complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

20.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).

20.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.

20.4 If following assignment the Land will no longer be used for Education Purposes the Lessor and new Lessee may renegotiate in good faith the provision setting the value of the land for rent review purposes, being clause 3.2 of this Lease.

**21 Subletting**

The Lessee may without the Lessor's consent sublet to:

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education and Training Act 2020 and the Public Works Act 1981 (if applicable).

**22 Occupancy by School Board of Trustees**

22.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education and Training Act 2020 and otherwise consistent with this Lease.

22.2 The Lessor agrees that the covenant for quiet enjoyment contained in clause 21 extends to any board of trustees occupying the Land.

22.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education and Training Act 2020 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

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

Form F *continued*

## Annexure Schedule

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*Insert instrument type*

Lease Instrument

**23 Lessee Break Option**

The Lessee may at any time end this Lease by giving not less than six months' notice in writing to the Lessor. At the end of the notice period the Lease will end and the Lessee will pay a further 12 months' rent to the Lessor, who agrees to accept that sum in full and final satisfaction of all claims, loss and damage which the Lessor could otherwise claim because the Lease has ended early, but without prejudice to any right or remedy available to the Lessor as a consequence of any breach of this Lease by the Lessee which occurred before the Lease ended.

**24 Breach**

Despite anything else in this Lease, the Lessor agrees that, if the Lessee breaches any terms or conditions of this Lease, the Lessor must not in any circumstances cancel this Lease or re-enter into possession but may seek such other remedies which are lawfully available to it.

**25 Notice of Breach**

25.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written

notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or
- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.

25.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.

**26 Renewal**

26.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed on the 21st anniversary of the Start Date for a further 21 year period unless the Lessee gives written notice to the Lessor at least six months before the expiry of the Lease Term that it does not wish the Lease to be renewed.

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

**Form F** *continued***Annexure Schedule**

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*Insert instrument type*

Lease Instrument

26.2 The renewed lease will be on the terms and conditions expressed or implied in this Lease, including this right of perpetual renewal, provided that either party may initiate the rent review process in accordance with clause 3.

**27 Right of First Refusal for Lessor's Interest**

27.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.

27.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.

27.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.

27.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and

if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.

27.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not required and the Lessee's right to purchase the land under clause 29 will not apply.

**28 Exclusion of Implied Provisions**

28.1 For the avoidance of doubt, the following covenants, conditions and powers implied in leases of land pursuant to Schedule 3 of the Property Law Act 2007 are expressly excluded from application to this Lease:

(a) Clause 11 – Power to inspect premises.

**29 Entire Agreement**

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

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

Form F *continued*

Annexure Schedule

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*Insert instrument type*

Lease Instrument

**30 Disputes**

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

**31 Service of Notices**

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

The Secretary for Education

Ministry of Education

PO Box 1666

WELLINGTON 6140

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

*[insert contact details]*

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

**32 Registration of Lease**

The parties agree that the Lessee may at its expense register this Lease under the Land Transfer Act 2017. The Lessor agrees to make title available for that purpose and consents to the Lessee caveating title to protect its interest in the Lease before registration.

**33 Costs**

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

**34 Limitation of Liability**

34.1 If any person enters into this lease as trustee of a trust, then that person warrants that:

- (a) that person has power to enter into this lease under the terms of the trust; and
- (b) that person has properly signed this lease in accordance with the terms of the trust; and

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



5: LEASE FOR LEASEBACK PROPERTY

**Form F** *continued*

- (c) that person has the right to be indemnified from the assets of the trust and that right has not been lost or impaired by any action of that person including entry into this lease; and
  - (d) all of the persons who are trustees of the trust have approved entry into this lease.
- 34.2 If that person has no right to or interest in any assets of the trust, except in that person's capacity as a trustee of the trust, then that person's liability under this lease will not be personal and unlimited but will be limited to the actual amount recoverable from the assets of the trust from time to time ("the limited amount").
- 34.3 If the right of that person to be indemnified from the trust assets has been lost or impaired, that person's liability will become personal but limited to the extent of that part of the limited amount which cannot be recovered from any other person.

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

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**6. RELATIONSHIP AGREEMENTS**

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**6.1 RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND  
GOVERNMENT ORGANISATIONS**

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**TE KAWENATA MATUA**

**NGĀ PIRINGA MAHITAHĪ O TE WHĀNAU A APANUI**

**ME**

**ĒTAHI KĀHUI KARAUNA**

**RELATIONSHIP AGREEMENT BETWEEN**

**TE WHĀNAU A APANUI**

**AND**

**GOVERNMENT ORGANISATIONS**

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Appendix One: Te Mana Raraunga Charter

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

1 HONONGA MATUA / PARTIES

1.1. The parties (each referred to as a **Party** and collectively as the **Parties**) to **Te Kawenata Matua**, this relationship agreement are:

1.1.1. The trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui (**Te Taumata**), the post-settlement governance entity who represent the hapū of Te Whānau a Apanui; and

1.1.2. The following New Zealand central government organisations, Crown entities and other agencies (**Government Organisations**):

- (a) Ministry of Justice / Te Tāhū o Te Ture;
- (b) New Zealand Police / Ngā Pirihimana o Aotearoa;
- (c) Department of Corrections / Ara Poutama Aotearoa;
- (d) Ministry for Children / Oranga Tamariki;
- (e) Ministry of Business, Innovation and Employment / Hīkina Whakatutuki;
- (f) Ministry of Education / Te Tāhuhu o te Mātauranga;
- (g) Tertiary Education Commission / Te Amorangi Mātauranga Matua;
- (h) Ministry of Health / Manatū Hauora;
- (i) Health New Zealand / Te Whatu Ora;
- (j) Māori Health Authority / Te Aka Whai Ora;
- (k) Ministry of Housing and Urban Development / Te Tūāpapa Kura Kāinga;
- (l) Ministry of Social Development / Te Manatū Whakahiato Ora;
- (m) Ministry of Primary Industries / Manatū Ahu Matua;
- (n) [New Zealand Transport Agency / Waka Kotahi];
- (o) [Ministry of Transport / Te Manatū Waka];
- (p) Department of Internal Affairs / Te Tari Taiwhenua, the agency responsible for:
  - (i) The National Library / Te Puna Mātauranga o Aotearoa; and
  - (ii) Archives New Zealand / Te Rua Mahara o Te Kāwanatanga;
- (q) The Museum of New Zealand / Te Papa Tongarewa;
- (r) Heritage New Zealand / Pouhere Taonga;
- (s) Ministry for Culture and Heritage / Manatū Taonga;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- (t) Statistics New Zealand / Tatauranga Aotearoa; and
- (u) Any other organisations who have agreed in writing to become a party to Te Kawenata Matua in accordance with clause 19 of Te Kawenata Matua.

**2 KUPU ARATAKI / PREAMBLE**

[Preamble i te reo Māori – to be inserted]

**3 TE WHAKAPAPA / BACKGROUND**

- 3.1. This relationship agreement aims to formalise and reset the relationship between Te Whānau a Apanui and the Crown in light of significant Crown breaches of Te Tiriti o Waitangi / the Treaty of Waitangi since 1840. The Crown and its systems have largely failed Te Whānau a Apanui. Te Kawenata Matua therefore aims to provide an initial set of scaffolding to be able to develop a mutually beneficial and Te Tiriti o Waitangi / the Treaty of Waitangi consistent relationship between the Parties moving into the future.
- 3.2. The experience of Te Whānau a Apanui in engaging with the Crown, to date, has been that the Crown through their Government Organisations, have been disjointed and they have operated in silos in respect of their approach to matters which interrelate between relevant Government Organisations.
- 3.3. The whole of systems approach, as facilitated by Te Kawenata Matua, provides a platform for the Parties to respond collectively to the needs and aspirations of members, whānau and hapū of Te Whānau a Apanui across different sectors and in relation to different aspects of their wellbeing.
- 3.4. The body of Te Kawenata Matua provides general statements of values and principles that will be the foundations of the relationship between Te Whānau a Apanui and Government Organisations. The Schedules of Te Kawenata Matua provide the terms of each specific relationship between Te Whānau a Apanui and Government Organisations with reference to particular kaupapa, such as justice, economic development, employment, health, housing, social development, primary industries and land transport.
- 3.5. The Kawenata Matua and the terms of a Schedule should be read together. However, in the event of any inconsistency between the body of Te Kawenata Matua and the terms of a Schedule, the terms of the Schedule will prevail.

**4 ARONGA / PURPOSE**

- 4.1. The purpose of Te Kawenata Matua is to:
  - 4.1.1. formalise a relationship between the Parties;
  - 4.1.2. establish a set of relationship principles to guide the Parties in developing a constructive and enduring working relationship; and
  - 4.1.3. provide a framework for engagement and collaboration between the Parties to work towards achieving the aspirations for Te Whānau a Apanui in a manner consistent with Te Whānau a Apanui's values.

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**5 NGĀ UARA O TE WHĀNAU A APANUI / TE WHĀNAU A APANUI STATEMENT OF VALUES**

- 5.1. Te Whānau a Apanui has adopted the following statement of values, which express, protect and recognise their mana. The Parties acknowledge that, for Te Whānau a Apanui, these values form the basis of Te Kawenata Matua with the Government Organisations.

*Toitu te Mana Atua*

The Atua is the spiritual source of life, tapu, mauri and mana that guides the hapū of Te Whānau a Apanui in all decisions.

*Toitu te Mana Motuhake*

The hapū of Te Whānau a Apanui have unbroken, inalienable and enduring self-determination over their territory and all that exists within it. In the context of Te Kawenata Matua, this is the exercise of autonomy and the right of the hapū of Te Whānau a Apanui to self-determine future outcomes for Te Whānau a Apanui, which arise from their enduring whakapapa and historical connections to their rohe.

*Toitu Te Tiriti o Waitangi*

Ngā hapū o Te Whānau a Apanui and the Crown are bound by the framework established in the sacred covenant signed between them in 1840, Te Tiriti o Waitangi.

In the context of the oranga of ngā hapū o Te Whānau a Apanui, the guarantee of tino rangatiratanga committed to in Te Tiriti o Waitangi requires the Crown (amongst other things) to actively recognise the rangatiratanga of ngā hapū o Te Whānau a Apanui, to protect their interests and wellbeing including positive intervention and to address disparities and restore balance. This must be done in good faith and with respect, upholding the principles of partnership through mana ki te mana and mahi ki te mahi relationships.

*Toitu te Oranga Whānui*

The hapū of Te Whānau a Apanui have a right and associated obligations to ensure their cultural, spiritual, physical, environmental, social and economic well-being through the exercise of their own tikanga and customary practices.

The oranga of the people of ngā hapū o Te Whānau a Apanui is contributed to by acknowledging, maintaining and upholding each person's mana, oranga, tapu and mauri. These concepts are inextricably linked and must be equally and actively sustained in order to ensure the wellbeing of ngā hapū o Te Whānau a Apanui.

Ngā hapū o Te Whānau a Apanui also have the right to exercise influence over persons carrying out activities within, or impacting upon, the physical, spiritual, cultural, economic and environmental wellbeing of their people.

*Toitu te Mana o Nga Hapū*

The hapū of Te Whānau a Apanui each possess their own mana, tikanga and kawa, however, collective obligations also exist to preserve the unity and mana of the tribe to ensure the wise management of the entire tribal territory.



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 5.2. The Parties acknowledge that the values at 5.1 are held by Te Whānau a Apanui and each Government Organisation may have their own values.

**6 NGĀ HERENGA MĀTĀPONO / RELATIONSHIP PRINCIPLES**

- 6.1. The Parties agree an enduring, co-operative and genuine working relationship is required to facilitate change to advance the well-being of all members of Te Whānau a Apanui. The following relationship principles will underpin the relationship between the Parties:

- 6.1.1. the Parties will uphold Te Tiriti o Waitangi / the Treaty of Waitangi;
- 6.1.2. the Parties agree to act in a manner that will recognise, respect, nurture, grow and celebrate the mana and rangatiratanga of the hapū of Te Whānau a Apanui;
- 6.1.3. the Parties will adopt a personal, positive, constructive, workable, practical and durable approach to the relationship between rangatira as well as the relationship with frontline workers and communities;
- 6.1.4. the Parties commit to the advancement of the well-being of all Te Whānau a Apanui, including those who reside outside of the rohe;
- 6.1.5. the Parties will work together to achieve outcomes consistent with Te Whānau a Apanui's general aspirations provided at clause 7.1 of Te Kawenata Matua and the specific aspirations of each kaupapa outlined in the Schedules;
- 6.1.6. the relationship between the Parties will be one that is free, frank, fearless, resilient, flexible and strategic;
- 6.1.7. the Parties acknowledge that the relationship will evolve over time; and
- 6.1.8. in accordance with the respective Schedules, the Parties will work together to agree aspirations and priorities and to co-design and co-deliver strategies, programmes, projects, systems and performance measures to facilitate change to advance the well-being of all members of Te Whānau a Apanui.

- 6.2. The Parties agree to be guided by the following standards in all dealings that they have in relation to, or in connection with, Te Kawenata Matua:

- 6.2.1. the respective Government Organisations will take reasonable steps to take a whole of systems approach and co-ordinate the overall Crown approach with the intention to ensure that it delivers the outcomes agreed with Te Taumata in relation to the specific kaupapa under each of the Schedules;
- 6.2.2. the Parties will maintain a "no surprises" approach by being open and transparent;
- 6.2.3. the Parties will act in good faith, fairly and with integrity, honesty and the highest level of accountability;
- 6.2.4. the Parties will respect the independence of the Parties and their respective mandates, roles and responsibilities;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 6.2.5. the Parties agree that data-driven decision-making, monitoring and evaluation is important to facilitate a whole of systems response;
- 6.2.6. the Parties will work together in a manner that recognises mana ki te mana and mahi ki te mahi relationships, ensuring the Parties are working at the appropriate levels with respect to relevant issues;
- 6.2.7. the Parties will address issues and discuss disagreements openly, directly, and confidently when they arise; and
- 6.2.8. the Parties recognise and acknowledge the benefits of working together by sharing their visions, knowledge and expertise.

**7 NGĀ TŪMANAKO O TE WHĀNAU A APANUI / TE WHĀNAU A APANUI ASPIRATIONS**

- 7.1. Te Whānau a Apanui hold the following aspirations:
  - 7.1.1. That the inherent mana and rangatiratanga of Te Whānau Apanui to apply their own tribal laws and tikanga over their rohe is being fully exercised and respected by all.
  - 7.1.2. That Te Whānau a Apanui determine their own social, cultural and economic development.
  - 7.1.3. That Te Whānau a Apanui have the capability and capacity to be self-determining and live in the way that they desire.
  - 7.1.4. That Te Whānau a Apanui whānau are thriving. This includes being:
    - (a) well housed;
    - (b) in good health;
    - (c) strong in their identity and connected to their culture (including te reo and Apanuitanga);
    - (d) well equipped for the future through excellent educational opportunities;
    - (e) meaningfully employed and having economic opportunities; and
    - (f) socially supported.
  - 7.1.5. That the mauri of all elements of the natural world within the rohe of Te Whānau a Apanui is strong and that these elements exist in sustainable balance.
  - 7.1.6. That Te Tiriti o Waitangi / the Treaty of Waitangi and the United Nations Declaration on the Rights of Indigenous Peoples are upheld.

**8 MANA KI TE MANA**

- 8.1. The Parties acknowledge that:
  - 8.1.1. the primary Te Tiriti / Treaty based “mana ki te mana” relationship is

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

personified by the hapū of Te Whānau a Apanui and the Crown, through its Ministers;

8.1.2. as part of that mana ki te mana relationship, the hapū of Te Whānau a Apanui have a right to engage directly with relevant Ministers as required; and

8.1.3. when requested by the hapū of Te Whānau a Apanui, the Government Organisation will make best endeavours to assist in facilitating a meeting between the hapū of Te Whānau a Apanui and relevant Ministers.

8.2. The Parties agree that a mana ki te mana type relationship will also exist between authorised representatives from the hapū of Te Whānau a Apanui and the Ministers of the Government Organisations (for example the Chair of Te Taumata and the Chief Executive of the Government Organisation). This reflects the practical need for the right people to be working with those at the right level for the relationship to be effective.

8.3. A primary contact for each Government Organisation should be identified. These may change over time as the relationship between the Parties, and the persons representing them, evolves. In which case, the Parties will endeavour to notify each other of such changes in writing as soon as practicable following the changes being made.

8.4. The processes and procedures that will be followed by Te Taumata and the Government Organisations to implement the mana to mana relationship are set out in each of the relevant Schedules to Te Kawenata Matua.

**9 MAHI KI TE MAHI**

9.1. At an operational level, to facilitate and implement decisions made at the mana ki te mana level, the Parties will ensure that a “mahi ki te mahi” relationship is also maintained as between the Parties. This will be a strategic and operational relationship.

9.2. This mahi space consists of those who will be involved in designing, implementing, monitoring and evaluating the agreed plans as contemplated in the Schedules to Te Kawenata Matua. A primary contact for each of the Parties should be identified.

9.3. The processes and procedures that will be followed by Te Taumata and the Government Organisations to implement the mahi to mahi relationship are set out in each of the relevant Schedules to Te Kawenata Matua.

**10 MAHI TAHI / COLLABORATION**

10.1. The Government Organisations and Te Taumata will work collaboratively on matters of common interest within the rohe of Te Whānau a Apanui and for members living outside the rohe, and will harness opportunities to promote the aspirations of Te Whānau a Apanui and enable Te Whānau a Apanui to support and contribute to the same.

10.2. Consistent with the principles set out at clauses 6.2.1 and 10.1, the Government Organisations will ensure that a representative, equivalent to a Deputy Chief Executive or above, will attend a triennial forum (i.e., every 36 months) of the collective Government Organisations with representatives for Te Taumata to discuss the implementation of Te Kawenata Matua (Triennial Meetings). The first Triennial Meeting will be held within 12 months of Te Kawenata Matua, and thereafter every 36 months, unless otherwise agreed.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 10.3. At the first Triennial Meeting, the representatives for the Parties will establish key strategic objectives for the relationship between the Parties. Unless otherwise agreed, for each Triennial Meeting the agenda will include:
- 10.3.1. review of the implementation of Te Kawenata Matua;
  - 10.3.2. reflection on the achievement of key strategic objectives for the Parties over the past 36 months;
  - 10.3.3. consideration of trends arising from implementation of the Data Work Plan, prepared in accordance with clause 11, for the past 36 months; and
  - 10.3.4. setting key strategic objectives for the upcoming 36 months.
- 10.4. The Triennial Meetings could also (amongst other matters) be used to discuss:
- 10.4.1. the relationship between the Parties and how it could be strengthened;
  - 10.4.2. progress on the implementation of any relevant initiatives/collaborations;
  - 10.4.3. opportunities to improve the implementation of the whole of systems approach underlying the Parties mahi; and
  - 10.4.4. any other relevant issues or concerns.

**11 RARAUNGA / DATA**

- 11.1. The Parties agree in principle that:
- 11.1.1. there is mutual benefit in the sharing of relevant data;
  - 11.1.2. subject to applicable laws and the legal rights and obligations of the relevant Parties, data will be shared, used and monitored by the Parties to generate insights and assess the effectiveness of systems and programmes to achieve aspirations of Te Whānau a Apanui;
  - 11.1.3. Te Whānau a Apanui consider that any data that is about or from the people, language, culture, resources or environment of Te Whānau a Apanui is a taonga to Te Whānau a Apanui;
  - 11.1.4. any data or information that is shared by the Parties will be appropriately managed to maintain trust between the Parties, to protect any commercial interests and sensitivities and the privacy of Te Whānau a Apanui and others; and
  - 11.1.5. in sharing data or information, the relevant Parties will take into account the principles of Māori data sovereignty (as developed by Te Mana Raraunga in the October 2018 Te Mana Raraunga Charter, and by Te Kāhui Raraunga in the May 2023 Māori Data Governance Model, attached as Appendix One).
- 11.2. Te Taumata will be assisted by the Government Organisations who, guided by the values and relationship principles in Te Kawenata Matua, will support the data needs and aspirations of Te Whānau a Apanui, including producing a Data Work Plan that may cover the gathering, monitoring and evaluation of Te Whānau a Apanui data that is held by government organisations.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 11.3. The Government Organisations will (subject to applicable laws, including but not limited to laws protecting the privacy of individuals):
- 11.3.1. work collaboratively to provide Te Taumata with Te Whānau a Apanui Data, particularly for the purposes of preparing and implementing the Data Work Plan, noting the importance of access and usability of data for Te Whānau a Apanui to make robust data informed decisions; and
  - 11.3.2. make best endeavours to share information in relation to, but not limited to, Government Organisations, or those contracted by them, engaged in work within the area of interest of Te Whānau a Apanui and statistics and other data of relevance to Te Whānau a Apanui. Any information that is shared is subject to clause 14.1.
- 11.4. For the avoidance of doubt, no party is expected to go beyond the bounds of their legal responsibilities or relevant laws, however there is an expectation of good faith, generosity, and willingness to go to the full extent of the law in sharing and protecting data.

**12 OFFICIAL INFORMATION**

- 12.1. The Government Organisations are subject to the requirements of the Official Information Act 1982 (**OIA**).
- 12.2. The Government Organisations may be required in accordance with the OIA to disclose information that they hold relating to Te Kawenata Matua (e.g., relationship meeting minutes).
- 12.3. The Government Organisations will notify Te Taumata and seek their views before releasing any information relating to Te Kawenata Matua. To avoid doubt, the feedback or views of Te Taumata must be provided to the relevant Government Organisation in a timely fashion, so that the Government Organisations can appropriately take into account the feedback and views of Te Taumata within the relevant and/or statutory timeframes for responding to the relevant request for information.

**13 WHAKAWHITIWHITI KŌRERO / COMMUNICATION AND ENGAGEMENT**

- 13.1. The Parties commit to maintaining on-going dialogue and will ensure timely and effective communications with each other from time to time as set out in the relevant Schedules and any relevant planning documents prepared in accordance with such Schedules.
- 13.2. The Parties will meet at such times as are necessary in accordance with the relevant Schedules to Te Kawenata Matua and in any relevant planning documents prepared in accordance with those Schedules.
- 13.3. The Parties acknowledge that while the preferred method of meeting is kanohi ki te kanohi, other ways of communicating (email, phone, teleconferencing, or videoconferencing) may be used.
- 13.4. The Government Organisations will make best endeavours to ensure:
- 13.4.1. they will, to the extent legally possible, provide Te Taumata with the best information available to make decisions regarding known areas of interest that directly impact Te Whānau a Apanui;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 13.4.2. when they provide information, it will be provided as soon as reasonably practicable and in a timely fashion;
- 13.4.3. they engage with Te Taumata in good faith to agree and progress the relevant planning documents and in accordance with the respective Schedules;
- 13.4.4. they will engage with Te Taumata in accordance with the relationship principles, and as soon as reasonably practicable in respect of any policy or programme that may directly impact on Te Whānau a Apanui, because it affects the Government Organisations' ability to fulfil any agreement to collaborate with Te Whānau a Apanui, or relates to any area in which Te Whānau a Apanui have expressed an interest; and
- 13.4.5. they will inform relevant staff of the contents of Te Kawenata Matua and their roles and responsibilities under it as soon as reasonably practicable.

**14 TAKIWĀ O TĒNEI WHAKAAETANGA / SCOPE OF TE KAWENATA MATUA**

- 14.1. Keeping in mind the spirit of Te Tiriti o Waitangi / the Treaty of Waitangi and good faith under which this agreement has been entered into:
  - 14.1.1. Te Taumata will make best endeavours to give effect to this Agreement, whilst recognising the tikanga the hapū of Te Whānau Apanui and subject to any applicable directive from the hapū of Te Whānau a Apanui; and
  - 14.1.2. the Government Organisations will make best endeavours to give effect to this Agreement, while recognising their legal obligations, finite capability, resources, and subject to any applicable Chief Executive, Ministerial or Cabinet directives.
- 14.2. In accordance with the relationship principles listed at clause 6 above, nothing in Te Kawenata Matua precludes the Parties from agreeing to explore opportunities beyond the express terms of Te Kawenata Matua.
- 14.3. Te Kawenata Matua is intended to further enhance existing relationships between the Government Organisations and Te Whānau a Apanui. Nothing in Te Kawenata Matua displaces any existing or future arrangements or relationships between the Parties or between any other iwi, hapū or whānau group from Te Whānau a Apanui with the Government Organisations.
- 14.4. The Parties acknowledge that Te Kawenata Matua will guide and assist all (now and in the future) separate direct relationships and arrangements held between hapū from Te Whānau a Apanui and the Government Organisations in their own right. Such relationships and arrangements will not be affected by Te Kawenata Matua and will not limit the ability of the hapū of Te Whānau a Apanui to continue to engage with the Government Organisations.

**15 WHAKATAU RARURARU / DISPUTE RESOLUTION**

- 15.1. Any issues or concerns arising out of Te Kawenata Matua shall be resolved by taking into account the principles of Te Kawenata Matua as set out in clause 6.
- 15.2. The Parties also commit to a resolution process that:
  - 15.2.1. enhances and promotes the mana and integrity of each Party;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 15.2.2. is open and transparent;
  - 15.2.3. promotes whanaungatanga, manaakitanga and kotahitanga; and
  - 15.2.4. applies kōrero Rangatira (open, principled trustworthy dialogue by Rangatira with authority to commit their organisation).
- 15.3. Any issues or concerns shall be resolved through a Te Whānau a Apanui tikanga based kanohi ki te kanohi discussion where possible in the first instance. This will require meeting in person to discuss and agree a process for the resolution of the matter.
- 15.4. If a Dispute is not resolved, or a process for resolving a Dispute is not agreed within [20] working days of an initial kanohi ki te kanohi discussion, then any Party to the dispute may refer that matter to mediation, by giving written notice to the other parties to the dispute (Mediation Notice). The mediator and the mediator's fee will be agreed by the Parties to the dispute. If they cannot so agree within [5] days of the Mediation Notice, then, upon written request of any party, [the President from time to time of the Arbitrators and Mediators Institute of New Zealand] or his or her nominee will appoint the mediator and determine the mediator's fee.
- 15.5. The Parties must continue to comply with their obligations under Te Kawenata Matua during the dispute resolution process.

**16 AROTAKE / REVIEW**

- 16.1. The Parties may agree to review the terms of Te Kawenata Matua from time to time, however, unless otherwise agreed, they commit to meeting at intervals of no longer than five years to consider the terms of Te Kawenata Matua and its Schedules and make amendments as necessary in accordance with clause 17.

**17 PANONITANGA / AMENDMENT**

- 17.1. Subject to clause 19, the terms of Te Kawenata Matua may be varied with the written agreement of all of the Parties.

**18 HAINATANGA / EXECUTION**

- 18.1. By signing Te Kawenata Matua, the undersigned Parties agree to be bound to the body of Te Kawenata Matua, and the relevant Schedule/s to Te Kawenata Matua that they have also signed below. For the avoidance of doubt, Government Organisations will only be bound to the terms of the Schedule or Schedules below that they have signed.

**19 ACCESSION OF GOVERNMENT ORGANISATIONS**

- 19.1. The Parties acknowledge that a number of New Zealand Central Government Organisations and their related Crown entities are not currently a party to Te Kawenata Matua.
- 19.2. Subject to Te Kawenata Matua of Te Taumata, the Parties consent to other New Zealand Central Government Organisations and their related Crown entities acceding to Te Kawenata Matua by way of a deed of accession between Te Taumata and the relevant New Zealand Central Government Organisation and its related Crown entities (if any).

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 19.3. Any New Zealand Central Government Organisation and its related Crown entities (if any) which accedes to Te Kawenata Matua will (within [6 months] of the date of that deed of accession) either:
- 19.3.1. accede to an existing kaupapa Schedule by way of a deed of accession between Te Taumata, the relevant New Zealand Central Government Organisation and its related Crown entities (if any) and the other Parties to that kaupapa Schedule; or
  - 19.3.2. develop a new kaupapa Schedule, to be agreed and signed by Te Taumata and the relevant New Zealand Central Government Organisation and its related Crown entities (if any).
- 19.4. Upon the accession of a New Zealand Central Government Organisation or its related Crown entities, Te Taumata will notify the other Parties within [60] working days of the date of that deed of accession.

Signed for and on behalf of **the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui** by their duly authorised signatories:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[INSERT CROWN SIGNATURE BLOCKS FOR THE GOVT ORGANISATIONS HERE]



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

**Appendix One: Te Mana Raraunga Charter and Māori Data Governance Model**

[to be inserted]

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**CONTENTS**

<b>SCHEDULE 1 – JUSTICE</b>	<b>X</b>
<b>SCHEDULE 2 – ECONOMIC DEVELOPMENT AND EMPLOYMENT</b>	<b>X</b>
<b>SCHEDULE 3 – EDUCATION</b>	<b>X</b>
<b>SCHEDULE 4 – HEALTH</b>	<b>X</b>
<b>SCHEDULE 5 – HOUSING</b>	<b>X</b>
<b>SCHEDULE 6 – SOCIAL DEVELOPMENT</b>	<b>X</b>
<b>SCHEDULE 7 – PRIMARY INDUSTRIES</b>	<b>X</b>
<b>SCHEDULE 8 – LAND TRANSPORT</b>	<b>X</b>
<b>SCHEDULE 9 – ORANGA TAMARIKI</b>	<b>X</b>
<b>SCHEDULE 10 – CULTURE AND HERITAGE</b>	<b>X</b>
<b>SCHEDULE 11 – STATISTICS</b>	<b>X</b>

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**SCHEDULE 1 – JUSTICE SECTOR**

**1 NGĀ HONONGA / PARTIES**

1.1. The parties to this Schedule are (each a **Party** and together the **Parties**):

1.1.1. Te Taumata o Ngā Hapū o Te Whānau a Apanui who represent the hapū of Te Whānau a Apanui (**Te Taumata**); and

1.1.2. the following Justice Agencies, including:

- (a) Ministry of Justice / Te Tāhū o Te Ture;
- (b) New Zealand Police / Ngā Pirihimana o Aotearoa;
- (c) Department of Corrections / Ara Poutama Aotearoa; and
- (d) Ministry for Children / Oranga Tamariki,

(the **Combined Justice Sector Agencies**).

**2 RELATIONSHIP AGREEMENT**

2.1. Te Taumata, the Combined Justice Sector Agencies and other Government Organisations are parties to a relationship agreement, dated on or about the date of this Justice Schedule (**Te Kawenata Matua**).

2.2. In the event of any inconsistency between Te Kawenata Matua and the terms of this Justice Schedule, the terms of this Schedule will prevail.

**3 NGĀ HERENGA MĀTĀPONO / JUSTICE SECTOR PRINCIPLES**

3.1. Te Taumata and the Combined Justice Sector Agencies agree that, in addition to the relationship principles outlined in the body of Te Kawenata Matua at clause 6, the following relationship principles, will underpin their relationship:

3.1.1. Kāwanatanga and rangatiratanga: that requires the Crown to acknowledge Te Whānau a Apanui control over their tikanga, and for Te Whānau a Apanui to be able to manage their own affairs in a way that aligns with their customs and values.

3.1.2. Active protection: that requires the Crown to protect Te Whānau a Apanui interests as far as is reasonable in the circumstances. The obligation to actively protect Te Whānau a Apanui interests is strengthened based on the knowledge of past historical wrongs done by the Crown and any prejudice that has affected subsequent generations.

3.1.3. Equity: that requires the Crown to positively intervene to address disparities that exist between Te Whānau a Apanui and others to restore balance.

3.1.4. Partnership and reciprocity: that indicates that the relationship is to be founded on good faith and respect. Significant inequities call for a more thorough exercise of the partnership that goes beyond the Crown simply consulting Te Whānau a Apanui to inform itself of their rights and interests. It requires the Crown and Te Whānau a Apanui to work together on the design

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

and implementation of strategies policies, practices and services that affect Te Whānau a Apanui, with preference for and Te Whānau a Apanui-centred programmes and initiatives.

**4 NGĀ TŪMANAKO / JUSTICE SECTOR ASPIRATIONS**

- 4.1. Te Taumata and the Combined Justice Sector Agencies are committed to producing better long-term outcomes for ngā uri o Te Whānau a Apanui across all dimensions of their development and wellbeing. They will use mana ki te mana and mahi ki te mahi methodologies to address structural and systemic constraints that contribute to the deprivation of that wellbeing for Te Whānau a Apanui generally by the justice system.
- 4.2. The Combined Justice Sector Agencies are committed to a strengthened Te Tiriti / Treaty based relationship with Te Whānau a Apanui and supporting the achievement of their aspirations for their people.
- 4.3. The relationship recorded in this Justice Sector Schedule will support the Parties to mediate and facilitate structural and systemic change so that the rights to social, economic and political justice afforded to ngā uri o Te Whānau a Apanui under Te Tiriti o Waitangi / the Treaty of Waitangi, the United Nations Declaration on the Rights of Indigenous Peoples, the New Zealand Bill of Rights Act 1990 and other legal instruments can be realised and achieved.

**5 NGĀ MAHERE / JUSTICE SECTOR PLANNING**

- 5.1. The following plans will be developed and agreed by Te Taumata and the Combined Justice Sector Agencies:
  - 5.1.1. a work plan detailing those things in paragraph 5.2 and optionally 5.3 of this Schedule and other matters including (but not limited to) the following:
    - (a) the work to be done;
    - (b) the persons that will carry out that work; and
    - (c) the timeframes for that work to be carried out.

(the **Justice Sector Work Plan**);
  - 5.1.2. a communications and engagement plan detailing how Te Taumata and the Combined Justice Sector Agencies will engage with each other and with other relevant te Tiriti partners and stakeholders in relation to the work to be done to achieve justice outcomes (the **Justice Sector Engagement Plan**).
- 5.2. The Justice Sector Work Plan will include:
  - 5.2.1. provision for the exchange of information and identification of opportunities for improving and achieving equitable justice outcomes for ngā uri o Te Whānau a Apanui;
  - 5.2.2. priorities for action to improve and achieve equitable justice outcomes for ngā uri o Te Whānau a Apanui;
  - 5.2.3. key indicators to be used for measuring success in achieving the objectives of the Justice Sector Work Plan; and

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 5.2.4. processes for identifying and agreeing funding and resources required to successfully deliver the Justice Work Plan.
  - 5.2.5. The Justice Sector Work Plan may include, amongst other things:
  - 5.2.6. strategies and programmes that will assist with building Te Whānau a Apanui capability and capacity for delivering projects to achieve equitable justice outcomes;
  - 5.2.7. methods for establishing a data platform to support evidence-based reporting;
  - 5.2.8. provisions for the acknowledgment and protection of the data sovereignty of Te Whānau a Apanui;
  - 5.2.9. identification of joint projects to address priorities for action in improving the relationship between Te Whānau a Apanui members and the Justice Sector;
  - 5.2.10. designing and implementing appropriate projects for Te Whānau a Apanui (including those referred to at Appendix A) and sourcing investment and funding for implementation of these projects; and
  - 5.2.11. monitoring and evaluating activities including agreeing measures for success or achievement of those activities.
- 5.3. Te Taumata and the Combined Justice Sector Agencies have already agreed on initial projects to be carried out as part of Tranche 1 of the Justice Sector Work Plan, which are provided for at **Appendix A** to this Schedule.

**6 MANA KI TE MANA / PROCESSES AND PROCEDURES**

- 6.1. With respect to this Justice Sector Schedule, a mana ki te mana relationship contemplated in the body of Te Kawenata Matua, will exist through the direct engagement between the trustees of Te Taumata and the relevant Chief Executives for the Combined Justice Sector Agencies.
- 6.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives.
- 6.3. With respect to this Justice Sector Schedule, those at this mana ki te mana level will, amongst other things, be jointly responsible for confirming approval of the following (including any amendments or revisions):
- 6.3.1. the Justice Sector Work Plan; and
  - 6.3.2. the Justice Sector Engagement Plan.
- 6.4. At this level Te Taumata and the Combined Justice Sector Agencies agree:
- 6.4.1. they will meet at least once annually to consider the progress of initiatives outlined in, and whether any amendments are required to, the Justice Sector Work Plan and / or the Justice Sector Engagement Plan; and
  - 6.4.2. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui and the Combined Justice Sector

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

Agencies in relation to the relationship recorded in Te Kawenata Matua and this Schedule.

**7 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

- 7.1. With respect to this Justice Sector Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts identified as per clause 9.2 of Te Kawenata Matua to design, implement, monitor and evaluate the plans that are prepared as contemplated by paragraph 5 of this Schedule.
- 7.2. With respect to this Justice Sector Schedule, those at the mahi ki te mahi level will work in partnership on the following to promote the objective of achieving equitable justice outcomes for ngā uri o Te Whānau a Apanui:
- 7.2.1. building a shared understanding of the justice system overall, and the specific parts where agencies hold responsibility, including the impact of the justice system on Te Whānau a Apanui and what matters to those living in the rohe, experiencing the justice system and using the services;
  - 7.2.2. using systems methodologies (including Cynefin) to understand the system and the opportunities to improve the system for the benefit of the Parties;
  - 7.2.3. designing, implementing, monitoring and evaluating justice programmes and systems affecting Te Whānau a Apanui, and engaging with Te Whānau a Apanui hapū and iwi to develop justice programmes and systems that reflect the interests and needs of Te Whānau a Apanui;
  - 7.2.4. considering already available resources including Hōkai Rangi, Te Huringa o Te Tai, Hāpaitia te Oranga Tangata, Hui Paneke and “Tū Mai te Rangi: Report on the Crown and Disproportionate Reoffending Rates” to inform the Justice Sector Work Plan;
  - 7.2.5. providing information about the resources that are available to support the mahi agreed to under this Justice Sector Schedule;
  - 7.2.6. informing those who they represent about the mahi agreed to under this Justice Sector Schedule;
  - 7.2.7. subject to applicable law and acknowledging the commercial sensitivities, limitations and abilities of agencies in data collection, sharing and analysing data and insights while protecting the privacy of the Combined Justice Sector agencies, Te Whānau a Apanui and others, and recognising the role of Māori data sovereignty (including where relevant, principles of Te Mana Raraunga in the October 2018 Te Mana Raraunga Charter, attached as Appendix One of Te Kawenata Matua);
  - 7.2.8. reviewing justice outcomes for Te Whānau a Apanui and the effectiveness of measures being taken; and
  - 7.2.9. developing for approval in accordance with paragraph 5.1 of this Justice Sector Schedule (including any amendments or revisions):
    - (a) the Justice Sector Work Plan; and

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

(b) the Justice Sector Engagement Plan.

- 7.3. At the mahi to mahi level Te Taumata and the Combined Justice Sector Agencies agree:
- 7.3.1. support and resourcing for the administration of engagement under the Agreement will be provided by the Combined Justice Sector Agencies and other relevant agencies. This includes the actual and reasonable costs and expenses incurred by Te Taumata towards preparing for and attending meetings scheduled under clause 7.3.2, subject to clause 7.4;
  - 7.3.2. meetings will occur as required in accordance with the Justice Sector Work Plan, at least biannually; and
  - 7.3.3. Parties may mutually agree in writing not to hold scheduled meetings.
- 7.4. Where Te Taumata seeks to be reimbursed for their actual and reasonable costs and expenses as provided under clause 7.3.1, the Parties agree the following will apply:
- 7.4.1. any claims for costs and expenses (e.g., travel for agreed meeting attendees) must be actual and reasonable and must be supported by receipts or other appropriate evidence; and
  - 7.4.2. costs are approved in writing in advance, in accordance with the relevant agency's or agencies' procurement policies and internal payment processes (including, without limitation, their requirements related to invoicing).
- 7.5. Other than agreed costs and expenses referenced in clauses 7.3.1 and 7.4, all Parties will meet their own costs in performing their obligations under this Schedule.
- 7.6. For the avoidance of doubt, identification and allocation of costs and expenses associated with participation in the Justice Work Plan and Justice Sector Engagement Plan are outside the scope of clauses 7.3.1 and 7.4 and will be determined in accordance with clauses 5.2.4 and 5.3.5 above.

**8 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 8.1. The contact person for the Combined Justice Sector Agencies for all matters relating to this Justice Schedule is [role or individual nominated by the Agencies].
- 8.2. The contact person for Te Taumata for all matters relating to this Justice Schedule is the [role or individual nominated by Te Taumata].
- 8.3. The contact persons named in paragraph 8.1 and paragraph 8.2 of this Schedule may change appropriately as Te Taumata, the Combined Justice Sector Agencies and their relationships evolve.
- 8.4. The Combined Justice Sector Agencies will engage with Te Taumata, where a policy or programme within its responsibilities will directly impact on Te Whānau a Apanui, particularly where it affects the Combined Justice Sector Agencies' ability to fulfil any agreement to collaborate with Te Whānau a Apanui, or is in an area of work in which Te Whānau a Apanui has expressed a particular interest.
- 8.5. Te Taumata will inform the Combined Justice Sector Agencies in good faith as soon as practicable about any circumstances which may affect the ability of Te Taumata to

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

deliver on any agreed actions in the Justice Work Plan.

- 8.6. Parties will maintain effective and efficient communication with each other on a continuing basis.

**9 PANONITANGA / AMENDMENT**

- 9.1. The terms of this Justice Sector Schedule may be varied with the written agreement of all of the undersigned Parties to this Schedule.

**10 HAINATANGA / JUSTICE SECTOR SCHEDULE – EXECUTION**

- 10.1. By signing this Justice Sector Schedule, the undersigned Parties agree to be bound to the body of Te Kawenata Matua, and this Justice Schedule. For the avoidance of doubt, Government Organisations will only be bound to the terms of the Schedule or Schedules of Te Kawenata Matua that they have signed.

Signed for and on behalf of **the trustees of Te Taumata** by their duly authorised signatories:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

[INSERT CROWN SIGNATURE BLOCKS FOR THE GOVT DEPARTMENTS HERE]



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

**APPENDIX A- NGĀ KAUPAPA / INITIAL PROJECTS**

[Insert initial agreed projects here]

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**SCHEDULE 2 - ECONOMIC DEVELOPMENT AND EMPLOYMENT**

**1 NGĀ HONONGA / PARTIES**

1.1. The parties to this Schedule will be as follows (each a **Party** and together the **Parties**):

1.1.1. Te Taumata o Ngā Hapū o Te Whānau a Apanui, the post settlement governance entity who represent the hapū of Te Whānau a Apanui (**Te Taumata**); and

1.1.2. The Ministry of Business, Innovation and Employment / Hīkina Whakatutuki (**MBIE**).

**2 NGĀ TŪMANAKO / ECONOMIC DEVELOPMENT AND EMPLOYMENT ASPIRATIONS**

2.1. Te Taumata seeks to work with MBIE on initiatives and interventions that will contribute to economic and social development and wellbeing of Te Whānau a Apanui, in particular in respect of:

2.1.1. transitioning to more renewable energy sources and developing more resilient supply chains in the Te Whānau a Apanui rohe;

2.1.2. supporting Te Whānau a Apanui rangatahi who are not in employment, education, or training to build workforce capacity and capability; and

2.1.3. initiatives to foster and invest in Māori economic development to support sustainable businesses, jobs and infrastructure in the Te Whānau a Apanui rohe that will contribute to regional growth.

2.2. The aspirations of Te Whānau a Apanui in respect of this Schedule is to develop an effective and enduring relationship with MBIE that will ensure that Te Whānau a Apanui:

2.2.1. are a strong, resilient and prosperous economic and employed community;

2.2.2. have the capability and capacity to be the driver of positive economic development and employment for their people; and

2.2.3. is recognised as holding the mana and autonomy to positively influence the economic development and employment outcomes of their people.

**3 NGĀ MAHERE / ECONOMIC DEVELOPMENT AND EMPLOYMENT PLANNING**

3.1. In order to achieve these aspirations, the following plans will be developed and agreed by Te Taumata and MBIE:

3.1.1. a work plan that will contain:

(a) the work to be done consistent with the aspirations in clause 2 above;

(a) the persons that will carry out that work; and

(b) the timeframes for that work to be carried out in.

(the **ED and Employment Work Plan**); and

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 3.1.2. a communications and engagement plan detailing how Te Taumata and MBIE will engage with each other and with relevant stakeholders in relation to the work to be done to achieve economic development and employment outcomes (the **ED and Employment Engagement Plan**).
- 3.2. The ED and Employment Work Plan will include, amongst other things:
  - 3.2.1. provision for the identification of relevant information to exchange;
  - 3.2.2. identification of opportunities for improving and achieving the economic development and employment aspirations of Te Whānau a Apanui;
  - 3.2.3. priorities for action to improve and achieve the economic development and employment aspirations of Te Whānau a Apanui;
  - 3.2.4. key indicators to be used for measuring success in achieving the objectives of the Work Plan; and
  - 3.2.5. processes for identifying and agreeing funding and resources required to successfully deliver the ED and Employment Work Plan, subject to Crown approval processes.
- 3.3. The ED and Employment Work Plan may include, amongst other things:
  - 3.3.1. strategies and programmes that will assist with building Te Whānau a Apanui capability and capacity for delivering projects to achieve economic development and employment aspirations for Te Whānau a Apanui;
  - 3.3.2. methods for establishing a data platform to support evidence-based reporting;
  - 3.3.3. provisions for the acknowledgment and protection of the data sovereignty of Te Whānau a Apanui;
  - 3.3.4. identification of joint projects to address priorities to achieve the economic development and employment aspirations of Te Whānau a Apanui;
  - 3.3.5. designing and implementing appropriate projects for Te Whānau a Apanui and addressing any resources required for implementation of these projects; and
  - 3.3.6. monitoring and evaluating activities including agreeing measures for success or achievement of those activities.

**4 MANA KI TE MANA / PROCESSES AND PROCEDURES**

- 4.1. With respect to this Economic Development and Employment Schedule, a mana ki te mana relationship contemplated in the body of Te Kawenata Matua, will exist through the direct engagement between the trustees of Te Taumata and the Chief Executive of MBIE.
- 4.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives.
- 4.3. With respect to this Economic Development and Employment Schedule, those at the mana to mana level will, amongst other things, mandate matters concerning this

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

Economic Development and Employment Schedule and be jointly responsible for approval of the following (including any amendments or revisions):

- 4.3.1. the ED and Employment Work Plan; and
- 4.3.2. the ED and Employment Engagement Plan.
- 4.4. At this level Te Taumata and MBIE agree:
  - 4.4.1. they will meet at least once annually to consider the progress of initiatives outlined in, and whether any amendments are required to, the ED and Employment Work Plan and / or the ED and Employment Engagement Plan; and
  - 4.4.2. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui and MBIE in relation to the relationship recorded in Te Kawenata Matua and this Schedule.

**5 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

- 5.1. With respect to this Economic Development and Employment Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts identified as per clause 9.2 of Te Kawenata Matua to design, implement, monitor and evaluate the plans that are prepared as contemplated by paragraph 3 of this Schedule.
- 5.2. With respect to this Economic Development and Employment Schedule, those at the mahi ki te mahi level will do the following:
  - 5.2.1. work in partnership on the following in order to promote the objective of achieving the economic development and employment aspirations of Te Whānau a Apanui:
    - (a) designing, implementing, monitoring and evaluating programmes and systems to achieve the economic development and employment aspirations of Te Whānau a Apanui;
    - (b) engaging with Te Whānau a Apanui hapū and iwi throughout the design and implementation process to ensure programmes and systems reflect the wants and needs of the community;
    - (c) providing information about the resources that are available to support the mahi agreed to under Te Kawenata Matua;
    - (d) informing those who they represent about the relevant work-streams that are being carried out in connection with and as a result of this Schedule;
    - (e) sharing and analysing data and insights while protecting the privacy and data sovereignty of Te Whānau a Apanui;
    - (f) reviewing economic development and employment outcomes for Te Whānau a Apanui and the effectiveness of measures being taken under this Schedule;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 5.2.2. work together to develop for approval in accordance with paragraph 4.3 of this Schedule (including any amendments or revisions):
- (a) the ED and Employment Work Plan; and
  - (b) the ED and Employment Engagement Plan.
- 5.3. At the mahi to mahi level Te Taumata and MBIE agree:
- 5.3.1. administrative support and resourcing in relation to engagement with this agreement will be provided by MBIE, including a contribution to costs towards preparing for, and attending agreed meetings between Te Taumata and MBIE. For the avoidance of doubt, administrative support means secretariat functions such as giving notice of meetings, preparing agenda, and preparing minutes;
  - 5.3.2. meetings will occur as required, at least biannually, with a preference for hui to occur kanohi ki te kanohi in the Te Whānau a Apanui rohe where possible; and
  - 5.3.3. Parties may, over certain periods of time, mutually agree not to hold meetings.

**6 HUI TAHI / CONTACT**

- 6.1. In relation to this Economic Development and Employment Schedule, Te Taumata and MBIE commit to (at least) the following engagements:
- 6.1.1. annual meetings of the mana ki te mana personnel in accordance with paragraph 4.4 of this Schedule;
  - 6.1.2. biannual meetings between the mahi ki te mahi personnel in accordance with paragraph 5.3 of this Schedule;
  - 6.1.3. the joint creation and approval of the ED and Employment Work Plan and the ED and Employment Engagement Plan; and
  - 6.1.4. other meetings as required and agreed by Te Taumata and the MBIE to provide for the implementation of the ED and Employment Work Plan, and the ED and Employment Engagement Plan.

**7 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 7.1. The contact person for the MBIE for all matters relating to this Schedule is [person or people nominated by MBIE].
- 7.2. The contact person for Te Taumata for all matters relating to this Schedule is the [role or individual nominated by Te Taumata].
- 7.3. The contact persons named in paragraph 7.1 and paragraph 7.2 of this Schedule may change appropriately as Te Taumata, MBIE and their relationships evolve.
- 7.4. MBIE will engage with Te Taumata where a policy or programme within its responsibilities will directly impact on Te Whānau a Apanui, because it affects the MBIE's ability to fulfil any agreement to collaborate with Te Whānau a Apanui, or is in an area of work in which Te Whānau a Apanui has expressed a particular interest.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 7.5. Te Taumata will inform MBIE in good faith as soon as practicable about any circumstances which may affect the ability of Te Taumata to deliver on any agreed actions in the ED and Employment Work Plan Work Plan.
- 7.6. Parties will maintain effective and efficient communication with each other on a continuing basis.

**8 PANONITANGA / AMENDMENT**

- 8.1. The terms of this Economic Development and Employment Schedule may be varied with the written agreement of all of the undersigned Parties to this Schedule.

**9 HAINATANGA / ECONOMIC DEVELOPMENT AND EMPLOYMENT SCHEDULE – EXECUTION**

- 9.1. By signing this Economic Development and Employment Schedule, the undersigned Parties agree to be bound to the body of Te Kawenata Matua, and this Economic Development and Employment Schedule. For the avoidance of doubt, Government Organisations will only be bound to the terms of the Schedule or Schedules of Te Kawenata Matua that they have signed.

Signed for and on behalf of **the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui** by their duly authorised signatories:

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6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**SCHEDULE 3 – EDUCATION**

**1 NGĀ HONONGA / PARTIES**

1.1. The parties to this Schedule will be as follows (each a **Party** and together the **Parties**):

1.1.1. Te Taumata o Ngā Hapū o Te Whānau a Apanui who represent the hapū of Te Whānau a Apanui (**Te Taumata**); and

1.1.2. the following Education Agencies, including:

(a) The Ministry of Education / Te Tāhuhu o te Mātauranga (**MOE**); and

(b) The Tertiary Education Commission / Te Amorangi Mātauranga Matua (**TEC**),

(the **Combined Education Sector Agencies**).

**2 NGĀ HERENGA MĀTĀPONO / EDUCATION PRINCIPLES**

2.1. Te Taumata and the Combined Education Sector Agencies agree that, in addition to the relationship principles outlined in the body of the Agreement at clause 6, the Parties will be guided by the following principles that underpin Ka Hikitia – Ka Hāpaitia | The Māori Education Strategy, which includes:

2.1.1. Excellent outcomes: to support Māori learners and their whānau to achieve excellent education outcomes.

2.1.2. Belonging: to ensure Māori learners and their whānau have a strong sense of belonging across the education system.

2.1.3. Strengths-based: to recognise and build on the strengths of Māori learners and their whānau.

2.1.4. Productive partnerships: to support strong relationships between learners and whānau, hapū, iwi, educators and others to support excellent outcomes.

2.1.5. Te Tiriti o Waitangi: to give practical effect to Te Tiriti o Waitangi / the Treaty of Waitangi in the education system.

**3 NGĀ TŪMANAKO / EDUCATION ASPIRATIONS**

3.1. The aspirations of Te Whānau a Apanui in respect of this Schedule is to develop an effective and enduring relationship with the Combined Education Sector Agencies that will ensure:

3.1.1. educational prosperity for their people, maintaining and upholding the tikanga, kawa and mātauranga of ngā hapū o Te Whānau a Apanui through whakapapa, ancestral attributes, whanaungatanga, histories, and customs associated with their rohe, including the land and sea;

3.1.2. that their uri have access to quality educational opportunities within and outside of their rohe. This includes (amongst other things):

(a) addressing the inequities that exist within the education system, and

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

- (b) to enable equal opportunities to achieve positive educational outcomes at all levels and in all qualifications, trades, crafts, expertise and other forums.

4 NGĀ MAHERE / EDUCATION PLANNING

4.1. The following plans will be developed and agreed by Te Taumata and the Combined Education Sector Agencies:

4.1.1. a work plan that will contain:

- (a) the work to be done;
- (b) the persons that will carry out that work; and
- (c) the timeframes for that work to be carried out in.

(the **Education Work Plan**); and

4.1.2. a communications and engagement plan detailing how Te Taumata and the Combined Education Sector Agencies will engage with each other and with relevant stakeholders in relation to the work to be done to achieve the education outcomes set out in the Education Work Plan (the **Education Engagement Plan**).

4.2. The Education Work Plan will include, amongst other things:

- 4.2.1. provision for the exchange of information and identification of opportunities for achieving improved education outcomes for Te Whānau a Apanui;
- 4.2.2. priorities for action to improve outcomes and achieve the education aspirations of Te Whānau a Apanui;
- 4.2.3. key indicators to be used for measuring success in achieving the objectives of the Education Work Plan; and
- 4.2.4. processes for identifying and agreeing funding and resources required to successfully deliver the Education Work Plan.

4.3. The Education Work Plan may include, amongst other things:

- 4.3.1. strategies and programmes that will assist with building Te Whānau a Apanui capability and capacity for delivering projects to achieve improved education outcomes;
- 4.3.2. methods for establishing a data platform to support evidence-based reporting;
- 4.3.3. provisions to take into account the data sovereignty of Te Whānau a Apanui;
- 4.3.4. identification of joint projects to address priorities to achieve the education aspirations of Te Whānau a Apanui;
- 4.3.5. designing and implementing appropriate projects for Te Whānau a Apanui and sourcing investment and funding for implementation of these projects; and



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 4.3.6. monitoring and evaluating activities including agreeing measures for success or achievement of those activities.

**5 MINISTERIAL ENGAGEMENT**

- 5.1. The Minister of Education and Te Whānau a Apanui will meet annually, to develop shared objectives for educational transformation, and to further explore the parameters of the education relationship schedule.
- 5.2. As required, other Ministers with education responsibilities may be invited to attend the annual meeting to provide direction to other levels of the arrangement.
- 5.3. For the avoidance of doubt, the Minister of Education is not a party to Te Kawenata Matua except for the purpose of clause 5.1 of this Education Schedule, and the other provisions of Te Kawenata Matua shall not apply to the Minister of Education.

**6 MANA KI TE MANA / PROCESSES AND PROCEDURES**

- 6.1. With respect to this Education Schedule, a mana ki te mana relationship contemplated in the body of Te Kawenata Matua, will exist through the direct engagement between the trustees of Te Taumata and the relevant Chief Executives for the Combined Education Sector Agencies.
- 6.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives.
- 6.3. With respect to this Education Schedule, those at the mana to mana level will, amongst other things, mandate matters concerning this Education Schedule and be jointly responsible for approval of the following (including any amendments or revisions):
- 6.3.1. the Education Work Plan; and
- 6.3.2. the Education Engagement Plan.
- 6.4. At this level Te Taumata and the Combined Education Sector Agencies agree:
- 6.4.1. they will meet at least once annually, unless agreed otherwise, to consider the progress of initiatives outlined in, and whether any amendments are required to, the Education Work Plan and / or the Education Engagement Plan;
- 6.4.2. the first meeting will take place within three months of a written request sent by Te Taumata to the Combined Education Sector Agencies; and
- 6.4.3. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui and the Combined Education Sector Agencies in relation to the relationship recorded in Te Kawenata Matua and this Schedule.

**7 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

- 7.1. With respect to this Education Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts identified as per clause 9.2 of Te Kawenata Matua to design, implement, monitor and evaluate the plans that are prepared as contemplated by paragraph 4 of this Schedule.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 7.2. With respect to this Education Schedule, those at the mahi ki te mahi level will do the following:
- 7.2.1. work in partnership on the following in order to promote the objective of achieving education aspirations of Te Whānau a Apanui:
- (a) designing, implementing, monitoring and evaluating programmes and systems to achieve the education aspirations of Te Whānau a Apanui;
  - (b) engaging with Te Whānau a Apanui hapū and iwi throughout the design and implementation process to ensure programmes and systems reflect the wants and needs of the community;
  - (c) providing information about the resources that are available to support the mahi agreed to under this Education Schedule;
  - (d) informing those who they represent about the mahi agreed to under this Education Schedule;
  - (e) sharing and analysing data and insights while taking into account the privacy and data sovereignty of Te Whānau a Apanui;
  - (f) reviewing education outcomes for Te Whānau a Apanui and the effectiveness of measures being taken under Te Kawenata Matua; and
- 7.2.2. work together to develop for approval in accordance with paragraph 6.3 of this Schedule (including any amendments or revisions):
- (a) the Education Work Plan; and
  - (b) the Education Engagement Plan.
- 7.3. At the mahi to mahi level Te Taumata and the Combined Education Sector Agencies agree:
- 7.3.1. the Combined Education Sector Agencies will make their best efforts to reduce the cost to Te Taumata of engaging for the purposes of this agreement. For example, meetings which are to be kanohi ki te kanohi will take place in the Te Whānau a Apanui rohe where possible;
- 7.3.2. meetings will occur as required, at least biannually;
- 7.3.3. the first such hui:
- (a) will be held kanohi ki te kanohi in the Te Whānau a Apanui rohe;
  - (b) MOE will:
    - (i) work with Te Taumata to develop the hui agenda,
    - (ii) provide relevant information it holds,
    - (iii) provide a minute taker for the hui, and
    - (iv) meet the costs of the hui.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 7.3.4. parties may, over certain periods of time, mutually agree not to hold meetings; and
- 7.3.5. that meetings will be co-chaired by a person nominated by Te Taumata and the Director for Education, or another official nominated by the Director of Education.

**8 HUI TAHI / CONTACT**

- 8.1. In relation to this Education Schedule, Te Taumata and the Combined Education Sector Agencies commit to (at least) the following engagements:
  - 8.1.1. annual meetings of the mana ki te mana personnel in accordance with paragraph 6.4 of this Schedule;
  - 8.1.2. biannual meetings between the mahi ki te mahi personnel in accordance with paragraph 7.3 of this Schedule;
  - 8.1.3. the joint creation and approval of the Education Work Plan and the Education Engagement Plan; and
  - 8.1.4. other meetings as required and agreed by Te Taumata and the Combined Education Sector Agencies to provide for the implementation of the Education Work Plan and the Education Engagement Plan.

**9 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 9.1. The contact person for the Combined Education Sector Agencies for all matters relating to this Education Schedule is the Director of Education for Bay of Plenty – Waiariki, supported by the Chief Advisor Treaty.
- 9.2. The contact person for the TEC for all matters relating to this Education Schedule is the Manager, Business and Partnerships.
- 9.3. The contact person for Te Taumata for all matters relating to this Education Schedule is the [role or individual nominated by the Te Taumata ].
- 9.4. The contact persons named in paragraphs 9.1 to 9.3 of this Schedule may change appropriately as Te Taumata, the Combined Education Sector Agencies and their relationships evolve.
- 9.5. The Combined Education Sector Agencies will engage with Te Taumata where a policy or programme within its responsibilities will directly impact on Te Whānau a Apanui, because it affects the Combined Education Sector Agencies ability to fulfil any agreement to collaborate with Te Whānau a Apanui, or is in an area of work in which Te Whānau a Apanui has expressed a particular interest.
- 9.6. Te Taumata will inform the Combined Education Sector Agencies in good faith as soon as practicable about any circumstances which may affect the ability of Te Taumata to deliver on any agreed actions in the Education Work Plan.
- 9.7. Parties will maintain effective and efficient communication with each other on a continuing basis.

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**10 PANONITANGA / AMENDMENT**

10.1. The terms of this Education Schedule may be varied with the written agreement of all of the undersigned Parties to this Schedule.

**11 HAINATANGA / EDUCATION SCHEDULE – EXECUTION**

11.1. By signing this Education Schedule, the undersigned Parties agree to be bound to the body of Te Kawenata Matua, and this Education Schedule. For the avoidance of doubt, Government Organisations will only be bound to the terms of the Schedule or Schedules of Te Kawenata Matua that they have signed.

Signed for and on behalf of **the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui** by their duly authorised signatories:

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## 6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

## SCHEDULE 4 – HEALTH

## 1 NGĀ HONONGA / PARTIES

- 1.1. The parties to this Health Schedule will be as follows (**Parties**):
- 1.1.1. Te Taumata o Ngā Hapū o Te Whānau a Apanui who represent the hapū of Te Whānau a Apanui (**Te Taumata**); and
  - 1.1.2. the following Health Agencies (the **combined Health Sector Agencies**):
    - (a) Manatū Hauora / Ministry of Health (**MOH**);
    - (b) Te Whatu Ora / Health New Zealand; and
    - (c) Te Aka Whai Ora / Māori Health Authority.

## 2 NGĀ HERENGA MĀTĀPONO / HEALTH PRINCIPLES

- 2.1. Te Taumata and the Combined Health Sector Agencies agree that, in addition to the relationship principles outlined in the body of Te Kawenata Matua at clause 6, the following principles will underpin their relationship recorded in this Schedule:
- 2.1.1. Te Whānau a Apanui have inherent mana and rangatiratanga in relation to their health and wellbeing.
  - 2.1.2. The “health and wellbeing of Te Whānau a Apanui” as referred to in this Health Schedule is the holistic oranga of ngā hapū o Te Whānau a Apanui and their uri and includes physical, spiritual, mental, cultural, social, economic and whānau wellbeing. Addressing the health and wellbeing of Te Whānau a Apanui will require collaboration across most Government Organisations.
  - 2.1.3. Te Taumata seek approaches to health and wellbeing services that are appropriate for ngā hapū o Te Whānau a Apanui and their uri, including where possible:
    - (a) services that are consistent with ngā tikanga o ngā hapū o Te Whānau a Apanui;
    - (b) services that are accessible regardless of place of residence, or financial capacity.
  - 2.1.4. The Combined Health Sector Agencies acknowledge the importance of access to data and information for Te Whānau ā Apanui, in an accessible form, about the services and performance of the publicly funded health sector where relevant to Te Whānau a Apanui.
  - 2.1.5. The relationship outlined in this Schedule between Te Taumata and the Combined Health Sector Agencies will be guided by the findings as set out by the Waitangi Tribunal in the Wai 2575 report: “Hauora: Report on Stage One of the Health Services and Outcomes Kaupapa Inquiry”:
    - (a) The guarantee of tino rangatiratanga, which provides for Māori self-determination and mana motuhake in the design, delivery and monitoring of health and disability services.

## 6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

- (b) The principle of equity, which requires the Crown to commit to achieving equitable health outcomes for Māori.
  - (c) The principle of active protection, which requires the Crown to act, to the fullest extent practicable, to achieve equitable health outcomes for Māori. This includes ensuring that it, its agents and its Treaty partner are well informed on the extent, and nature of, both Māori health outcomes and efforts to achieve Māori health equity.
  - (d) The principle of options, which requires the Crown to provide for and properly resource kaupapa Māori health and disability services. Furthermore, the Crown is obliged to ensure that all health and disability services are provided in a culturally appropriate way that recognises and supports the expression of hauora Māori models of care.
  - (e) The principles of partnership, which requires the Crown and Māori to work in partnership in the governance, design, delivery and monitoring of health and disability services. Māori must be co-designers, with the Crown, of the primary health system for Māori.
- 2.1.6. The Combined Health Sector Agencies must be guided by the health sector principles set out in section 7 of the Pae Ora Act.

## 3 NGĀ WHĀINGA / HEALTH OUTCOMES

- 3.1. The Combined Health Sector Agencies acknowledge the following values and aspirations for health-related outcomes (**Health Outcomes**) expressed by Te Taumata and agree to work with Te Taumata on these in accordance with the provisions of this Schedule:
- 3.1.1. Te Whānau a Apanui exercise mana motuhake and self-determination over the access to, and the availability and provision of, health and wellbeing services to their people.
  - 3.1.2. Te Whānau a Apanui have access to health and wellbeing services including primary care, hospital treatment, specialist care and mental health services and other forms of clinical care and treatment as necessary to meet their needs.
  - 3.1.3. Te Whānau a Apanui have equitable access to health and wellbeing services recognising the remote location of the Te Whānau a Apanui rohe (including provision for transport to and of required services and relevant specialists).
  - 3.1.4. The health and wellbeing of ngā hapū o Te Whānau a Apanui beyond clinical care and treatment is thriving, including (without limitation) housing, social development, employment, whānau ora, spiritual and cultural wellbeing, the provision of clean water and social infrastructure and any other contributory matters.
  - 3.1.5. Te Whānau a Apanui are empowered to promote, protect, educate their people on, and revitalise, the use and practice of customary and traditional forms of medicine and healing for their people.
  - 3.1.6. Te Whānau a Apanui participate in and develop relevant skills and experience to provide health and wellbeing services inside and outside of their rohe for their people.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 3.1.7. Te Whānau a Apanui exercise autonomy and have the authority to carry out their own public health responses as required, including having a direct relationship with any relevant public health authority or personnel.
  - 3.1.8. Te Whānau a Apanui have access to their personal information and data held by the Combined Health Sector Agencies so that they can make informed decisions in respect of their health and wellbeing and the services they consider should be provided to them.
  - 3.1.9. Health and wellbeing practices or initiatives in the rohe of Te Whānau a Apanui, should operate in a way that respects the autonomy and mana of ngā hapū o Te Whānau a Apanui.
- 3.2. Te Taumata may invite the Combined Health Sector Agencies to agree the Health Outcomes.

**4 NGĀ MAHERE / HEALTH PLANNING**

- 4.1. The Parties acknowledge each other's strategies and priorities, including the Health Outcomes expressed by Te Taumata.
- 4.2. The Parties will work together to support these strategies and priorities through a jointly agreed work plan (the Health Work Plan).
- 4.3. Within 12 months of signing the deed of settlement, the Parties will meet in the rohe of Te Whānau a Apanui to discuss and agree to the requirements to support the development of a Health Work Plan (the first meeting).
- 4.4. The expectation is that within 12 months of the first meeting, a second meeting will be held with the Parties to confirm the plan. To that extent:
  - 4.4.1. The Health Work Plan will be co-designed by the Parties; and
  - 4.4.2. The development phase of the Health Work Plan may include:
    - 4.4.3. provision for the exchange of information and identification of opportunities for improving and achieving health equity for ngā uri o Te Whānau a Apanui;
      - (a) identifying what support is required of the Combined Health Sector Agencies to support the aspirations of Te Taumata to conduct a Needs Assessment;
      - (b) identifying priorities for action to improve and achieve equitable health outcomes for ngā uri o Te Whānau a Apanui;
      - (c) identifying key indicators to be used for measuring success in achieving the objectives of the Health Work Plan (Key Measurables); and
      - (d) identifying and agreeing resourcing needs and responsibilities.
  - 4.4.4. It is envisaged that the Health Work Plan will provide for:
    - (a) a communications and engagement plan detailing how Te Taumata and the Combined Health Sector Agencies will engage with each other and with relevant stakeholders in relation to the work to be done;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- (b) the work to be done to meet the key priorities identified in the development phase of the Health Work Plan;
- (c) the persons that will carry out that work, including key persons (at a regional and national level) that will need to be engaged and involved to meet the key priorities identified in the development phase of the Health Work Plan;
- (d) the timeframes for that work to be carried out in;

4.4.5. It is further envisaged that the Health Work Plan may provide for:

- (a) strategies and programmes that will assist with building Te Whānau a Apanui capability and capacity in health;
- (b) identification of joint projects to address priorities for action in improving the health of Te Whānau a Apanui;
- (c) provisions for the acknowledgment and protection of the data sovereignty of Te Whānau a Apanui;
- (d) development and delivery of Te Whānau a Apanui appropriate services, models of care and support, and sourcing investment and funding for these;
- (e) monitoring and evaluation activities including agreeing measures for success or achievement of those activities;
- (f) development of best practice, tools and resources to achieve health equity; and
- (g) initiatives for inclusion in Whakamaua: The Māori Health Action Plan 2020-2025.

**5 MANA KI TE MANA PROCESSES**

- 5.1. With respect to this Health Schedule, a mana ki te mana relationship contemplated in the body of Te Kawenata Matua will also exist through the direct engagement between the trustees of Te Taumata and the Chief Executives or Boards of the Combined Health Sector Agencies.
- 5.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives.
- 5.3. With respect to this Health Schedule, those at the mana ki te mana level will, amongst other things, mandate matters concerning this Health Schedule and be jointly responsible for the approval of the following (including any amendments or revisions):
  - 5.3.1. the Health Work Plan; and
  - 5.3.2. the Health Engagement Plan.
- 5.4. At this level Te Taumata and the Combined Health Sector Agencies agree:
  - 5.4.1. they will meet at least once annually to consider the progress of initiatives outlined in, and whether any amendments are required to, the Health Work Plan and / or the Health Engagement Plan; and



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 5.4.2. in respect of the Combined Health Sector Agencies will report to Te Taumata as agreed in the Health Work Plan; and
  - 5.4.3. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui and the Combined Health Sector Agencies with respect to the relationship recorded in Te Kawenata Matua and this Health Schedule.
- 5.5. For the avoidance of doubt:
- 5.5.1. Te Whānau a Apanui may choose to continue to maintain membership of Te Rūnanga Hauora Māori o te Moana ā Toi as a regular forum for engagement and their continued membership will not have any influence or effect on the relationship and engagements recorded in this Health Schedule (alongside and in parallel to any of the other engagements contemplated in this Health Schedule).

**6 MAHI KI TE MAHI PROCESSES**

- 6.1. With respect to this Health Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts identified as per clause 6.2 of Te Kawenata Matua to design, implement, monitor and evaluate the Health Work Plan.
- 6.2. With respect to this Health Schedule, those at the mahi ki te mahi level will work in partnership with Te Taumata to develop and co-design, for approval at the mana ki te mana level, (including any amendments or revisions):
  - 6.2.1. the Health Work Plan;
  - 6.2.2. the Health Engagement Plan; and
  - 6.2.3. any plans the Parties agree.
- 6.3. At the mahi to mahi level Te Taumata and the Combined Health Sector Agencies agree:
  - 6.3.1. with regard to resourcing and support:
    - (a) Manatū Hauora will cover reasonable costs associated with holding of the first meeting (including reasonable costs incurred by Te Taumata), as per clause 4.3 of this Health Schedule, with additional support from Te Whatu Ora and Te Aka Whai Ora as required; and
    - (b) each Health Sector Agency will cover travel and accommodation costs for their respective representatives to attend the first hui; and
    - (c) future resourcing needs to support Te Kawenata Matua and Health Schedule will be discussed and agreed at the first hui between the Combined Health Sector Agencies and Te Taumata; and
  - 6.3.2. meetings will occur as required, at least biannually; and
  - 6.3.3. parties may, over certain periods of time, mutually agree not to hold meetings.

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**7 TAKIWĀ O TĒNEI ĀPITIHINGA / SCOPE OF THIS HEALTH SCHEDULE**

- 7.1. This Health Schedule will ensure that ngā hapū o Te Whānau a Apanui sustain a meaningful relationship and direct engagement with the Combined Health Sector Agencies.
- 7.2. The Parties acknowledge the significant interest of Ngā Hapū o Te Whānau a Apanui in the Te Kaha Clinic as an integral part of the delivery of health services in the Te Whānau a Apanui rohe. Any review of the Te Kaha Clinic's funding, where the rights and interests of Ngā Hapū o Te Whānau a Apanui are impacted, will be carried out in accordance with the principles and processes contained in Te Kawenata Matua.
- 7.3. In the event that there are any fundamental changes to the management of health in the Bay of Plenty District following the signing of this Health Schedule, this will not affect the obligations of the Combined Health Sector Agencies, and such obligations will continue to apply to those Combined Health Sector Agencies, including to any successors if relevant.

**8 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 8.1. The contact person for the Combined Health Sector Agencies for all matters relating to this Health Schedule is [Deputy Director General Māori Health, Manatū Hauora]. Direct Agency contacts are listed as follows:
  - 8.1.1. Manatū Hauora - Deputy Director General Māori Health
  - 8.1.2. Te Whatu Ora - Maiaka Whakaruruhau Tikanga | Chief of Tikanga
  - 8.1.3. Te Aka Whai Ora – Maiaka | Deputy Chief Executive, Mātauranga Māori
- 8.2. The contact person for Te Taumata for all matters relating to this Health Schedule is the [role or individual nominated by the Te Taumata].
- 8.3. The contact persons named in paragraph 8.1 of this Health Schedule may change appropriately as Te Taumata, the Combined Health Sector Agencies and their relationships evolve.
- 8.4. The Combined Health Sector Agencies will engage with Te Taumata where a policy or programme within its responsibilities will directly impact on Te Whānau a Apanui because it affects the Agencies' ability to fulfil any agreement to collaborate with Te Whānau a Apanui or is in an area of work in which Te Whānau a Apanui has expressed a particular interest.
- 8.5. The Parties will inform each other in good faith as soon as practicable about any circumstances which may affect their ability to deliver on any agreed actions in the Health Work Plan.
- 8.6. Parties will maintain effective and efficient communication with each other on a continuing basis.

**9 PANONITANGA / AMENDMENT**

- 9.1. The terms of this Health Schedule may be varied with the written agreement of all of the undersigned Parties to this Schedule.

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

10 HAINATANGA / HEALTH SCHEDULE- EXECUTION

- 10.1. By signing this Health Schedule, the undersigned Parties agree to be bound to the body of Te Kawenata Matua, and this Health Schedule. For the avoidance of doubt, Government Organisations will only be bound to the terms of the Schedule or Schedules of Te Kawenata Matua that they have signed.

Signed for and on behalf of **the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui** by their duly authorised signatories:

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## 6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

## SCHEDULE 5 – HOUSING

## 1 NGĀ HONONGA / PARTIES

- 1.1. The parties to this Schedule will be as follows (each a **Party** and together the **Parties**):
- 1.1.1. Te Taumata o Ngā Hapū o Te Whānau a Apanui who represent the hapū of Te Whānau a Apanui (**Te Taumata**); and
- 1.1.2. The Ministry of Housing and Urban Development / Te Tūāpapa Kura Kāinga (**Te Tūāpapa Kura Kāinga**).

## 2 NGĀ HERENGA MĀTĀPONO / HOUSING PRINCIPLE

- 2.1. Te Taumata o Apanui and Te Tūāpapa Kura Kāinga agree that, in addition to the relationship principles outlined in the body of Te Kawenata Matua at clause 6, the Parties will be guided by the following relationship principles identified in the MAIHI Ka Ora – National Māori Housing strategy, (**MAIHI Ka Ora**) for Māori housing for the next 30 years. Maihi Ka Ora takes Te Maihi o te Whare Māori – Māori and Iwi Housing Innovation Framework for Action (**MAIHI**) which is a whole of system approach and elevates it to provide the strategic direction for the whole Māori housing system.
- 2.2. The MAIHI principles identify Te Mauri o te whānau at the centre of Crown responses – that is the life force of the whānau being centre to build strength and resilience from within, and includes:

MAIHI Principles	Principles applied to the relationship
<i>Mauri</i> : enabling the life force, an essence for revival and fulfilment to be sustained in wellbeing	We prioritise a whānau-centred approach that places whānau at the heart of our actions, services and programmes. Working together for this common goal means we can achieve more housing aspirations and outcomes for New Zealand than if we act alone.
<i>Tikanga</i> : doing things right, being in the right place at the right time	Tikanga provides a platform and approach for the way we agree to work together. It embraces the spirit of co-operation, respectful and honest behaviour and a ‘no surprises’ approach that preserves and strengthens the integrity of our relationship. It also means that we agree to <i>not do anything</i> that would cause the other Party to breach applicable laws.
<i>Whanaungatanga</i> : delivery services for Māori through a whakapapa lens	We recognise the importance of whānau, kinship ties, intergenerational connections and enduring relationships that lead to the provision of practical support. Together we will support this foundation that enables whānau to flourish, grow and experience love, support and protection.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

<i>Manaakitanga</i> : key mechanisms of engaging and building relationships	We aim to build high-trust and strategic partnerships so that whānau aspirations are enhanced and they can live in a safe, secure, warm and comfortable home. This approach is built on demonstrating respect, generosity and caring for others.
<i>Whakamana</i> : empowering whānau intergenerationally	We will actively seek to include the experience and voices of whānau in the design and delivery of programmes and services. Our collaborative efforts will be anchored in positive impacts and outcomes for whānau that restores and enhances their mana.
<i>Tino Rangatiratanga</i> : self-determination of self sufficiency through creating your own sense of belonging	We agree to work together to ensure that whānau are in the 'driver's seat' and supported to determine their future housing aspirations and how their needs are met, in a way that makes sense for them.

**3 NGĀ TŪMANAKO / HOUSING ASPIRATIONS**

- 3.1. Aspirations for Te Taumata o Apanui in respect to this Schedule are to develop an effective and enduring relationship with Te Tūāpapa Kura Kāinga that will ensure:
- 3.1.1. there is urgency in responding to the limited housing supply within the rohe of Te Whānau a Apanui;
  - 3.1.2. there are resources and opportunities available for Te Taumata o Apanui to lead affordable housing solutions;
  - 3.1.3. there are local solutions for people experiencing homelessness within the rohe of Te Whānau a Apanui including adequate supply of public housing and affordable rentals;
  - 3.1.4. there is support for providers of services to respond to both the physical realities or being without a home, and also to the cultural, emotional and spiritual disconnection from kāinga and whenua; and
  - 3.1.5. there is support for Te Taumata o Apanui to develop its capacity and capability to work across the housing sector in a way that responds effectively to suit the needs of ngā hapū o Te Whānau a Apanui within the rohe with a particular focus on accessibility to suitable housing in remote areas, building resilience and adapting to the impacts of climate change including rising sea-levels or coastal inundation and housing affordability.

**4 NGĀ MAHERE / HOUSING PLANNING**

- 4.1. The following plans will be developed and agreed by Te Taumata o Apanui and Te Tūāpapa Kura Kāinga:
- 4.1.1. a work plan that will contain:
    - (a) the work to be done;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- (b) the persons that will carry out that work; and
- (c) the timeframes for that work to be carried out in.

(the **Housing Work Plan**); and

- 4.1.2. a communications and engagement plan detailing how Te Taumata o Apanui and Te Tūāpapa Kura Kāinga will engage with each other and with relevant stakeholders in relation to the work to be done to achieve housing outcomes (the **Housing Engagement Plan**).
- 4.2. The Housing Work Plan will include, amongst other things:
- 4.2.1. provision for the exchange of information and identification of opportunities for improving and achieving the housing outcomes of Te Whānau a Apanui;
  - 4.2.2. priorities for action to improve and achieve the housing aspirations of Te Whānau a Apanui; and
  - 4.2.3. processes for identifying and agreeing funding and resources required to successfully deliver the Housing Work Plan.
- 4.3. The Housing Work Plan may include, amongst other things:
- 4.3.1. key indicators to be used for measuring success in achieving the objectives of the Housing Work Plan;
  - 4.3.2. strategies and programmes that will assist with building Te Whānau a Apanui capability and capacity for delivering projects to achieve housing outcomes;
  - 4.3.3. methods for establishing a data platform to support evidence-based reporting;
  - 4.3.4. provisions for the acknowledgement and protection of the data sovereignty of Te Whānau a Apanui;
  - 4.3.5. identification of joint projects to address priorities to achieve the housing aspirations of Te Whānau a Apanui;
  - 4.3.6. designing and implementing appropriate projects for Te Whānau a Apanui and sourcing investment and funding for implementation of these projects; and
  - 4.3.7. monitoring and evaluating activities including agreeing measures for success or achievement of those activities; and
  - 4.3.8. outcomes or data from projects, including those that relate to Te Tūāpapa Kura Kāinga funds, to the extent they are relevant to the housing aspirations of Te Whānau a Apanui.

**5 MANA KI TE MANA / PROCESSES AND PROCEDURES**

- 5.1. With respect to this Housing Schedule, a mana ki te mana relationship contemplated in the body of Te Kawenata Matua, will exist through the direct engagement between the trustees of Te Taumata o Apanui and the Chief Executive of Te Tūāpapa Kura Kāinga.
- 5.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 5.3. With respect to this Housing Schedule, those at this mana ki te mana level will, amongst other things, mandate matters concerning this Housing Schedule and be jointly responsible for approval of the following (including any amendments or revisions):
- 5.3.1. the Housing Work Plan; and
  - 5.3.2. the Housing Engagement Plan.
- 5.4. At this level Te Taumata o Apanui and Te Tūāpapa Kura Kāinga agree:
- 5.4.1. they will meet at least once annually, unless agreed otherwise, to consider the progress of initiatives outlined in, and whether any amendments are required to, the Housing Work Plan and / or the Housing Engagement Plan;
  - 5.4.2. the first meeting will take place within three months of a written request sent by Te Taumata o Apanui to Te Tūāpapa Kura Kāinga;
  - 5.4.3. they will meet their own costs and expenses associated of its representatives attending; and
  - 5.4.4. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui and Te Tūāpapa Kura Kāinga in relation to the relationship recorded in Te Kawenata Matua and this Schedule.

**6 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

- 6.1. With respect to this Housing Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts identified as per clause 9.2 of Te Kawenata Matua to design, implement, monitor and evaluate the plans that are prepared as contemplated by paragraph 4 of this Schedule.
- 6.2. With respect to this Housing Schedule, those at the mahi ki te mahi level will do the following:
- 6.2.1. work in partnership on the following in order to promote the objective of achieving housing aspirations of Te Whānau a Apanui:
    - (a) designing, implementing, monitoring and evaluating programmes and systems that reflect the wants and needs of the community, to achieve the housing aspirations of Te Whānau a Apanui;
    - (b) providing information about resources that are available to support the mahi agreed to under this Housing Schedule;
    - (c) informing those who they represent about the mahi agreed to under this Housing Schedule; and
    - (d) sharing and analysing data and insights while protecting the privacy and data sovereignty of Te Whānau a Apanui.
  - 6.2.2. Work together to develop for approval in accordance with paragraph 4.2 of this Schedule (including any amendments or revisions):
    - (a) the Housing Work Plan; and
    - (b) the Housing Engagement Plan.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 6.3. At the mahi to mahi level Te Taumata o Apanui and Te Tūāpapa Kura Kāinga agree:
- 6.3.1. meetings will occur as required, at least bi-annually, with a preference for the bi-annual hui to occur kanohi ki te kanohi in the rohe of Te Whānau a Apanui; and
  - 6.3.2. Te Tūāpapa Kura Kāinga will make a one-off contribution of up to Five Thousand Dollars (\$5,000) (GST excl) to Te Taumata o Apanui to cover reasonable venue costs, travel and accommodation and any other related costs associated with holding the first bi-annual hui (referred to in clause 6.3.1) of this Schedule.

**7 HUI TAHI / CONTACT**

- 7.1. In relation to this Housing Schedule, Te Taumata o Apanui and Te Tūāpapa Kura Kāinga commit to (at least) the following engagements:
- 7.1.1. annual meetings of the mana ki te mana personnel in accordance with paragraph 5.4 of this Schedule;
  - 7.1.2. biannual meetings between the mahi ki te mahi personnel in accordance with paragraph 6.3 of this Schedule;
  - 7.1.3. the joint creation and approval of the Housing Work Plan and the Housing Engagement Plan; and
  - 7.1.4. other meetings as required and agreed by Te Taumata o Apanui and Te Tūāpapa Kura Kāinga to provide for the implementation of the Housing Work Plan and the Housing Engagement Plan.

**8 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 8.1. The contact person for Te Tūāpapa Kura Kāinga for all matters relating to this Housing Schedule is Deputy Chief Executive, Deputy Chief Executive, Tumuaki - Te Kāhui Māori Housing, or another official nominated by the Chief Executive.
- 8.2. The contact person for Te Taumata o Apanui for all matters relating to this Housing Schedule is the [role or individual nominated by Te Taumata o Apanui].
- 8.3. The contact persons named in paragraph 8.1 and paragraph 8.2 of this Schedule may change appropriately as Te Taumata o Apanui, Te Tūāpapa Kura Kāinga and their relationships evolve.
- 8.4. Te Tūāpapa Kura Kāinga will engage with Te Taumata o Apanui where a policy or programme within its responsibilities will directly impact on Te Whānau a Apanui, because it affects Te Tūāpapa Kura Kāinga's ability to fulfil any agreement to collaborate with Te Whānau a Apanui, or is in an area of work in which Te Whānau a Apanui has expressed a particular interest.
- 8.5. Te Taumata o Apanui will inform Te Tūāpapa Kura Kāinga in good faith as soon as practicable about any circumstances which may affect the ability of Te Taumata o Apanui to deliver on any agreed actions in the Housing Work Plan.
- 8.6. Parties will maintain effective and efficient communication with each other on a continuing basis.

**9 HAINATANGA / HOUSING SCHEDULE - EXECUTION**



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

9.1. By signing this Housing Schedule, the undersigned Parties agree to be bound to the body of Te Kawenata Matua, and this Housing Schedule. For the avoidance of doubt, Government Departments will only be bound to the terms of the Schedule or Schedules of Te Kawenata Matua that they have signed.

Signed for and on behalf of **the trustees of Te Taumata o Apanui** by their duly authorised signatories:

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## 6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

## SCHEDULE 6 – SOCIAL DEVELOPMENT

## 1 NGĀ HONONGA / PARTIES

1.1. The parties to this Schedule will be as follows (each a **Party** and together the **Parties**):

1.1.1. Te Taumata o Nga Hapū o Te Whānau a Apanui (**Te Taumata**); and

1.1.2. The Ministry of Social Development / Te Manatū Whakahiato Ora (**MSD**).

## 2 NGĀ HERENGA MĀTĀPONO / SOCIAL DEVELOPMENT PRINCIPLES

2.1. Te Taumata and MSD agree that, in addition to the relationship principles outlined in the body of Te Kawenata Matua at clause 6, the Parties will be guided by the following relationship principles that have been developed by MSD to strengthen accountability and responsiveness to Māori by placing emphasis on:

2.1.1. Partnership – to act reasonably, honourably and in good faith towards Māori by:

- (a) giving effect to our Te Tiriti o Waitangi / Treaty of Waitangi commitments;
- (b) strengthening existing relationships and seeking new opportunities to partner with Māori, whānau, hapū, iwi and communities; and
- (c) collaborating with a wide range of partners to improve opportunities and outcomes for Māori.

2.1.2. Protection – to recognise and provide for Māori perspectives and values and take positive steps to ensure Māori interests are protected by improving:

- (a) services and approaches to ensure equitable access and outcomes for Māori;
- (b) policies and practices to safeguard Māori cultural concepts, values and practices;
- (c) support and the provision of advice on the contemporary claims process and kaupapa inquiries; and
- (d) Māori capability and confidence.

2.1.3. Participation – to enable and support Māori to actively participate in all matters that increase their wellbeing by ensuring:

- (a) Māori leadership across all levels of MSD;
- (b) Māori voices are represented at all levels of MSD, including in decision-making, planning, development and delivery;
- (c) time and space for people, their whānau, hapū and iwi to be part of discussions about their needs; and
- (d) an environment that nurtures reciprocity, transparency and integrity.

2.1.4. These guiding principles are set out in the MSD Statement of Intent 2021 – 2026, published September 2022.

## 6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**3 NGĀ TŪMANAKO / SOCIAL DEVELOPMENT ASPIRATIONS**

- 3.1. Aspirations for Te Taumata in respect for this Schedule is to develop an effective and enduring relationship with MSD that will ensure:
- 3.1.1. there are improved outcomes for whanau and ngā hapū o Te Whānau a Apanui as a result of Te Taumata taking part in cross-government strategies and action plans such as Te Aorerekura National Strategy to Eliminate Family Violence and Sexual Violence and Te Mahere Whai Mahi Māori – the Māori Employment Action Plan;
  - 3.1.2. there are resources and opportunities available for Te Taumata to support members of ngā hapū o Te Whānau a Apanui to prepare for, secure and sustain employment in the rohe;
  - 3.1.3. there is adequate support to alleviate poverty and hardship particularly for children and communities within the rohe of Te Whānau a Apanui;
  - 3.1.4. there is support for Te Taumata to develop its capacity and capability to work across the social development sector in a way that responds effectively to suit the needs of ngā hapū o Te Whānau a Apanui within the rohe with a particular focus on:
    - (a) income support, upskilling communities and responding to local labour market conditions;
    - (b) co-designing and delivering community services; and
    - (c) addressing family violence, reducing the isolation, abuse and neglect of older people in the rohe of Te Whānau a Apanui.

**4 NGĀ MAHERE / SOCIAL DEVELOPMENT PLANNING**

- 4.1. The following plans will be developed and agreed by Te Taumata and MSD:
- 4.1.1. a work plan that will contain:
    - (a) the work to be done;
    - (b) the persons that will carry out that work; and
    - (c) the timeframes for that work to be carried out in  
(the **Social Development Work Plan**); and
  - 4.1.2. a communications and engagement plan detailing how Te Taumata and MSD will engage with each other and with relevant stakeholders in relation to the work to be done to achieve social development outcomes (the **Social Development Engagement Plan**).
- 4.2. The Social Development Work Plan will include, amongst other things:
- 4.2.1. provision for the exchange of information and identification of opportunities for improving and achieving the social development outcomes of Te Whānau a Apanui;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 4.2.2. priorities for action to improve and achieve the social development aspirations of Te Whānau a Apanui;
  - 4.2.3. key indicators to be used for measuring success in achieving the objectives of the Social Development Work Plan;
  - 4.2.4. processes for identifying and agreeing funding and resources required to successfully deliver the Social Development Work Plan: and
  - 4.2.5. Will set out how data will be shared and managed by each Party, including the method of transfer, information flows, the specific data to be shared, purposes for sharing data, and any other relevant details necessary to facilitating data sharing and management processes.
  - 4.2.6. Will ensure that the data sharing processes protect the privacy and data sovereignty of Te Whānau a Apanui.
- 4.3. The Social Development Work Plan may include, amongst other things:
- 4.3.1. strategies and programmes that will assist with building Te Whānau a Apanui capability and capacity for delivering projects to achieve social development outcomes;
  - 4.3.2. methods for establishing a data platform to support evidence-based reporting;
  - 4.3.3. provisions to take account of the data sovereignty of Te Whānau a Apanui;
  - 4.3.4. identification of joint projects to address priorities to achieve the social development aspirations of Te Whānau a Apanui;
  - 4.3.5. designing and implementing appropriate projects for Te Whānau a Apanui and sourcing investment and funding for implementation of these projects; and
  - 4.3.6. monitoring and evaluating activities including agreeing measures for success or achievement of those activities.

**5 MANA KI TE MANA / PROCESSES AND PROCEDURES**

- 5.1. With respect to this Social Development Schedule, a mana ki te mana relationship contemplated in the body of Te Kawenata Matua, will exist through the direct engagement between the trustees of Te Taumata and the Chief Executive of MSD.
- 5.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives, such as the MSD Regional Commissioner.
- 5.3. Only authorised representatives that have been appointed in writing by the Chief Executive may act on behalf of MSD for the purposes of the Social Development Schedule.
- 5.4. With respect to this Social Development Schedule, those at the mana to mana level will, amongst other things, mandate matters concerning this Social Development Schedule and be jointly responsible for approval of the following (including any amendments or revisions):
  - 5.4.1. the Social Development Work Plan; and
  - 5.4.2. the Social Development Engagement Plan.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

5.5. At this level Te Taumata and MSD agree:

- 5.5.1. they will meet at least once annually, unless agreed otherwise, to consider the progress of initiatives outlined in, and whether any amendments are required to, the Social Development Work Plan and / or the Social Development Engagement Plan;
- 5.5.2. the first meeting will take place within three months of a written request sent by Te Taumata to MSD;
- 5.5.3. they will meet their own costs and expenses associated of its representatives attending; and
- 5.5.4. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui and MSD in relation to the relationship recorded in Te Kawenata Matua and this Schedule.

**6 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

6.1. With respect to this Social Development Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts identified as per clause 9.2 of the Agreement to design, implement, monitor and evaluate the plans that are prepared as contemplated by paragraph 4 of this Schedule.

6.2. With respect to this Social Development Schedule, those at the mahi ki te mahi level will do the following:

6.2.1. work in partnership on the following in order to promote the objective of achieving social development aspirations of Te Whānau a Apanui:

- (a) designing, implementing, monitoring and evaluating programmes and systems to achieve the social development aspirations of Te Whānau a Apanui;
- (b) engaging with Te Whānau a Apanui hapū and iwi throughout the design and implementation process to ensure programmes and systems reflect the wants and needs of the community;
- (c) providing information about the resources that are available to support the mahi agreed to under this Social Development Schedule;
- (d) informing those who they represent about the mahi agreed to under this Social Development Schedule;
- (e) sharing and analysing data and insights within the confines of the data sharing processes which is to be set out in the Social Development Work Plan;
- (f) reviewing social development outcomes for Te Whānau a Apanui and the effectiveness of measures being taken under Te Kawenata Matua; and

6.2.2. Work together to develop for approval in accordance with paragraph 5.4 of this Schedule (including any amendments or revisions):

- (a) the Social Development Work Plan; and

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

(b) the Social Development Engagement Plan.

6.3. At the mahi to mahi level Te Taumata and MSD agree:

- 6.3.1. meetings will occur as required, at least biannually, with a preference for hui to occur kanohi ki te kanohi in the Te Whānau a Apanui rohe where possible;
- 6.3.2. administrative support and resourcing in relation to the biannual hui will be provided by MSD, including costs towards preparing for, and attending the meetings;
- 6.3.3. administrative support and resourcing in relation to engagement to engagement with this agreement will be discussed between Te Whānau a Apanui and MSD;
- 6.3.4. that meetings will be co-chaired by a person nominated by Te Taumata and the Deputy Chief Executive, Māori, Communities and Partnerships, or another official nominated by the Chief Executive; and
- 6.3.5. Parties may, over certain periods of time, mutually agree not to hold meetings.

**7 HUI TAHI / CONTACT**

7.1. In relation to this Social Development Schedule, Te Taumata and MSD commit to (at least) the following engagements:

- 7.1.1. annual meetings of the mana ki te mana personnel in accordance with paragraph 5.5 of this Schedule;
- 7.1.2. biannual meetings between the mahi ki te mahi personnel in accordance with paragraph 6.3 of this Schedule;
- 7.1.3. the joint creation and approval of the Social Development Work Plan and the Social Development Engagement Plan; and
- 7.1.4. other meetings as required and agreed by Te Taumata and MSD to provide for the implementation of the Social Development Work Plan and the Social Development Engagement Plan.

**8 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 8.1. The contact person for MSD for all matters relating to this Social Development Schedule is Deputy Chief Executive, Māori, Communities and Partnerships, or another official nominated by the Chief Executive.
- 8.2. The contact person for Te Taumata for all matters relating to this Social Development Schedule is the [role or individual nominated by Te Taumata].
- 8.3. The contact persons named in paragraph 8.1 and paragraph 8.2 of this Schedule may change appropriately as Te Taumata, MSD and their relationships evolve.
- 8.4. MSD will engage with Te Taumata where a policy or programme within its responsibilities will directly impact on Te Whānau a Apanui, because it affects MSD's ability to fulfil any agreement to collaborate with Te Whānau a Apanui, or is in an area of work in which Te Whānau a Apanui has expressed a particular interest.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 8.5. Te Taumata will inform MSD in good faith as soon as practicable about any circumstances which may affect the ability of Te Taumata to deliver on any agreed actions in the Social Development Work Plan.
- 8.6. Parties will maintain effective and efficient communication with each other on a continuing basis.

**9 PANONITANGA / AMENDMENT**

- 9.1. The terms of this Social Development Schedule may be varied with the written agreement of all the undersigned Parties to this Schedule.

**10 HAINATANGA / SOCIAL DEVELOPMENT SCHEDULE - EXECUTION**

- 10.1. By signing this Social Development Schedule, the undersigned Parties agree to be bound to the body of Te Kawenata Matua, and this Social Development Schedule. For the avoidance of doubt, Government Departments will only be bound to the terms of the Schedule or Schedules of Te Kawenata Matua that they have signed.

Signed for and on behalf of **the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui** by their duly authorised signatories:

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## 6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**SCHEDULE 7 – PRIMARY INDUSTRIES****1 NGĀ HONONGA / PARTIES**

1.1. The parties to this Schedule will be as follows (each a **Party** and together the **Parties**):

1.1.1. Te Taumata o Ngā Hapū o Te Whānau a Apanui (**Te Taumata**); and

1.1.2. The Ministry for Primary Industries / Manatū Ahu Matua (**MPI**).

**2 NGĀ HERENGA MĀTĀPONO / PRIMARY INDUSTRIES PRINCIPLES**

2.1. Te Taumata and MPI agree to be guided by the relationship principles outlined in the body of Te Kawenata Matua at clause 6, to assist the Parties to exercise their respective responsibilities with the utmost cooperation and transparency to achieve the strategic aspirations of both parties.

**3 NGĀ TŪMANAKO / PRIMARY INDUSTRIES ASPIRATIONS**

3.1. Te Taumata aspire to develop an effective and enduring relationship with MPI that will enable Te Taumata to:

3.1.1. support innovation and create higher-value goods where it is acknowledged that mātauranga Māori will build a more productive and sustainable food and fibre sector in the rohe of Te Whānau a Apanui which will ultimately lead to improved outcomes for whānau and ngā hapū o Te Whānau a Apanui;

3.1.2. support more sustainable land use practises and the restoration of freshwater and marine environments that will lead to improved environmental performance of the rural communities within the rohe of Te Whānau a Apanui; and

3.1.3. develop its capacity and capability to work across the primary industry sector in a way that responds effectively to suit the needs of ngā hapū o Te Whānau a Apanui with a particular focus on building strong food supply chains to the rohe, opportunities for co-design to invest and participate in open ocean aquaculture; development and implementation of a local workforce with the ability to upskill the labour market that supports resilient and sustainable local economy within the rohe of Te Whānau a Apanui.

**4 NGĀ MAHERE / PRIMARY INDUSTRIES PLANNING**

4.1. Te Taumata intends to develop a plan to achieve the priorities and aspirations of Te Taumata in clause 3 above (**Primary Industries Work Plan**).

4.2. MPI will support Te Taumata develop its Primary Industries Work Plan by:

4.2.1. providing information and identifying opportunities for improving and achieving the primary industries outcomes of Te Whānau a Apanui;

4.2.2. identifying indicators to be used for measuring success in achieving the objectives of the Primary Industries Work Plan;

4.2.3. identifying funding and resources required to achieve the primary industries aspirations of Te Whānau a Apanui; and



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 4.2.4. identifying strategies and programmes that will assist with building Te Whānau a Apanui capability and capacity for delivering projects to achieve primary industries outcomes.
- 4.3. MPI may commit to undertake specific activities as part of the Primary Industries Work Plan.
- 4.4. Te Taumata and MPI will develop and agree a communications and engagement plan detailing how Te Taumata and MPI will engage with each other and with relevant stakeholders in relation to the work to be done to achieve primary industries outcomes (**the Primary Industries Engagement Plan**).

**5 MANA KI TE MANA / PROCESSES AND PROCEDURES**

- 5.1. With respect to this Primary Industries Schedule, a mana ki te mana relationship contemplated in the body of Te Kawenata Matua, will exist through the direct engagement between the trustees of Te Taumata and the Chief Executive of MPI.
- 5.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives.
- 5.3. With respect to this Primary Industries Schedule, those at the mana to mana level will, amongst other things, mandate matters concerning this Primary Industries Schedule.
- 5.4. At this level Te Taumata and MPI agree:
  - 5.4.1. they will meet at least once biennially unless agreed otherwise, to consider the progress of initiatives to achieve the priorities and aspirations of Te Taumata in clause 3 above;
  - 5.4.2. the first meeting will take place within three months of a written request sent by Te Taumata to MPI;
  - 5.4.3. they will meet the costs and expenses associated of their representatives attending; and
  - 5.4.4. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui and MPI in relation to the relationship recorded in Te Kawenata Matua and this Schedule.

**6 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

- 6.1. With respect to this Primary Industries Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts identified as per clause 9.2 of Te Kawenata Matua.
- 6.2. With respect to this Primary Industries Schedule, those at the mahi ki te mahi level will do the following:
  - 6.2.1. work in partnership on the following in order to promote the objective of achieving primary industries aspirations of Te Whānau a Apanui:
    - (a) designing, implementing, monitoring and evaluating programmes and systems to achieve the primary industries aspirations of Te Whānau a Apanui;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- (b) engaging with Te Whānau a Apanui hapū and iwi throughout the design and implementation process to ensure programmes and systems reflect the wants and needs of the community;
- (c) providing information about the resources that are available to support the mahi agreed to under this Primary Industries Schedule;
- (d) informing those who they represent about the mahi agreed to under this Primary Industries Schedule;
- (e) sharing and analysing data and insights while protecting the privacy and data sovereignty of Te Whānau a Apanui; and
- (f) reviewing primary industries outcomes for Te Whānau a Apanui and the effectiveness of measures being taken under this Agreement.

**6.3. At the mahi to mahi level Te Taumata and MPI agree:**

- 6.3.1. MPI will pay reasonable venue and hosting costs for joint meetings in relation to this agreement;
- 6.3.2. parties will pay their own preparation, travel and attendance costs for meetings;
- 6.3.3. meetings will occur as required, at least annually;
- 6.3.4. that meetings will be co-chaired by a person nominated by Te Taumata and the Director-General of MPI, or another official nominated by the Director-General of MPI; and
- 6.3.5. parties may, over certain periods of time, mutually agree not to hold meetings.

**7 HUI TAHI / CONTACT**

- 7.1. In relation to this Primary Industries Schedule, Te Taumata and MPI commit to (at least) the following engagements:
  - 7.1.1. biennial meetings of the mana ki te mana personnel in accordance with paragraph 5.4 of this Schedule;
  - 7.1.2. annual meetings between the mahi ki te mahi personnel in accordance with paragraph 6.3 of this Schedule;
  - 7.1.3. the joint creation and approval of the Primary Industries Engagement Plan; and
  - 7.1.4. other meetings as agreed by Te Taumata and MPI to provide for the implementation of the Primary Industries Work Plan and the Primary Industries Engagement Plan.

**8 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 8.1. The contact person for MPI for all matters relating to this Primary Industries Schedule is the Deputy Director-General Māori Partnerships and Investment of MPI, or another official nominated by the Director-General of MPI.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 8.2. The contact person for Te Taumata for all matters relating to this Primary Industries Schedule is the [role or individual nominated by Te Taumata].
- 8.3. The contact persons named in paragraph 8.1 and paragraph 8.2 of this Schedule may change appropriately as Te Taumata, MPI and their relationships evolve.
- 8.4. MPI will engage with Te Taumata where a policy or programme within its responsibilities will directly impact on Te Whānau a Apanui because it affects MPI's ability to fulfil any agreement to collaborate with Te Whānau a Apanui, or is in an area of work in which Te Whānau a Apanui has expressed a particular interest.
- 8.5. Te Taumata and MPI will inform each other in good faith as soon as practicable about any circumstances which may affect their ability to deliver on any agreed actions in the Primary Industries Work Plan.
- 8.6. Parties will maintain effective and efficient communication with each other on a continuing basis.

**9 PANONITANGA / AMENDMENT**

- 9.1. The terms of this Primary Industries Schedule may be varied with the written agreement of all of the undersigned Parties to this Schedule.

**10 HAINATANGA / PRIMARY INDUSTRIES SCHEDULE - EXECUTION**

- 10.1. By signing this Primary Industries Schedule, the undersigned Parties agree to be bound to the body of Te Kawenata Matua, and this Primary Industries Schedule. For the avoidance of doubt, Government Departments will only be bound to the terms of the Schedule or Schedules of Te Kawenata Matua that they have signed.

Signed for and on behalf of the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui by their duly authorised signatories:

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\_\_\_\_\_  
  
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## 6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

## SCHEDULE 8 – LAND TRANSPORT / WAKA WHENUA

## 1 NGĀ HONONGA / PARTIES

- 1.1. The parties to this Land Transport / Waka Whenua Schedule are (each a **Party** and together the **Parties**):
- 1.1.1. Te Taumata o Ngā Hapū o Te Whānau a Apanui which represents the hapū of Te Whānau a Apanui (**Te Taumata**);
  - 1.1.2. Waka Kotahi / the New Zealand Transport Agency (**Waka Kotahi**), a Crown entity established under section 93 of the Land Transport Management Act 2003; and
  - 1.1.3. The Ministry of Transport / Te Manatū Waka (**Te Manatū Waka**), a department listed under Schedule 2 of the Public Service Act 2020.

## 2 RELATIONSHIP AGREEMENT

- 2.1. Te Taumata, Waka Kotahi and Te Manatū Waka are parties to both:
- 2.1.1. Te Kawenata Matua / Relationship Agreement; and
  - 2.1.2. this Land Transport / Waka Whenua Schedule.

## 3 TE MANATŪ WAKA &amp; WAKA KOTAHI

- 3.1. In the context of land transport:

Waka Kotahi

- 3.1.1. Waka Kotahi is a Crown agency which must, at law:<sup>1</sup> “recognise and respect the Crown’s responsibility to take appropriate account of the principles of the Treaty of Waitangi”;
- 3.1.2. The statutory objective of Waka Kotahi is to undertake its functions in a way that contributes to an effective, efficient, and safe land transport system in the public interest.<sup>2</sup> Those functions include management of the State highway system,<sup>3</sup> in accordance with its statutory powers, responsibilities and limitations;
- 3.1.3. Waka Kotahi receives funding from the Crown in order to give effect to its functions;
- 3.1.4. with limited exceptions, the Crown funding that Waka Kotahi has access to is subject to a National Land Transport Programme (**NLTP**) process that is approved by the Waka Kotahi Board; and
- 3.1.5. consequently, the ability of Waka Kotahi to give effect to this Schedule is subject to its legal obligations, finite capability and resources, and any applicable Chief Executive or Ministerial directives and Board decisions.

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<sup>1</sup> Section 4 of the Land Transport Management Act 2003 (LTMA 2003).

<sup>2</sup> Section 94 of the LTMA 2003.

<sup>3</sup> Section 95 of the LTMA 2003.

## 6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

Te Manatū Waka

- 3.1.6. Te Manatū Waka is the Government's system lead on transport and advises the Government on transport policy. Te Manatū Waka has certain functions relating to the monitoring and governance of Waka Kotahi under the Crown Entities Act 2004.
- 3.1.7. The ability of Te Manatū Waka to give effect to this Schedule is subject to legal obligations, finite capability and resources, and any applicable Chief Executive, Ministerial or Cabinet directives.

**4 NGĀ HERENGA MĀTĀPONO / PRINCIPLES**

- 4.1. Te Taumata, Waka Kotahi and Te Manatū Waka agree that in addition to the relationship principles outlined in clause 6 of the Relationship Agreement, the following relationship values and principles that are reflected in Waka Kotahi's Māori Strategy (Te Ara Kotahi) to better respond to Māori aspirations while delivering transport solutions, will underpin their relationship:

4.1.1. **Values:**

- (i) *Rangatiratanga* – to recognise and respect the individual autonomy and authority of Māori. We respect each other as partners and therefore value each other's aspirations, positions, roles and expertise;
- (ii) *Manaakitanga* - exercise care and the work we do should be mana enhancing and supportive;
- (iii) *Kaitiakitanga* – to recognise that the environment is a taonga that must be managed carefully. We also recognise that Māori have a responsibility and obligation of care over their communities and environments;
- (iv) *Whanaungatanga* – to foster meaningful and enduring relationships based on good faith, mutual respect, understanding and trust;
- (v) *Te Tiriti o Waitangi* - to recognise, respect and uphold the principles of Te Tiriti o Waitangi / the Treaty of Waitangi; and
- (vi) *Mana o Te Reo Māori* – Te Reo Māori is highly valued by Māori and Waka Kotahi. We will actively promote Te Reo Māori within our organisation and in the work we do;

4.1.2. **Principles:**

- (a) *Huna Kore* - to value a no surprises approach and information flows both ways;
- (b) *Auahatanga* – to focus on creativity and innovation to achieve better outcomes;
- (c) *Whakapono* – to act with integrity and honesty;
- (d) *Partnership* – to act reasonably, honourably, and in good faith;

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

- (e) *Participation* – to encourage and make it easier for Māori to more actively participate in our business;
- (f) *Protection* - to take positive steps to ensure that Māori interests are protected as appropriate; and
- (g) *Recognition of cultural values* – to recognise and provide for Māori perspectives, tikanga (customs) Te Reo Māori and kawa (protocols) in the work we do.

**5 NGĀ TŪMANAKO / ASPIRATIONS**

5.1. The aspirations of Te Taumata in relation to land transport is to develop an effective and enduring relationship with Waka Kotahi that will ensure:

- 5.1.1. there is urgency in responding to the safety of transport services and infrastructure that is required within the rohe of Te Whānau a Apanui;
- 5.1.2. there are resources and opportunities available for Te Taumata to co-design and develop a transport system that is resilient and adaptive, helping communities within the rohe of Te Whānau a Apanui respond to and recover quickly from the disruptions that occur as a result of climate change;
- 5.1.3. there is support for Te Taumata to develop its capacity and capability to work with Waka Kotahi in a way that responds effectively to suit the needs of ngā hapū o Te Whānau a Apanui with a particular focus on development and implementation of a local workforce with opportunities to upskill the labour market that supports infrastructure improvements and work related road safety within the rohe of Te Whānau a Apanui; and
- 5.1.4. that Te Whānau a Apanui are central and involved in any planning, repair, redevelopment and rebuilding of SH 35.

5.2. The aspirations of Waka Kotahi in relation to Te Whānau a Apanui is to develop an effective and enduring relationship with Te Taumata that will assist Waka Kotahi to meet the objectives of Waka Kotahi's Māori Strategy (Te Ara Kotahi), which includes to achieve the five Pou in Te Ara Kotahi.

5.3. The parties acknowledge that their aspirations may evolve over time. The parties will communicate those changes in aspirations to one another and where appropriate, agree to work together to amend this Land Transport / Waka Whenua Schedule to reflect those changes.

**6 NGĀ MAHERE / PLANNING**

6.1. A work plan to give effect to this this Land Transport / Waka Whenua Schedule will be developed and agreed by Te Taumata and Waka Kotahi (the **Land Transport Work Plan**).

6.2. The Land Transport Work Plan will contain:

- 6.2.1. the outcomes as agreed by Te Taumata and Waka Kotahi (the **agreed outcomes**), having regard to the aspirations at clause 5 of this Schedule;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 6.2.2. priorities for actions to achieve the agreed outcomes, including the work and projects to be done, the persons that will carry out that work and the timeframes for that work to be carried out in;
  - 6.2.3. key indicators to be used for measuring success in achieving the agreed outcomes;
  - 6.2.4. a protocol for the exchange of relevant information and mātauranga between the parties;
  - 6.2.5. how Te Taumata and Waka Kotahi will engage with each other;
  - 6.2.6. processes for identifying and agreeing funding and resources required to successfully deliver the Land Transport Work Plan; and
  - 6.2.7. a communications strategy, which will include informing Te Whānau a Apanui and Waka Kotahi about the relationship, the mahi agreed to under this Land Transport / Waka Whenua Schedule and the successes achieved under it.
- 6.3. The Land Transport Work Plan may include, amongst other things:
- 6.3.1. strategies and programmes that will assist with building Te Whānau a Apanui capability and capacity, as described further in clause 5.1.3;
  - 6.3.2. a protocol to protect the privacy and the data sovereignty of Te Whānau a Apanui when a party is storing, sharing, analysing or using data;
  - 6.3.3. a protocol for giving effect to the Data Work Plan referred to in Te Kawenata Matua;
  - 6.3.4. a process to develop the agreed investment proposals that Waka Kotahi puts forward for approval regarding the State Highway Improvement Plan or Regional Transport Plan;
  - 6.3.5. subject to statutory requirements a protocol to:
    - (a) explore whether it is possible to return land that is not required to former owners or adjoining land owners and, where it is possible; and
    - (b) facilitate that return, including determining how and by whom, survey and land costs are covered in discussion with any other agency as appropriate.

**7 MANA KI TE MANA / PROCESSES AND PROCEDURES**

- 7.1. With respect to this Land Transport / Waka Whenua Schedule, a mana ki te mana relationship contemplated in the body of the Relationship Agreement, will exist through the direct engagement between the trustees of Te Taumata and the Office of the Chief Executive of Waka Kotahi and the Chief Executive of Te Manatū Waka.
- 7.2. For practical purposes, this mana ki te mana relationship may need to be exercised by delegates.
- 7.3. With respect to this Land Transport / Waka Whenua Schedule, those at this mana ki te mana level from Te Taumata and Waka Kotahi will, amongst other things, mandate matters concerning this Land Transport / Waka Whenua Schedule and be jointly

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

responsible for approval of the Land Transport Work Plan (including any amendments or revisions).

7.4. At the mana ki te mana level, Te Taumata, Waka Kotahi and Te Manatū Waka agree:

7.4.1. they will meet at least once per year, unless agreed otherwise;

7.4.2. the first meeting will take place within three months of a written request sent by Te Taumata to Waka Kotahi and Te Manatū Waka;

7.4.3. they will each meet the costs and expenses associated with their representatives attending these meetings, subject to any funding secured under clause 6.2.6 of this Schedule;

7.4.4. that Waka Kotahi will provide (at its cost) the secretariat functions for the meetings, including giving notice of meetings, preparing the agenda and preparing the minutes; and

7.4.5. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui, Waka Kotahi and/or Te Manatū Waka.

7.5. The agenda for the mana ki te mana relationship meetings will include:

7.5.1. adoption of the Land Transport Work Plan, and once adopted, the progress of initiatives outlined in the Land Transport Work Plan and whether any amendments are required to it;

7.5.2. the health and wellbeing of the relationship between Waka Kotahi, Te Taumata and Te Manatū Waka; and

7.5.3. any issues of concern or other matters relevant to the Relationship Agreement and this Land Transport / Waka Whenua Schedule, notified by a party to the other parties at least 10 working days before each meeting.

7.6. Meetings will be held on dates and at venues agreed to by the parties, with a preference for hui to occur kanohi ki te kanohi in a location most suitable for Te Whānau a Apanui.

**8 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

8.1. With respect to this Land Transport / Waka Whenua Schedule, the mahi ki te mahi relationship contemplated in the body of the Relationship Agreement will exist through the engagement of primary contacts as per clause 9.2 of the Agreement to:

8.1.1. develop for approval by those at the mana ki te mana level and in accordance with paragraph 7.3 of this Schedule, the Land Transport Work Plan (including any amendments or revisions); and

8.1.2. implement, monitor and evaluate the Land Transport Work Plan.

8.2. At the mahi ki te mahi level, Te Taumata, Waka Kotahi and Te Manatū Waka agree:

8.2.1. they will meet at least twice per year, unless agreed otherwise;

8.2.2. that meetings will be co-chaired by a person nominated by Te Taumata, a Regional Director or Manager of Waka Kotahi and a Director or Manager of Te Manatū Waka, or their delegate;



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 8.2.3. they will each meet the costs and expenses associated with their representatives attending these meetings, subject to any funding secured under clause 6.2.6 of this Schedule; and
  - 8.2.4. that Waka Kotahi will provide (at its cost) the secretariat functions for the meetings, including giving notice of meetings, preparing the agenda and preparing the minutes.
- 8.3. The agenda for the mahi ki te mahi relationship meetings will include:
- 8.3.1. the implementation of the Land Transport Work Plan;
  - 8.3.2. the health and wellbeing of the relationship between Waka Kotahi, Te Taumata and Te Manatū Waka; and
  - 8.3.3. any issues of concern or other matters relevant to the Relationship Agreement and this Land Transport / Waka Whenua Schedule, notified by a party to the other parties at least 10 working days before each meeting.
- 8.4. Meetings will be held on dates and at venues agreed to by the parties, with a preference for hui to occur kanoahi ki te kanoahi a location most suitable for Te Whānau a Apanui.
- 8.5. Where practical, and agreed to by the parties, a meeting held under this clause may be held in conjunction with other meetings arranged by Waka Kotahi, such as meetings with other iwi and hapū and/or meetings regarding specific projects.

**9 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 9.1. The contact person for Waka Kotahi for all matters relating to this Land Transport / Waka Whenua Schedule is the Chief Executive of Waka Kotahi, or another official nominated by the Chief Executive of Waka Kotahi.
- 9.2. The contact person for Te Taumata for all matters relating to this Land Transport / Waka Whenua Schedule is the [role or individual nominated by Te Taumata].
- 9.3. The contact person for Te Manatū Waka for all matters relating to this Land Transport / Waka Whenua Schedule is the Kaiārahi Māori / Director Māori of Te Manatū Waka, or another official nominated by the Chief Executive of Te Manatū Waka.
- 9.4. The contact persons named in paragraph 9.1 and paragraph 9.3 of this Schedule may change appropriately as Te Taumata, Waka Kotahi and Te Manatū Waka as their relationships evolve, by providing written notice to the other party.
- 9.5. Te Taumata and Waka Kotahi will engage with each other as soon as practicable about any circumstances which may affect the ability of each party to deliver on any agreed actions in the Land Transport Work Plan, including where a policy or programme within Waka Kotahi responsibilities is in an area of work in which Te Whānau a Apanui has expressed a particular interest.
- 9.6. Parties will maintain effective and efficient communication with each other on a continuing basis.

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

**10 PANONITANGA / AMENDMENT**

10.1. The terms of this Land Transport / Waka Whenua Schedule may be varied with the written agreement of Parties to this Schedule.

**11 HAINATANGA / EXECUTION**

11.1. The Relationship Agreement is effective from the date that it is signed by all parties. This Land Transport / Waka Whenua Schedule is effective from the date that it is signed by the Parties.

Signed for and on behalf of **the trustees of Te Taumata** by their duly authorised signatories:

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## 6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

## SCHEDULE 9 – ORANGA TAMARIKI

## 1 NGĀ HONONGA / PARTIES

1.1. The parties to this Schedule are:

1.1.1. the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui, which represents the hapū of Te Whānau a Apanui (**Te Taumata**); and

1.1.2. Ministry for Children / Oranga Tamariki (**Oranga Tamariki**),

(Each referred to as a **Party** in this Schedule, and together referred to as the **Parties**).

## 2 NGĀ HERENGA MĀTĀPONO / PRINCIPLES

2.1. The Parties agree that, in addition to the relationship principles outlined in the body of Te Kawenata Matua at clause 6, the following principles will underpin their relationship:

2.1.1. *Kāwanatanga and rangatiratanga*: the principle of Te Whānau a Apanui control over their tikanga, and authority over their kāinga. This includes the right of Te Whānau a Apanui to manage their own affairs in a way that aligns with their customs and values.

2.1.2. *Active protection*: that requires the Crown to protect Te Whānau a Apanui interests as far as is reasonable in the circumstances. This includes helping to restore balance to a relationship that has become unbalanced. The obligation to actively protect Te Whānau a Apanui interests is heightened with the knowledge of past historical wrongs done by the Crown and any prejudice that has affected subsequent generations.

2.1.3. *Equity*: that requires the Crown to positively intervene to address disparities. Equity also links to the recognition and restoration of rangatiratanga over kainga and ensuring strong, connected Te Whānau a Apanui whānau looking after their own tamariki and thriving.

2.1.4. *Partnership and reciprocity*: the relationship is to be founded on good faith and respect. Significant inequities call for a more thorough exercise of the partnership that goes beyond the Crown simply consulting Te Whānau a Apanui to inform itself of their rights and interests. It requires the Crown and Te Whānau a Apanui to work together on the design and implementation of policies, practices and services that affect Te Whānau a Apanui, with preference for Te Whānau a Apanui-centred programmes and initiatives.

## 3 NGĀ TŪMANAKO / ASPIRATIONS

*Ko te wawata ko te āta noho o ngā tamariki, whānau, hapū o Te Whānau a Apanui i roto i tō rātou ao.*

3.1. Te Whānau a Apanui have never accepted, and do not accept the ward of the state mechanism or any other powers that the Crown has to remove Te Whānau a Apanui children from their whānau. The aspirations of Te Whānau a Apanui in respect of Te Kawenata Matua is to develop an effective and enduring relationship with Oranga Tamariki that will ensure:

3.1.1. the holistic wellbeing of all Te Whānau a Apanui whānau and hapū, in a manner that is defined by Te Whānau a Apanui;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 3.1.2. that Te Whānau a Apanui whānau and hapū have appropriate support and are well-resourced to maintain strong, healthy and resilient families and communities;
  - 3.1.3. that the tamariki of Te Whānau a Apanui thrive as culturally connected mokopuna of their hapū that have access to their full tribal estate (including not only lands and territories but also mātauranga);
  - 3.1.4. that tamariki and mokopuna of Te Whānau a Apanui are acknowledged as taonga and as valued citizens of the whanau, hapū and iwi of Te Whānau;
  - 3.1.5. that no mokopuna of Te Whānau a Apanui (wherever they may be located) are in state care or are wards of the state and that the reach of the Crown generally into the whanau of Te Whānau a Apanui is contracted;
  - 3.1.6. that any investment Oranga Tamariki makes into Te Whānau a Apanui is equitable and directed at well-being; and
  - 3.1.7. the tribal safety net of Te Whānau a Apanui is rebuilt to ensure that all whanau are supported to flourish.
- 3.2. The aspiration of Oranga Tamariki is to ensure that all tamariki are in loving whānau and communities where oranga can be realised.
- 3.3. The Parties acknowledge that their aspirations may evolve over time. The Parties will communicate those changes in aspirations to one another and where appropriate, agree to work together to amend this Oranga Tamariki Schedule to reflect those changes.

**4 NGĀ MAHERE / PLANNING**

- 4.1. To give effect to the principles set out paragraph 2 of this Schedule and achieve the aspirations set out at paragraph 3 of this Schedule, a work plan will be developed and agreed by the Parties (**the Oranga Tamariki Work Plan**).
- 4.2. The Oranga Tamariki Work Plan will contain:
- 4.2.1. the outcomes to be agreed by the parties to achieve the aspirations set out in paragraph 3 of this Schedule;
  - 4.2.2. priorities for actions to achieve the agreed outcomes, including any work and projects to be done, the persons that will carry out that work and the timeframes for that work to be carried out in;
  - 4.2.3. key indicators to be used for measuring success and a protocol for accountability and monitoring and measuring success in achieving the objectives of the Oranga Tamariki Work Plan;
  - 4.2.4. a protocol for the exchange of relevant information and mātauranga between the parties;
  - 4.2.5. a communications and engagement strategy detailing how Te Taumata and Oranga Tamariki will engage with each other and with relevant stakeholders in relation to the work to be done to achieve the aspirations set out in paragraph 3 of this Schedule; and

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 4.2.6. processes for identifying and proposing funding and resources required to successfully deliver the Oranga Tamariki Work Plan and associated projects, and for Oranga Tamariki to consider and respond to those proposals.
- 4.3. The Oranga Tamariki Work Plan may include, amongst other things:
  - 4.3.1. strategies and programmes that will assist with building Te Whānau a Apanui capability and capacity;
  - 4.3.2. a protocol to protect the privacy and the data sovereignty of Te Whānau a Apanui when a party is storing, sharing, analysing or using data; and
  - 4.3.3. a protocol for giving effect to the Data Work Plan agreed with Statistics New Zealand.
- 4.4. The Parties agree to explore whether a separate strategic partnership between Te Whānau a Apanui and Oranga Tamariki is appropriate, based on the purposes, principles, and duties of the Chief Executive set out in the Oranga Tamariki Act 1989, as well as the principles set out above at clause 2.1.
- 4.5. The Parties agree to explore whether a separate strategic partnership between Te Whānau a Apanui and Oranga Tamariki is appropriate, or whether the Oranga Tamariki Work Plan can be designated a “strategic partnership” for the purposes of section 7AA.
- 4.6. Te Kawenata Matua complements and enhances, and in no way derogates from, any future strategic partnership between the Ministry and iwi and Māori organisations.

**5 MANA KI TE MANA / PROCESSES AND PROCEDURES**

- 5.1. With respect to this Oranga Tamariki Schedule, a mana ki te mana relationship contemplated in the body of Te Kawenata Matua will exist through the direct engagement between the trustees of Te Taumata and the Chief Executive of Oranga Tamariki.
- 5.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives.
- 5.3. With respect to this Oranga Tamariki Schedule, those at this mana ki te mana level will, amongst other things, mandate matters concerning this Oranga Tamariki Schedule and be jointly responsible for approving the Oranga Tamariki Work Plan (including any amendments or revisions).
- 5.4. At this level Te Taumata and Oranga Tamariki agree:
  - 5.4.1. they will meet at least once annually, unless agreed otherwise; and
  - 5.4.2. that communications will occur when necessary to address issues relating to the relationship recorded in Te Kawenata Matua and this Schedule.

**6 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

- 6.1. With respect to this Oranga Tamariki Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts identified as per clause 7 of this Schedule to:

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 6.1.1. develop for approval by those at the mana ki te mana level and in accordance with clause 4 of this Schedule, the Oranga Tamariki Work Plan (including any amendments or revisions; and
- 6.1.2. implement, monitor and evaluate the Oranga Tamariki Work Plan.
- 6.2. At the mahi ki te mahi level, the Parties agree:
  - 6.2.1. they will meet at least twice per year, unless agreed otherwise; and
  - 6.2.2. administrative support and resourcing in relation to engagement with Te Kawenata Matua will be provided by Oranga Tamariki, including costs towards preparing for, and attending meetings.

**7 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 7.1. The contact person for Oranga Tamariki for all matters relating to this Oranga Tamariki Schedule is [person or people nominated by the Agency].
- 7.2. The contact person for Te Taumata for all matters relating to this Oranga Tamariki Schedule is the [role or individual nominated by Te Taumata].
- 7.3. The contact persons named in paragraph 7.1 and paragraph 7.2 of this Schedule may change appropriately as Te Taumata, Oranga Tamariki and their relationships evolve.
- 7.4. Oranga Tamariki will engage with Te Taumata where a policy or programme within its responsibilities will directly impact on Te Whānau a Apanui because it affects Oranga Tamariki's ability to fulfil any agreement to collaborate with Te Whānau a Apanui, or is in an area of work in which Te Whānau a Apanui has expressed a particular interest.
- 7.5. Te Taumata will inform Oranga Tamariki in good faith as soon as practicable about any circumstances which may affect the ability of Te Taumata to deliver on any agreed actions in the Oranga Tamariki Work Plan.
- 7.6. Parties will maintain effective and efficient communication with each other on a continuing basis.

**8 PANONITANGA / AMENDMENT**

- 8.1. The terms of this Oranga Tamariki Schedule may be varied with the written agreement of Parties to this Schedule.

**9 HAINATANGA / ORANGA TAMARIKI SCHEDULE – EXECUTION**

- 9.1. By signing this Oranga Tamariki Schedule, the undersigned Parties agree to be bound to the body of Te Kawenata Matua, and this Oranga Tamariki Schedule. For the avoidance of doubt, Government Organisations will only be bound to the terms of the Schedule or Schedules of Te Kawenata Matua that they have signed.

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

Signed for and on behalf of **the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui** by their duly authorised signatories:

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[INSERT CROWN SIGNATURE BLOCKS FOR THE GOVT DEPARTMENTS HERE]

**SCHEDULE 10 – CULTURE AND HERITAGE****1 NGĀ HONONGA / PARTIES**

- 1.1. The Parties to this Schedule are (each a **Party** and together the **Parties**):
- 1.1.1. Te Taumata o Ngā Hapū o Te Whānau a Apanui who represent the hapū of Te Whānau a Apanui (**Te Taumata**); and
- 1.1.2. the following Culture and Heritage agencies (**the Culture and Heritage Parties**):
- (a) Te Tari Taiwhenua, Department of Internal Affairs (**DIA**), the agency responsible for:
- (i) The National Library Te Puna Mātauranga o Aotearoa (**National Library**); and
- (ii) Archives New Zealand Te Rua Mahara o Te Kāwanatanga (**Archives New Zealand**)
- (b) The Museum of New Zealand Te Papa Tongarewa (**Te Papa**);
- (c) Heritage New Zealand Pouhere Taonga (**Pouhere Taonga**); and
- (d) Manatū Taonga, Ministry for Culture and Heritage (**MCH**).
- 1.2. A summary of the role and functions of each of the Parties is provided in Appendix B and C.
- 1.3. Ngā Taonga Sound & Vision (**Ngā Taonga**) participates in the collective agency approach but due to its status as a charitable trust, Ngā Taonga is not a signatory to the Schedule.
- 1.4. Instead, Ngā Taonga offer relationship redress in the form of a Kaitiaki Relationship Agreement. Ngā Taonga partners with kaitiaki to acknowledge and recognise the mana and connection of whānau, hapū and iwi to our Taonga Māori Collection.
- 1.5. The Kaitiaki Relationship Agreement will be negotiated and agreed between Ngā Taonga and Te Whānau a Apanui outside of this Culture and Heritage Schedule.

**2 INTRODUCTION**

- 2.1. Under the Deed of Settlement dated [X] between Te Whānau a Apanui and the Crown, the Parties agree to the development of a relationship agreement between the Culture and Heritage Parties and Te Taumata o Apanui to facilitate:
- 2.1.1. the care, management, access, use, development and revitalisation Te Whānau a Apanui taonga; and
- 2.1.2. the identification, protection, preservation and conservation of the historical and cultural heritage of Te Whānau a Apanui.
- 2.2. The Parties wish to record in this Schedule their common commitment relating to the care and management, use, development and revitalisation of, and access to, Te Whānau a Apanui taonga.



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 2.3. Pouhere Taonga wishes to record its commitment to the identification, protection, preservation and conservation of the historical and cultural heritage of Te Whānau a Apanui.

**3 NGĀ HERENGA MĀTĀPONO / PRINCIPLES**

- 3.1. The Parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access of Te Whānau a Apanui to, Te Whānau a Apanui taonga.

- 3.2. In addition to the principles outlined in the body of the Agreement at clause 6, Te Taumata o Apanui and those Parties who have responsibilities for taonga, recognise the following principles which will guide them in giving effect to the purpose of this Schedule and will be discussed as part of the development of the joint work plans:

- 3.2.1. the significance of Te Whānau a Apanui taonga to the maintenance and development of Te Whānau a Apanui culture and to enriching the cultural life of New Zealand;
- 3.2.2. that Te Whānau a Apanui taonga is held and looked after by Te Whānau a Apanui whānau and hapū, and also by the Culture and Heritage Parties to this Schedule;
- 3.2.3. Te Whānau a Apanui's cultural and spiritual authority in relation to Te Whānau a Apanui taonga;
- 3.2.4. that active and meaningful engagement by the Culture and Heritage Parties with Te Whānau a Apanui in the care and management, use, development and revitalisation of, and access to, Te Whānau a Apanui taonga is required as agreed in the joint work plans; and
- 3.2.5. that active and meaningful engagement by the Culture and Heritage Parties with Te Whānau a Apanui in the care and management, use, development and revitalisation of, and access to, Te Whānau a Apanui taonga is required as agreed in the joint work plans; and
- 3.2.6. that innovative and technological solutions are required to provide opportunities for Te Whānau a Apanui's youthful population, and members of that population who are living outside the traditional tribal rohe, to connect with their culture and identity as Te Whānau a Apanui.

**4 NGĀ TŪMANAKO O TE WHĀNAU A APANUI / TE WHĀNAU A APANUI ASPIRATIONS**

- 4.1. The aspirations of Te Whānau a Apanui in respect of this Schedule are to develop an effective and enduring relationship with the Culture and Heritage Parties, which includes:

- 4.1.1. principles, objectives, expectations, and protocols to support development and maintenance of a constructive and enduring Te Tiriti relationship between the Parties, in accordance with the mana ki te mana and mahi ki te mahi processes and procedures set out in the Agreement; and
- 4.1.2. a framework for engagement and collaboration between the Parties to uphold and maintain autonomy, rangatiratanga and sovereignty by the whānau, hapū and iwi of Te Whānau a Apanui with respect to the identification, protection, preservation and conservation of their taonga.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 4.2. This vision is intended to facilitate access to Te Whānau a Apanui taonga and their care and management, use, development and revitalisation and to facilitate the identification, protection, preservation and conservation of the historical and cultural heritage for Te Whānau a Apanui.
- 4.3. The vision of Te Taumata o Apanui is built upon the already existing relationships between Te Whānau a Apanui and the Culture and Heritage Parties. The Parties recognise the common role shared by the Culture and Heritage Parties in collecting, preserving and providing access to the nation's art, culture and heritage collections and resources and in identifying, protecting and preserving wāhi tapu, wāhi tūpuna and land-based Māori heritage. The Parties recognise the importance of this existing relationship as contributing towards the role of the Culture and Heritage Parties.

**5 NGĀ MAHERE / PLANNING**

**Development of specific pieces of work**

- 5.1. When requested by Te Taumata o Apanui, each of the Culture and Heritage Parties will confirm joint work plans (work plans) with Te Taumata o Apanui, in relation to matters consistent with the purpose of this Schedule and specific pieces of work to be undertaken which may:
- 5.1.1. provide the detail of the commitments agreed by Te Taumata o Apanui and each respective Culture and Heritage Party;
  - 5.1.2. set out a timetable and milestones for delivering on any agreed commitments;
  - 5.1.3. confirm the responsibilities for the various Parties in meeting the agreed commitments;
  - 5.1.4. identify a process for resolving any issues or disputes;
  - 5.1.5. identify key contact persons for the parties;
  - 5.1.6. provide for mutually agreed outcomes; and
  - 5.1.7. provide for the work plans to be reviewed at, mahi ki te mahi meetings, to be held annually or as required.
- 5.2. Final topics for the work plans will be mutually agreed by Te Taumata o Apanui and each respective Culture and Heritage Party.
- 5.3. When developing work plans, Te Taumata o Apanui and Culture and Heritage Parties may invite other parties to be involved in discussions about the work plan. Either party will engage with the other before issuing any such invitation.

**Work Plan Topics Shared by all Parties**

- 5.4. Potential topics for each of the respective Culture and Heritage Parties' work plans may include, but are not limited to, the topics identified below.
- 5.4.1. Care and Management of Te Whānau a Apanui taonga held by Culture and Heritage Parties and of land-based Māori heritage structures and monuments:

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 5.4.2. Sharing knowledge and expertise associated with Te Whānau a Apanui cultural heritage in order to:
- (a) share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues;
  - (b) share information on database use and research methodologies specific to, or that can be applied towards Te Whānau a Apanui taonga;
  - (c) work together on exhibition planning processes and related activities specific to Te Whānau a Apanui taonga;
  - (d) seek advice from Te Taumata o Apanui regarding specific policy and tikanga guidance as it relates to Te Whānau a Apanui taonga; and
  - (e) share information on the preservation and protection of land-based Māori heritage, structures and monuments.

- 5.4.3. Opportunities for increased learning and capacity building relating to Te Whānau a Apanui taonga through:
- (a) conservation and training in Taonga and structure preservation;
  - (b) collection management systems;
  - (c) digitisation initiatives; and
  - (d) training and development, with possible internships.

5.5. Final topics for the work plans will be mutually agreed by Te Taumata o Apanui and each respective Culture and Heritage Party.

5.6. Appendix A and B of this Schedule includes potential topics for work plans between Te Taumata o Apanui and each of the Culture and Heritage Parties.

**6 MANA KI TE MANA / PROCESSES AND PROCEDURES**

6.1. With respect to this Culture and Heritage Schedule, a mana ki te mana relationship contemplated in the body of Te Kawenata Matua, will exist through the direct engagement between the trustees of Te Taumata o Apanui and the relevant Chief Executives for the Culture and Heritage Parties.

6.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives.

6.3. With respect to this Culture and Heritage Schedule, those at the mana to mana level will, amongst other things, mandate matters concerning this Culture and Heritage Schedule and be jointly responsible for approval of the following (including any amendments or revisions):

6.3.1. the Culture and Heritage Work Plan; and

6.3.2. the Culture and Heritage Engagement Plan.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 6.4. At this level Te Taumata o Apanui and the Culture and Heritage Parties agree:
- 6.4.1. they will meet at least once annually, unless agreed otherwise, to consider the progress of initiatives outlined in, and whether any amendments are required to, the Culture and Heritage Work Plan and / or the Culture and Heritage Engagement Plan;
  - 6.4.2. the first meeting will take place within three months of a written request sent by Te Taumata o Apanui to the Culture and Heritage Parties; and
  - 6.4.3. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui and the Culture and Heritage Parties in relation to the relationship recorded in Te Kawenata Matua and this Schedule.

**7 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

- 7.1. With respect to this Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts as per clause 9.2 of Te Kawenata Matua to design, implement, monitor and evaluate the plans that are prepared as contemplated by [5.4] of this Schedule.
- 7.2. With respect to this Schedule, those at the mahi ki te mahi level will do the following:
- 7.2.1. work in partnership on the following in order to promote the objective of achieving the Culture and Heritage aspirations of Te Whānau a Apanui:
    - (a) designing, implementing, monitoring and evaluating programmes and systems to achieve the Culture and Heritage aspirations of Te Whānau a Apanui, as mutually agreed in shared work plans;
    - (b) engaging with Te Whānau a Apanui hapū and iwi throughout the design and implementation process to ensure programmes and systems reflect the wants and needs of the community;
    - (c) providing information about the resources that are available to support the mahi agreed to under this Culture and Heritage Schedule;
    - (d) informing those who they represent about the mahi agreed to under this Culture and Heritage Schedule;
    - (e) sharing and analysing data and insights while protecting the privacy and data sovereignty of Te Whānau a Apanui (in a manner consistent with the Māori Data Governance Model);
    - (f) reviewing Culture and Heritage outcomes for Te Whānau a Apanui and the effectiveness of measures being taken under this Agreement; and
  - 7.2.2. Work together to develop for approval in accordance with paragraph [6.3] of this Schedule (including any amendments or revisions):
    - (a) the Culture and Heritage Work Plan; and
    - (b) the Culture and Heritage Engagement Plan.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 7.3. At the mahi to mahi level Te Taumata o Apanui and the Culture and Heritage Parties agree:
- 7.3.1. administrative support and resourcing will be provided by the Culture and Heritage Parties;
  - 7.3.2. meetings will be held annually, or as otherwise required;
  - 7.3.3. parties may, over certain periods of time, mutually agree not to hold meetings;
  - 7.3.4. meetings will be held on dates and at venues agreed by the parties, with a preference for meetings to occur kanohi-ki-te-kanohi, in a location most suitable for Te Whānau a Apanui; and
  - 7.3.5. that meetings will be co-chaired by a person nominated by Te Taumata o Apanui and by a person nominated by the Culture and Heritage Parties.

**8 HUI TAHI / CONTACT**

- 8.1. In relation to this Culture and Heritage Schedule, Te Taumata o Apanui and the Culture and Heritage Parties commit to (at least) the following engagements:
- 8.1.1. annual meetings of the mana ki te mana personnel in accordance with paragraph 6.4 of this Schedule;
  - 8.1.2. meetings between the mahi ki te mahi personnel in accordance with paragraph 7.3 of this Schedule to be held annually, or as otherwise required;
  - 8.1.3. the joint creation and approval of the Culture and Heritage Work Plan and the Culture and Heritage Engagement Plan; and
  - 8.1.4. other meetings as required and agreed by Te Taumata o Apanui and the Culture and Heritage Parties to provide for the implementation of the Culture and Heritage Work Plan and the Culture and Heritage Engagement Plan.
- 8.2. The Parties will jointly take responsibility for confirming the meetings and meeting agenda.

**9 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 9.1. The contact person for the Culture and Heritage Parties for all matters relating to this Culture and Heritage Schedule is [role or individual from Manatū Taonga.]
- 9.2. The contact person for Te Taumata o Apanui for all matters relating to this Culture and Heritage Schedule is the [role or individual nominated by the Te Taumata o Apanui].
- 9.3. The contact persons named in clauses 9.1-9.2 of this Schedule may change appropriately as Te Taumata o Apanui, the Culture and Heritage Parties and their relationships evolve.
- 9.4. The Culture and Heritage Parties will engage with Te Taumata o Apanui where a policy or programme within its responsibilities will directly impact on Te Whānau a Apanui, because it affects the Culture and Heritage Parties' ability to fulfil any agreement to collaborate with Te Whānau a Apanui or is in an area of work in which Te Whānau a Apanui has expressed a particular interest.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 9.5. Te Taumata o Apanui will inform the Culture and Heritage Parties in good faith as soon as practicable about any circumstances which may affect the ability of Te Taumata o Apanui to deliver on any agreed actions in the Culture and Heritage Work Plan.
- 9.6. Parties will maintain effective and efficient communication with each other on a continuing basis.
- 9.7. In addition to the commitments outlined in the body of Te Kawenata Matua at clause 13, the Parties commit to:
- 9.7.1. as far as reasonably practicable, train relevant employees of the Parties to ensure that they are made aware of this Schedule and the practical tasks which flow from it;
  - 9.7.2. as far as reasonably practicable, inform other organisations with whom they work, central government agencies and stakeholders about this Schedule and future amendments; and
  - 9.7.3. include a copy of this Schedule on the Culture and Heritage Parties' websites.
- 9.8. It is agreed by the Parties that any issue regarding the interpretation of clauses in this Schedule shall be resolved after taking into account Te Taumata o Apanui vision and the principles of both Te Kawenata Matua and this Schedule.

**10 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS AGREEMENT**

- 10.1. In addition to the specific commitments in this Schedule, the Culture and Heritage Parties will, wherever practicable, engage with Te Taumata o Apanui on legislative and policy development or review which potentially affects Te Whānau a Apanui taonga and provide for opportunities for Te Taumata o Apanui to contribute to such developments.
- 10.2. If any of the Culture and Heritage Parties consult with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Culture and Heritage Parties operate, and which impacts on the purpose of this Agreement, the Culture and Heritage Parties shall:
- 10.2.1. notify Te Taumata o Apanui of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
  - 10.2.2. make available to Te Taumata o Apanui the information provided to Māori as part of the consultation process referred to in this clause; and
  - 10.2.3. advise Te Taumata o Apanui of the final outcome of any such consultation.
- 10.3. Where the Culture and Heritage Parties are required to engage under Te Kawenata Matua, the basic principles that will be followed in engaging with Te Taumata o Apanui trustees in each case are:
- 10.3.1. ensuring that Te Taumata o Apanui trustees are engaged with as soon as reasonably practicable following the identification and determination by the Chief Executive of the Culture and Heritage Party of the proposal or issues to be the subject of engagement;
  - 10.3.2. providing Te Taumata o Apanui trustees with sufficient information to make informed submissions in relation to any of the matters that are the subject of engagement;

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 10.3.3. ensuring that sufficient time is given for the participation of Te Taumata o Apanui trustees in the decision-making process including the preparation of submissions by Te Taumata o Apanui trustees in relation to any of the matters that are the subject of engagement;
- 10.3.4. ensuring that the Culture and Heritage Party will approach the consultation with Te Taumata o Apanui trustees with an open mind, and will genuinely consider the submissions of Te Taumata o Apanui trustees in relation to any of the matters that are the subject of engagement; and
- 10.3.5. reporting back to Te Taumata o Apanui trustees, either in writing or in person, in regard to any decisions made that relate to that engagement.

**11 PANONITANGA / AMENDMENT**

- 11.1. The terms of this Schedule may be varied with the written agreement of all the undersigned Parties to this Schedule.

**12 HAINATANGA / CULTURE AND HERITAGE SCHEDULE – EXECUTION**

- 12.1. By signing this Culture and Heritage Schedule, the undersigned Parties agree to work together in good faith in accordance with Te Kawenata Matua, and this Culture and Heritage Schedule. For the avoidance of doubt, Government Organisations will only be bound to the terms of the Schedule or Schedules of Te Kawenata Matua that they have signed.

6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

Signed for and on behalf of **the trustees of Te Taumata o Apanui** by their duly authorised signatories:

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(Name)  
Chief Executive  
**Te Taumata o Apanui**  
Date:

**WITNESS**

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Name:  
Occupation:  
Address:

Paul James  
Chief Executive  
**Te Tari Taiwhenua, Department of Internal Affairs**  
Date:

**WITNESS**

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Name:  
Occupation:  
Address:

Leauanae Laulu Mac Leauanae  
Tumu Whakarae, Chief Executive  
**Manatū Taonga, Ministry for Culture and Heritage**  
Date:

**WITNESS**

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Name:  
Occupation:  
Address:



6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS

Courtney Johnston  
Tumu Whakarae, Chief Executive  
**Te Papa Tongarewa, Museum of New  
Zealand**  
Date:

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Dr Arapata Hakiwai  
Kaihautū  
**Te Papa Tongarewa, Museum of New  
Zealand**  
Date:

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

Andrew Coleman  
Chief Executive  
**Pouhere Taonga, Heritage New Zealand**  
Date:

**WITNESS**

\_\_\_\_\_  
Name:  
Occupation:  
Address:

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**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS****Definitions**

<b>“Agreement”</b>	means the overarching all-of-Crown Joint Relationship Agreement
<b>“the Area”</b>	means the Te Whānau a Apanui Area of Interest
<b>“Culture and Heritage Parties”</b>	has the same meaning given to it in “the Parties” section of this Schedule
<b>“Deaccessioned”</b>	means the permanent removal of an item from the collections of Te Papa
<b>“Found”</b>	has the same meaning as in section 2 of the Protected Objects Act 1975
<b>“Inventories”</b>	means list of information
<b>“National Library”</b>	includes the Alexander Turnbull Library
<b>“Settlement Date”</b>	has the same meaning as in the Deed of Settlement.
<b>“Taonga”</b>	Taonga includes (but is not limited to) artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images, wāhi tapu, wāhi tapu areas, wāhi tūpuna/wāhi tīpuna, historic places and historic areas of interest to Māori. Te Papa includes natural environment collections in its definition of taonga.
<b>“Tiaki Taonga”</b>	means the care and management, use, development and revitalisation of, and access to, taonga; whether held by iwi, whānau and hapū or the Crown parties.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS****Appendix A: Work Plan Topics Specific to Culture and Heritage Parties**

Potential topics for Culture and Heritage Parties' respective work plans may include, but are not limited to, the topics identified below.

**Te Tari Taiwhenua Department of Internal Affairs****1 National Library Te Puna Mātauranga o Aotearoa****1.1. Collaborative Care and Management of Taonga:**

- 1.1.1. to work with Te Taumata o Apanui to develop processes to record what material relating to Te Whānau a Apanui taonga is being accessed from the collections;
- 1.1.2. to work with Te Taumata o Apanui to develop protocols concerning use of and access to material relating to Te Whānau a Apanui taonga;
- 1.1.3. to work with Te Taumata o Apanui to develop exhibition opportunities relating to Te Whānau a Apanui Settlement taonga; and
- 1.1.4. to provide Te Taumata o Apanui the opportunity to share their mātauranga regarding key activities and events at National Library.

**1.2. Sharing knowledge and expertise associated with Te Whānau a Apanui taonga:**

- 1.2.1. to share knowledge and expertise on Te Whānau a Apanui taonga held in New Zealand and overseas; and
- 1.2.2. to broker relationships with New Zealand and international libraries and heritage organisations.

**2 Archives New Zealand Te Rua Mahara o Te Kāwanatanga****2.1. Collaborative Care and Management of Taonga:**

- 2.1.1. to work with Te Taumata o Apanui to develop processes to record what material relating to Te Whānau a Apanui taonga is being accessed from the collections;
- 2.1.2. to work with Te Taumata o Apanui to develop protocols concerning use of and access to materials relating to Te Whānau a Apanui taonga;
- 2.1.3. The Chief Archivist will facilitate, where possible, the engagement of public offices with (the Settled Iwi) to identify and arrange for the discharge of any taonga records relevant to the (the Settled Iwi) which are scheduled for disposal and are not required for retention as part of the permanent Government record; and
- 2.1.4. to develop a process to provide information to Te Taumata o Apanui on the type of research being conducted when Te Whānau a Apanui taonga are being accessed.

**2.2. Monitoring delivery of service:**

- 2.2.1. to develop processes to monitor the effectiveness of the relationship with and services to Te Taumata o Apanui in achieving outcomes mutually agreed in the work plans.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

2.3. Analysis and reporting:

2.3.1. to prepare and prioritise a list of key questions to ask regularly in written reports to Te Taumata o Apanui which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

2.4. Advice for public offices and local authorities on access to Te Whānau a Apanui taonga:

2.4.1. to consult with Te Taumata o Apanui, and advise public offices and local authorities, on best practice in making access decisions for access to Te Whānau a Apanui taonga held by the public archives and local authorities.

**3 Museum of New Zealand Te Papa Tongarewa**

3.1. To work with Te Taumata o Apanui consistent with the principle of Mana Taonga which:

3.1.1. 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 Museum of New Zealand Te Papa Tongarewa's ("Te Papa") collections a special connection to the marae – Rongomaraeroa; and

3.1.2. shapes and informs many of Te Papa's activities and provides guidance for staff in the research, care, and management of taonga.

3.2. Collaborative Care and Management of Taonga:

3.2.1. to develop and maintain an inventory of Te Whānau a Apanui taonga held at Te Papa;

3.2.2. to work with Te Taumata o Apanui to develop exhibition opportunities; and

3.2.3. to provide opportunities to promote Te Whānau a Apanui artists at Te Papa.

3.3. To provide Te Whānau a Apanui the opportunity to share their mātauranga regarding key activities and events at Te Papa:

3.3.1. to recognise the Te Taumata o Apanui as an iwi authority for Te Whānau a Apanui in relation to taonga issues; and

3.3.2. to consult with Te Taumata o Apanui regarding, and provide Te Whānau a Apanui with the opportunity to acquire, Te Whānau a Apanui taonga that may be deaccessioned by Te Papa.

3.4. Sharing knowledge and expertise associated with Te Whānau a Apanui cultural heritage kaupapa:

3.4.1. to share knowledge and expertise associated with Te Whānau a Apanui cultural heritage kaupapa, including the following:

(a) Legislation (e.g. the Protected Objects Act 1975) museum policies and practices;

(b) Visitor Market Research & Evaluation methodology and data;

(c) Te Whānau a Apanui taonga held overseas;

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- 3.4.2. to actively facilitate Te Whānau a Apanui relationships with New Zealand and international museums, galleries and heritage organisations; and
- 3.4.3. to actively facilitate opportunities for access and reconnection of Te Taumata o Apanui taonga through the relationships stated in paragraph 10 (b) above.
- 3.5. Te Papa: Future Aspirations:
  - 3.5.1. In the future Te Papa and Te Taumata o Apanui will work together on:
    - (a) New Zealand Museum Standards Scheme;
    - (b) advice on cultural centre development;
    - (c) commercial Initiatives;
    - (d) exhibition and project partnership.

**4 Pouhere Taonga Heritage New Zealand– Māori Heritage**

- 4.1. From maunga kōrero to punawai, from whare tūpuna to rua kōiwi, Māori heritage places are taonga tuku iho, integral to Aotearoa/ New Zealand’s culture and identity. Pouhere Taonga – Heritage New Zealand (“Pouhere Taonga”) promotes the identification, protection, preservation and conservation of the historical and cultural heritage of our country.

**5 WHAKAORANGA TAONGA MARAE - MĀORI BUILDINGS CONSERVATION PROGRAMME**

- 5.1. Wharenui, wharekai, whare karakia, pātaka, pouhaki, tohu whakamaharatanga, waka, and other forms of Māori built heritage are important taonga to preserve for the future. Pouhere Taonga actively assists whānau, hapū and iwi initiatives to preserve these taonga through a range of advisory and on-site services.
- 5.2. These services include:
  - 5.2.1. conservation assessments;
  - 5.2.2. conservation technical advice and services;
  - 5.2.3. conservation workshops; and
  - 5.2.4. funding advice.

**6 MAHI HURA WHENUA - MĀORI HERITAGE AND ARCHAEOLOGY**

- 6.1. The Heritage New Zealand Pouhere Taonga Act 2014 (“the Act”) defines an archaeological site as a place associated with pre-1900 human activity where there may be evidence relating to the history of Aotearoa/New Zealand. When any development is planned that may affect an archaeological site or suspected archaeological site, the developer must apply for an archaeological authority. The archaeological authority provisions are contained in the Act. The developers must consult tāngata whenua. Pouhere Taonga staff:

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- 6.1.1. assess the impact of proposed land development on Māori cultural values, and check that consultation between developers and hapū or iwi has been conducted; and
- 6.1.2. help liaise with communities –relevant iwi, hapū and hāpori, landowners, developers, archaeologists.

**7 MAHI RĀRANGI KŌRERO - MĀORI HERITAGE AND THE LIST**

- 7.1. Formerly known as the Register, the New Zealand Heritage List/Rārangi Kōrero (“the List”) recognises historic places, historic areas, Wāhi Tapu, Wāhi Tapu areas and Wāhi Tūpuna that are significant to the heritage of Aotearoa / New Zealand. Entry of Māori heritage places on the List is a process that informs landowners and the public about these places and can also support their protection. The introduction of protection mechanisms like covenants and listing on district plans can be assisted by entering them onto the List. Inclusion on the List can also support applications for funding for preservation work. Pouhere Taonga staff:
  - 7.1.1. liaise and engage with relevant iwi/hapū and hāpori and interested groups, e.g. landowners, local authorities, government departments;
  - 7.1.2. specifically prepare Māori heritage proposals for entry on the List, researching the history and significance to iwi/hapū of their taonga places; and
  - 7.1.3. work with iwi/hapū and relevant groups towards the long term conservation, and protection of Māori heritage places, in particular through district planning mechanisms if this is deemed appropriate and conservation advice.

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**Appendix B: The Role of Manatū Taonga - Ministry for Culture and Heritage in relation to Taonga Tūturu**

The Minister for Arts, Culture and Heritage (“the Minister”) and the Chief Executive of the Ministry for Culture and Heritage (“the Chief Executive”) have certain roles in terms of the matters described in this Appendix. In exercising such roles, the Minister and the Chief Executive will provide Te Taumata o Apanui with the opportunity for input into those matters.

**1 RELATIONSHIP PRINCIPLES**

- 1.1. Te Taumata o Apanui, the Minister and the Chief Executive agree to abide by the relationship principles set out in [clause 6?] of this Agreement when implementing the relationship as set out in this Appendix and in exercising the various roles and functions described in this Appendix.

**2 RELATIONSHIP AGREEMENT PROVISIONS**

- 2.1. The Ministry for Culture and Heritage (“MCH”) agrees to comply with all of its obligations to Te Taumata o Apanui set out in the body and schedule of the Agreement.

**3 PROTECTED OBJECTS ACT 1975**

- 3.1. The Chief Executive has certain functions, powers and duties in terms of the Protected Objects Act 1975 (formerly known as the Antiquities Act 1975) and will engage with, notify and provide information to Te Taumata o Apanui trustees within the limits of the Act.

- 3.2. The Protected Objects Act 1975 regulates:

- 3.2.1. the export of protected New Zealand objects;
- 3.2.2. the illegal export and import of protected New Zealand and foreign objects; and
- 3.2.3. the sale, trade and ownership of taonga tūturu, including what to do if you find a taonga or Māori artefact.

**4 NOTIFICATION OF TAONGA TŪTURU**

- 4.1. From the date this Agreement is issued the Chief Executive will:
- 4.1.1. notify Te Taumata o Apanui in writing of any Taonga Tūturu found within the Area or identified as being of Te Whānau a Apanui origin found anywhere else in New Zealand;
  - 4.1.2. provide for the care, recording and custody of any Taonga Tūturu found within the Area or identified as being of Te Whānau a Apanui origin found anywhere else in New Zealand;
  - 4.1.3. notify Te Taumata o Apanui in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Area or identified as being of Te Whānau a Apanui origin found anywhere else in New Zealand;
  - 4.1.4. notify Te Taumata o Apanui in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Area or identified as being of Te Whānau a Apanui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

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- 4.1.5. notify Te Taumata o Apanui in writing of any application to the Māori 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 Area or identified as being of Te Whānau a Apanui origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

**5 OWNERSHIP OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF TE WHĀNAU A APANUI ORIGIN FOUND ELSEWHERE IN NEW ZEALAND**

- 5.1. If Te Taumata o Apanui lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Area or identified as being of Te Whānau a Apanui 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.
- 5.2. If there is a competing claim or claims lodged in conjunction with Te Taumata o Apanui's claim of ownership, the Chief Executive will consult with Te Taumata o Apanui 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.
- 5.3. If the competing claims for ownership of any Taonga Tūturu found within the Area or identified as being of Te Whānau a Apanui origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of Te Taumata o Apanui may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

**6 CUSTODY OF TAONGA TŪTURU FOUND IN THE AREA OR IDENTIFIED AS BEING OF TE WHĀNAU A APANUI ORIGIN FOUND ELSEWHERE IN NEW ZEALAND**

- 6.1. If Te Taumata o Apanui does not lodge a claim of ownership of any Taonga Tūturu found within the Area or identified as being of Te Whānau a Apanui origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 6.1.1. consult Te Taumata o Apanui before a decision is made on who may have custody of the Taonga Tūturu; and
- 6.1.2. notify Te Taumata o Apanui in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

**7 EXPORT APPLICATIONS - EXPERT EXAMINERS**

- 7.1. For the purpose of seeking an expert opinion from Te Taumata o Apanui trustees on any export applications to remove any Taonga Tūturu of Te Whānau a Apanui origin from New Zealand, the Chief Executive will register Te Taumata o Apanui trustees on the MCH Register of Expert Examiners.
- 7.2. Where the Chief Executive receives an export application to remove any Taonga Tūturu of Te Whānau a Apanui origin from New Zealand, the Chief Executive will consult Te Taumata o Apanui trustees as an Expert Examiner on that application, and notify the Te Taumata o Apanui trustees in writing of their decision.



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

**8 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975**

8.1. The Minister has functions, powers and duties under the Protected Objects Act 1975 and may consult, notify and provide information to Te Taumata o Apanui within the limits of the Act. In circumstances where the Chief Executive originally consulted Te Taumata o Apanui as an Expert Examiner, the Minister may consult with Te Taumata o Apanui where a person appeals the decision of the Chief Executive to:

8.1.1. refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or

8.1.2. impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

8.1.3. MCH will notify Te Taumata o Apanui in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where Te Taumata o Apanui was consulted as an Expert Examiner.

**9 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU**

9.1. The Chief Executive will register Te Taumata o Apanui trustees as a Registered Collector of Taonga Tūturu.

**10 BOARD APPOINTMENTS**

10.1. The Chief Executive shall:

10.1.1. notify Te Taumata o Apanui trustees of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

10.1.2. add Te Taumata o Apanui trustees' nominees onto MCH's Nomination Register for Boards, which the Minister appoints to; and

10.1.3. notify Te Taumata o Apanui trustees of any ministerial appointments to Boards which the Minister to, where these are publicly notified.

**11 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES**

11.1. The Chief Executive shall seek and consider the views of Te Taumata o Apanui trustees on any national monument, war grave or historic grave managed or administered by MCH, which specifically relates to Te Whānau a Apanui's interests.

11.2. Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the Te Taumata o Apanui, which the Chief Executive considers complies with the MCH's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

**12 HISTORY PUBLICATIONS RELATING TO TE WHĀNAU A APANUI**

12.1. The Chief Executive shall:

12.1.1. provide Te Taumata o Apanui trustees with a list and copies of all history publications commissioned or undertaken by MCH that relate substantially to Te Whānau a Apanui; and

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12.1.2. where reasonably practicable, consult with Te Taumata o Apanui trustees on any work MCH undertakes that relates substantially to Te Whānau a Apanui:

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

12.2. Te Taumata o Apanui trustees accept that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by Te Taumata o Apanui trustees, is entitled to make the final decision on the material of the historical publication.

**13 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**

13.1. When the Chief Executive requests cultural and/or spiritual practices to be undertaken by Te Whānau a Apanui within the Area, the Chief Executive will make a contribution, subject to prior mutual agreement, to the costs of undertaking such practices.

13.2. Where appropriate, the Chief Executive will consider using Te Taumata o Apanui trustees as a provider of professional services. The procurement by the Chief Executive of any such services set out in [clause 22 and 23] of Appendix B is subject to the Government Procurement Rules, all government good practice policies and guidelines, and MCH's purchasing policy.

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS****Appendix C: Background information of the agencies****1 Te Tari Taiwhenua (Department of Internal Affairs)**

- 1.1. Te Tari Taiwhenua Department of Internal Affairs (“the Department”) is the oldest government department and has been part of the fabric of New Zealand’s Public Service since the signing of the Treaty of Waitangi.
- 1.2. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. It works towards ensuring oranga hapū, iwi and Māori is improved through an enduring, equitable and positive Māori-Crown partnership; and that iwi, hapū and communities across New Zealand are safe, resilient and thriving.
- 1.3. The Department is responsible to several Ministers administering one vote across multiple portfolios. Our portfolios currently include Internal Affairs, Ministerial Services, Racing, Local Government, the Community and Voluntary sector, National Library, Archives New Zealand and the Chief Information Office.
- 1.4. The Minister of Internal Affairs oversees the Government’s ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
- 1.5. The Department:
  - 1.5.1. provides direct services to people, communities and government;
  - 1.5.2. provides policy advice to government;
  - 1.5.3. regulates people’s activity, encourages compliance and enforces the law;
  - 1.5.4. monitors performance; and
  - 1.5.5. currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
- 1.6. In March 2010 Cabinet agreed that the functions of the National Library and Archives New Zealand should be amalgamated into the Department of Internal Affairs. From the date of legal amalgamation the Chief Executive of the Department of Internal Affairs became accountable for the functions of the National Library and of Archives New Zealand.
- 1.7. The Chief Executive of the Department is responsible and accountable for the implementation of, and commitments set out in this Agreement in relation to the functions of the National Library and Archives New Zealand, and will have an important role in managing the overall relationship with Te Whānau a Apanui.

**2 National Library of New Zealand (Te Puna Mātauranga o Aotearoa)**

- 2.1. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. 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:
  - 2.1.1. 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;
  - 2.1.2. supplementing and furthering the work of other libraries in New Zealand; and

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- 2.1.3. working collaboratively with other institutions having similar purposes, including those forming part of the international library community.
- 2.2. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:
  - 2.2.1. 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;
  - 2.2.2. 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
  - 2.2.3. to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

**3 Archives New Zealand (Te Rua Mahara o te Kāwanatanga)**

- 3.1. Archives New Zealand leads in advising on and monitoring the public record, and in the preservation of public records of long-term value. Archives New Zealand administers the Public Records Act 2005 which sets the functions the department is required to provide and the powers necessary to carry out these functions.
- 3.2. Archives New Zealand works to achieve the following outcomes:
  - 3.2.1. Full and accurate records are kept by public sector agencies;
  - 3.2.2. Public archives are preserved and well-managed; and
  - 3.2.3. Public archives are accessible and used.
- 3.3. Archives New Zealand has a leadership and regulatory role in shaping, and intervening where necessary, in 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.
- 3.4. 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 information. These records form the record of each government administration.
- 3.5. Archives New Zealand ensures that public archives are preserved and well managed, while making those in the public arena accessible. The majority of the public archive is held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin.
- 3.6. Access to the public archive is promoted through customer assistance and support in each of Archives New Zealand's four reading rooms across the country, our remote enquiries service, along with an increasing online digital presence.
- 3.7. Archives New Zealand has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private and community records. Maintaining a presence and working within the wider community, including Māori, iwi and hapū is important to the department's role and responsibility. The regional offices provide local communities with access to records of local significance. Together we

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support government recordkeeping and Māori, iwi and hapū with the care and management of archives.

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

- 4.1. The Museum of New Zealand Te Papa Tongarewa (“Te Papa”) is an autonomous Crown Entity under the Crown Entities Act 2004. It was established by the Museum of New Zealand Te Papa Tongarewa Act 1992, replacing the former National Museum and National Art Gallery.
- 4.2. Te Papa’s purpose, as stated in the Museum of New Zealand Te Papa Tongarewa 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 and treasure the past, enrich the present and meet the challenges of the future”.
- 4.3. Under the Act, in performing its functions, Te Papa shall:
  - 4.3.1. 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;
  - 4.3.2. endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European, and other major traditions and 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;
  - 4.3.3. endeavour to ensure that the Museum is a source of pride for all New Zealanders.
- 4.4. For further information such as Annual Reports, Statements of Intent, and Statements of Performance Expectations, please refer to the Te Papa website: <https://www.tepapa.govt.nz/about/what-we-do/annual-reports-and-key-documents>.

**5 Manatū Taonga – Ministry for Culture and Heritage**

- 5.1. The Ministry works with national cultural agencies such as NZ On Air, Creative New Zealand, the New Zealand Film Commission, and Te Papa Tongarewa. We administer their funding, monitor their activities and support appointees to their boards.
- 5.2. The Ministry provides advice to government on where to focus its interventions in the cultural sector. It seeks to ensure that Vote funding is invested as effectively and efficiently as possible, delivering the most collective outcome, and that government priorities are met. The Ministry supports the Minister for Arts, Culture and Heritage, the Minister of Broadcasting, Communications and Digital Media, and the Minister for Sport and Recreation.
- 5.3. The Ministry is responsible for, and has a strong track record of, delivering high-quality publications (including websites), managing significant heritage and commemorations, and acting as guardian of New Zealand’s culture and kaitiaki of New Zealand’s taonga. The Ministry’s work prioritises cultural outcomes and also supports educational, economic and social outcomes, linking with the work of a range of other government agencies.
- 5.4. We maintain war graves and national memorials, including the National War Memorial. We award grants for regional museum projects, historical research, and Waitangi Day

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celebrations. The Ministry also maintains several heritage websites including Te Ara and NZHistory.govt.nz.

**6 Heritage New Zealand Pouhere Taonga**

- 6.1. Heritage New Zealand Pouhere Taonga, formerly the New Zealand Historic Places Trust, is the leading national historic heritage agency. We operate in an environment marked by a growing interest in heritage, recognition of its social, cultural, environmental and economic benefits to our country, and awareness of its importance to national identity.
- 6.2. Heritage New Zealand Pouhere Taonga is an autonomous Crown Entity under the Crown Entities Act 2004. It is supported by the Government and funded via Vote Arts, Culture and Heritage through the Ministry for Culture and Heritage. Its work, powers and functions are prescribed by the Heritage New Zealand Pouhere Taonga Act 2014.
- 6.3. Most protective mechanisms for land-based historic heritage are administered by local authorities through their District Plan policies and heritage listings under the Resource Management Act 1991, although Heritage New Zealand Pouhere Taonga retains regulatory responsibilities regarding archaeological sites.
- 6.4. It is currently governed by a Board of Trustees, assisted by a Māori Heritage Council. The national office is in Wellington, with regional and area offices in Kerikeri, Auckland, Tauranga, Wellington, Christchurch and Dunedin, and a portfolio of 48 historic properties we care for around the country.

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## SCHEDULE 11 – DATA SCHEDULE WITH STATISTICS NEW ZEALAND

**1 NGĀ HONONGA / PARTIES**

- 1.1. The parties to this Schedule (**Data Schedule**) will be as follows:
- 1.1.1. the trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui, which represents the hapū of Te Whānau a Apanui (**Te Taumata**); and
  - 1.1.2. Statistics New Zealand – Tatauranga Aotearoa (**Tatauranga Aotearoa**),
- (in this Schedule, each will be a **Party** and they will together be referred to as the **Parties**).

**2 NGĀ HERENGA MĀTĀPONO / PRINCIPLES**

- 2.1. Te Taumata and Tatauranga Aotearoa agree that, in addition to the relationship principles outlined in the body of Te Kawenata Matua at clause 6, the Parties will be guided by the following relationship principles reflecting the aspirations of Te Taumata:
- 2.1.1. **Mana ki te Mana:** the Parties will work together in a manner that recognises the “mana to mana” relationship. The respective views of the Parties will be heard, considered and afforded equal weight.
  - 2.1.2. **Whanaungatanga:** the Parties will develop a strong and transparent relationship through good faith, respect and integrity.
  - 2.1.3. **Rangatiratanga:** the data sovereignty of the iwi, hapū and whānau o Te Whānau a Apanui will be upheld.
  - 2.1.4. **Whakawhaiti:** the respective roles and value that each of the Parties bring to the relationship will be acknowledged.
  - 2.1.5. **Kaitiakitanga:** the Parties will adopt a culture of respect, guardianship, care and protection for data as a valued resource. The Parties acknowledge Te Whānau a Apanui data is a taonga over which Te Whānau a Apanui are kaitiaki. Data is an essential tool to empower Te Whānau a Apanui to secure pathways for future development and for good decision-making.
  - 2.1.6. **Oranga:** the long-term health and well-being of ngā uri o Te Whānau a Apanui is central to the relationship and the Parties will make decisions that are in the best interests of ngā uri o Te Whānau a Apanui.
  - 2.1.7. **Whakatipu:** the relationship between the Parties will be a long-term relationship that will grow and evolve over time.

**3 NGĀ TŪMANAKO / DATA ASPIRATIONS**

- 3.1. The aspirations of Te Whānau a Apanui in respect of this Data Schedule is to develop an effective and enduring relationship with Tatauranga Aotearoa, that will ensure:
- 3.1.1. that the current and future data needs of Te Whānau a Apanui are met;
  - 3.1.2. that Te Whānau a Apanui can exercise rangatiratanga, mana motuhake and data sovereignty;

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- 3.1.3. there are resources and opportunities available for Te Whānau a Apanui to develop infrastructure and a data system to access, use, analyse and secure data relevant to Te Whānau a Apanui;
- 3.1.4. the creation of a framework between the Parties to uphold Te Whānau a Apanui data sovereignty with respect to the collection, management, maintenance, storage / security, disclosure or other use of data which relates to Te Whānau a Apanui; and
- 3.1.5. the creation of principles, objectives, expectations and protocols to support the development and maintenance of a constructive and enduring Te Tiriti relationship between the Parties.

4 TE RAUTAKI / THE PLAN

4.1. The Parties:

- 4.1.1. understand the importance of the role of data in the development of the people of Te Whānau a Apanui particularly in the areas of the mātauranga o Apanui and seeking improved social, cultural and economic outcomes for Te Whānau a Apanui;
- 4.1.2. acknowledge that local and iwi-specific data is key to progressing work within these focused areas; and
- 4.1.3. agree to develop a plan that sets out:
  - (a) how Te Taumata and Tatauranga Aotearoa will work together;
  - (b) the work to be done;
  - (c) the persons that will carry out that work; and
  - (d) time timeframes for that work to be carried out in  
(the **Statistics Work Plan**).

4.2. Unless otherwise agreed, the Statistics Work Plan will include, amongst other things:

- 4.2.1. how Tatauranga Aotearoa will, through the provision of skills and expertise, support data work and research aimed at enabling Te Taumata to work towards fulfilling their aspirations and their strategic goals;
- 4.2.2. provisions for:
  - (e) the acknowledgement of Te Whānau a Apanui's aspirations;
  - (f) priorities for action to work towards achieving the aspirations of Te Whānau a Apanui; and
  - (g) identification of specific projects to address these priorities;
- 4.2.3. processes for identifying and agreeing funding and resources to successfully deliver the Statistics Work Plan;



**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 4.2.4. how outcomes and effectiveness of measures for Te Whānau a Apanui will be reviewed; and
- 4.2.5. how Tatauranga Aotearoa will work with Te Whānau a Apanui to facilitate and assist in the creation of a Data Work Plan that spans the Government Agencies, referenced in the Kawenata Matua paragraph 11.2.
- 4.3. The Statistics Work Plan will be reviewed annually, which will include identifying resourcing required to deliver it (within the fiscal, financial and capability constraints of both parties).

**5 MANA KI TE MANA / PROCESSES AND PROCEDURES**

- 5.1. With respect to this Data Schedule, a mana ki te mana relationship will exist through the direct engagement between the trustees of Te Taumata and the Chief Executive of Tatauranga Aotearoa.
- 5.2. For practical purposes, this mana ki te mana relationship may need to be exercised by authorised representatives.
- 5.3. With respect to this Data Schedule, those at the mana to mana level will, amongst other things, mandate matters concerning this Data Schedule. Te Taumata will approve the Statistics Work Plan (including any amendments or revisions) which will be endorsed by Tatauranga Aotearoa.
- 5.4. At this level Te Taumata and Tatauranga Aotearoa agree:
  - 5.4.1. they will meet at least once annually, unless agreed otherwise, to discuss the ongoing dialogue and planning of data work and research to support the strategic goals of Te Taumata (including considering any relevant review of, or necessary changes to, the Statistics Work Plan);
  - 5.4.2. the first meeting will take place within three months of a written request sent by Te Taumata to Tatauranga Aotearoa; and
  - 5.4.3. that communications will also occur when necessary to address issues that arise between Te Whānau a Apanui and Tatauranga Aotearoa in relation to the relationship recorded in Te Kawenata Matua and this Data Schedule.

**6 MAHI KI TE MAHI / PROCESSES AND PROCEDURES**

- 6.1. With respect to this Data Schedule, the mahi ki te mahi relationship contemplated in the body of Te Kawenata Matua will exist through the engagement of primary contacts identified at paragraph 9 of this Data Schedule to mahi tahi.
- 6.2. With respect to this Data Schedule, those at the mahi ki te mahi level, amongst other things, will do the following:
  - 6.2.1. work in partnership to promote the Te Whānau a Apanui objective of achieving their aspirations;
  - 6.2.2. develop for approval by those at the mana ki te mana level and in accordance with paragraph 5.3 of this Schedule, the Statistics Work Plan (including any amendments or revisions);
  - 6.2.3. implement, monitor and evaluate the Statistics Work Plan; and

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 6.2.4. reflect on the process and experience of working together to implement improvements.
- 6.3. At the mahi to mahi level Te Taumata and Tatauranga Aotearoa agree (subject to available resource) to:
  - 6.3.1. provide administrative support and resourcing to support the review of any applications made to Tatauranga Aotearoa itself under the Official Information Act 1982, which relate to Te Whānau a Apanui taonga and data; and
  - 6.3.2. [provide a financial contribution towards establishing the Statistics Work Plan].

**7 TATAURANGA AOTEAROA COMMITMENT**

- 7.1. In addition to the above, Tatauranga Aotearoa will work in an approach centred on mahi tahi:
  - 7.1.1. to understand the vision and data aspirations of Te Whānau a Apanui, and how they relate to their intended outcomes;
  - 7.1.2. to translate the vision, data aspirations and intended outcomes into agreed objectives and actions in the Statistics Work Plan;
  - 7.1.3. to give effect to the agreed actions wherever practical in a way that builds Te Whānau a Apanui data capacity and capability through mahi tahi; and
  - 7.1.4. to engage with Te Taumata in accordance with the relationship principles and as soon as reasonably practicable in respect of any Tatauranga Aotearoa policies or programmes that may directly impact on Te Whānau a Apanui, affects Tatauranga Aotearoa's ability to fulfil any agreement to collaborate with Te Whānau a Apanui, or relates to any area in which Te Whānau a Apanui has expressed an interest.

**8 HUI TAHI / CONTACT**

- 8.1. In relation to this Data Schedule, Te Taumata and Tatauranga Aotearoa commit to (at least) the following engagements:
  - 8.1.1. annual meetings of the mana ki te mana personnel in accordance with paragraph 5.4 of this Schedule;
  - 8.1.2. meetings between the mahi ki te mahi personnel in accordance with paragraph 6.3 of this Schedule;
  - 8.1.3. the joint creation and approval of the Statistics Work Plan; and
  - 8.1.4. other meetings as required and agreed by Te Taumata and Tatauranga Aotearoa to provide for the implementation of the Statistics Work Plan.

**9 WHAKAWHITIWHITI KŌRERO / COMMUNICATION**

- 9.1. The contact person for Tatauranga Aotearoa for all matters relating to this Data Schedule is the Senior Manager Partnerships and Engagement Te Tohu Rautaki Angitū Māori.
- 9.2. The contact person for Te Taumata for all matters relating to this Data Schedule is the [role or individual nominated by the Te Taumata].

**6.1: RELATIONSHIP AGREEMENT BETWEEN TE WHĀNAU A APANUI AND GOVERNMENT ORGANISATIONS**

- 9.3. The contact persons named in paragraphs 9.1 – 9.2 of this Schedule may change appropriately as Te Taumata, Tatauranga Aotearoa and their relationships evolve.
- 9.4. Te Taumata will inform Tatauranga Aotearoa in good faith as soon as practicable about any circumstances which may affect the ability of Te Taumata to deliver on any agreed actions in the Statistics Work Plan.
- 9.5. The Parties will maintain effective and efficient communication with each other on a continuing basis.

**10 PANONITANGA / AMENDMENT**

- 10.1. The terms of this Data Schedule may be varied with the written agreement of all the undersigned Parties to this Data Schedule.

**11 HAINATANGA / DATA SCHEDULE - EXECUTION**

- 11.1. By signing this Data Schedule, the undersigned Parties agree to be bound to the body of this Te Kawenata Matua, and this Data Schedule. For the avoidance of doubt, Government Organisations will only be bound to the terms of the Schedule or Schedules of the Te Kawenata Matua that they have signed.

Signed for and on behalf of **the trustees of Te Taumata** by their duly authorised signatories:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

[INSERT CROWN SIGNATURE BLOCKS FOR THE GOVT DEPARTMENTS HERE]

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**6.2 CONSERVATION RELATIONSHIP AGREEMENT**

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**CONSERVATION RELATIONSHIP AGREEMENT**

**Agreed by**

**The CROWN**

**And**

**The HAPŪ OF TE WHĀNAU A APANUI**

**CONSERVATION RELATIONSHIP AGREEMENT**

**Parties**

**The MINISTER OF CONSERVATION and the DIRECTOR-GENERAL OF  
CONSERVATION (for the CROWN)**

**And**

**The TRUSTEES OF TE TAUMATA O NGĀ HAPŪ APANUI, being the  
Te Whānau a Apanui post-settlement Te Taumata through the  
Te Whānau a Apanui Deed of Settlement (for The HAPŪ OF  
TE WHĀNAU A APANUI)**

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Appendix One: Te Mana Raraunga Charter

6.2: CONSERVATION RELATIONSHIP AGREEMENT

**1 HONONGA MATUA / PARTIES**

- 1.1. The parties to this partnership agreement (each referred to as a Party and collectively as the Parties) are:
- 1.1.1. The trustees of Te Taumata o Ngā Hapū o Te Whānau a Apanui, the post-settlement governance entity for Te Whānau a Apanui (Te Taumata)), who represent the hapū of Te Whānau a Apanui; and
- 1.1.2. The Minister of Conservation and the Director-General of Conservation (Director-General), who represent the Crown and the Department of Conservation / Te Papa Atawhai (Department).

**2 KUPU ARATAKI / PREAMBLE**

KIA KORIII!

Aue Taku Raukūmara e! Taku Raukūmara e!

Tiki-kapakapa, Tiki-tō-Hua e Tiki-kapakapa, Tiki-tō-hua e

Aue-Rehua, Rehua haramai Rehua – Ramrama, pānakenake, hei perepere hei!

(Haere mai rā!)

Haere mai e ngā iwi, Haere mai ngā iwi te kōrero

Te Aitanga-ā-Tiki, Matika mai I runga – whakarongo

Ki te reo e karanga atu nei, He karere nā te aroha

Taku Raukūmara e raru nei, Haere mai te iwi

Haere tāua, takahia atu ra Te Kereu ki Te Waiti e

Kia mārama rā Te Arawhata nā e kōpikopiko nei

Ko Tangiterau, ko Waitaputoa, Te Kaki o Te Moana

E rere Raukokore – taku awa e

Haere haere tāua

E piki ki Te Ranganui a Tao (a Toi)

Kei reira rā ngā kuri popoiaahi o Rongotaitimu e

Ka huri rā ki Pakihiroa – i hinga ai a Pararaki e

Taku Raukūmara nā Apanui

Nā Porou-ariki



6.2: CONSERVATION RELATIONSHIP AGREEMENT

Whītiki i tō kua, tō kura i hea? Tō kura i Mata-te-ra,  
I mananea, i Hauruia – Pupungia tāua, nga ariki, nga mana  
Kei whangaroa ki te kupu, Kei pāhika, ka ngaro e – aue

Tiki-kapakapa, Tiki-tō-hua e, Tiki-kapakapa, Tiki-tō-hua e

Haere mai e ngā iwi (Haere tāua, takahia atu rā)  
Haeremai ngā iwi te kōrero (Te Kereu ki Te Waiti e)  
Te Aitanga-ā-Tiki (Kia mārama rā Te Arawhata nā)  
Matika mai I runga – whakarongo (E kōpikopiko nei)  
Ki te reo e karanga atu nei (Ko Tangiterau, ko Waitaputoa)  
He karere nā te aroha (Te Kaki o Te Moana)

Taku Raukūmara e raru nei

Haere mai te iwi

Haere mai te iwi

Haere mai te iwi

Taku Raukūmara e!

E Ramarama, pānakenake, hei perepere hei

### 3 TE WHAKAPAPA / BACKGROUND

- 3.1. This relationship agreement (this Agreement) aims to assist in resetting the relationship between Te Whānau a Apanui and the Department in light of significant Crown breaches of Te Tiriti o Waitangi since 1840. This Agreement provides an initial set of scaffolding to be able to take a step towards developing a mutually beneficial and Te Tiriti o Waitangi / the Treaty of Waitangi consistent relationship between the Parties moving into the future.
- 3.2. In the Deed of Settlement the Crown acknowledges the special relationship of ngā hapū o Te Whānau a Apanui to the environment in their rohe, and that Te Whānau a Apanui consider the Raukūmara Range, the awa and the moana in their rohe to be taonga. The Crown also acknowledges the degradation of the Raukūmara Range as a result of introduced pests and the sedimentation of some of the awa has caused a sense of grievance within Te Whānau a Apanui that is still held today.
- 3.3. This Agreement is part of a conservation redress package that:
  - 3.3.1. reflects a whole-of-systems approach which is designed to provide Te Whānau a Apanui with influence and decision-making powers as provided in the Deed of

**6.2: CONSERVATION RELATIONSHIP AGREEMENT**

Settlement at a strategic, management and operational level in relation to conservation management within their Area of Interest; and

- 3.3.2. is consistent with a mana ki te mana approach (refer clause 9 below for further detail).
- 3.4. The body of this Agreement provides statements of Te Whānau a Apanui values and aspirations that the Department acknowledges, and relationship principles that the parties agree will underpin the relationship. The Schedules of this Agreement provide more detail of the expectations and obligations of the parties with reference to particular kaupapa.

**4 ARONGA / PURPOSE**

- 4.1. The purpose of this Agreement is to:
- 4.1.1. formalise a partnership between the Parties;
- 4.1.2. establish a set of relationship principles to guide the Parties in developing a constructive and enduring working relationship; and
- 4.1.3. provide a framework for engagement and collaboration between the Parties to work towards achieving the aspirations for Te Whānau a Apanui in a manner that respects Te Whānau a Apanui's values.
- 4.2. This Agreement should be read subject to the Te Whānau a Apanui Deed of Settlement. This Agreement will apply within the Area of Interest, as shown at XX.

**5 NGĀ UARA O TE WHĀNAU A APANUI / TE WHĀNAU A APANUI STATEMENT OF VALUES**

- 5.1. Te Whānau a Apanui has adopted the following statement of values, which express, protect and recognise their mana. The Department acknowledges that, for Te Whānau a Apanui, these values form the basis of this Agreement with the Department.

*Toitu te Mana Atua*

The Atua is the spiritual source of life, tapu, mauri and mana that guides the hapū of Te Whānau a Apanui in all decisions.

*Toitu te Mana Motuhake*

The hapū of Te Whānau a Apanui have unbroken, inalienable and enduring self-determination over their territory and all that exists within it. In the context of this Agreement, this is the exercise of autonomy and the right of the hapū of Te Whānau a Apanui to self-determine future outcomes for Te Whānau a Apanui, which arise from their enduring whakapapa and historical connections to their rohe.

*Toitu Te Tiriti o Waitangi*

Ngā hapū o Te Whānau a Apanui and the Crown are bound by the framework established in the sacred covenant signed between them in 1840, Te Tiriti o Waitangi.

In the context of the oranga of ngā hapū o Te Whānau a Apanui, the guarantee of tino rangatiratanga committed to in Te Tiriti o Waitangi requires the Crown (amongst other things) to actively recognise the rangatiratanga of ngā hapū o Te Whānau a Apanui, to protect their interests and wellbeing including positive intervention and to address

**6.2: CONSERVATION RELATIONSHIP AGREEMENT**

disparities and restore balance. This must be done in good faith and with respect, upholding the principles of partnership through mana ki te mana and mahi ki te mahi relationships.

*Toitu te Oranga Whānui*

The hapū of Te Whānau a Apanui have a right and associated obligations to ensure their cultural, spiritual, physical, environmental, social and economic well-being through the exercise of their own tikanga and customary practices.

The oranga of the people of ngā hapū o Te Whānau a Apanui is contributed to by acknowledging, maintaining and upholding each person's mana, oranga, tapu and mauri. These concepts are inextricably linked and must be equally and actively sustained in order to ensure the wellbeing of ngā hapū o Te Whānau a Apanui.

Ngā hapū o Te Whānau a Apanui also have the right to exercise influence over persons carrying out activities within, or impacting upon, the physical, spiritual, cultural, economic and environmental wellbeing of their people.

*Toitu te Mana o Nga Hapū*

the hapū of Te Whānau a Apanui each possess their own mana, tikanga and kawa, however, collective obligations also exist to preserve the unity and mana of the tribe to ensure the wise management of the entire tribal territory.

**6 TE PAPA ATAWHAI / THE DEPARTMENT OF CONSERVATION**

- 6.1. The parties acknowledge that the Department's functions are set out under the Conservation Legislation and include managing "for conservation purposes, all land, and all other natural and historic resources". As provided in section 4 of the Conservation Act 1987, the "act shall be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi".

**7 NGĀ HERENGA MĀTĀPONO / RELATIONSHIP PRINCIPLES**

- 7.1. The Parties agree an enduring, co-operative and genuine working relationship is required to facilitate change to restore and maintain the well-being of the Raukūmara and the wider natural environment within the Area of Interest of Te Whānau a Apanui.
- 7.2. The following relationship principles will underpin the relationship between the Parties:
- 7.2.1. the Parties will uphold Te Tiriti o Waitangi / the Treaty of Waitangi;
  - 7.2.2. the Parties agree to act in a manner that will recognise, respect, nurture, grow and celebrate the mana and rangatiratanga of the hapū of Te Whānau a Apanui;
  - 7.2.3. the Parties agree to act in a manner that recognises the role of the Department as the central government agency responsible for managing and promoting conservation of the natural and historic resources of New Zealand under Conservation Legislation for the benefit of present and future generations;
  - 7.2.4. the Parties will adopt a personal, positive, constructive, workable, practical and durable approach to the relationship between rangatira as well as the relationship with frontline workers and communities;

**6.2: CONSERVATION RELATIONSHIP AGREEMENT**

- 7.2.5. the relationship between the Parties will be one that is free, frank, fearless, resilient, flexible and strategic; and
- 7.2.6. the Parties acknowledge that the relationship will evolve over time.
- 7.3. The Parties agree to be guided by the following standards in all dealings that they have in relation to, or in connection with, this Agreement:
  - 7.3.1. the Parties acknowledge this Agreement is part of the wider conservation redress package as summarised at clauses 9.3 and 9.4;
  - 7.3.2. the Parties will maintain a “no surprises” approach by being open and transparent;
  - 7.3.3. the Parties will act in good faith, fairly and with integrity, honesty and the highest level of accountability;
  - 7.3.4. the Parties will respect the independence of the Parties and their respective mandates, roles and responsibilities;
  - 7.3.5. the Parties agree that data-driven decision-making, monitoring and evaluation is important to achieving conservation outcomes;
  - 7.3.6. the Parties will work together in a manner that recognises mana ki te mana and mahi ki te mahi relationships, ensuring the Parties are working at the appropriate levels with respect to relevant issues;
  - 7.3.7. the Parties will address issues and discuss disagreements openly, directly, and confidently when they arise; and
  - 7.3.8. the Parties recognise and acknowledge the benefits of working together by sharing their visions, knowledge and expertise forever.

**8 NGĀ TŪMANAKO O TE WHĀNAU A APANUI / TE WHĀNAU A APANUI ASPIRATIONS**

- 8.1. Te Whānau a Apanui hold the following aspirations in respect of the conservation lands and waters and the relationship that they have with the Department:
  - 8.1.1. That the inherent mana and rangatiratanga of Te Whānau Apanui to apply their own tribal laws and tikanga over their rohe is being fully exercised and respected by all.
  - 8.1.2. That Te Whānau a Apanui have the capability and capacity to fully exercise their role as kaitiaki over the conservation lands and waters.
  - 8.1.3. That there is enduring critical resourcing identified and made available to heal and restore the conservation lands and waters within the Te Whānau a Apanui rohe.
  - 8.1.4. That the mauri of all elements of the natural world within the rohe of Te Whānau a Apanui is strong and that these elements exist in sustainable balance, to help ensure that Te Whānau a Apanui are able to thrive.
  - 8.1.5. That Te Tiriti o Waitangi and the United Nations Declaration on the Rights of Indigenous Peoples are upheld.

## 6.2: CONSERVATION RELATIONSHIP AGREEMENT

## 9 MANA KI TE MANA

***Mana ki te mana (Te Tiriti o Waitangi / Treaty of Waitangi partners)***

- 9.1. The Parties acknowledge that, as per clause 22.5 of the Deed of Settlement, the mana ki te mana relationship is:
- 9.1.1. personified by the hapū of Te Whānau a Apanui and the Crown, through its Ministers;
  - 9.1.2. guided by the mutual commitment to honour Te Tiriti o Waitangi / the Treaty of Waitangi; and
  - 9.1.3. informed by the principle that the hapū of Te Whānau a Apanui and the Crown see themselves as equal partners in their relationship.

***Mana ki te mana (through delegated authority)***

- 9.2. The Parties agree that a mana ki te mana type relationship will also exist between the Parties where delegated authority from the hapū of Te Whānau a Apanui and the Minister of Conservation has occurred. This reflects the practical need for the right people to be working with those at the right level for the relationship to be effective.
- 9.3. The Parties acknowledge that the redress in the wider conservation package is one way in which this is achieved through:
- 9.3.1. the role of Te Whānau a Apanui, as a member of Te Whakahaere Takirua mō Te Raukūmara:
    - (a) in preparing a Te Raukūmara CMS, alongside the Director-General and in consultation with the relevant Conservation Boards;
    - (b) in approving, with the relevant Conservation Boards, a new Conservation Management Plan (CMP) for the Raukūmara lands;
    - (c) in approving an Annual Operational Plan for the Raukūmara lands; and
    - (d) in exercising functions that are delegated by the Minister of Conservation or Director-General to Te Whakahaere Takirua mō Te Raukūmara for the Raukūmara lands.
  - 9.3.2. the joint agreement, by the Director-General and Te Taumata, of a cultural materials plan that will allow Te Taumata to authorise members of Te Whānau a Apanui to collect flora from public conservation land within the area of interest, and possess dead protected wildlife found within the area of interest.
- 9.4. The Parties further acknowledge that clauses 1.1-1.08 of Schedule 1 of this partnership agreement is another way in which a mana ki te mana relationship (through delegation) is achieved. These clauses relate to the setting of strategic objectives for the partnership. This is a key mechanism for fostering collaboration between the parties, noting that:
- 9.4.1. Objectives will need to be consistent with Te Raukūmara CMS and Raukūmara Conservation Management Plan (once operative).
  - 9.4.2. The process for the co-preparation and/or co-approval of the CMS and CMP is independent of the process in this Agreement for setting strategic objectives to

**6.2: CONSERVATION RELATIONSHIP AGREEMENT**

guide the relationship between the parties. This reflects the different purposes and parties involved.

- 9.4.3. The process for setting of strategic objectives is more flexible, meaning objectives can be more easily amended to reflect changing circumstances or priorities, as well as potentially being more targeted and detailed than outcomes or objectives in Te Raukūmara CMS.
- 9.5. The processes and procedures that will be followed by Te Taumata and the Department to implement the mana to mana relationship are set out in each of the relevant Schedules to this Agreement.
- 9.6. A primary contact for each Party should be identified. These may change over time as the relationship between the Parties, and the persons representing them, evolves. In which case, the Parties will endeavour to notify each other of such changes in writing as soon as practicable following the changes being made.

**10 MAHI KI TE MAHI**

- 10.1. At an operational level, to facilitate and implement decisions made at the mana ki te mana level, the Parties will ensure that a “mahi ki te mahi” relationship is also maintained between the Parties. This will be a strategic and operational relationship. The Parties acknowledge that the following clauses in schedule 1 of this partnership agreement will help to enable this:
  - 10.1.1. Clauses 1.10-1.15 – Annual business planning. Provides for the identification of projects which would contribute to progressing the strategic objectives, subject to the outcome of the Parties respective annual budget processes. Within the Raukūmara lands, proposed projects will need to be consistent with the Annual Operation Plan developed by the Director-General but approved by Te Whakahaere Takirua mō Te Raukūmara. The Director-General must consider projects identified through this process for inclusion in the draft Annual Operational Plan provided they are consistent with the CMS, CMP, and Statement of Priorities provided by the Te Whakahaere Takirua mō Te Raukūmara.
  - 10.1.2. Clauses 2.1-2.6 (freshwater fisheries) and Clause 8.1-8.8 (Species and habitat protection). Commits the parties to a collaborative approach including early engagement on proposed activities and identification of opportunities to involve the other party. Within the Raukūmara lands, proposed activities/opportunities will need to be identified in the Annual Operation plan which is approved by Te Whakahaere Takirua mō Te Raukūmara.
  - 10.1.3. Clauses 7.1-7.5 (sites of significance). Commits the parties to a collaborative approach to identify and enable practical ways in which Te Whānau a Apanui can exercise kaitiakitanga over sites of significance located on public conservation lands and waters. This is in addition to the influence that Te Whānau a Apanui will exercise at a mana ki te mana level through the redress outlined at 9.3.1 above.
  - 10.1.4. Clauses 11.1-11.2 (cross-organisational opportunities). Includes information sharing between the parties and mutual capacity building and training opportunities.

**6.2: CONSERVATION RELATIONSHIP AGREEMENT**

- 10.2. The processes and procedures that will be followed by Te Taumata and the Department to implement the mahi to mahi relationship are set out in each of the relevant Schedules to this Agreement.
- 10.3. A primary contact for each of the Parties should be identified.

**11 MAHI TAHI / COLLABORATION**

- 11.1. The Department and Te Taumata will, in good faith, work collaboratively on matters of common interest in relation to conservation management, subject to any statutory limitations, and their capability, resources, and priorities.

**12 RARAUNGA / DATA**

- 12.1. The Parties agree in principle that:
  - 12.1.1. there is mutual benefit in the sharing of relevant data;
  - 12.1.2. subject to applicable laws and with respect to the legal rights and obligations of both Parties, data will be shared, used and monitored by the Parties to enhance conservation management within the Area of Interest;
  - 12.1.3. Te Whānau a Apanui consider that any data that is about or from the people, language, culture, resources or environment of Te Whānau a Apanui is a taonga to Te Whānau a Apanui;
  - 12.1.4. any data or information that is shared by the Parties will be appropriately managed to maintain trust between the Parties, to protect the privacy of Te Whānau a Apanui and others; and
  - 12.1.5. when responding to requests for the sharing of data or information, the relevant Party will act in good faith given any statutory limitations, and their capability, resources, and priorities.
- 12.2. In sharing data or information, Te Whānau a Apanui consider that both Parties should have regard to the principles of Māori data sovereignty (as developed by Te Mana Raraunga in the October 2018 Te Mana Raraunga Charter, attached as Appendix One).

**13 OFFICIAL INFORMATION**

- 13.1. The Department is subject to the requirements of the Official Information Act 1982 ("OIA").
- 13.2. The Department may be required in accordance with the OIA to disclose information that it holds relating to this Agreement or its Schedules, in which case it will disclose such information as is required by law.
- 13.3. The Department will notify Te Taumata and seek their views before releasing any information relating to this Agreement or its Schedules. The views and feedback of Te Whānau a Apanui must be taken into account.
- 13.4. To avoid doubt, the feedback or views of Te Taumata must be provided to the Department in a timely fashion, so that the Department can appropriately take them into account within the relevant and/or statutory timeframes for responding to the relevant request for information.

## 6.2: CONSERVATION RELATIONSHIP AGREEMENT

**14 WHAKAWHITIWHITI KŌRERO / COMMUNICATION AND ENGAGEMENT**

- 14.1. The Parties commit to maintaining on-going dialogue and will ensure timely and effective communications with each other from time to time as set out in the relevant Schedules.
- 14.2. The Parties will meet at such times as are necessary in accordance with the Schedules to this Agreement.
- 14.3. The Parties acknowledge that while the preferred method of meeting is kanohi ki te kanohi, other ways of communicating (email, phone, teleconferencing, or videoconferencing) may be used.
- 14.4. When making a decision, the Department will ensure:
  - 14.4.1. it will, to the extent legally possible, provide Te Taumata with the best information available to enable Te Whānau a Apanui to provide robust advice to the Department when the Department is making decisions on matters that Te Whānau a Apanui have previously indicated are significant to them;
  - 14.4.2. when it provides information, it will be provided as soon as reasonably practicable;
  - 14.4.3. it engages with Te Taumata in accordance with the relationship principles, in good faith, with an open mind, and that it will genuinely consider any views and/or concerns that Te Whānau a Apanui may have;
  - 14.4.4. it reports back to Te Whānau a Apanui, either in writing or in person, in regard to any decisions made in relation to which engagement occurred;
  - 14.4.5. it will inform relevant staff of the contents of this Agreement and their roles and responsibilities under it as soon as reasonably practicable.
- 14.5. In addition to 14.4, the Department will take a generous approach, to the extent legally possible, to provide Te Taumata with the best information available on other matters that Te Whānau a Apanui have previously indicated are significant to them.

**15 TAKIWĀ O TĒNEI WHAKAAETANGA / SCOPE OF THIS AGREEMENT**

- 15.1. The Department will make best endeavours to give effect to this Agreement, while recognising its statutory limitations, and finite capability and resources.
- 15.2. The commitments of Te Taumata under this Agreement are limited to the extent that they are within their capability, resources and priorities.
- 15.3. In accordance with the relationship principles listed at clause 6 above, the limitations expressed above at 15.1 and 15.2 do not preclude the Parties from agreeing to explore opportunities beyond those limitations on a no prejudice basis.
- 15.4. In accordance with the relationship principles listed at clause 6 above, nothing in this Relationship Agreement precludes the Parties from agreeing to explore opportunities beyond the express terms of this Agreement.
- 15.5. This Agreement is intended to further enhance existing relationships between the Department and Te Whānau a Apanui. Nothing in this Agreement displaces any existing or future arrangements or relationships between the Parties or between any other iwi, hapū or whanau group from Te Whānau a Apanui with the Department.



**6.2: CONSERVATION RELATIONSHIP AGREEMENT**

- 15.6. The Parties acknowledge that this Agreement will guide and assist all (now and in the future) separate direct relationships and arrangements held between hapū from Te Whānau a Apanui and the Government Organisations in their own right. Such relationships and arrangements will not be affected by this Agreement and will not limit the ability of the hapū of Te Whānau a Apanui to continue to engage with the Government Organisations.
- 15.7. This Agreement is entered into pursuant to sections [ ] of the [ ] Act and clause [ ] of the Te Whānau a Apanui Deed of Settlement. This Agreement does not override or limit:
- 15.7.1. legislative rights, powers or obligations;
  - 15.7.2. the functions, duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department;
  - 15.7.3. the ability of the Crown to introduce legislation and change government policy; and
  - 15.7.4. the legal rights and obligations of Te Whānau a Apanui or Te Whānau a Apanui.
- 15.8. The Deed of Settlement contains decision-making redress, as summarised at clause 9.3 and 9.4. The purpose of this Agreement is to formalise a relationship between the parties and establish a set of relationship principles to guide the Parties in developing the redress. This Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to:
- 15.8.1. land or any other resource held, managed or administered under Conservation Legislation;
  - 15.8.2. flora or fauna managed or administered under Conservation Legislation; or
  - 15.8.3. rights relating to the common marine and coastal area defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 15.9. A breach of this Agreement is not a breach of the Te Whānau a Apanui Deed of Settlement.
- 15.10. If the Crown breaches this Agreement without good cause, Te Taumata may:
- 15.10.1. seek a public law remedy, including judicial review; or
  - 15.10.2. subject to the Crown Proceedings Act 1950, seek to enforce this Agreement
- but in either case damages or compensation (with the exception of court costs) may not be awarded.
- 15.11. Clause 15.10 does not apply to any contract entered into between the Department and Te Taumata, including any independent contract for service or a concession.

**16 WHAKATAU RARURARU / DISPUTE RESOLUTION**

- 16.1. Any issues or concerns arising out of this Agreement, shall be resolved by taking into account the principles of this Agreement as set out in clause 7.
- 16.2. The Parties also commit to a resolution process that:
- 16.2.1. enhances and promotes the mana and integrity of each Party;

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- 16.2.2. is open and transparent;
  - 16.2.3. promotes whanaungatanga, manaakitanga and kotahitanga; and
  - 16.2.4. applies kōrero Rangatira (open, principled trustworthy dialogue by Rangatira with authority to commit their organisation).
- 16.3. Any issues or concerns shall be addressed through a Te Whānau a Apanui tikanga based kanohi ki te kanohi discussion in the first instance. This will require meeting in person to discuss and agree a process for the resolution of the matter.
- 16.4. If a Dispute is not resolved, or a process for resolving a Dispute is not agreed within 20 working days of an initial kanohi ki te kanohi discussion, then the matter shall be referred to mediation.

**17 AROTAKE / REVIEW**

- 17.1. The Parties may agree to review the terms of this Agreement from time to time, however, unless otherwise agreed, they commit to meeting at intervals of no longer than five years to consider the terms of this Agreement and its Schedules and make amendments as necessary in accordance with clause 18.1.

**18 PANONITANGA / AMENDMENT**

- 18.1. The terms of this Agreement may be varied with the written agreement of all of the Parties.

**19 HAINATANGA / EXECUTION**

- 19.1. By signing this Agreement, the undersigned Parties agree to be bound to the body of this Agreement and its Schedules.

Signed for and on behalf of **the trustees of Te Taumata** by their duly authorised signatories:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6.2: CONSERVATION RELATIONSHIP AGREEMENT

**SIGNED** by the **Minister of Conservation:**

**WITNESS:**

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

**SIGNED** by the **Director-General of Conservation:**

**WITNESS:**

Name: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

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**Appendix One: Te Mana Raraunga Charter**

[insert]

## SCHEDULE 1: PUBLIC CONSERVATION LANDS AND WATERS

**2 Strategic collaboration & Business Planning***Mana ki te mana (through delegated authority)*

- 1.2. As part of the mana ki te mana relationship between the parties at the level where delegated authority from the hapū of Te Whānau a Apanui and the Minister of Conservation has occurred, the parties agree to the processes below.

*Strategic objectives*

- 1.3. As soon as is practicable after the signing of this Agreement the Parties will meet to discuss long-term Strategic Objectives for their relationship across the Area of Interest (“**Strategic Objectives**”). For the Department this would involve District Operations Managers and Regional Operations Director or Directors (or Tier 3 and 4 equivalent).
- 1.4. It is expected that within the Area of Interest, the Strategic Objectives will guide the Department and Te Taumata towards an effective relationship by establishing a framework of high-level priorities for their relationship.
- 1.5. Unless otherwise agreed, within 6 months of their first meeting referred to in 4.1, the Parties will:
- (a) agree the strategic objectives; and
  - (b) agree the scope of the first annual work programme by which the Parties intend to achieve the strategic objectives.

*Annual meeting*

- 1.6. Unless otherwise agreed, at least once a year Te Taumata will meet with senior staff of the Department within the Area of Interest for the purposes of:
- (a) monitoring the progress of the long-term strategic objectives; and
  - (b) to discuss any other matters they may wish to raise relating to conservation management within the area of interest.
- 1.7. From the Department this would include the Regional Operations Director or Directors (or Tier 3 equivalent), or appropriate delegate, and the relevant District Operations Manager and other regional leadership team members (or Tier 4 equivalent).

*Referral of specific matters*

- 1.8. At these meetings, the parties will determine whether particular issues require meetings involving:
- (a) more senior representatives with delegated authority: The Director-General or appropriate Tier 2 manager (for the Crown); and the CEO of Te Taumata or appropriate senior manager; or
  - (b) the Treaty partners: The Minister of Conservation and the hapū of Te Whānau a Apanui.

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- 1.9. This could include matters arising from national work programmes, the Minister's priorities, Te Whānau a Apanui hapū priorities or matters that are not able to be agreed or resolved at the level of delegated authority of clause 7.6 and 7.7.

***Mahi ki te mahi***

- 1.10. As part of the mahi ki te mahi relationship between the Parties, to facilitate and implement decisions made at the mana ki te mana level, the parties agree to the processes below.

*Business planning*

- 1.11. The parties acknowledge that each undertakes separate business planning processes prior to the beginning of each new financial year or relevant planning period.
- 1.12. These business planning processes determine Te Taumata's and the Department's work priorities and commitments for the year or relevant planning period. For the Department, the initial business planning processes where forward work programmes are identified largely sit with the District Operations Managers (or Tier 4 equivalent).
- 1.13. The Regional Director Operations and relevant District Managers and representatives of Te Whānau a Apanui will meet at an early stage in their annual business planning processes to:
- (a) discuss priorities and commitments for the new financial year, including possible funding opportunities for operations in the Te Whānau a Apanui area of interest;
  - (b) discuss and where appropriate agree to<sup>4</sup>, opportunities for Te Taumata to undertake operational activities, such as species work and pest control with respect to the land in the Te Whānau a Apanui area of interest;
  - (c) discuss timeframes for the development of annual work programmes;
  - (d) identify and discuss potential projects to be undertaken together or separately that are consistent with the strategic objectives for the relationship;
  - (e) discuss the Department's regional and national priorities; and
  - (f) discuss Te Whānau a Apanui priorities.
- 1.14. If a specific project is undertaken together, the Department and Te Whānau a Apanui will determine the nature of their collaboration on that project which may include finalising a work plan for that project. In the event a specific project is not undertaken together, the Parties will advise one another of the reason(s) for this.
- 1.15. As part of annual discussions with senior managers of the Department and Te Whānau a Apanui, and as part of ongoing dialogue, the parties will advise each other of:
- (a) any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either party is working in the Area of Interest;

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<sup>4</sup> In relation to operational activities in the Raukūmara lands, agreement to these is only possible if they are provided for through the Annual Operational Plan approved by Te Whakahaere Takirua mō Te Raukūmara – refer clauses 13.109-122 of the Deed of Settlement for more detail.

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- (b) potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other party);
  - (c) potential opportunities for applying for funding for conservation purposes from Vote: Conservation, e.g. Ngā Whenua Rāhui (either jointly or individually with the support of the other party); and
  - (d) the status of any statutory or non-statutory planning documents that have an impact in the Area of Interest, including any planned or potential reviews.
- 1.16. Each year, the Parties will advise each other, by way of a letter or a report, describing the work that they have each carried out in that financial year to achieve the strategic objectives for the relationship.

**2 Freshwater**

- 2.1. Te Whānau a Apanui and the Department have shared aspirations for conservation of freshwater fisheries and habitats within the Area of Interest.
- 2.2. Te Whānau a Apanui's aspirations and conservation ethic for freshwater fisheries include the sustainable and traditional use of freshwater fisheries in accordance with Te Whanau Apanui kawa, tikanga and ritenga.
- 2.3. The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational (non-commercial) freshwater fisheries and freshwater fish habitats. The Department is responsible for the regulation of whitebait fishing under the applicable regulations. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act 1991 processes.
- 2.4. The Parties will co-operate in the conservation of freshwater fisheries and freshwater habitats. This may include seeking to identify areas for co-operation in the protection of riparian vegetation and habitats, and jointly developing or contributing to research and monitoring programmes with a particular focus on the Protocol Area.
- 2.5. The Department shall work with Te Taumata, and provide for Te Whānau a Apanui participation where reasonably practicable in the conservation management (including research and monitoring) of customary freshwater fisheries and freshwater fish habitats.
- 2.6. The Department shall work at an Area Office level to provide for the active participation of Te Taumata in the conservation management and research of customary freshwater fisheries and freshwater fish habitats by:
- (a) discussing with Te Taumata a general approach to be taken with the Department in respect of advocacy, and identifying:
    - (i) their respective priorities and issues of mutual concern; and
    - (ii) areas for co-operation in advocacy;
  - (b) having regard to the priorities and issues of mutual concern and areas for cooperation identified when the Department and Te Taumata makes decisions in respect of advocacy. To avoid doubt, the parties recognise that they will continue to make separate submissions in any Resource Management Act 1991 process;

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- (c) making non-confidential information available to Te Taumata to assist in improving their effectiveness in undertaking advocacy for the conservation of freshwater fisheries;
  - (d) with Te Taumata jointly developing or contributing to research and monitoring projects that aim to improve the understanding of the biology of customary freshwater fisheries and their environmental and habitat requirements with a focus on the Protocol Area;
  - (e) considering Te Taumata as a possible science provider or collaborator for research projects funded or promoted by the Department;
  - (f) working together to ensure that the relevant staff of the Department is aware of relevant tikanga relating to freshwater fisheries and habitats; and
  - (g) consulting Te Taumata when processing applications for the transfer and release of freshwater fish species, including eels, according to the criteria outlined in section 26ZM of the Conservation Act 1987.
- 3.1. As noted at 5.1, through their Treaty settlement and membership on Te Whakahaere mō Te Raukūmara, Te Whānau a Apanui will have the ability to jointly prepare Te Raukūmara CMS and jointly approve the Raukūmara Conservation Management Plan.
- 3.2. In addition to the above, through this Agreement, the Department and Te Taumata will meet to identify and seek to address issues affecting Te Whānau a Apanui at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any other Statutory Planning Document within the Area of Interest.

#### 4 Statutory (including concessions)

- 4.1. Through the decision-making redress provided in their Deed of Settlement, Te Whānau will a decision-maker in relation to:
- (a) The granting of concessions under Part 3B of the Conservation Act 1987 (**Raukūmara lands only**) – refer clause 13.126 of the Deed of Settlement and 4.3 below.
  - (b) Authorisations under section 38 of the Conservation Act in relation to hunting of non-protected exotic fauna, and associated activities but not hunting permits for recreational purposes (**Raukūmara lands only**) – refer clause 13.127 of the Deed of Settlement.
  - (c) Conservation processes within the Takutai Moana – refer clauses 11.23-11.50 of the Deed of Settlement and 4.4 below.
  - (d) Authorisations that sit with an administering body (for sites where Te Taumata has been appointed as the administering body, or appointed to control and manage).
- 4.2. The Minister, Director-General and their delegates (as the case may be) may grant concessions, permits and other authorisations under the Conservation Legislation (“**Statutory Authorisations**”).
- 4.3. Through their Treaty settlement and membership on Te Whakahaere Takirua mō Te Raukūmara, Te Whānau a Apanui will have the ability to exercise functions that are



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delegated by the Minister of Conservation or Director-General to Te Whakahaere Takirua mō Te Raukūmara in relation to Raukūmara lands.

- 4.4. The Te Whānau a Apanui deed of settlement and settlement legislation (where required) also provide that, within the rohe moana o te hapū, each hapū kōmiti on behalf of a hapū has a right to:
  - (a) have their views on specified statutory authorisations given particular regard to; or
  - (b) a right to give or withhold consent for the Minister, Director-General and their delegates (as the case may be) to consider applications for specified statutory authorisations.
- 4.5. The strategic objectives for the relationship will guide the parties to determine appropriate engagement on statutory authorisations (other than those covered by 9.3 and 9.4) within the Area of Interest.
- 4.6. At the first annual meeting of the Parties, Te Whānau a Apanui may provide the Department with an initial list which identifies the category of statutory authorisations that may impact the cultural, traditional and historic values of Te Whānau a Apanui, and which Te Whānau a Apanui wish to be engaged on.
- 4.7. These categories will be reviewed by the parties on a continuing basis.
- 4.8. For these categories of statutory authorisations, the Department will:
  - (a) advise and encourage all prospective applicants within the Area of Interest to consult with Te Whānau a Apanui before filing their application in order to address cultural issues arising as a result of the application; and
  - (b) act reasonably to address any concerns or issues raised by Te Whānau a Apanui; and
  - (c) consult with Te Whānau a Apanui at an early stage on such categories of statutory authorisations or renewal of statutory authorisations within the Area of Interest.
- 4.9. As the Department works within time limits to process statutory authorisation applications, at the earliest opportunity it will notify Te Whānau a Apanui of the timeframes for providing advice on impacts on the cultural, spiritual and historic values of Te Whānau a Apanui.
- 4.10. When issuing or renewing statutory authorisations that give authority for other parties to manage land administered by the Department, the Department will:
  - (a) require the third parties to manage the land according to the standards of conservation best practice; and
  - (b) encourage third parties to engage directly with Te Whānau a Apanui before using cultural information of Te Whānau a Apanui.

**5 Statutory Land Management Activities**

- 5.1. The strategic objectives for the relationship will guide the Parties' engagement on statutory land management activities within the Area of Interest. Te Whānau a Apanui have an ongoing interest in the range of statutory land management activities that are occurring within the Area of Interest.

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- 5.2. The Department and Te Whānau a Apanui will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of Te Whānau a Apanui, and will identify when engagement is appropriate. This includes when the Minister is considering:
- (a) vestings or management appointments for reserves held under the Reserves Act 1977;
  - (b) other management arrangements with third parties;
  - (c) classification of a reserve or changing reserve classifications;
  - (d) cancelling a vesting or revoking an administering body's appointment to control and manage under the Reserves Act 1977; or
  - (e) land disposal.
- 5.3. Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a Te Whānau a Apanui site of significance, the Department will discuss with Te Whānau a Apanui whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).
- 5.4. If at the date of this Agreement an appointment or vesting already exists with a local authority or other entity, and the land is a site of significance to Te Whānau a Apanui, the Department will encourage that local authority or other entity to engage with Te Whānau a Apanui to ensure that it has sufficient information available to understand the significance of the site to Te Whānau a Apanui.

**6 Cultural Materials**

- 6.1. The deed of settlement includes a commitment for the Department to jointly prepare with Te Taumata, post-settlement, a cultural materials plan covering:
- (a) the customary take of flora material within public conservation land within the area of interest of Te Whānau a Apanui; and
  - (b) the possession of protected wildlife found dead within the area of interest.
- 6.2. The deed of settlement and settlement legislation also provide that each hapū kōmiti on behalf of a hapū has a right to give or withhold consent for the Director-General to consider applications from third parties to possess wildlife matter or marine mammal matter found within their rohe moana o te hapū. The hapū of Te Whānau a Apanui agree that if the application is considered by the Director-General to be essential to the conservation management of the species, they will consent to the application.

**7 Sites Of Significance**

- 7.1. The Department recognises that there are wāhi tapu as well as other places of cultural and historical significance to Te Whānau a Apanui within the Area of Interest.
- 7.2. The Raukūmara redress outlined at 5.1 will provide Te Whānau a Apanui with significant influence in relation to conservation management activities that may impact sites of significance located within the Raukūmara lands.
- 7.3. In addition to the above, the Department will work with Te Taumata to respect Te Whānau a Apanui values, tikanga and kaitiakitanga attached to wāhi tapu and other places of

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significance that have been identified on lands administered by the Department within the Area of Interest by:

- (a) commit to working with Te Taumata to provide practical ways in which Te Whānau a Apanui can exercise kaitiakitanga and their tikanga over sites of significance and surrounding land;
- (b) managing, in co-operation with Te Taumata, sites of historic significance to Te Whānau a Apanui according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 2010 and such other standards, as agreed by the Parties, as well as Te Whānau a Apanui tikanga;
- (c) informing Te Taumata if *kōiwi* or taonga *tūturu* are found within the Area of Interest so that the relevant hapu can determine appropriate actions to be taken; and
- (d) where appropriate, assisting in recording and protecting wāhi tapu and other places of cultural significance to Te Whānau a Apanui and seeking to ensure they are not desecrated or damaged.

7.4. The parties will develop a process for Te Taumata to advise the Department of sites of significance and wāhi tapu. Information relating to wāhi tapu will be treated in confidence by the Department, unless otherwise agreed by Te Taumata, but subject to the Official Information Act 1982 and other relevant legislation.

7.5. The Department will engage directly with Te Taumata before carrying out work on public conservation land in the Area of Interest where the Parties agree that it is appropriate, either because of the nature of the work, or its location in relation to a site of significance identified under clause [7.3].

**8 Species And Habitat Protection (Including National Programmes And Pest Control)**

8.1. The Parties share aspirations to protect ecosystems and indigenous flora and fauna within the Area of Interest. The Raukūmara redress outlined at 5.1 will provide Te Whānau a Apanui with significant influence in relation to conservation management activities that will help achieve these shared aspirations.

8.2. In addition, these aspirations will be reflected in the strategic objectives for the relationship.

8.3. The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.

8.4. Te Whānau a Apanui aspires to live in harmony with Te Ao Turoa, and champion te oranga o te taiao. To this end the restoration and rebalancing of the ecological integrity of the taiao is of paramount importance to Te Whānau a Apanui, and ultimately the iwi seeks to manifest relationship with its rohe in a manner that respects the mauri, tapu and inter-relationship between all beings and their natural habitat. Te Whānau a Apanui seeks to ensure the indigenous biodiversity thrives, and is protected within its rohe. Te Whānau a Apanui aims to have its rohe restored to its abundance, a position of rauora; and to heal it from the harm that prolonged imbalance has caused.

8.5. Within the Area of Interest, the Department will:

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- (a) work with Te Whānau a Apanui to determine any species that is significant to Te Whānau a Apanui;
  - (b) work with Te Whānau a Apanui in respect of any national sites and species programmes, and
  - (c) provide opportunities for Te Whānau a Apanui to participate in any national sites and species programmes.
- 8.6. Te Whānau have already identified two areas on which they wish to be engaged when the Department or the Minister are considering:
- (a) the conservation status of species found within their rohe; and
  - (b) describing or evaluating the conservation values of areas or sites of significance within their rohe.
- 8.7. The Parties agree that preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand.
- 8.8. It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the Area of Interest, including:
- (a) monitoring and assessment of programmes;
  - (b) engaging and working directly with Te Whānau a Apanui on pest control activities particularly the use of pesticides within the Area of Interest;
  - (c) engaging, and working with Te Whānau a Apanui to address significant biosecurity threats or incidents that may occur or have occurred within the Area of Interest; and
  - (d) co-ordination of pest control where members of Te Whānau a Apanui are the adjoining landowner.
- 8.9. Through the annual business planning process, the Parties will create actions to progress these strategic objectives.

**9 Visitor And Public Information**

- 9.1. The Department may, as part of its statutory role under conservation legislation, wish to share knowledge about natural and historic heritage within the Area of Interest with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 9.2. The Parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of Te Whānau a Apanui with the land, waters and indigenous flora and fauna within the Area of Interest, and the responsibility of Te Whānau a Apanui as kaitiaki and tangata whenua in accordance with their tikanga to preserve, protect and manage the natural and historic resources within that area.
- 9.3. The Parties agree that:
- (a) they will raise public awareness of positive conservation relationships developed between the parties;

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- (b) they will engage with each other in respect of the development of visitor and public information that relates to the land and resources managed under Conservation Legislation in the Te Whānau a Apanui area of interest;
- (c) the Department will ensure that any information relating to Te Whānau a Apanui in any publication of the Department, is accurate and appropriate;
- (d) the consent of Te Whānau a Apanui is obtained for the disclosure of information received from Te Whānau a Apanui relating to Te Whānau a Apanui values, subject to the Official Information Act 1981 and other relevant Acts; and
- (e) the Department will obtain Te Whānau a Apanui consent before using information about Te Whānau a Apanui values for new interpretation panels, signs and other visitor publications.

**10 Conservation Advocacy**

- 10.1. From time to time, Te Whānau a Apanui and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act.
- 10.2. Areas of common concern include:
  - (a) protection and management of coastal and marine areas;
  - (b) protection and maintenance of wetland areas and reserves;
  - (c) protection and management of rivers, streams and waterways; and
  - (d) the effects of human activities and natural events on biodiversity.
- 10.3. From time to time the Parties will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and Te Whānau a Apanui will continue to make separate submissions in any Resource Management Act processes.

**11 Cross-Organisational Opportunities**

- 11.1. As part of the annual business planning process, the parties will discuss:
  - (a) opportunities and processes to share scientific and cultural resource and information, including data and research material (including to support Te Whānau a Apanui in exercising responsibilities as kaitiaki and to assist Te Whānau a Apanui to fulfil relevant terms of the Deed);
  - (b) opportunities for developing mutual understanding and developing relationships, with respect to values, conservation, environmental and cultural matters within the Relationship Agreement. Options may include wānanga; development of educational material; training opportunities; and secondments;
  - (c) opportunities to be involved or to nominate individuals to take part in relevant training initiatives and professional development opportunities run by both parties, including potential opportunities for full, fixed term or part time positions; holiday employment; internships; secondments; or student research projects which the parties agree may

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assist and promote conservation practises within the Area of Interest. The parties may propose candidates for these roles or opportunities;

- (d) the Department provides a week-long marae based training course, Te Pūkenga Atawhai, for all employees. From the date of signing this Agreement, the Department will initiate a process to append mutually agreed education material from Te Whānau a Apanui to the training materials for Te Pūkenga Atawhai that are held within the Area of Interest and invite Te Whānau a Apanui to participate in the presentation of information (where practicable and possible) for such Te Pūkenga Atawhai; and
- (e) staff changes and key contacts in each organisation.

11.2. Where appropriate, the Department will consider offering Te Whānau a Apanui an opportunity to recommend individuals or entities to provide professional services (such as, but not limited to, oral history and interpretation projects). Normal conflict of interest processes will be implemented to manage or avoid any perceived or actual conflict of interest. (By way of example only, where contracts are being considered for interpretation projects relating within the Area of Interest, the Department will inform Te Whānau a Apanui and request that Te Whānau a Apanui tender or submit a proposal for the opportunity or recommend providers to the Department for possible consideration for the contract delivery.)

**SCHEDULE 2: TAKUTAI MOANA****1 RECOGNITION OF THE MANA OF NGĀ HAPŪ O TE WHĀNAU A APANUI**

- 1.1 The Department recognises the mana of the hapū of Te Whānau a Apanui in relation to te rohe mana moana o Te Whānau a Apanui is:
- (a) unbroken, inalienable and enduring; and
  - (b) held and exercised by each of the hapū of Te Whānau a Apanui as a collective right.

**2 BACKGROUND**

- 2.1 Ngā hapū o Te Whānau a Apanui entered negotiations with the Crown on their takutai moana interests in 2003.
- 2.2 In 2008, the Crown signed a Heads of Agreement with the hapū that, amongst other things, recognised but for the vesting of the foreshore and seabed in the Crown by the Foreshore and Seabed Act 2004, ngā hapū o Te Whānau a Apanui would have had a claim to territorial customary rights in the takutai moana. The Heads of Agreement with ngā hapū o Te Whānau a Apanui included agreement from the Crown to provide for the participation of hapū in certain conservation processes, subject to certain conditions being met, including the High Court confirming territorial rights areas.
- 2.3 In 2009, takutai moana negotiations with Te Whānau a Apanui were put on hold while the government undertook a review of the Foreshore and Seabed Act. Following the review, the Foreshore and Seabed Act was repealed and replaced by the Marine and Coastal Area (Takutai Moana) Act 2011.
- 2.4 The deed of settlement (clauses 10.19-10.46) and settlement legislation (clauses 11.28-11.55) provides for the participation of hapū in certain conservation processes to the extent a broad equivalent is not possible to be provided to ngā hapū o Te Whānau a Apanui under part 3 of the Marine and Coastal Area (Takutai Moana) Act 2011.
- 2.5 This schedule provides for the outcomes that were intended by the Conservation Relationship Instrument agreed as part of the takutai moana negotiations. It sets out how the hapū of Te Whānau a Apanui, the Minister, and the Department will establish and maintain a positive and collaborative relationship as equal partners in good faith:
- (a) in respect of conservation matters within te rohe mana moana o Te Whānau a Apanui; and
  - (b) to contribute to the Crown's recognition of the ongoing and enduring mana of the hapū of Te Whānau a Apanui in respect of conservation matters in te rohe mana moana o Te Whānau a Apanui.

**3 ROLE OF EACH PARTY IN RELATION TO TAKUTAI MOANA**

- 3.1 This schedule recognises that the hapū of Te Whānau a Apanui have unbroken, inalienable and enduring mana in relation to their rohe moana. This mana, according to their tikanga, places the hapū of Te Whānau a Apanui within a sacredly interconnected world. This schedule recognises the tikanga of the hapū of Te Whānau a Apanui which protects and

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maintains this interconnection by respecting the mana, oranga, mauri and tapu of all other living beings, natural resources and their habitats within the tribal territory.

- 3.2 The hapū of Te Whānau a Apanui view their sacred relationship with their rohe moana as the source of their mana. The spiritual integrity of this relationship maintains and protects, according to tikanga and traditional matauranga, the manner in which the hapū of Te Whānau a Apanui live in balance with their rohe moana, and by which the balance between the hapū, the natural world and the spiritual realm is maintained.
- 3.3 Through their deep understanding of, and connection with, their rohe moana, the hapū of Te Whānau a Apanui have managed their interaction with the environment for generations. In turn, the flora, fauna, other species and natural habitats within their rohe moana have provided the hapū of Te Whānau a Apanui with their livelihood and nurtured them.
- 3.4 The Minister and the Director-General have certain functions, powers and duties under the conservation legislation, in relation to the common marine and coastal area. Of these statutes, the Marine Mammals Protection Act 1978, the Wildlife Act 1953, and Marine Reserves Act 1971 are directly relevant to the common marine and coastal area. Other legislation that the Department administers, such as the Conservation Act 1987, National Parks Act 1980 and Reserves Act 1977, only apply to the common marine and coastal area to the extent that areas protected under that legislation extend to the common marine and coastal area. The Minister also has some functions under the Resource Management Act 1991 and the Marine and Coastal (Takutai Moana) Act 2011.

**4 Policy**

- 4.1 When the Minister reviews the New Zealand Coastal Policy Statement, the Minister will seek and consider the views of the hapū of Te Whānau a Apanui on the review at the outset of the process.
- 4.2 The Minister and the Department will engage with the hapū of Te Whānau a Apanui when they develop or review any policy that impacts directly on te rohe mana moana o Te Whānau a Apanui.

**5 Information sharing**

- 5.1 The Department will make available to the hapū of Te Whānau a Apanui all existing information held by, and reasonably accessible to, the Department where that information is requested by the hapū of Te Whānau a Apanui for the purposes of assisting them to fully exercise their enduring and ongoing mana in respect of te rohe mana moana o Te Whānau a Apanui, and particularly for the following purposes:
  - (a) performing their functions and obligations, and exercising their powers, under the takutai moana section of the Deed of Settlement; and
  - (b) fully exercising their rights under this part of the Agreement.
- 5.2 In addition to the provision of information described in clause [12.1], the Department will:
  - (a) promptly advise the hapū of Te Whānau a Apanui of any proposed policy changes or directions that may impact directly on conservation matters in te rohe mana moana o Te Whānau a Apanui; and
  - (b) on request by the hapū of Te Whānau a Apanui, advise of, and make available to, them:



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- (1) a copy of any information held by the Department that relates directly to te rohe mana moana o Te Whānau a Apanui; and
- (2) GIS data that relates directly to conservation matters within te rohe mana moana o Te Whānau a Apanui; and
- (3) a copy of any research report produced or received by the Department that relates directly to conservation matters within te rohe mana moana o Te Whānau a Apanui.

5.3 The obligations in clause [5.1] and clause [5.2] of this schedule do not apply to information that the Department is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Department may withhold under the grounds set out in the Official Information Act 1982, provided that when making decisions under section 9 of that Act, officials must consider the public interest associated with providing information to assist in the exercise of the enduring and ongoing mana of the hapū of Te Whānau a Apanui where that information is relevant to te rohe mana moana o Te Whānau a Apanui.

**6 Changes to legislation**

6.1 Where the Department is reviewing, or proposes to make an amendment to, the conservation legislation or any relevant future legislation under which the Department or Minister has responsibilities, and that review or proposal will, or may, impact directly on te rohe mana moana o Te Whānau a Apanui, the takutai moana section of the Deed of Settlement (and associated provisions of the settlement legislation), or this schedule, the Department will engage with the hapū of Te Whānau a Apanui on that review or proposal.

**7 Marine mammals**Background

- 7.1 The Department acknowledges the cultural, historical, traditional and spiritual significance of marine mammals to the hapū of Te Whānau a Apanui.
- 7.2 The Department administers the Marine Mammals Protection Act 1978 and the Marine Mammals Regulations 1992 which provide for the establishment of marine mammal sanctuaries, permits in respect of marine mammals, the disposal of sick or dead specimens and the prevention of marine mammal harassment. All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are protected under the Marine Mammals Protection Act 1978. Under that Act, the Department is responsible for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff, any volunteers under its control and the public.

Strandings

- 7.3 The hapū of Te Whānau a Apanui consider that there is a spiritual relationship between the hapū of Te Whānau a Apanui and the sea. The stranding of a marine mammal must be viewed within this context. When a marine mammal is stranded upon a beach the hapū who exercise mana over the beach exercise mana over the marine mammal. That hapū decide the cultural protocols for dealing with the marine mammal.
- 7.4 The hapū of Te Whānau a Apanui have a long-standing history with dealing with marine mammals and marine mammal strandings. They have become proficient in dealing with marine mammals and marine mammal strandings and exercise their mana in this respect

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according to their tikanga. Their tikanga maintains the spiritual relationship and integrity of the sea, while providing for the mana, mauri and tapu of the marine mammal. There are strict rules about dealing with marine mammals, as have been handed down through generations. This is seen as part of their holistic relationship with the sea.

- 7.5 The Department's approach to strandings is guided by the deed of settlement, the settlement legislation and other legislation (including the Marine Mammals Protection Act 1978 and the Health and Safety in Employment Act 1992), the marine mammal action plan and, at a regional level, marine mammal stranding contingency plans.
- 7.6 In the event of a stranding in te rohe mana moana o Te Whānau a Apanui, the hapū of Te Whānau a Apanui and the Department will work together in good faith, including meeting the interests and concerns of the hapū of Te Whānau a Apanui (as set out at clause 10.4 of the Deed of Settlement and clauses 18 and 19 of this schedule) and the Department (as set out in clauses 17 and 20 of this schedule).
- 7.7 The hapū of Te Whānau a Apanui and the Department agree:
- (a) to nominate contact people from the hapū of Te Whānau a Apanui and the Department's area offices who will be available at short notice in the event of a marine mammal stranding; and
  - (b) that the nominated contact people will promptly notify each other of all strandings of which they have become aware in te rohe o mana moana o Te Whānau a Apanui.
- 7.8 At the request of the hapū of Te Whānau a Apanui, the Department will jointly convene workshops or wānanga for staff who work within te rohe mana moana o Te Whānau a Apanui and for hapū members to exchange skills and information concerning marine mammal strandings.
- 7.9 On rare occasions, a stranded marine mammal may need to be euthanised, for example, if it is distressed. If for animal welfare reasons a marine mammal needs to be euthanised, every effort will be made to ensure representatives of the hapū of Te Whānau a Apanui are enabled to follow appropriate tikanga.

Collection of materials for cultural and scientific purposes

- 7.10 The Department's view is that:
- (a) strandings offer unique opportunities to obtain information to increase understanding (including scientific knowledge and mātauranga Māori) of marine mammals. This knowledge is important to assist in the conservation management of marine mammals;
  - (b) obtaining information to increase understanding of marine mammals involves, in most cases, taking unobtrusive DNA samples, photos, and measurements of the dead marine mammals;
  - (c) other information to increase understanding of marine mammals may only be obtained during a necropsy (this is often carried out on the beach as part of the disposal process, or sometimes requires the marine mammal to be sent off site); and

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- (d) all information will only be obtained in accordance with the tikanga of the hapū of Te Whānau a Apanui (and in most cases is unlikely to conflict with the cultural use of marine mammal materials by the hapū of Te Whānau a Apanui).
- 7.11 Decisions on the nature of information required from a marine mammal will depend, amongst other things, on the views of the hapū of Te Whānau a Apanui and the conservation status of the species involved.
- 7.12 Unless the hapū of Te Whānau a Apanui and the Department agree otherwise, marine mammals will be made available to the hapū of Te Whānau a Apanui for the recovery of marine mammal matter, after information in clauses [7.10(b) and (c)] has been collected. For rarer species, the recovery of marine mammal matter may be delayed to enable necropsy information to be obtained.
- 7.13 Where a marine mammal must be sent off site (for example, for necropsy purposes), where practicable the Department will endeavour to return the marine mammal to the hapū of Te Whānau a Apanui, where requested by the hapū of Te Whānau a Apanui.
- 7.14 Where it is desirable to retain a marine mammal for a long period of time (whether by the Department or a third party) to increase knowledge of that species, this will be discussed with the hapū of Te Whānau a Apanui, and where practicable and desired by the hapū of Te Whānau a Apanui, returned to the hapū of Te Whānau a Apanui.

Research

- 7.15 Under the deed of settlement and settlement legislation, each hapū kōmiti on behalf of a hapū has a right to give or withhold consent for the Director-General to consider applications from third parties to possess marine mammal matter found within their rohe moana o te hapū.
- 7.16 The hapū of Te Whānau a Apanui agree that if the application is considered by the Director-General to be essential to the conservation management of the species, they will consent to the application.
- 7.17 Where consent is given, the Department and the relevant hapū kōmiti will work collaboratively with researchers to:
  - (a) determine access to dead marine mammals for research purposes; and
  - (b) agree processes for researchers to report-back on the results of any research undertaken.

Disposal of dead stranded marine mammals

- 7.18 Decisions on the subsequent disposal of any dead marine mammal will depend, amongst other things, on the views of the hapū of Te Whānau a Apanui and the conservation status of the species involved.
- 7.19 The hapū of Te Whānau a Apanui and the Department acknowledge that burial will generally be the most practical option for disposal of a dead stranded marine mammal.
- 7.20 The nominated contact people from the hapū of Te Whānau a Apanui and the Department will discuss and agree (where possible, in advance) possible burial sites that:
  - (a) are appropriate to the tikanga of the hapū of Te Whānau a Apanui; and

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(b) will meet health and safety and other statutory requirements.

7.21 The hapū of Te Whānau a Apanui will advise the Department, as soon as possible, if they require the Department to dispose of the carcass of a dead stranded marine mammal.

7.22 Subject to the prior agreement of the relevant director, operations (or tier 3 equivalent) where disposal of a dead stranded marine mammal is carried out by the hapū of Te Whānau a Apanui, the Department will meet the reasonable costs incurred by the hapū of Te Whānau a Apanui (up to the estimated cost which would otherwise have been incurred by the Department if it carried out the disposal).

Marine mammal population management plan

7.23 The Director-General will engage directly with the hapū of Te Whānau a Apanui when preparing a marine mammal population management plan that impacts directly on te rohe mana moana o Te Whānau a Apanui.

*Involvement in regional marine protection planning forums*

7.24 Where a regional marine protection planning forum under the Marine Protected Areas policy is established that physically overlaps with te rohe mana moana o Te Whānau a Apanui, the Director-General and the chief executive of the Ministry of Fisheries will invite a nomination from the hapū of Te Whānau a Apanui to be a member of that forum and, if the hapū of Te Whānau a Apanui wish, will appoint that nominee on that planning forum. The nominee will be a full member of that planning forum and, in addition will have the right to advise joint Ministers of the views of the hapū of Te Whānau a Apanui on the proposals determined by the forum.

7.25 If other regional marine protection planning forums under the Marine Protected Areas policy are established in the Northern-Eastern bio geographic region the Director-General and the chief executive of the Ministry of Fisheries will invite a nomination from the hapū of Te Whānau a Apanui to be an observer to that forum and, if the hapū of Te Whānau a Apanui wish, will appoint that nominee as an observer on that planning forum. The nominee will have the right to advise joint Ministers of the views of the hapū of Te Whānau a Apanui on proposals determined by the marine planning forum but will not be a full member of the planning forum.

## 8 Managing marine reserves

8.1 Where a marine reserve is established in te rohe mana moana o Te Whānau a Apanui, the Department will, at a regional or local office level:

- (a) work with the hapū that exercises mana over the area covered by the marine reserve to be involved in the strategic management of the marine reserve; and
- (b) keep the hapū of Te Whānau a Apanui informed of the management arrangements for the marine reserve, as appropriate.

## 9 Resource Management Act 1991 advocacy

9.1 In respect of advocacy under the Resource Management Act 1991 that relates to te rohe mana moana o Te Whānau a Apanui:

- (a) the Department and the hapū of Te Whānau a Apanui will:

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- (1) discuss annually the general approach that may be taken by the Department and the hapū of Te Whānau a Apanui in respect of advocacy under that Act, and seek to identify their respective priorities and issues of mutual concern; and
  - (2) have regard to the priorities and issues of mutual concern identified when the Department and the hapū of Te Whānau a Apanui make decisions in respect of advocacy under the Resource Management Act 1991;
- (b) the Department will make non-confidential resource information available to the hapū of Te Whānau a Apanui to assist in improving their effectiveness in resource management advocacy work; and
  - (c) the hapū of Te Whānau a Apanui will make available information to the Department in relation to any cultural values, activities of the hapu, or other matters that they wish to have taken into account in the Department's advocacy work or that could assist the Department in its advocacy work in relation to the identified priorities and issues of mutual concern.

9.2 To avoid doubt, the parties recognise that they will continue to make separate submissions in any Resource Management Act 1991 process and that making submissions that oppose the arguments or positions of the other party is not a breach of this relationship.

**10 Visitor information**

10.1 The Department will seek the agreement of the hapū of Te Whānau a Apanui on the installation and removal of visitor information, including interpretation panels and signs, and facilities for visitors, in te rohe mana moana o Te Whānau a Apanui, unless the installation and removal of that visitor information is required for public safety or essential for species conservation. This visitor information may include the cultural values of the site or area, its significance to the hapū of Te Whānau a Apanui and reference to the location being within te rohe mana moana o Te Whānau a Apanui.

10.2 The Department (at local office level) and the hapū of Te Whānau a Apanui will work together in good faith to:

- (a) erect signage at sites of cultural significance to the hapū of Te Whānau a Apanui, subject to resourcing; and
- (b) raise public awareness of any positive conservation partnerships between the hapū of Te Whānau a Apanui, the Department and other stakeholders, for example, by way of publications, presentations, and seminars; and
- (c) ensure that information contained in the Department's publications is accurate and appropriate, including by the Department obtaining the consent of the hapū of Te Whānau a Apanui for disclosure of information received from, or about, the hapū of Te Whānau a Apanui, and for the use of that information for new interpretation panels, signs and visitor publications in te rohe mana moana o Te Whānau a Apanui.

10.3 For Te Whānau a Apanui, the erection of pou whenua in their rohe is a long-standing practice that contributes towards the recognition of the mana of the hapū of Te Whānau a Apanui. Te Whānau a Apanui exercises this practice in accordance with their tikanga across their rohe.

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- 10.4 To erect pou whenua on public conservation land requires a concession under Part 3B of the Conservation Act 1987.
- 10.5 Ngā hapū o Te Whānau a Apanui will be able to make decisions about concessions to erect pou whenua within their rohe by the arrangements provided for in this deed through:
- (a) Te Whakahaere Takirua mō Te Raukūmara within the Raukūmara lands as provided for in clause 13.126 of the deed of settlement;
  - (b) the administering bodies of the reserves provided for under clause 15.1 of the deed of settlement; and
  - (c) the administering body of the Hāwai Scenic Reserve provided for under clause 13.132 of the deed of settlement.
- 10.6 Subject to the tikanga of nga hapū o Te Whānau a Apanui and any relevant laws, Te Whānau a Apanui may also erect pou on non-public conservation lands.

**11 Wāhi tapu**

- 11.1. The Department has a statutory role to conserve historic resources in protected areas (for example, marine reserves) within te rohe mana moana o Te Whānau a Apanui and will do this:
- (a) for wāhi tapu and wāhi tapu areas identified by the hapū of Te Whānau a Apanui that fall within a protected area; and
  - (b) with the consent of the hapū of Te Whānau a Apanui; and
  - (c) as it is appropriate according to the tikanga of the hapū of Te Whānau a Apanui.
- 11.2. The Department will treat as confidential any information provided by the hapū of Te Whānau a Apanui on wāhi tapu and wāhi tapu areas identified under para [11.1(a)], where the hapū of Te Whānau a Apanui requests that this information be kept confidential, subject to the Official Information Act 1981 and other relevant Acts.
- 11.3. The Department and the hapū of Te Whānau a Apanui will work together in good faith to:
- (a) establish processes, for dealing with information on wāhi tapu and wāhi tapu areas identified under para [11.1(a)], that recognise the management challenges confidentiality poses and the requirements of the hapū of Te Whānau a Apanui; and
  - (b) ensure that the hapū of Te Whānau a Apanui can exercise kaitiakitanga over those wāhi tapu and wāhi tapu areas.

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**7. LETTER OF INTRODUCTION**

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## 7: LETTER OF INTRODUCTION

Honiana Love  
Tumu Whakarae – Nga Taonga Sound & Vision  
70 Molesworth St,  
Thorndon,  
**WELLINGTON 6011**

Tēnā koe Honiana

**Deed of Settlement between the Crown and Te Whānau a Apanui: Letter of Introduction**

As you may be aware on [XX month year] the Crown signed a Deed of Settlement with Te Whānau a Apanui. The Deed is conditional on the passing of settlement legislation which will give effect to the settlement.

One of the principles guiding the settlement process is the strengthening of relationships between the Crown and Māori. I consider it is important for Te Whānau a Apanui and the Crown to establish an effective and durable Treaty relationship. This is also a matter of great importance for Te Whānau a Apanui.

As you are aware, iwi are increasingly using individual Treaty negotiations to set up post-settlement relationships with Crown agencies and to secure mechanisms which address social, economic and cultural issues with a view to improving outcomes for the members. As a result, the Crown is currently looking at ways to ensure iwi have clarity about how the relationship with the Crown will be managed post-settlement. This work may establish general policy outside, but parallel to the settlement process, which will assist the Crown to explore iwi aspirations.

In the deed of settlement with Te Whānau a Apanui, the Crown agreed to a write letter to the Ngā Taonga Sound & Vision to provide a platform for better engagement between the Te Whānau a Apanui Post-Settlement Governance Entity and Ngā Taonga Sound & Vision.

***Te Whānau a Apanui***

Accordingly, I am writing to introduce you to Te Taumata o Ngā Hapū o Te Whānau a Apanui as the governance entity of Te Whānau a Apanui, to outline the nature of Te Whānau a Apanui interests in the work that your agency undertakes and to suggest that your agency makes contact with Te Whānau a Apanui to foster a co-operative relationship and to confirm areas of mutual interest.

Attached for your information is a copy of the Te Whānau a Apanui area of interest.



7: LETTER OF INTRODUCTION

**Relationship with Ngā Taonga Sound & Vision**

Te Whānau a Apanui have expressed their desire to work with Ngā Taonga Sound & Vision towards an effective and ongoing relationship. Specifically, Te Whānau a Apanui are interested in engaging with Ngā Taonga Sound & Vision on the following matters:

- [Te Whānau a Apanui to insert matters of significance to iwi and their aspirations for relationship with Ngā Taonga Sound & Vision]

As a first step, I would appreciate it if you would encourage Ngā Taonga Sound & Vision to contact with Te Whānau a Apanui through the Te Taumata o Ngā Hapū o Te Whānau a Apanui in order to explore the best ways in which to engage in the future areas of mutual interest and by doing so establish a healthy relationship between the two parties in light of Te Whānau a Apanui social, cultural and economic aspirations.

The Chairperson of Te Taumata o Ngā Hapū o Te Whānau a Apanui is [XX] who may be reached at [e-mail, phone number]. The postal address for Te Taumata o Ngā Hapū o Te Whānau a Apanui is set out below:

[postal address]

If you have any additional questions please contact Jacob Pollock, Negotiations and Settlement Manager at Te Arawhiti on phone 027 221 8358 or by email at [Jacob.pollock@tearawhiti.govt.nz](mailto:Jacob.pollock@tearawhiti.govt.nz).

Nāku noa, nā

Lil Anderson  
**Tumu Whakarae – Te Arawhiti**

CC: [Te Taumata o Ngā Hapū o Te Whānau a Apanui contact]

7: LETTER OF INTRODUCTION

