

NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA

and

**THE TRUSTEES OF THE NGĀTI KAHUNGUNU KI WAIRARAPA
TAMAKI NUI-Ā-RUA SETTLEMENT TRUST**

and

THE CROWN

DEED OF SETTLEMENT SCHEDULE:

DOCUMENTS

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1 OVERLAY CLASSIFICATION

1.1 Overlay classification created over Castlepoint Scenic Reserve

Description of area

Castlepoint Scenic Reserve (as shown on OTS-203-13).

Preamble

Through the provisions of the shared redress legislation, the Crown will acknowledge the statement by the governance entity of their cultural, spiritual, historic and/or traditional values relating to Castlepoint Scenic Reserve.

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Values

Our every action is sourced in the values we have inherited from our Tīpuna. These values are:

Mana Atua: the highest value because it is the basis of Wairuatanga.

Mana Tīpuna: denotes the element of respect for the way we carry forward the legacy of our Tīpuna. This interacts with Mana Tāngata as an inherited value.

Mana Whenua: (including Mana Moana) denotes rangatiratanga, dignity and authority.

Whakapapa: the overall value that defines who we are and our links back to the Atua.

Taonga: the value defining what we treasure – what is precious to us.

Rawa: the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.

Tikanga: depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tīpuna.

Mauri: all things, both animate and inanimate, have been imbued with the mauri generated from the realm of te kore. The mauri represents the interconnectedness of all things that have being.

Kanohi ki te kanohi: engagement and formal consultation face to face.

These values are enshrined within kaitiakitanga.

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua are kaitiaki of **Rangiwhakaoma** (Castlepoint).

Rangiwhakaoma has always been a significant location for our Ngāti Kahungunu people, as a food gathering source.

Rangiwhakaoma was named by the ancestor, navigator Kupe, who was chasing the octopus of Maturangi across the expanse of Te Moana-nui-a-Kiwa (Pacific Ocean) to the cave below where the lighthouse is today.

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The name of this cave is “Te Ana o Te Wheke o Maturangi” (The cave of the Octopus of Maturangi).

The name Rangiwahakaoma means “The skies that race” owing to the nature of the clouds passing over.

Rangiwahakaoma is also where the Tākitimu waka landed, off-loading the tohunga Tūpai, whose skills as a tohunga became known throughout the land, having his own whare wananga.

His most celebrated student was Rongokako, who is the grandfather of our eponymous tribal ancestor, Kahungunu.

There are a number of wāhi-tapu and urupā within the district of Rangiwahakaoma. The most well-known is within the original native reserve – Ngā Tamatea, called the Castlepoint Settlers’ Cemetery which actually is in Maori ownership under the name of Ngapire Pōtangaoroa.

Ngapire Pōtangaoroa died 1939 and was the daughter of the celebrated Chief Paora Pōtangaoroa, who instigated the building of the Ngā Tau E Waru Meeting House at Te Ore Ore.

Wāhi-tapu and urupā were not restricted to what is just the Cemetery Reserve, as shown by the number of tāonga and koiwi that still continue to be found along the beach with the shifting of sand over time.

The Hapū most associated with Rangiwahakaoma and who assert Mana Whenua – Mana Moana, is Te Hika a Pāpāuma Ki Wairarapa, and their marae at Whakataki called Matira-Rangiwahakaoma.

Their customary rights are based on descent from Rākai-hiku-roa (Kahungunu’s grandson) and his wife Pāpāuma. Through the centuries Te Hika a Pāpāuma Ki Wairarapa identified themselves as a Ngāti Kahungunu hapū, but with strong kinship bonds with their inland relations from Ngāti Hāmua through marriage and trade over that same time period.

Protection Principles

The following protection principles are agreed by the Minister for Conservation the mandated representatives of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua for the purposes of avoiding harm to, or in the diminishing of iwi values related to Castlepoint Scenic Reserve:

- (a) protection of wāhi tapu, wāhi tīpuna, wāhi taonga, significant places, traditional materials and resources, flora and fauna, water and the wider environment of the Reserve;
- (b) recognition and respect for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua mana, kaitiakitanga, tīkanga/ kawa over and in the Reserve and in particular their relationship with wāhi tapu, wāhi tīpuna and wāhi taonga of the Reserve, and their relevance to the protection of Castlepoint Scenic Reserve;
- (c) encouragement of recognition and respect for the association of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua with the Reserve;

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- (d) accurate portrayal of the association and kaitiakitanga relationship of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua with the Reserve;
- (e) protection of indigenous flora and fauna and waters within Castlepoint Scenic Reserve and its immediate environs;
- (f) recognition of the interest of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tāmaki nui-a-Rua in actively protecting indigenous species, and the ecosystems in the Reserve; and
- (g) recognition of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-a-Rua mahinga kai and the provision of cultural resources in the Reserve.

Actions by the Director-General of Conservation in relation to specific principles

Pursuant to clause 5.1.4 of the deed of settlement, the Director-General has determined that the following actions will be taken by the Department of Conservation (the Department) in relation to the specific principles:

- (a) the Department staff, volunteers, contractors, conservation board members, concessionaires, administering bodies and the public (including local landowners) will be provided with information about Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua values related to the Reserve and will be encouraged to respect the association the iwi have with the Reserve including their role as kaitiaki;
- (b) the Department will engage with the trustees regarding the provision of all new Department public information or educational material related to the Reserve and where appropriate the content will reflect the significant relationship of the iwi with Castlepoint Scenic Reserve;
- (c) the Department will only use Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua cultural information relating to the Reserve with the consent of the trustees;
- (d) the Department will engage with the trustees on the design and location of any new signs in the Reserve to discourage inappropriate behaviour, including fossicking, the modification of wāhi tapu sites and disturbance of other taonga;
- (e) the public will be informed that the removal of all rubbish and wastes from Castlepoint Scenic Reserve is required;
- (f) significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible;
- (g) where significant earthworks and disturbances of soil and vegetation cannot be avoided, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua will be consulted and particular regard had to their views, including those relating to kōiwi (human remains) and archaeological sites;
- (h) any kōiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua to ensure representation is present on site to deal with the kōiwi or taonga in accordance with their tikanga, noting that the

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treatment of the kōiwi or other taonga will also be subject to any procedures required by law;

- (i) the Department of Conservation staff will consult the trustees over any proposed introduction or removal of indigenous species to and from Castlepoint Scenic Reserve;
- (j) the Department of Conservation will recognise the importance of the indigenous species and ecosystems of the Reserve to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua by monitoring the health of, and threats to, Castlepoint Scenic Reserve and by advocating sound and sustainable environmental planning principles and processes;
- (k) the Department of Conservation will foster a collaborative approach to working with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, Rangitāne o Wairarapa and Rangitāne o Tamaki nui-ā-Rua in respect of the ongoing management of the Reserve including informing the trustees of all monitoring plans, activities and processes for the protection of indigenous flora and fauna in the Reserve; and identifying opportunities for iwi involvement.

2 STATEMENTS OF ASSOCIATION

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua’s statements of association are set out below. These are statements of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua’s particular cultural, spiritual, historical, and traditional association with identified areas.

Ārete(hill) (as shown on deed plan OTS-203-03)

The headwaters of the Ruamahanga are in the Tararua Range near Ārete and the river meanders across the eastern side of the plains, building them up through deposits of gravels and silt, before entering the sea via the southern lake system. This maunga or mountain is also known as Hanga-o-Hiatangata. Hiatangata is the mother of Muretu the eponymous ancestor of the hapū Ngāti Muretu, a strong hapū of Ngāti Kahungunu.

The boundaries established by Tutepakihirangi included the Tararua Range and Arete where he stated that where the water flows into the Wairarapa is land for the people of the Wairarapa. These boundaries were established as the peace made through a kawenata between Ngāti Kahungunu and other iwi after the musket wars in 1841. This boundary setting established the lands for the Ngāti Kahungunu Ki Wairarapa people and their safe return from refuge in Nukutaurua.

Carter Scenic Reserve (as shown on deed plan OTS-203-04)

This repo or wetland is a part of the traditional Taratahi lands of Ngāti Kahungunu. The wetlands of the Wairarapa are a significant land feature for Ngāti Kahungunu because they are a key area for indigenous flora and fauna and mahinga kai. The traditional connection of Ngāti Kahungunu to what is now Carter Scenic Reserve is evidenced by the creation of eel fishing reserves when the surrounding land was alienated in the early 1850s.

This site is a part of the block of land traditionally known as Wairākau. It is famed as the place the kaihautu of the Tākitimu waka came to from Pāhāoa. While he constructed a garden on the lands bordering the wetland, this was the place where he brought a kaitiaki for the Tākitimu, Parakauiti, a taniwha. When the captain of the waka left, the taniwha remained and has become the kaitiaki for this area.

Through the province of Wairarapa there are fewer than five percent of wetlands left, so maintaining Carter Scenic Reserve is important, especially with respect to habitat for indigenous fauna. Ngāi Tāneroa and associated Ngāti Kahungunu hapū, and their marae, Hurunui-o-Rangi, are tangata whenua here and have enjoyed a long connection to this wetland.

Coastal Marine Area (as shown on deed plan OTS-203-02)

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua (“Ngāti Kahungunu”) are better known today as:

1. Ngāti Kahungunu ki Wairarapa; and
2. Ngāti Kahungunu ki Tāmaki nui-a-Rua.

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Ngāti Kahungunu trace their ancestry and connection to the coastal marine area from Tautāne to Turakirae from the earliest inhabitants through to the successive waves of Ngāti Kahungunu migrations into the district.

Ngāti Kahungunu migrations into Wairaraapa and Tāmaki nui-a-Rua were generally peaceful and achieved through “tuku” whereby land was gifted by the local inhabitants in return for tangible objects such as waka. This led to local inhabitants migrating whilst others remained and intermarriage ensued with protection given by the migrants. On occasion where there was resistance to Ngāti Kahungunu overtures, our ancestors simply took the land, describing this in the Native Land Court as giving the land “mana”.

The three Ngāti Kahungunu hapū karanga synonymous with the coastal marine area are:

1. Te Hika o Pāpāuma;
2. Ngāi Tūmapūhia-ā-Rangi; and
3. Ngāti Hinewaka.

These hapū were and continue to be seen today as tuturu hapū of Ngāti Kahungunu.

On the arrival of the sacred waka “Tākitimu” to Rangiwahakaoma (Castlepoint), there alighted one of the most famed tohunga on the waka, none other than Tūpai, who when he set up his whare wananga taught Rongokako, the son of Tamatea Arikiniui, the rangatira of Tākitimu.

The district of Wairarapa ki Tāmaki nui-a-Rua in the 19th Century was known as “Te Rohe o Rongokako”, an acknowledgement of our Ngāti Kahungunu whakapapa and history.

Ngāti Kahungunu occupied numerous pā and kāinga along the length of the coastal marine area from Tautane (where the headstone of a celebrated Ngāti Kahungunu chief is) to Turakirae which following the inter-iwi wars in the late 1830’s became the south Western boundary for Ngāti Kahungunu.

Ngāti Kahungunu’s interests along the coastal marine area are through traditional rights of whakapapa and occupation as descendants of Ngāti Kahungunu.

Ngāti Kahungunu are the kaitiaki for urupā all along the coastal marine area, some of which are in continued use today.

As previously stated, Ngāti Kahungunu had fought significant battles with the previous inhabitants from whom they took their mana by virtue of “Te Ringa Kaha”...the strong hand. These battles such as at Wainui where Te Whatuiāpiti and his war party of Ngāti Kahungunu warriors defeated their opponents to the extent that the river ran red with their blood are still recounted today.

Other battles took place further south at Aohanga at Pā Kōwhai and at Mātaikonā at Awapiripiri Pā where Te Hika o Pāpāuma defeated the original inhabitants to claim the mana over the land. For Ngāti Kahungunu these are the historical kōrero handed down to a new generation from an older one.

Defining kōrero such as this explain why the coastal marine area is of such paramount significance to Ngāti Kahungunu and continues to be so.

Ngāti Kahungunu not only claims a customary right within the coastal marine area, but a continuous occupation right.

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Lowes Bush Scenic Reserve (as shown on deed plan OTS-203-05)

This repo is a part of the traditional Taratahi lands of Ngāti Kahungunu. Lowes Bush Scenic Reserve and the wider wetlands are a key area for indigenous flora and fauna and mahinga kai. The traditional connection of Ngāti Kahungunu to what is now Lowes Bush Scenic Reserve is evidenced by the creation of eel fishing reserves when the surrounding land was alienated in the early 1850s.

Lowes Bush Scenic Reserve has some of the best examples of indigenous flora, especially Kahikatea, and the preservation of these trees is a focus for Ngāti Kahungunu and the community in this area. This repo is important because of its relatively northern location where there are even fewer wetlands than the southern lakes' area of Wairarapa Moana.

The marae community that include Lowes Bush Scenic Reserve in their whenua tawhito (traditional lands) is Hurunui-o-Rangi and the hapū from that marae and for that land is Ngāi Tāneroa. Hurunui-o-Rangi is associated with Ngāti Kahungunu through whakapapa and tikanga, including the powhiri process. Ngāi Tāneroa has a whakapapa association with Ngāti Kahungunu through Kahungunu's uncle, Uhenga Ariki who was the husband of Tāneroa.

Mount Hector (peak) (Pukemoumou) (as shown on deed plan OTS-203-06)

Mount Hector is a maunga in Tararua Range of significance to Ngāti Kahungunu. It is located on a traditional trail used as a means of communication and trade across the range to Manawatū District and also while hunting and gathering mahinga kai.

It is also on the ridgeline demarcating a more recent boundary created in 1839 by Ngāti Kahungunu and the iwi occupying Te Whanganui-a-Tara after several years fighting. This solemn peace described the boundary as "the waters that flow west are for you to drink and the waters flowing east will be for us to drink". Thus Ngāti Kahungunu was able to return and re-occupy their lands in the Wairarapa.

Ōumakura Scenic Reserve (as shown on deed plan OTS-203-07)

Ōumakura Scenic Reserve is a bush area near the coast with several species of native flora and fauna of importance to Ngāti Kahungunu for mahinga kai, rongoā and other uses present. Ōumakura is a significant Ngāti Kahungunu pā and occupation site, located in the hills between the closely occupied Waikekeno lands on the coast and the Ngā Waka a Kupe blocks inland and is traversed by the Umukuri Stream.

Ōumakura is part of the land given to Ngāti Kahungunu rangatira Māhanga-pūhua in exchange for the waka on which Māhanga-pūhua and his people had travelled from Hawke's Bay. This led to several Ngāti Kahungunu hapū coming to occupy the eastern coastal Wairarapa area. Ngāti Kahungunu hapū Ngāti Mahu and Ngāti Te Kawekairangi consider their association to this area was recognised when a reserve was set aside for Ngāti Kahungunu just a short distance east at Waikekeno in 1855.

Whilst the coastal pā such as at Waikekeno offered access to the abundant seafood resources and horticultural land where kūmara and other foods could be grown, Ōumakura provided these Ngāti Kahungunu hapū with the forest bounty and also the pathways further into the interior and further forest and freshwater resources.

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Pāhāoa Scientific Reserve (as shown on deed plan OTS-203-08)

Pāhāoa Scenic Reserve is situated on the coast a little over one kilometre south of the Pāhāoa River mouth. The reserve's sand dunes are habitat to one of the few remaining places on the South Wairarapa coast where pīngao plants grow reasonably well. Pīngao is highly prized for weaving.

Pāhāoa has significant historical and cultural significance to tangata whenua. Kupe left his nephew Rerewhakaitu near Pāhāoa and he is represented in the form of a large upright rock signalling to divers a place of abundant kai moana. It is also how the Rerewhakaitu Stream gets its name. Ngārarahuarau, a taniwha from Waimārama who travelled in search of his sister, Parakuiti, caught her scent at Pāhāoa and travelled up the river.

Pāhāoa is part of the land given to Ngāti Kahungunu rangatira Māhanga-pūhua in exchange for the waka on which Māhanga-pūhua and his people had travelled from Hawke's Bay. This led to several Ngāti Kahungunu hapū coming to occupy the eastern coastal Wairarapa area. The gruesome murder of Māhanga-pūhua's mother in this area meant that the peace agreed to by Ngāti Kahungunu was a significant compromise for peace. These events show the significance as maumahara or memorial for Ngāti Kahungunu.

Ngāti Kahungunu hapū Ngāti Rongomaiaia and Ngāti Te Aokino consider their association to this area was recognised when a reserve was set aside at Pāhāoa for Ngāti Kahungunu in 1855.

The Pāhāoa area is one of intensive Ngāti Kahungunu and earlier iwi settlement. The two pā sites above the reserve and the many stone rows, stone mounds, pits, midden, pā, urupā, and terraces in the vicinity reflect the high cultural value of this coastal land, providing access to abundant kai moana, good soil and growing conditions for gardening, and the river provided important access to inland mahinga kai and forests.

Rewa Bush Conservation Area (as shown on deed plan OTS-203-09)

This forest remnant is of great significance to Ngāti Kahungunu. The forest and its waterways have always been a valued source of mahinga kai, such as manu (birds), tuna (eels), berries, fruit, rongoā, and other resources. To access these vital resources Ngāti Kahungunu maintained a pā site a short distance south. The area also provided an important pathway for inland and coastal hapū of Ngāti Kahungunu.

Rewa Bush Conservation Area also marks a watershed of importance to the iwi. To the north-east it includes the headwaters of the Waihora Stream, a tributary of the Whareama River, and to the west it includes in the headwaters of the Kahumingi stream, a tributary of the Taueru River, and to the south it includes the Motuwairaka (Motuwaireka) Stream; all being waterways of great cultural and spiritual significance to Ngāti Kahungunu hapū Ngāi Tūmapūhia-ā-Rangi.

The Whareama leads out to one of Ngāti Kahungunu's crayfish spawning places, Waimīmiha. The Taueru is an ara tawhito (an ancient pathway) from the Ruamahanga and then crossing over here to streams leading out to the coast along the Whareama River and the Motuwairaka River. The Motuwairaka River leads out to the sea at what is now known as Riversdale, a very productive stretch on our coastline.

The pā just south of the Rewa Bush Conservation Area was likely a taupahī (seasonal resting place) site where coastal hapū worked to gather kai. While it is near an awa from the Rewa Bush site, taupahī were located by water sites that could support many people, as people would live

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there for at least three months. From this pā people would extend out into the ngahere to gather food.

Remutaka Forest Park (as shown on deed plan OTS-203-10)

The Remutaka Forest Park is a site of considerable importance to Ngāti Kahungunu. Remutaka takes its name from Haunui-a-Nanaia, the son of Popoto, one of the rangatira on the Kurahaupō waka. Haunui is also a descendant of Kupe, the first to discover Aotearoa. Haunui is also the tipuna of Rongomaiwahine, the most celebrated wife of Kahungunu who are the progenitors of the iwi Ngāti Kahungunu. Not only was Haunui responsible for naming Remutaka but he also named Wairarapa and many of the major rivers throughout the Wairarapa valley. There are many significant cultural and historical sites within and alongside the Remutaka Forest Park.

Pā are also present and it has been the site of many battles over the long period of Maori occupation and into the early 19th Century in particular as Ngāti Kahungunu were forced to fight to retain mana over our lands, having lost the lands to the west. The Remutaka Forest Park provides an important part of the landscape where the ridgeline defines the now peaceful boundary between east and west. The waters that flow to the east as laid down in the solemn peace agreement between Ngāti Kahungunu and iwi occupying Te Whanganui-a-Tara are for Ngāti Kahungunu to drink and in the case of the Remutaka Forest Park provides important sustenance for the flora and fauna of Wairarapa Moana.

Rocky Hills Sanctuary Area (as shown on deed plan OTS-203-11)

This sanctuary is a forest remnant of great significance to Ngāti Kahungunu. It takes in the headwater of the Waipunga Stream a tributary of the adjacent Wainuioru River and Pāhaoa River.

The settlement of Ngāti Kahungunu in the Wairarapa began with a request for land from Te Rangitāwhanga to his uncle, Te Rerewa, a rangatira of the resident iwi who was about to migrate to Te Waipounamu, which was responded to by a request for several waka. More waka were needed to make the exchange and Ngāti Kahungunu iwi came up the Wainuioru to harvest tōtara. To get these trees down the valley, a dam was formed by the logs so the water building up behind the logs brought energy to push the logs down the Pāhaoa to the coastline. The logs were carved into waka and exchanged for land, including Wairarapa Moana.

These types of hills are known to Ngāti Kahungunu as taipō. A taipō is a tipua and is connected with eeling and the success of the mahinga kai. If Ngāti Kahungunu people were unsuccessful or successful with their eeling the cause was often the taipō. Geologically the taipō was an uplifted feature that included but isn't restricted to sandstone. The sandstone deposits in the Rocky Hills were vital for processing stone implements such as from pounamu utilised throughout the rohe of Ngāti Kahungunu. This was important to Ngāti Kahungunu as an iwi that valued trading.

Turakirae Head Scientific Reserve (as shown on deed plan OTS-203-12)

Turakirae Head Scientific Reserve is located in the most south-western corner of what we know today as Wairarapa. The landforms at the reserve are testament to the enormous geological activity in the region over hundreds of years which has had significant effects for Ngāti Kahungunu on their land and other natural resources most evident with the effects on Wairarapa Moana causing major environmental changes. These effects at Turakirae include huge uplifts that have changed the form of the Cook Strait Canyon that is also the habitat for the inshore fishery. Such

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disruption of the shoreline can detrimentally affect a rich source of mahinga kai. The changes to Wairarapa Moana throughout time is the emergence of fault lines, especially as puna or springs allowed for new taupahī or seasonal food gathering places.

Turakirae is the pongaihu or nostril of Maui's fish, Te Ika-a-Māui of Aotearoa. However the name, as with several other significant landscapes on the southern Te Ika-a-Māui coastline, is said to have originated with Kupe. Kupe located one of his nephews named Matauranga at Turakirae to stand watch for Te Wheke o Maturangi and was then recognised as a significant fishery especially for hāpuku.

The Ngāti Ira of Palliser Bay of both Ira and Kahungunu descent ventured over to this region and beyond into Te Whanganui a Tara prior to the incursion of other iwi. These conflicts were resolved by 1840 and Turakirae became a significant landmark in the peace process between Ngāti Kahungunu, and these other iwi. Turakirae is the southern boundary of Ngāti Kahungunu iwi whose coastal rohe is encapsulated in the expression "Mai i Paritū ki te raki tae atu ki Turakirae ki te tonga", ie extending from Paritū in the north to Turakirae in the south.

Traditionally Turakirae was a significant point on the coastal trail, a trade and communication route between Wairarapa and Whanganui-a-Tara and further afield and also an area important to Ngāti Kahungunu as a base for seasonal fishing and seasonal camping.

3 DEED OF RECOGNITION

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 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua (the settling group); and
 - 1.1.2 the trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust (the governance entity).
- 1.2 In the deed of settlement, the settling group made statements of the settling group’s particular cultural, spiritual, historical, and traditional association with the following areas (the statutory areas):
- 1.2.1 Arete (hill) and Mount Hector (peak) (as shown on deed plans OTS-203-03 and OTS-203-06):
 - 1.2.2 Carter Scenic Reserve (as shown on deed plan OTS-203-04):
 - 1.2.3 Lowes Bush Scenic Reserve (as shown on deed plan OTS-203-05):
 - 1.2.4 Oumakura Scenic Reserve (as shown on deed plan OTS-203-07):
 - 1.2.5 Pahaoa Scientific Reserve (as shown on deed plan OTS-203-08):
 - 1.2.6 Rewa Bush Conservation Area (as shown on deed plan OTS-203-09):
 - 1.2.7 Remutaka Forest Park within the area of interest (as shown on deed plan OTS-203-10):
 - 1.2.8 Rocky Hills Sanctuary Area (as shown on deed plan OTS-203-11):
 - 1.2.9 Turakirae Head Scientific Reserve (as shown on deed plan OTS-203-12).
- 1.3 Those statements of association are –
- 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.
- 1.4 The Crown has acknowledged the statements of association in the [*name*] Act [*year*], being the settlement legislation that gives effect to the deed of settlement.

3: DEED OF RECOGNITION

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 a statutory area, consult and have regard to the views of the governance entity concerning the settling group's association with that statutory area as described in a 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 statutory 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 statutory area that is a river:
 - 2.2.5 locating or constructing structures, signs, or tracks.
- 2.3 The Minister and the Director-General of Conservation must, when consulting the governance entity under clause 2.1, provide the governance entity with sufficient information to make informed decisions.

3 LIMITS

- 3.1 This deed –
- 3.1.1 relates only to the part or parts of a statutory 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.

3: DEED OF RECOGNITION

4 **TERMINATION**

4.1 This deed terminates in respect of a statutory area, or part of it, if -

4.1.1 the governance entity, 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 the governance entity 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 the governance entity and the Crown are to be given under this deed in accordance with part 4 of the general matters schedule to the deed of settlement, except that the Crown's address where notices are to be given is -

Conservation Partnerships Manager,
Department of Conservation,
[address].

6 **AMENDMENT**

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

7 **NO ASSIGNMENT**

7.1 The governance entity 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, the governance entity, 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

3: DEED OF RECOGNITION

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

settling group and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have the meaning given to them by the deed of settlement; and

settlement legislation means the Act referred to in clause 1.4; and

statement of association means each 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

statutory area means an 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 statutory area; 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

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

DOCUMENTS

3: DEED OF RECOGNITION

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.

SIGNED as a deed on [*date*]

SIGNED for and on behalf of
THE CROWN by –

The Minister of Conservation in the
presence of –

WITNESS

Name:

Occupation:

Address:

The Director-General of Conservation
in the presence of –

WITNESS

Name:

Occupation:

Address:

DOCUMENTS

3: DEED OF RECOGNITION

Schedule

Copies of Statements of Association

[Name of area] (as shown on deed plan [*number*])

[statement of association]

[Name of area] (as shown on deed plan [*number*])

[statement of association]

4 PROTOCOLS

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

4.1 TAONGA TŪTURU PROTOCOL

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE AND HERITAGE REGARDING INTERACTION WITH NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA ON SPECIFIED ISSUES

1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [xx] between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown (the “Deed of Settlement”), the Crown agreed that the Minister for Arts, Culture and Heritage (the “Minister”) would issue a protocol (the “Protocol”) setting out how the Minister and the Chief Executive for Manatū Taonga also known as the Ministry for Culture and Heritage (the “Chief Executive”) will interact with the governance entity on matters specified in the Protocol. These matters are:
- 1.1.1 Protocol Area – Part 2;
 - 1.1.2 Terms of issue – Part 3
 - 1.1.3 Implementation and communication – Part 4
 - 1.1.4 The role of the Chief Executive under the Protected Objects Act 1975 – Part 5
 - 1.1.5 The role of the Minister under the Protected Objects Act 1975 – Part 6
 - 1.1.7 Effects on Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua’s interests in the Protocol Area – Part 7
 - 1.1.8 Registration as a collector of Ngā Taonga Tūturu – Part 8
 - 1.1.9 Board Appointments – Part 9
 - 1.1.10 National Monuments, War Graves and Historical Graves – Part 10
 - 1.1.11 History publications relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua – Part 11
 - 1.1.12 Cultural and/or Spiritual Practices and professional services – Part 12
 - 1.1.13 Consultation – Part 13
 - 1.1.14 Changes to legislation affecting this Protocol –Part 14
 - 1.1.15 Definitions – Part 15
- 1.2 For the purposes of this Protocol the governance entity is the body representative of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua who have an interest in the matters covered under this Protocol. This derives from the status of the governance entity as tangata whenua in the Protocol Area and is inextricably linked to whakapapa and has important cultural and spiritual dimensions.

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 1.3 Manatū Taonga also known as the Ministry (the Ministry) and the governance entity are seeking a relationship consistent with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles. The principles of Te Tiriti o Waitangi/the Treaty of Waitangi provide the basis for the relationship between the parties to this Protocol, as set out in this Protocol.
- 1.4 The purpose of the Protected Objects Act 1975 (“the Act”) is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

2 Multi-Agency Collaboration

- 2.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua seek opportunities for collaboration with the culture and heritage sector in relation to their cultural interests. The Ministry agrees to meet with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and other agencies to identify and discuss potential opportunities for collaboration.

3 PROTOCOL AREA

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

4 TERMS OF ISSUE

- 4.1 This Protocol is issued pursuant to section [xx] of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Claims Settlement Act (“the Settlement Legislation”) that implements the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

5 IMPLEMENTATION AND COMMUNICATION

- 5.1 The Chief Executive will maintain effective communication with the governance entity by:
- 5.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;
 - 5.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;
 - 5.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
 - 5.1.4 meeting with the governance entity to review the implementation of this Protocol if requested by either party;
 - 5.1.5 as far as reasonably practicable, training relevant employees within the Ministry on this Protocol to ensure that they are aware of the purpose, content and implications of this Protocol and of the obligations of the Chief Executive under it;

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 5.1.6 as far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

including a copy of the Protocol with the governance entity on the Ministry's website.

6 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

General

- 6.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:

6.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand;

6.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand;

6.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand;

6.1.4 notify the governance entity 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 Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and

6.1.5 notify the governance entity 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 Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found elsewhere in New Zealand

- 6.2 If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua 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.

- 6.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 6.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found anywhere else in New Zealand, cannot be resolved, the Chief Executive at the request of the governance entity may facilitate an application to the Māori Land Court for determination of ownership of the Taonga Tūturu.

Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin found elsewhere in New Zealand

- 6.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua 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:
- 6.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
 - 6.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

Repatriation

- 6.6 In respect of Taonga Tūturu of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua found prior to 1 April 1976, the Minister and Chief Executive recognize the importance of such Taonga Tūturu to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and acknowledge the efforts of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to protect and repatriate those Taonga Tūturu.

Export Applications

- 6.7 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 6.8 Where the Chief Executive receives an export application to remove any Taonga Tūturu of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua origin from New Zealand, the Chief Executive will consult the governance entity as an Expert Examiner on that application, and notify the governance entity in writing of the Chief Executive's decision.

7 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975

- 7.1 The Minister has functions, powers and duties under the Act and may consult, notify and provide information to the governance entity within the limits of the Act. In circumstances where the Chief Executive originally consulted the governance entity as an Expert Examiner, the Minister may consult with the governance entity where a person appeals the decision of the Chief Executive to:
- 7.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
 - 7.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 7.2 The Ministry will notify the governance entity in writing of the Minister's decision on an appeal in relation to an application to export any Taonga Tūturu where the governance entity was consulted as an Expert Examiner.

8 EFFECTS ON NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA INTERESTS IN THE PROTOCOL AREA

- 8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's interests in the Protocol Area.
- 8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua interests in the Protocol Area.
- 8.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

9 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

- 9.1 The Chief Executive will register the governance entity as a Registered Collector of Taonga Tūturu.

10 BOARD APPOINTMENTS

- 10.1 The Chief Executive shall:
- 10.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
 - 10.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and
 - 10.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints 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 the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.
- 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 governance entity, which the Chief Executive considers complies with the Ministry'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

- 12.1 The Chief Executive shall:

DOCUMENTS

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

- 12.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua; and
- 12.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua:
- (a) from an early stage;
 - (b) throughout the process of undertaking the work; and
 - (c) before making the final decision on the material of a publication.
- 12.2 It is accepted that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.
- 13 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**
- 13.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngātu Kahungunu within the Protocol 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 the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.
- 13.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government’s Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry’s purchasing policy.
- 14 CONSULTATION**
- 14.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:
- 14.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;
 - 14.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
 - 14.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
 - 14.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

14.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.

15 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL

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

15.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

15.1.2 make available to the governance entity the information provided to Māori as part of the consultation process referred to in this clause; and

15.1.3 report back to the governance entity on the outcome of any such consultation.

16 DEFINITIONS

16.1 In this Protocol:

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

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

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

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

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

governance entity means the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust.

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

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua has the meaning set out in clause [xx] of the Deed of Settlement.

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

4: PROTOCOLS: TAONGA TŪTURU PROTOCOL

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

an object that—

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

ISSUED on

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

WITNESS

Name:

Occupation:

Address:

ATTACHMENT A
THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA



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

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister may amend or cancel this Protocol, but only after consulting with the governance entity and having particular regard to its views (section []).

2. Limits

2.1 This Protocol does not -

2.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law and government policy, including:

(a) introducing legislation; or

(b) changing government policy; or

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

2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of [] (section []); or

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

3. Breach

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

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

4: PROTOCOLS: CROWN MINERALS PROTOCOL

4.2 CROWN MINERALS PROTOCOL

4: PROTOCOLS: CROWN MINERALS PROTOCOL

PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA 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 trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust (the governance entity) and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with the governance entity on matters specified in the Protocol.
- 1.2 Both the Ministry and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the “**Act**”) requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that [insert name of trust] is the governance entity of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and represents Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.
- 1.5 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua 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.

2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Ministry in relation to minerals administered in accordance with 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 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua 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 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua:
- (a) assert that they maintain in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the minerals in their rohe; and

4: PROTOCOLS: CROWN MINERALS PROTOCOL

- (b) record that they consider their ownership, management and control of such minerals has been expropriated by the Crown and that this is a serious Treaty breach.

3.2 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 minerals 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 Appendix 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 Minister will ensure that the governance entity is consulted by the Ministry:

New minerals programmes

- (a) on the preparation of a draft 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

- (b) 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] the governance entity on these proposals over the consultation period set out in the relevant minerals programme;

Other petroleum permit applications

- (c) 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);

4: PROTOCOLS: CROWN MINERALS PROTOCOL

Amendments to petroleum permits

- (d) 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

- (e) 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

- (f) 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

- (g) 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

- (h) 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

- (i) 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 the governance entity and having regard to the principles of Te Tiriti o Waitangi/ the Treaty of Waitangi.

7 IMPLEMENTATION AND COMMUNICATION

7.1 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 the governance entity in accordance with this Protocol if matters described in clause 6.1 of this Protocol may affect the interests of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

7.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with the governance entity in each case are:

DOCUMENTS

4: PROTOCOLS: CROWN MINERALS PROTOCOL

- (a) ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
 - (b) providing the governance entity with sufficient information to make informed decisions and submissions;
 - (c) ensuring that sufficient time is given for the participation of the governance entity in the decision making process and to enable it to prepare its submissions; and
 - (d) ensuring that the Ministry will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity.
- 7.3 Where the governance entity has requested that land be excluded from a permit, or that activities within certain areas be subject to additional requirements, the Minister will consider and make a decision on the request.] the governance entity must be informed in writing of the Minister's decision.
- 7.4 Face to face meetings will be held if mutually agreed by the parties such agreement not to be unreasonably withheld. The parties will jointly confirm the meetings and their agenda and location.
- 7.5 The Ministry will seek to fulfil its obligations under this Protocol by:
- (a) maintaining information on the governance entity's address and contact details as provided from time to time by [];
 - (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 the governance entity in relation to issues concerning this Protocol;
 - (d) providing the governance entity with the names of the relevant employees who will act as contacts with [the governance entity in relation to issues concerning this Protocol;
 - (e) discussing with]the governance entity concerns and issues identified by the governance entity about this Protocol;
 - (f) as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;
 - (g) where relevant and reasonably practicable, providing opportunities for the governance entity to meet with the Minister and Chief Executive;
 - (h) where relevant and reasonably practicable, informing other organisations with whom it works, central government agencies and stakeholders about this Protocol and provide ongoing information; and

4: PROTOCOLS: CROWN MINERALS PROTOCOL

- (i) including the summary of the terms of issue relating to this Protocol in the relevant minerals programmes when these are changed.

8 MINIMUM IMPACT ACTIVITIES

8.1 No person may, for the purpose of carrying out a minimum impact activity, enter onto any Maori land within the Protocol Area that is:

- (a) regarded as a waahi tapu site by the trustees; and is
- (b) vested or transferred to the governance entity through the settlement legislation; without the consent of the trustees.

9 EXCLUSION OF AREAS OF PARTICULAR IMPORTANCE TO NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA

9.1 The Crown has responsibilities in relation to active protection. As a result of the consultation specified in clause 6, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua may request that defined areas of land of particular importance to them are excluded from the operation of a minerals programme or shall not be included in any block offer or permit.

10 EFFECTS ON NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA'S INTERESTS IN RELATION TO CROWN OWNED MINERALS

10.1 The Minister and Chief Executive will consult with the governance entity on any policy or legislative development or review in relation to the administration of minerals which may affect the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's interests in relation to Crown owned minerals in the Protocol Area or this Protocol.

10.2 Notwithstanding clauses 10.1 above, the Minister and Chief Executive and the governance entity may meet to discuss the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's interests in relation to Crown owned minerals in the Protocol Area as part of the meetings specified in clause 7.4.

11 INFORMATION EXCHANGE

11.1 The Ministry will make available to the governance entity all existing information held by the Ministry where that information is requested by the governance entity for the purposes of assisting them to exercise their rights under this Protocol.

11.2 The obligation in clause 11.1 does not apply to information that the Ministry 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 Ministry may withhold under the grounds set out under the Official Information Act 1982 or Privacy Act 1993.

11.3 The Minister and Chief Executive will make available to the governance entity the names and contact details of all relevant permit holders.

12 REVIEW AND AMENDMENT

12.1 The Minister, Chief Executive and the governance entity agree that this Protocol is a living document which should be updated and adapted to take account of future developments.

4: PROTOCOLS: CROWN MINERALS PROTOCOL

- 12.2 A review of this Protocol may take place at the request of either party.
- 12.3 See the Terms of Issue in Attachment B for the provisions related to cancellation and amendment.

13 DISPUTE RESOLUTION

- 13.1 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 the governance entity 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 13.1(a), the Chief Executive and the nominated representative of the governance entity will meet to work in good faith to resolve the issue;
 - (c) if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 13.1(a) and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the governance entity will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

14 DEFINITIONS

- 14.1 In this Protocol:

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

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 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua;

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

Maori land has the same meaning as in Te Ture Whenua Maori Act 1993; and includes Maori reserves within the meaning of that Act

4: PROTOCOLS: CROWN MINERALS PROTOCOL

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, 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, 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; and

Protocol means a statement in writing, issued by the Crown through the Minister to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

4: PROTOCOLS: 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
MAP OF PROTOCOL AREA



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

This Protocol is subject to the Deed of Settlement and the Settlement Legislation. A summary of the relevant provisions is set out below.

1. Amendment and cancellation

1.1 The Minister or [] may cancel this Protocol.

1.2 The Protocol can only be amended by agreement in writing between the Minister and [].

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 or the legal rights of the governance entity or a representative entity (section []); or

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

4: PROTOCOLS: CROWN MINERALS PROTOCOL

- 3.1.4 [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, [] 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 []).

5 ENCUMBRANCES

5.1 TE KOPI EASEMENT

DOCUMENTS

5.1: TE KOPI EASEMENT

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Wellington

Grantor

Surname must be underlined

the trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust

Grantee

Surname must be underlined

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross and in perpetuity the easement(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

ATTESTATION:

<p>_____ Signature of Grantor</p>	<p>Signed in my presence by the Grantor:</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
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DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of pages
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<p>Signed on behalf of Her Majesty the Queen by</p> <p>acting under a delegation from the Minister of Conservation</p> <p>_____</p> <p>Signature of Grantee</p>	<p>Signed in my presence by the Grantee</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>
---	--

Certified correct for the purposes of the Land Transfer Act 1952

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Solicitor for the Grantee

DOCUMENTS

5.1: TE KOPI EASEMENT

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	<p>[The area marked red on the deed plan OTS-203-36. The easement area will be generally five metres wide. Subject to survey.]</p> <p>The Easement Area</p>	<p>[Section [] on SO [] (formerly Part Section 13 Block XIV Haurangi Survey District). Subject to survey.]</p> <p>The Grantor's Land</p>	In gross

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of pages
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RIGHTS AND POWERS

1 Rights of way

- 1.1 The right of way includes the right for the Grantee its employees, contractors and invitees (including the general public) in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by vehicle or by foot.
- 1.2 The right of way includes—
 - 1.2.1 the right to repair and maintain the existing access track (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;
 - 1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;
 - 1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles but without at any time causing damage to or interfering with the Grantor’s use and management of the Grantor’s Land; and
 - 1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor’s consent, which must not be unreasonably withheld, on the Grantor’s Land.
- 1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.
- 1.4 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.
- 1.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor
- 1.6 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

- 2.1 The Grantor must not do and must not allow to be done on the Grantor’s Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of pages
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2.2 Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.

2.3 The Grantee may transfer or otherwise assign this easement.

3 Repair, maintenance, and costs

3.1 The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.

3.2 If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.

3.3 The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority in relation to the Easement Area.

3.4 The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.

3.5 The Grantor must repair at its cost all damage caused to the Easement Area through its negligence or improper actions.

4 Rights of entry

4.1 For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —

4.1.1 enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and

4.1.2 remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and

4.1.3 leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.

DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of pages
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- 4.2 The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.
- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
- (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

DOCUMENTS

5.1: TE KOPI EASEMENT

Easement Instrument	Dated:	Page of pages
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- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and
- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
 - (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

5.2: TE KOPI PEST CONTROL COVENANT

5.2 TE KOPI PEST CONTROL COVENANT

5.2: TE KOPI PEST CONTROL COVENANT

“Director-General”	means the Director-General of Conservation.
“Fence”	includes a gate.
“Land”	means the land described in Schedule 1.
“Minister”	means the Minister of Conservation.
“Owner”	means the person or persons who, from time to time, is or are registered as the proprietor(s) of the Land.
“Reserve Values”	means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat, or historic values as specified in Schedule 1.
“Working Days”	means the period between any one midnight and the next excluding Saturdays, Sundays and statutory holidays in the place where the Land is situated.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute.
- 1.2.2 references to clauses are references to clauses in this Covenant.
- 1.2.3 references to parties are references to the Owner and the Minister.
- 1.2.4 words importing the singular number include the plural and vice versa.
- 1.2.5 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant, and seek to determine the issue, the parties must have regard to the matters contained in the Background.
- 1.2.6 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done.
- 1.2.7 words importing one gender include the other gender.
- 1.2.8 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity.
- 1.2.9 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

2 OBJECTIVES OF THE COVENANT

The Land must be managed so as to preserve the Reserve Values.

5.2: TE KOPI PEST CONTROL COVENANT

3 IMPLEMENTATION OF OBJECTIVE

3.1 The Owner must:

- 3.1.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and, in particular, comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
- 3.1.2 control and manage pest plants and pest animals so as to minimise the incursion of pest plants and pest animals on to the adjoining land.
- 3.1.3 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, to examine and record the condition of the Land or to ascertain whether the provisions of this Covenant are being observed;
- 3.1.4 keep all Fences on the boundary of the Land in good order and condition and rebuild and replace all such Fences when reasonably required;
- 3.1.5 comply with all requisite statutes, regulations and bylaws in relation to the Land.

3.2 The Owner acknowledges that:

- 3.2.1 this Covenant does not affect the Minister's exercise of the Minister's powers under the Wild Animal Control Act 1977;
- 3.2.2 the Minister has statutory powers, obligations and duties with which the Minister must comply.

4 THE MINISTER'S OBLIGATIONS AND OTHER MATTERS

4.1 The Minister must:

- 4.1.1 have regard to the objectives specified in clause 2 when considering any requests for approval under this Covenant.

4.2 The Minister may:

- 4.2.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in the objectives specified in clause 2 subject to any financial, statutory or other constraints which may apply to the Minister from time to time;
- 4.2.2 prepare, in consultation with the Owner, a plan for the management of the Land to implement the objectives specified in clause 2.

5 JOINT OBLIGATIONS

- 5.1 The Owner or the Minister may, by mutual agreement, carry out any work, or activity or improvement or take any action either jointly or individually better to achieve the objectives set out in clause 2.

5.2: TE KOPI PEST CONTROL COVENANT

6 DURATION OF COVENANT

6.1 This Covenant binds the parties in perpetuity to the rights and obligations contained in it.

7 OBLIGATIONS ON SALE OF LAND

7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant.

7.2 Such agreement must include an agreement by the purchaser, lessee, or assignee to ensure that on a subsequent sale, lease, or assignment, a subsequent purchaser, lessee, or assignee will comply with the terms of this Covenant including this clause.

7.3 If, for any reason, this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

8 CONSENTS

8.1 The Owner must obtain the consent of any mortgagees of the Land to this Covenant.

9 MISCELLANEOUS MATTERS

9.1 Rights

9.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

9.2 Trespass Act:

9.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

9.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

9.3 Reserves Act

9.3.1 In accordance with section 77(3) of the Reserves Act 1977 but subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

9.4 Registration

9.4.1 This Covenant must be signed by both parties and registered against the Computer Freehold Register for the Land.

5.2: TE KOPI PEST CONTROL COVENANT

9.5 **Acceptance of Covenant**

9.5.1 The parties agree to be bound by the provisions of the Covenant including during the period prior to the Covenant's registration.

10 **DEFAULT**

10.1 Where either the Owner or the Minister breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Owner or the Minister become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default;

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

11 **DISPUTE RESOLUTION PROCESSES**

11.1 If any dispute arises between the Owner and the Minister in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

11.2 **Mediation**

11.2.1 If the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 If the parties do not agree on a mediator, the President of the New Zealand Law Society is to appoint the mediator.

11.3 **Failure of Mediation**

11.3.1 In the event that the matter is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply.

DOCUMENTS

5.2: TE KOPI PEST CONTROL COVENANT

- 11.3.2 Notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President for the time being of the New Zealand Law Society.
- 11.3.3 The parties further agree that the results of arbitration are to be binding upon the parties.

12 NOTICES

- 12.1 Any notice to be given under this Covenant by one party to the other is to be in writing and sent by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 2.
- 12.2 A notice given in accordance with clause 12.1 will be deemed to have been received in the case of:
- (a) personal delivery, on the date of delivery;
 - (b) pre-paid post, on the third working day after posting;
 - (c) facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch;
 - (d) electronic mail, on the day of successful delivery of the mail.
- 12.3 The Owner must notify the Minister of any change of ownership or control of all or any part of the Land or change in the particulars in Schedule 2 and must supply the Minister with the name and address of the new owner or person in control.

13 SPECIAL CONDITIONS

- 13.1 Special conditions relating to this Covenant are set out in Schedule 3.
- 13.2 The standard conditions contained in this Covenant must be read subject to any special conditions.

DOCUMENTS

5.2: TE KOPI PEST CONTROL COVENANT

Executed as a Deed.....

Signed by the trustees of the Ngāti Kahungunu)
ki Wairarapa Tamaki nui-ā-Rua Settlement Trust)
as Owner in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

Signed by [insert Minister's delegate name] and)
acting under a written delegation from the Minister)
of Conservation and exercising his/her powers)
under section 117 of the Reserves Act 1977 as)
designated Commissioner in the presence of:)

Signature of Witness

Witness Name

Occupation

Address

5.2: TE KOPI PEST CONTROL COVENANT

SCHEDULE 1

Description of Land:

Wellington Land District – South Wairarapa District.

All that piece of land containing 32.91 hectares, approximately, being Part Section 13 Block XIV Haurangi Survey District. Subject to survey.

As shown on OTS-203-36 and known as Te Kopi

Reserve Values to be protected:

Amenity values - public enjoyment of easement across Land

Natural values –protect regenerating native vegetation from pest species

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

5.3A REMUTAKA SUMMIT PROPERTY EASEMENT

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

Dated

Page 1 of 5 Pages

Continue in additional Annexure Schedule, if required.

1 Replacement Definition

1.1 The definition of “grantee” in Schedule 4 of the Land Transfer Regulations 2002 is deleted and replaced with the following:

“grantee means Wellington Regional Council and (subject to the provisions of this easement instrument) all other persons to the extent permitted by Wellington Regional Council either generally or specifically (which may include members of the general public).”

2 Grant of Right to Place and Maintain Structure

2.1 The following provisions shall apply only to the right to place and maintain structure easement created by this Instrument:

- (a) The Grantor grants to the Grantee as an easement in gross a right to place and maintain the structure on the easement area on the terms and conditions set out in this Instrument.
- (b) The Grantee also has the right to enter onto the Servient Land on foot or with or without vehicles, plant and equipment at anytime, to exercise any of the rights granted under this clause 2, including inspecting, maintaining or removing the structure.
- (c) The Grantee shall not have the right to renew or replace the structure, except where the kiosk is significantly damaged and needs to be replaced.
- (d) The Grantee shall, at its cost, repair and maintain the structure so that it is in good and substantial order and repair at all times and to the state which it was in at the commencement of this Instrument.
- (e) The Grantee shall inform the Grantor of any maintenance and repair work carried out in relation to the structure, however the Grantee shall not be required to obtain the prior approval of the Grantor in respect of any maintenance or repair works to the structure, unless such approval is expressly required pursuant to the provisions contained in this Instrument.

3 General

- 3.1 The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Instrument may be interfered with.
- 3.2 The Grantee shall cause as little damage or disturbance as possible and will complete all works on the easement area promptly and in a proper workmanlike manner and shall at its cost restore the Servient Land as nearly as reasonably possible to its former condition prior to the Grantee's use pursuant to this Instrument.
- 3.3 The Grantee will not unreasonably obstruct or hamper the Grantor in its normal or reasonable use of the Servient Land.

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

Dated

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Pages

Continue in additional Annexure Schedule, if required.

- 3.4 The Grantee may (with or without machinery) use the easement area to access the loop track and lookout adjacent to the Servient Land, for the purposes of maintenance.
- 3.5 The Grantee shall not at any time, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any vegetation on the Servient Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written consent of the Grantor, except that the Grantee may, for maintenance purposes, spray vegetation on the gravel area adjacent to the Servient Land when it impedes the Grantee's access to the loop track and lookout referred to in clause 3.4.
- 3.6 The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Instrument.
- 4 Default**
- 4.1 If either party fails (Defaulting Party) to perform or join with the other party (Other Party) in performing any obligation under this Instrument, the following provisions will apply:
- (a) the Other Party may serve a written notice on the Defaulting Party (Default Notice) specifying the default and requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the Default Notice, the other party may perform the obligation;
 - (b) if after the expiry of one month from service of the Default Notice, the Defaulting Party has not performed or joined in performing the obligation, the Other Party may:
 - (i) perform the obligation; and
 - (ii) for that purpose enter on to the Servient Land;
 - (c) the Defaulting Party must pay to the Other Party the costs of:
 - (i) the Default Notice; and
 - (ii) the Other Party in performing the obligation of the Defaulting Party, within one month of receiving written notice of the Other Party's costs; and
 - (d) the Other Party may recover any money payable under clause 4.1(c) from the Defaulting Party as a liquidated debt.

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement Dated [] Page 3 of 5 Pages

Continue in additional Annexure Schedule, if required.

5 Dispute Resolution

- 5.1 In the event of any dispute arising between the parties in respect of or in connection with this Instrument, the parties shall, without prejudice to any other right or entitlement they may have under this Instrument or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of the Resolution Institute.
- 5.2 In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

6 Notices

- 6.1 All notices and communications under this Instrument shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

7 No Power to Terminate

- 7.1 There is no implied power in this Instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Instrument for any other reason, it being the intention of the parties that the easement rights will continue unless surrendered or the structure permanently removed.

8 Definitions and Interpretation

- 8.1 In this Instrument unless the context otherwise requires:

“**easement area**” means in relation to:

- (a) the right of way easement, that part of the Servient Land [marked B on the aerial plan attached (subject to survey)]; and
- (b) the right to place and maintain structure, that part of the Servient Land marked “C” on the aerial plan attached (subject to survey)].

“**Instrument**” means this instrument.

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

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Pages

Continue in additional Annexure Schedule, if required.

“Servient Land” means the land described as the Servient Tenement in Schedule A of this Instrument.

“structure” means the information kiosk and includes the concrete slab on which it sits.

8.2 In the interpretation of this Instrument, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Instrument;
- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

DOCUMENTS

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 2

Insert type of instrument

Easement

Dated

Page 5 of 5 Pages

Continue in additional Annexure Schedule, if required.

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

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

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

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

5.3A: REMUTAKA SUMMIT PROPERTY EASEMENT



5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

5.3B REMUTAKA SUMMIT PROPERTY EASEMENT

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

[TRUSTEES OF NGĀTI KAHUNGU NI KI WAIRARAPA TAMAKI NUI-Ā-RUA SETTLEMENT TRUST]

Grantee

SOUTH WAIRARAPA DISTRICT COUNCIL

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to access and maintain structure	[The area outlined in orange and marked "A" on the aerial Plan attached (subject to survey)]	[Part Section 17 SO 459776 (subject to survey)]	In Gross

Dated this day of 20

Attestation

See Annexure Schedule 2 _____ Signature of Grantor	Signed in my presence by the Grantor _____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) <i>Witness name</i> <i>Occupation</i> <i>Address</i>
--	---

See Annexure Schedule 2 _____ Signature of Grantee	Signed in my presence by the Grantee _____ <i>Signature of witness</i> Witness to complete in BLOCK letters (unless legibly printed) <i>Witness name</i> <i>Occupation</i> <i>Address</i>
--	---

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

[Solicitor for] the Grantee

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

*Delete phrases in [] and insert memorandum number as required;
continue in additional Annexure Schedule, if required*

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002.

The implied rights and powers are hereby **varied** by:

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

the provisions set out in Annexure Schedule 2.

Covenant provisions

*Delete phrases in [] and insert Memorandum number as require;
continue in additional Annexure Schedule, if required*

~~The provisions applying to the specified covenants are those set out in:~~

~~{Memorandum number _____, registered under section 155A of the Land Transfer Act 1952}~~

~~{Annexure Schedule _____}~~

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

Dated

Page 1

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Pages

Continue in additional Annexure Schedule, if required.

BACKGROUND

- A. The Grantor is the registered proprietor of that land contained in computer freehold register created under section [] of the [] Claims Settlement Act [].
- B. The parties acknowledge and agree the Grantee owns the structure known as the "Rimutaka Crossing 1915-1919 Memorial", located on the stipulated area.
- C. The Grantor has agreed to grant to the Grantee an easement right to place and maintain the structure on the stipulated area on the terms and conditions set out in this Instrument.
- D. The parties have entered into this Instrument to record the arrangements between them.

GRANT OF RIGHT TO MAINTAIN AND ACCESS THE STRUCTURE

- 1. The Grantor grants to the Grantee as an easement a right to maintain the existing structure on the stipulated area on the terms and conditions set out in this Instrument until such time as the structure is removed by the Grantee.
- 2. The Grantee also has the right to enter onto the Servient Land on foot or with or without vehicles, plant and equipment at anytime, to exercise any of the rights granted under this Instrument, including inspecting, maintaining or removing the structure.
- 3. The Grantee shall not have the right to renew or replace the structure, except where the structure is significantly damaged and needs to be replaced.

OBLIGATIONS OF THE GRANTEE

- 4. In exercising its rights under this Instrument the Grantee shall cause as little damage or disturbance as possible and will complete all works on the stipulated area promptly and in a proper workmanlike manner and shall at its cost restore the Servient Land as nearly as reasonably possible to its former condition prior to the Grantee's use pursuant to this Instrument.
- 5. The Grantee will ensure at all times, in the exercise of its rights as set out in this Instrument, that it will not obstruct or hamper the Grantor in its normal or reasonable use of the Servient Tenement.

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

Dated

Page 2 of 6

Pages

Continue in additional Annexure Schedule, if required.

6. The Grantee shall not at anytime, except with the prior written approval of the Grantor, carry out any earthworks or cut down, pull out, dig up, use, burn, remove or otherwise dispose of any vegetation on the Servient Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any vegetation without the prior written consent of the Grantor.
7. The Grantee shall, at its cost, repair and maintain the structure so that it is in good and substantial order and repair at all times and to the state which it was in at the commencement of this Instrument.
8. The Grantee shall comply at all times with all statutes and regulations and obtain all approvals, consents and authorisations as are necessary for the Grantee to conduct the activities permitted by this Instrument.
9. The Grantee shall inform the Grantor of any maintenance and repair work carried out in relation to the structure, however the Grantee shall not be required to obtain the prior approval of the Grantee in respect of any maintenance or repair works to the structure, unless such approval is expressly required pursuant to the provisions contained in this Instrument.

GRANTOR NOT TO INTERFERE WITH GRANTEE'S RIGHTS

10. The Grantor shall not at any time, do, permit or suffer to be done any act whereby the rights granted to the Grantee under this Instrument may be interfered with.

DEFAULT

11. If either party fails (Defaulting Party) to perform or join with the other party (Other Party) in performing any obligation under this Instrument, the following provisions will apply:
 - (a) the Other Party may serve a written notice on the Defaulting Party (Default Notice) specifying the default and requiring the Defaulting Party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the Default Notice, the other party may perform the obligation;

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

Dated

Page 3 of 6

Pages

Continue in additional Annexure Schedule, if required.

- (b) if after the expiry of one month from service of the Default Notice, the Defaulting Party has not performed or joined in performing the obligation, the Other Party may:
 - (i) perform the obligation; and
 - (ii) for that purpose enter on to the Servient Land;
- (c) the Defaulting Party must pay to the other party the costs of:
 - (i) the Default Notice; and
 - (ii) the Other Party in performing the obligation of the Defaulting Party, within one month of receiving written notice of the Other Party's costs; and
- (d) the Other Party may recover any money payable under clause 8(c) from the Defaulting Party as a liquidated debt.

DISPUTE RESOLUTION

- 12. In the event of any dispute arising between the parties in respect of or In connection with this Instrument, the parties shall, without prejudice to any other right or entitlement they may have under this Instrument or otherwise, explore whether the dispute can be resolved by use of the alternative dispute resolution technique of mediation. The rules governing such techniques shall be agreed between the parties or as recommended by the New Zealand Law Society or as selected by the Chairman of the New Zealand Chapter of the Resolution Institute.
- 13. In the event the dispute is not resolved within twenty-eight days of written notice by one party to the other of the dispute (or such further period agreed in writing between the parties), either party may refer the dispute to arbitration under the provisions of the Arbitration Act 1996 or any successor legislation. The arbitrator shall be agreed between the parties within 10 days of written notice of the referral by the referring party to the other or failing agreement appointed by the President of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of the dispute.

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

Dated

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Pages

Continue in additional Annexure Schedule, if required.

NOTICES

14. All notices and communications under this Instrument shall be deemed to have been received when delivered personally, sent by prepaid post or by facsimile to such address as either party shall notify to the other from time to time.

NO POWER TO TERMINATE

15. There is no implied power in this Instrument for the Grantor to terminate the easement rights due to the Grantee breaching any term of this Instrument for any other reason, it being the intention of the parties that the easement rights will continue unless surrendered or the structure removed. If the structure is removed, the Grantee will promptly do all things required to surrender this Instrument.

DEFINITIONS AND INTERPRETATION

16. In this Instrument unless the context otherwise requires:

“**Grantee**” means the South Wairarapa District Council and includes any licensee, lessee, its employees, contractors, invitees, successors or assigns.

“**Grantor**” means **Trustees of Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua Settlement Trust** and includes any other owners from time to time of the Servient Land.

“**Instrument**” means this instrument.

“**Servient Land**” means the land described as the Servient Tenement in Schedule A of this Instrument.

“**structure**” means that structure known as the “Rimutaka Crossing 1915-1919 Memorial” and includes the concrete slab on which it sits.

17. In the interpretation of this Instrument, unless the context otherwise requires:

- (a) the headings and subheadings appear as a matter of convenience and shall not affect the interpretation of this Instrument;

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement

Dated

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Continue in additional Annexure Schedule, if required.

- (b) references to any statute, regulation or other statutory instrument or bylaw are references to the statute, regulation, instrument or bylaw as from time to time amended and includes substitution provisions that substantially correspond to those referred to; and
- (c) the singular includes the plural and vice versa and words incorporating any gender shall include every gender.

DOCUMENTS

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT

Annexure Schedule 2

Insert type of instrument

Easement

Dated

Page 6 of 6

Pages

Continue in additional Annexure Schedule, if required.

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

5.3B: REMUTAKA SUMMIT PROPERTY EASEMENT



5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

5.4 REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

DOCUMENTS

5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

Easement instrument to grant easement or *profit à prendre*, or create land covenant
(Sections 90A and 90F Land Transfer Act 1952)

Land registration district

Wellington

Grantor

Surname(s) must be underlined.

[the trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust] [**names to be inserted**]

Grantee

Surname(s) must be underlined.

Wellington Regional Council

Grant* of easement or *profit à prendre* or creation of covenant

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Dated this

day of

20[]

<p>_____</p> <p>Signature of Grantor</p>	<p>Signed in my presence by the Grantor</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>Signature of Grantor</p>

<p>_____</p> <p>Signature of Grantor</p>	<p>Signed in my presence by the Grantor</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>Signature of Grantor</p>

DOCUMENTS

5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

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

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

Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	[] on SO [] [the area shaded blue on OTS-203-32 (subject to survey)] [to be updated and finalised following survey]	[Part Section 351 Featherston Suburban and Lot 2 DP 141 (subject to survey)] [pre-allocated title reference to be inserted following survey]	In Gross

Easements or *profits à prendre* rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

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

The implied rights and powers are ~~varied/negated/added to or substituted~~ by:

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

The provisions set out in the Annexure Schedule.

Covenant provisions

Delete phrases in [] and insert memorandum number as required. Continue in additional Annexure Schedule if required.

~~The provisions applying to the specified covenants are those set out in:~~

~~Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.~~

~~Annexure Schedule 2.~~

DOCUMENTS

5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT

Annexure Schedule

Insert type of instrument

Easement

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Continue in additional Annexure Schedule, if required.

EASEMENT RIGHTS AND POWERS

1 GENERAL

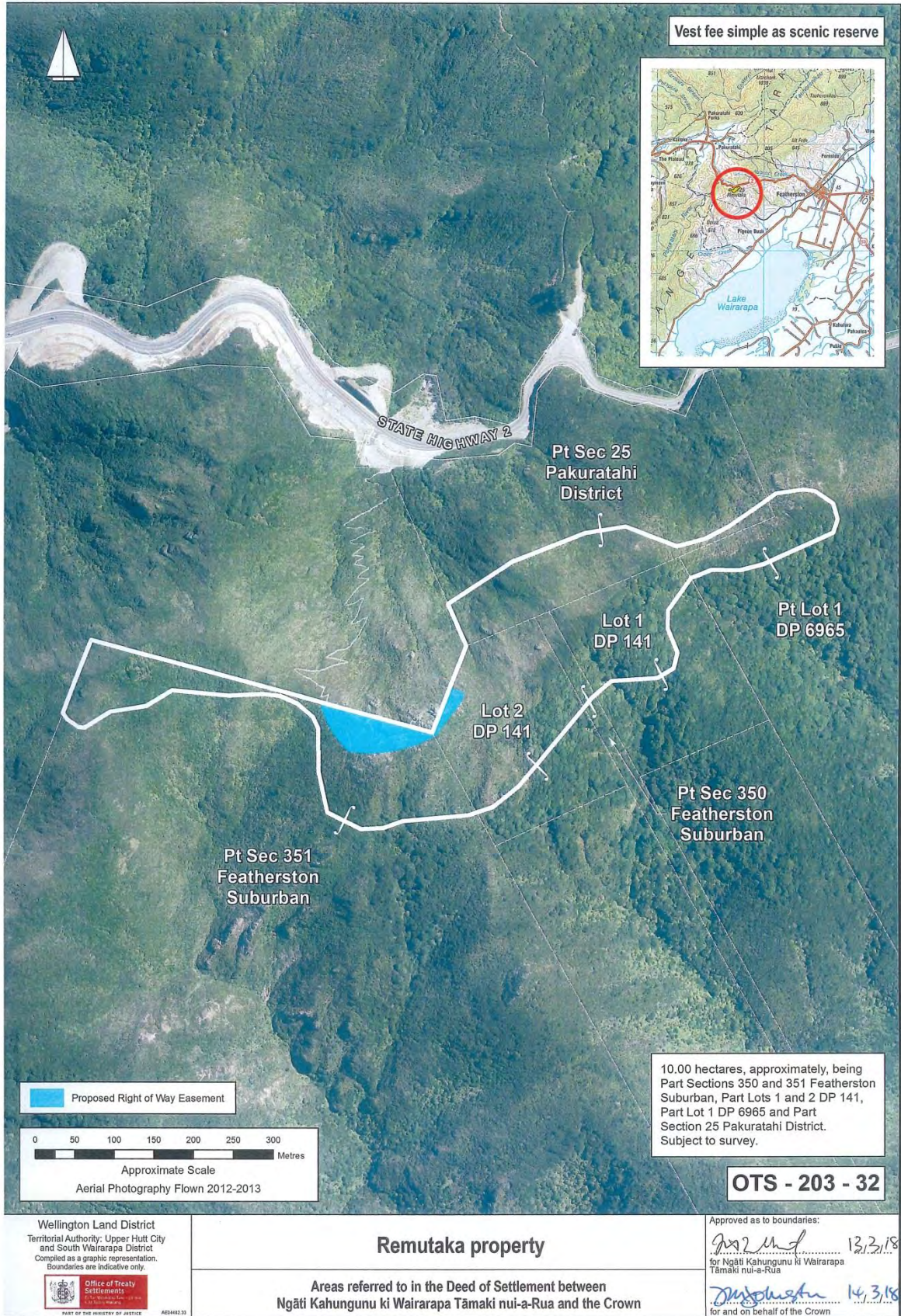
The provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Act 2007, with all necessary modifications, are implied into this instrument and apply to the easement created by this instrument to the extent that they are not inconsistent with the express terms of this instrument.

2 REPAIR AND MAINTENANCE

2.1 Subject to clauses 11(5) and (6) of Schedule 4 to the Land Transfer Regulations 2002, the Grantee is responsible for repair and maintenance of the easement facility, and for the associated costs, so as to keep the easement facility in good order and repair and to prevent it from becoming a danger or nuisance.

2.2 Any earthworks or structures required for the purposes of complying with clause 2.1 require the prior consent of the Grantor (which must not be unreasonably withheld, but in considering whether or not to grant consent, the Grantor may have regard to the natural and historic values of the servient tenement).

5.4: REMUTAKA PROPERTY RIGHT OF WAY EASEMENT



DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

5.5A TE POUARUHE SITE A RIGHT OF WAY EASEMENT

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

EASEMENT INSTRUMENT
to grant easement

Sections 90A and 90F, Land Transfer Act 1952

Land Registration District

Wellington

Grantor

Surname must be underlined

[the trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust]

Grantee

Surname must be underlined

Her Majesty the Queen in Right of New Zealand acting by and through the Minister of Conservation

Grant of easement

The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, **grants to the Grantee** in gross and in perpetuity the easement(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Dated this

day of

20

ATTESTATION:

<p>_____ Signature of Grantor</p>	<p>Signed in my presence by the Grantor:</p> <p>_____</p> <p><i>Signature of Witness</i></p> <p>Witness Name:</p> <p>Occupation:</p> <p>Address:</p>

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
---------------------	--------	--------------------

Purpose (nature and extent) of easement	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant Tenement (identifier CT or in gross)
Right of Way	[The area shaded blue on deed plan OTS-203-38. Subject to survey.]	[Section [] on SO [] (formerly [Lot 2 DP 445050 Part Wairarapa Moana]). Subject to survey.]	In gross
	The Easement Area	The Grantor's Land	

The rights and powers implied in specific classes of easement prescribed by the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007 do not apply and the easement rights and powers are as set out in the **Annexure Schedule**.

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

RIGHTS AND POWERS

1 Rights of way

1.1 The right of way includes the right for the Grantee its employees, contractors and invitees, in common with the Grantor and other persons to whom the Grantor may grant similar rights to at all times go over and along the Easement Area by vehicle or on foot, provided that the general public has the right to go over and along the Easement Area on foot or by bicycle only.

1.2 The right of way includes—

1.2.1 the right to construct, repair and maintain the access track (“the track”) on the Easement Area, and (if necessary for any of those purposes) to alter the state of the land over which the Easement is granted;

1.2.2 the right to have the Easement Area kept clear at all times of obstructions, deposit of materials, or unreasonable impediment to the use and enjoyment of the track;

1.2.3 the right for the Grantee to improve the Easement Area in any way it considers expedient but consistent with its purposes of recreation and access, including the installation of track markers, stiles, and gates but without at any time causing damage to or interfering with the Grantor’s use and management of the Grantor’s Land; and

1.2.4 the right for the Grantee to erect and display notices on the Easement Area and with the Grantor’s consent, which must not be unreasonably withheld, on the Grantor’s Land.

1.3 The right of way does not confer on the public the right to camp on or otherwise occupy the Easement Area without the consent of the Grantor.

1.4 No horse or any other animal (including any dogs or other pets of any description whether on a leash or not) may be taken on the Easement Area without the consent of the Grantor.

1.5 No firearm or other weapon may be carried or discharged on the Easement Area without the consent of the Grantor.

1.6 The public may not light any fires or deposit any rubbish or other materials on the Easement Area.

2 General rights

2.1 The Grantor must not do and must not allow to be done on the Grantor’s Land anything that may interfere with or restrict the rights under this easement or of any other party or interfere with the efficient operation of the Easement Area.

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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2.2	Except as provided in this easement the Grantee must not do and must not allow to be done on the Grantor's Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement Area.
2.3	The Grantee may transfer or otherwise assign this easement.
3	Repair, maintenance, and costs
3.1	The Grantee is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for its use.
3.2	If the Grantee (or grantees if more than one) and the Grantor share the use of the track then each of them is responsible for arranging the repair and maintenance of the track on the Easement Area and for the associated costs, so as to keep the track to a standard suitable for their use.
3.3	The Grantee (or grantees if more than one) must (equally if more than one) meet any associated requirements of the relevant local authority.
3.4	The Grantee must repair all damage that may be caused by the negligent or improper exercise by the Grantee of any right or power conferred by this easement.
3.5	The Grantor must repair at its cost all damage caused to the track through its negligence or improper actions.
4	Rights of entry
4.1	For the purpose of performing any duty or in the exercise of any rights conferred or implied in the easement, the Grantee may, with the consent of the Grantor, which must not be unreasonably withheld —
4.1.1	enter upon the Grantor's Land by a reasonable route and with all necessary tools, vehicles, and equipment; and
4.1.2	remain on the Grantor's Land for a reasonable time for the sole purpose of completing the necessary work; and
4.1.3	leave any vehicles or equipment on the Grantor's Land for a reasonable time if work is proceeding.
4.2	The Grantee must ensure that as little damage or disturbance as possible is caused to the Grantor's Land or to the Grantor.

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
---------------------	--------	---------------

- 4.3 The Grantee must ensure that all work is performed in a proper and workmanlike manner.
- 4.4 The Grantee must ensure that all work is completed promptly.
- 4.5 The Grantee must immediately make good any damage done to the Grantor's Land by restoring the surface of the land as nearly as possible to its former condition.
- 4.6 The Grantee must compensate the Grantor for all damages caused by the work to any buildings, erections, or fences on the Grantor's Land.

5 Default

If the Grantor or the Grantee does not meet the obligations implied or specified in this easement,—

- (a) the party not in default may serve on the defaulting party written notice requiring the defaulting party to meet a specific obligation and stating that, after the expiration of 7 working days from service of the notice of default, the other party may meet the obligation:
- (b) if, at the expiry of the 7-working-day period, the party in default has not met the obligation, the other party may—
 - (i) meet the obligation; and
 - (ii) for that purpose, enter the Grantor's Land:
- (c) the party in default is liable to pay the other party the cost of preparing and serving the default notice and the costs incurred in meeting the obligation:
- (d) the other party may recover from the party in default, as a liquidated debt, any money payable under this clause.

6 Disputes

If a dispute in relation to this easement arises between the Grantor and Grantee—

- (a) the party initiating the dispute must provide full written particulars of the dispute to the other party; and
- (b) the parties must promptly meet and in good faith try to resolve the dispute using informal dispute resolution techniques, which may include negotiation, mediation, independent expert appraisal, or any other dispute resolution technique that may be agreed by the parties; and

DOCUMENTS

5.5A: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Easement Instrument	Dated:	Page of pages
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- (c) if the dispute is not resolved within 14 working days of the written particulars being given (or any longer period agreed by the parties),—
- (i) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996; and
 - (ii) the arbitration must be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the New Zealand Law Society

DOCUMENTS

5.5B: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

5.5B TE POUARUHE SITE A RIGHT OF WAY EASEMENT

DOCUMENTS

5.5B: TE POUARUHE SITE A RIGHT OF WAY EASEMENT

Annexure Schedule

Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, <i>profit(s) à prendre</i> , or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way	[] on SO [] [the area shaded blue on OTS-203-38 (subject to survey)] [to be updated and finalised following survey]	[Section [] on SO [] (formerly Lot 2 DP 445050. Subject to survey.)]	In Gross

Easements or *profits à prendre* rights and powers (including terms, covenants, and conditions)

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

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

The implied rights and powers are ~~varied/negated/added to or substituted~~ by:

Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.

~~The provisions set out in the Annexure Schedule.~~

Covenant provisions

*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

~~The provisions applying to the specified covenants are those set out in:~~

Memorandum number _____, registered under section 155A of the Land Transfer Act 1952.

~~Annexure Schedule 2.~~

5.6: TE POUARUHE SITE B RIGHT OF WAY EASEMENT

5.6 TE POUARUHE SITE B RIGHT OF WAY EASEMENT

DOCUMENTS

5.6: TE POUARUHE SITE B RIGHT OF WAY EASEMENT

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

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

[Trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust]

Grantee

South Wairarapa District Council

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of Way	[The area shown in yellow on the aerial plan attached (subject to survey)]	[Section[] on SO [] (formerly [Part Wairarapa Moana]) (subject to survey)]	In gross

DOCUMENTS

5.6: TE POUARUHE SITE B RIGHT OF WAY EASEMENT

Easements or *profits à prendre* rights and powers (including terms, covenants and conditions)

*Delete phrases in [] and insert memorandum number as required;
continue in additional Annexure Schedule, if required*

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

The implied rights and powers are hereby **varied and added to** by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

the provisions set out in Annexure Schedule 1.

Covenant provisions

*Delete phrases in [] and insert Memorandum number as require;
continue in additional Annexure Schedule, if required*

~~The provisions applying to the specified covenants are those set out in:~~

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952]~~

~~[Annexure Schedule _____]~~

5.6: TE POUARUHE SITE B RIGHT OF WAY EASEMENT

Annexure Schedule 1

Insert type of instrument

Easement	Dated		Page	1	of	1	Pages
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Continue in additional Annexure Schedule, if required.

1 **Additional Provisions Relating to Right of Way**

- 1.1 In respect of the right of way easement created pursuant to this easement instrument, the definition of “grantee” in clause 1 of Schedule 4 of the Land Transfer Regulations 2002 (“Regulations”) is deleted and replaced with the following:

“**grantee**, in relation to an easement creating a right of way means South Wairarapa District Council and (subject to the provisions of this easement instrument) all other persons to the extent permitted by South Wairarapa District Council either generally or specifically (which may include members of the general public).”

2 **Rights and powers applying to Right of Way**

- 2.1 The provisions contained in clause 6(1) of Schedule 4 of the Regulations are deleted and replaced with the following:

“6(1) *A right of way includes the right for the grantee in common with the grantor and other persons to whom the grantor may grant similar rights, at all times, to pass and repass on foot or with vehicles over and along the easement facility for the purposes of accessing the boat ramp located adjacent to and to the east of easement facility but not for any other purpose.*”

3 **Reserves Act 1977**

- 3.1 Notwithstanding that the Servient Tenement is subject to the Reserves Act 1977, this instrument is enforceable in accordance with its terms and is to be treated as having been granted in accordance with the Reserves Act 1977.

4 **General**

- 4.1 The rights and powers implied by section 297 of the Property Law Act 2007 and Schedule 5 of the Property Law Act 2007 do not apply to any of the easements created by this instrument.

5.6: TE POUARUHE SITE B RIGHT OF WAY EASEMENT

Annexure Schedule 2

Insert type of instrument

Easement

Dated

Page 1 of 1 Pages

Continue in additional Annexure Schedule, if required.



6 MINISTRY OF EDUCATION LEASE

DOCUMENTS

6: MINISTRY OF EDUCATION LEASE

WITHOUT PREJUDICE and SUBJECT TO APPROVAL BY MINISTER
Draft as at 22 June 2016

MINISTRY OF EDUCATION
TREATY SETTLEMENT LEASE

Form F

LEASE INSTRUMENT

(Section 115 Land Transfer Act 1952)

BARCODE

Land registration district

[]

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

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

Lessor

[]

Lessee

HER MAJESTY THE QUEEN 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 computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the Annexure Schedule(s)

6: MINISTRY OF EDUCATION LEASE

Form F *continued*

Attestation

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

DOCUMENTS

6: MINISTRY OF EDUCATION LEASE

Form F *continued*

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

Certified correct for the purposes of the Land Transfer Act 1952

<p>_____</p>

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.

6: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 1 of 18 Pages

Insert instrument type

Lease Instrument

BACKGROUND

- A The purpose of this Lease is to give effect to the signed Deed of Settlement between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown, under which the parties agreed to transfer the Land to Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust 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.

6: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 2 of 18 Pages

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 21st anniversary of the Start Date, and then each subsequent renewal date being each 21st anniversary after that date.

ITEM 8 RENT REVIEW DATES

The 7th anniversary of the Start Date and each subsequent 7th 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.

6: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 3 of 18 Pages

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]

6: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 4 of 18 Pages

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.

6: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 5 of 18 Pages

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) Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, and Labour Day; or
- (c) a day in the period commencing with 25 December in any year and ending with the close of 15 January in the following year; or
- (d) the days observed as the anniversaries of the provinces of [Auckland] [and] Wellington; or
- (e) the days observed as Waitangi Day or Anzac Day under section 45A of the Holidays Act 2003.

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

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

6: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 6 of 18 Pages

Insert instrument type

Lease Instrument

- (d) a company or body that is wholly owned or controlled by one or more of the following:
 - (i) the Crown;
 - (ii) a Crown entity;
 - (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 6.25% 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.

6: MINISTRY OF EDUCATION LEASE

Form F *continued*

Annexure Schedule

Page 7 of 18 Pages

Insert instrument type

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 6.25% of the lesser of:

- (a) the Current Market Value of the Land as a School Site, as defined in clause 3.2; or
- (b) the Nominal Value being:
 - (i) during the initial Term: a value based on 3.5% growth per annum of the Transfer Value of the Land; or
 - (ii) for subsequent Terms: a value based on 3.5 % growth per annum of the reset Nominal Value as calculated in clause 3.4.

3.2 The Current Market Value of the Land as a School Site referred to in clause 3.1(a) above is equivalent to the market value of the Land exclusive of improvements based on highest and best use less 20%.

3.3 In any rent review under this Lease the highest and best use on which the Annual Rent is based is to be calculated on the zoning for the Land in force at the beginning of that Term.

3.4 A new value for the Nominal Value will be reset to the midpoint between the two values set out in 3.1(a) and whichever of (b)(i) or (b)(ii) is applicable:

- (a) at the start date of every new Term; and
- (b) at any Rent Review Date where the Nominal Value has been consistently either higher than the market value for the three consecutive Rent Review Dates or Lease renewal dates, or lower than the market value for the three consecutive Rent Review Dates or Lease renewal dates.

3.5 The rent review process will be as follows:

- (a) At any time during the period which starts three months before any Rent Review Date and ends one year after any Rent Review Date (time being of the essence) either party may give written notice to the other specifying a new Annual Rent, calculated in accordance with clause 3.1, which the notifying party considers should be charged from that Rent Review Date ("Rent Review Notice"). The Rent Review Notice must be supported by a registered valuer's certificate.

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

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- (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.
- (j) Each party will have the opportunity to make written or verbal representations to the umpire within the period, and on the conditions, set by the umpire.

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- (k) When the rent has been determined or agreed, the umpire or valuers must give written notice of it to the parties. The parties will each pay their own valuer's costs and will share the umpire's costs equally between them.
- (l) Once the new rent has been agreed or determined it will be the Annual Rent from the Rent Review Date or the date of the notifying party's notice if that notice is given later than 60 Business Days after the Rent Review Date.
- (m) The 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.

4 Payment of Lessee Outgoings

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

5 Valuation Roll

Where this Lease is registered under section 115 of the Land Transfer Act 1952 the Lessee will be entered in the rating information database and the district valuation roll as the ratepayer for the Land and will be responsible for payment of any rates.

6 Utility Charges

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

7 Goods and Services Tax

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

8 Interest

If the Lessee fails to pay within 10 Business Days any amount payable to the Lessor under this Lease (including rent) the Lessor may charge the Lessee interest at the maximum rate of interest from time to time payable by the Lessor to its principal banker for an overdraft facility plus a margin of 4% per annum

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accruing on a daily basis from the due date for payment until the Lessee has paid the overdue amount. The Lessor is entitled to recover this interest as if it were rent in arrears.

9 Permitted Use of Land

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

10 Designation

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

11 Compliance with Law

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

12 Hazards

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

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

13 Damage or Destruction

13.1 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.

13.2 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.

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- (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.

13.3 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.
- (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.

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

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13.5 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.

14 Contamination

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

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

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

15 Easements

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

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

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

16 Lessee's Improvements

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

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

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- 16.2 The Lessee or its agent or sub-lessee or licensee may build or alter Lessee's Improvements without the Lessor's consent where necessary for, or incidental to, the Permitted Use. For the avoidance of doubt, this clause extends to Lessee's Improvements owned (wholly or partly) or occupied by third parties provided that all necessary consents are obtained.
- 16.3 The Lessee acknowledges that the Lessor has no maintenance obligations for any Lessee's Improvements.
- 16.4 If any Lessee's Improvements are destroyed or damaged, the Lessee may decide whether or not to reinstate without consulting the Lessor and any insurance proceeds will be the Lessee's property.
- 16.5 If the Land is subject to any mortgage or other charge at the Start Date, the Lessor will give the Lessee written acknowledgment of all existing mortgagees or chargeholders in the form prescribed in Schedule A Item 10 and executed by the mortgagees or chargeholders. The Lessor acknowledges that the Lessee is not required to execute this Lease until the provisions of this subclause have been fully satisfied.
- 16.6 If the Lessor proposes to grant any mortgage or charge after the Start Date it must first have required any proposed mortgagee or chargeholder to execute the written acknowledgment prescribed in Schedule A Item 11. The Lessor agrees not to grant any mortgage or charge until the provisions of this clause have been satisfied and to deliver executed originals of those acknowledgments to the Lessee within three Business Days from the date of their receipt by the Lessor.
- 16.7 The Lessee may demolish or remove any Lessee's Improvements at any time during the Lease Term without the consent of the Lessor provided that the Lessee reinstates the Land to a tidy and safe condition which is free from Contamination in accordance with clause 14.
- 16.8 When this Lease ends the Lessee may remove any Lessee's Improvements from the Land without the Lessor's consent.
- 16.9 The Lessee agrees that it has no claim of any kind against the Lessor in respect of any Lessee's Improvements or other Lessee's property left on the Land after this Lease ends and that any such Lessee's property shall at that point be deemed to have become the property of the Lessor.
- 17 Rubbish Removal**
- The Lessee agrees to remove at its own cost all rubbish from the Land and to keep any rubbish bins tidy.
- 18 Signs**
- The Lessee may display any signs which relate to the Permitted Use without the Lessor's consent. The Lessee must remove all signs at the end of the Lease.

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19 Insurance

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

20 Fencing

- 20.1 The Lessee acknowledges that the Lessor is not obliged to build or maintain, or contribute towards the cost of, any boundary fence between the Land and any adjoining land.
- 20.2 If the Lessee considers it reasonably necessary for the purposes of the Permitted Use it may at its own cost fence the boundaries of the Land.

21 Quiet Enjoyment

- 21.1 If the Lessee pays the Annual Rent and complies with all its obligations under this Lease, it may quietly enjoy the Land during the Lease Term without any interruption by the Lessor or any person claiming by, through or under the Lessor.
- 21.2 The Lessor may not build on the Land or put any improvements on the Land without the prior written consent of the Lessee.

22 Assignment

- 22.1 Provided that the Land continues to be used for Education Purposes, the Lessee has the right to assign its interest under the Lease without the Lessor's consent to:
- (a) any Department or Crown Body; or
 - (b) any other party provided that the assignment complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).
- 22.2 If the Lessee wishes to assign the Lease to any party for any Permitted Use which is not an Education Purpose it must first seek the Lessor's consent (which will not be unreasonably withheld).
- 22.3 Without limiting clause 22.1, the Lessor agrees that the Lessee has the right to nominate any Department to exercise for Education Purposes the rights and obligations in respect of the Lessee's interest under this Lease and that this will not be an assignment for the purposes of clause 22 or a subletting for the purposes of clause 23.
- 22.4 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.

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23 Subletting

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

- (a) any Department or Crown Body; or
- (b) any other party provided that the sublease complies with the Education Act 1989 and the Public Works Act 1981 (if applicable).

24 Occupancy by School Board of Trustees

24.1 The Lessee has the absolute right to sublet to or otherwise permit a school board of trustees to occupy the Land on terms and conditions set by the Lessee from time to time in accordance with the Education Act 1989 and otherwise consistent with this Lease.

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

24.3 A board of trustees occupying the Land has the right to sublet or license any part of the Land or the Lessee's Improvements to any third party in accordance with the Education Act 1989 and any licence or lease to any third party existing at the Start Date of this Lease will continue in effect until that licence or lease ends.

25 Lessee Break Option

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

26 Breach

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

27 Notice of Breach

27.1 Despite anything expressed or implied in this Lease, the Lessor will not exercise its rights under clause 26 unless the Lessor has first given the Lessee written notice of the breach on which the Lessor relies and given the Lessee an opportunity to remedy the breach as provided below:

- (a) by paying the Lessor all money necessary to remedy the breach within 20 Business Days of the notice; or

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- (b) by undertaking in writing to the Lessor within 20 Business Days of the notice to remedy the breach and then remedying it within a reasonable time; or
- (c) by paying to the Lessor within 60 Business Days of the notice compensation to the reasonable satisfaction of the Lessor in respect of the breach having regard to the nature and extent of the breach.
- 27.2 If the Lessee remedies the breach in one of the ways set out above the Lessor will not be entitled to rely on the breach set out in the notice to the Lessee and this Lease will continue as if no such breach had occurred.
- 28 Renewal**
- 28.1 If the Lessee has performed its obligations under this Lease the Lessor agrees that the Lease will automatically be renewed 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.
- 28.2 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.
- 29 Right of First Refusal for Lessor's Interest**
- 29.1 If at any time during the Lease Term the Lessor wishes to sell or transfer its interest in the Land the Lessor must immediately give written notice ("Lessor's Notice") to the Lessee setting out the terms on which the Lessor wishes to sell the Land and offering to sell it to the Lessee on those terms.
- 29.2 The Lessee has 60 Business Days after and excluding the date of receipt of the Lessor's Notice (time being of the essence) in which to exercise the Lessee's right to purchase the Land, by serving written notice on the Lessor ("Lessee's Notice") accepting the offer contained in the Lessor's Notice.
- 29.3 If the Lessee does not serve the Lessee's Notice on the Lessor in accordance with clause 29.2 the Lessor may sell or transfer the Lessor's interest in the Land to any person on no more favourable terms than those previously offered to the Lessee.
- 29.4 If the Lessor wishes to offer more favourable terms for selling or transferring the Lessor's interest in the Land than the terms contained in the Lessor's Notice, the Lessor must first re-offer its interest in the Land to the Lessee on those terms by written notice to the Lessee and clauses 29.1–29.4 (inclusive) will apply and if the re-offer is made within six months of the Lessor's Notice the 60 Business Days period must be reduced to 30 Business Days.
- 29.5 The Lessor may dispose of the Lessor's interest in the Land to a fully owned subsidiary of the Lessor and in that case the consent of the Lessee is not

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required and the Lessee's right to purchase the land under clause 29 will not apply.

30 Exclusion of Implied Provisions

30.1 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.

31 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.

32 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.

33 Service of Notices

33.1 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

33.2 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]

33.3 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.

34 Registration of Lease

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

35 Costs

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

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**7 RELATIONSHIP AGREEMENT WITH DEPARTMENT OF
CONSERVATION**

7: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

**AN AGREEMENT REGARDING THE RELATIONSHIP BETWEEN NGĀTI KAHUNGUNU KI WAIRARAPA
TĀMAKI NUI-A-RUA AND THE DEPARTMENT OF CONSERVATION**

NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA PRINCIPLES: POUTIRIAO

Ki te kore ngā poutiriao hei tiaki i te tūranga o ia mea, o ia mea, te haere a ia mea a ia mea, te mahi a ia mea a ia mea, nā kōnei i witi ai ngā mea katoa, mei kore ngā poutiriao kua taupatupatu ngā mea katoa ki a rātou anō, pēnei kua hē kua matemate.¹

(If Poutiriao did not act to protect the position, the movement and the actions of all individual things, they would cross over and interfere with each other; without Poutiriao all things would clash and compete with each other, things would not be balanced and everything would self destruct.)

The purpose of poutiriao is to guard, protect, nurture and take care of all things, no matter what that thing may be for example vegetation, trees, reptiles, fish, people; each has its own guardian protector.² Poutiriao are the ariki of all things in the realm of Rangī the Sky Parent and Papatūānuku the Earth Mother:

The role of Poutiriao can therefore be seen to be the role of peacemakers and mediators who maintain the balance of all things.

1 BACKGROUND

- 1.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua see the whenua in their area of interest as an integral part of their identity and consider that its loss through the actions or omissions of the Crown has had an incalculable impact on their people. Through Treaty settlement negotiations with the Crown, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua sought to achieve both the return of lands of cultural significance held by the Department and where land was to remain in the ownership of the Department, sought a substantive role in its governance and management inclusive of any associated resources.
- 1.2 This relationship agreement reconnects Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua with the governance and management of the land and resources in their Area of Interest that are under the control or management of the Department.
- 1.3 The parties intend to establish and maintain a positive, collaborative and enduring partnership that gives effect to the principles of the Treaty of Waitangi as provided for in section 4 of the Conservation Act 1987 and requires the partners to act towards each other reasonably and in the utmost good faith.

2 PURPOSE

- 2.1 The purpose of this Relationship Agreement is to set out the objectives and basic terms of relationship between the parties, to enable them to work constructively on cultural and environmental matters, and other matters of mutual interest concerning properties, lands, reserves and waterbodies within Public Conservation Land, and in particular manage the effects of current and proposed activities on those water bodies, on the use and

1 Te Matorohanga and Nepia Pohuhu, Ms Papers 189b, Folder 7, New Zealand Maori Purposes Fund Board, ATL.

2 Ibid.

7: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

management of flora and fauna, and on that land, for the benefits of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, their culture and traditions and the Department of Conservation.

- 2.2 The intention of the parties in entering into this relationship agreement is to:
- 2.2.1 strengthen the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua / Crown relationship in terms of Te Tiriti o Waitangi / the Treaty of Waitangi;
 - 2.2.2 recognise and respect the mana and kaitiaki role of the mana whenua hapū of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua over their wāhi tapu and wāhi tīpuna;
 - 2.2.3 recognise the cultural and traditional relationships that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have with the rivers and lakes in their rohe including the Ruamahanga River and its tributaries; the Manawatu River and its tributaries east and south-east of the Manawatu Gorge; the East Coast Rivers and their tributaries; Wairarapa Moana and Lake Onoke and the coastal marine area; and
 - 2.2.4 support and enable the aspirations of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua relating to the indigenous freshwater fisheries.

3 PRINCIPLES OF POUTIRIAO AND NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA VALUES

Principles of Poutiriao

Oranga, Mauri Ora

- 3.1 Poutiriao utilises tikanga Māori processes within Area of Interest for promoting oranga and mauri ora for Te Taiao.
- 3.2 An example of this is to consider first how to use and support the natural processes of Te Taiao to address sustainable environmental management and conservation; e.g. the use of Kahikatea for the attenuation of water to mitigate flooding and the better dissemination of water can promote a natural process.

Taanenuiarangi Tūturu

- 3.3 Biodiversity within indigenous flora and fauna management that concentrates on natural ecosystems specific to the Area of Interest.

Ngā Mahi o Tangaroa

- 3.4 The integrity of aquatic ecosystems that are natural to the Area of Interest is the paramount consideration and where these are degraded, their enhancement is necessary to improve the quality of water ecosystem function and natural processes.

Ngā Taonga o Ranginui

- 3.5 The quality of air for sustaining or improving the quality of life, including the ability to experience our night skies and cloudscapes.

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Te Āhua o Poutiriao

- 3.6 The relationship between water, earth and sky is balanced so that each enhances the mauri of the others and maintaining this balance is a priority before any development is undertaken.

Te Haumanu o Te Taiao

- 3.7 An important process going forward for one of the heaviest and swiftest colonised areas in Aotearoa, is restoring the mauri of the whenua, the wai and the air of the Area of Interest.

Te Kāore o te tau Pourinui

- 3.8 The absence of the pollution that is encompassing the Area of Interest so that its air, soil, water, indigenous flora and fauna and the natural processes can be restored and maintain an equilibrium between them.

Te Papatuanuku Tuturu

- 3.9 The natural character of soils and geology is enhanced and not compromised by development processes.

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Values

- 3.10 Our every action is sourced in the values we have inherited from our Tīpuna. These values are:
- 3.10.1 *Mana Atua*: the highest value because it is the basis of Wairuatanga.
 - 3.10.2 *Mana Tīpuna*: denotes the element of respect for the way we carry forward the legacy of our Tīpuna. This interacts with Mana Tāngata as an inherited value.
 - 3.10.3 *Mana Whenua*: (including Mana Moana) denotes rangatiratanga, dignity and authority.
 - 3.10.4 *Whakapapa*: the overall value that defines who we are and our links back to the Atua.
 - 3.10.5 *Taonga*: the value defining what we treasure – what is precious to us.
 - 3.10.6 *Rawa*: the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.
 - 3.10.7 *Tikanga*: depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tīpuna.
 - 3.10.8 *Kaupapa*: seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
 - 3.10.9 *Rautaki*: is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.

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3.11 These values are enshrined within kaitiakitanga. Kaitiakitanga requires engagement in governance, management and operations and includes the:

3.11.1 right to maintain and control our environment according to our own established practices;

3.11.2 right to interact with our environment in a manner consistent with our tino rangatiratanga;

3.11.3 legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and

3.11.4 support for the purity, potency and integrity of our natural environment.

4 AGREEMENT AREA

4.1 This Agreement will apply within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest outlined on the Map included in Attachment A (“the Area of Interest”) provided that in relation to the Wairarapa Moana Reserves and the Ruamahanga Catchment this Agreement shall not apply to any matters that are within the functions and powers of the Wairarapa Moana Board or are otherwise provided for under the Wairarapa Moana statutory redress.

5 OBJECTIVES

Joint Objectives

5.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department are committed to the restoration and protection of the health and well-being of natural resources on Public Conservation Land within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest for present and future generations.

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Objectives

5.2 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have cultural, spiritual, traditional and historic associations with the lands, waters, flora and fauna within their rohe and have a responsibility to preserve, protect and manage all natural resources within their rohe as kaitiaki in accordance with the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua principles and values set out in the preamble to and clause 3 of this agreement.

5.3 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua want to work in partnership with the Department to achieve the following objectives to:

5.3.1 restore, protect and enhance the health and well-being of their taonga tuku iho and taonga koiora, and to reintroduce and regenerate the indigenous flora and fauna;

5.3.2 promote projects for regeneration within their Area of Interest which will enhance the overall value and ecological and cultural health and well-being of the Public Conservation Land and its resources for future descendants of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua;

5.3.3 protect the historical, cultural and spiritual values of Priority Areas including wāhi tapu and wāhi tipuna;

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- 5.3.4 ensure the public are correctly informed of the traditional associations of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua with lands and resources within Public Conservation Land;
- 5.3.5 restore and protect the relationship of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua as kaitiaki of Public Conservation Lands and resources within their Area of Interest, recognising that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will always remain; and
- 5.3.6 enable the identification and use of taupahi sites on Public Conservation Land for the social, cultural, environmental and economic development of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

The Department's Objectives

- 5.4 The Department of Conservation – Te Papa Atawhai – is the Crown agency responsible for managing Public Conservation Land and other resources as provided for in the conservation legislation. Its functions include advocating for the conservation of the natural and historic resources of New Zealand on behalf of, and for the benefit of, all New Zealanders. In accordance with section 4 of the Conservation Act 1987, the conservation legislation must be interpreted and administered to give effect to the principles of the Treaty of Waitangi to the extent required under the conservation legislation.
- 5.5 The Department, recognising the cultural, historic and spiritual interests of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the commitment of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, as kaitiaki, to restoring and maintaining the well-being of Public Conservation Land in the Area of Interest, is seeking to strengthen its relationship with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

6 RELATIONSHIP PRINCIPLES

- 6.1 This relationship agreement is based on the Treaty of Waitangi and forms part of how the Department will give effect to the principles of the Treaty of Waitangi as provided for under section 4 of the Conservation Act. The overriding principles which will govern this relationship are therefore the principles of the Treaty of Waitangi as they are understood and developed over time.
- 6.2 The Department will seek to avoid actions which would be in breach of the Treaty of Waitangi and will acknowledge and respect the rights of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua in their ancestral lands, waters, sites, resources and other taonga.
- 6.3 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department agree that their relationship, and the implementation of this Agreement, will be guided by a commitment to:
 - 6.3.1 equality in the relationship as Treaty partners;
 - 6.3.2 adopt a positive and collaborative approach, including acting in good faith, fairly, reasonably and with integrity and the highest level of transparency and accountability;
 - 6.3.3 an enduring relationship which is evolving, not prescribed;

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- 6.3.4 cooperation to seek to protect wāhi tapu, wāhi tīpuna, Priority Areas and other taonga of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua on Public Conservation Land;
- 6.3.5 active protection of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua interests in the use of their taonga on Public Conservation Land to the fullest extent practicable;
- 6.3.6 respect the independence of each other including mandates, roles and responsibilities;
- 6.3.7 apply shared knowledge and expertise, including mātauranga Māori and the latest scientific methods;
- 6.3.8 enable and support the use of te reo and tikanga of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua; and
- 6.3.9 acknowledge that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department may only make commitments within their resources and capacity.

7 ENGAGEMENT PROCESS

- 7.1 Where the parties are required to engage under this Agreement, the Department will:
 - 7.1.1 provide notice to the Governance Entity of the matters to be the subject of engagement as soon as reasonably practicable following identification or determination of the matters to be the subject of the engagement;
 - 7.1.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the engagement given any time constraints relating to those matters;
 - 7.1.3 ensure, as far as possible given any time constraints, that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the engagement;
 - 7.1.4 approach the engagement with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the engagement; and
 - 7.1.5 use reasonable endeavours to identify a mutually acceptable solution, and if requested, meet with the Governance Entity to discuss possible options for resolution of the relevant matter and seek a consensus on a preferred option.
- 7.2 In the event that the Governance Entity does not wish to engage in any matter following receiving notice under clause 7.1.1 it shall notify the Department as soon as reasonably practicable.
- 7.3 Any solution must be consistent with the applicable conservation legislation and the statutory planning documents, and if consensus is not reached within an agreed timeframe that permits any time constraints to be met, the Department may exercise its decision making powers and functions in relation to any of the matters that are the subject of the engagement.

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- 7.4 Where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 7.3, the Department will promptly advise the Governance Entity of the decision made as a result of the engagement, and where the decision is contrary to the Governance Entity's submissions, set out in writing the factors that were taken into account in reaching that decision.
- 7.5 The parties can modify the obligations set out in this clause by agreement in writing. This may include, but is not limited to, setting thresholds or criteria for engagement.

8 CONFIDENTIALITY

- 8.1 The Department will not disclose any information given to it by or relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua iwi or hapū without first obtaining the consent of Ngāti Kahungunu.
- 8.2 The Department's obligations under this Agreement relating to the disclosure of information are subject to any statutory obligation under the Official Information Act 1982 or any other legislation.

9 COMMUNICATION

- 9.1 To maintain effective and efficient communication with each other on an ongoing basis the parties will:
- 9.1.1 maintain a record of each other's office holders, and their contact details;
 - 9.1.2 advise each other of their principal contacts and their contact details, the principal contacts for the Department being the relevant district manager(s);
 - 9.1.3 promptly inform each other of any changes to the contact information.

10 STATUTORY AND NON STATUTORY PLANNING

- 10.1 The Department will engage at an early stage (before public consultation, if any, and throughout the process) with the Governance Entity on any matters relating to Public Conservation Land, if it decides to develop, review or amend any:
- 10.1.1 statutory planning documents; or
 - 10.1.2 non-statutory conservation plans or strategies.
- 10.2 The Department and the Governance Entity will engage after public consultation to address any issues affecting Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua if the draft of any Statutory Planning Document is amended.

11 ANNUAL BUSINESS PLANNING PROCESS

- 11.1 The Department undertakes business planning processes prior to the beginning of each new financial year. The business planning processes determine the Department's work priorities and commitments for the year. Operational business planning processes largely sit with district managers.
- 11.2 The Governance Entity and the relevant district managers will meet at an early stage in the Department's annual business planning processes to discuss:

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- 11.2.1 timeframes for the development of annual work programmes;
- 11.2.2 the Department's annual work and budget priorities and commitments;
- 11.2.3 potential projects requested by the Governance Entity to be undertaken together or separately in the Area of Interest;
- 11.2.4 Priority Areas as provided for in clause 19;
- 11.2.5 potential Taupahi sites and associated authorisations for resource use as provided for in clause 24.
- 11.2.6 any new legislation, national policy or statutory document that may impact on the Agreement;
- 11.2.7 matters that may be the subject of engagement including where the Governance Entity agrees to waive or modify the obligation to engage;
- 11.2.8 any issues relating to:
 - (a) cultural materials;
 - (b) wāhi tapu, wāhi tīpuna and wāhi taonga management;
 - (c) species and habitat enhancement or protection;
 - (d) pest control;
 - (e) freshwater fisheries and their habitat; and/or
 - (f) hunting.
- 11.2.9 cross-organisational opportunities; and
- 11.2.10 any other issue affecting the Agreement either party may wish to place on the agenda.
- 11.3 If a review of the Agreement is required under clause 29, the parties will commence the review as part of the annual business planning meeting.
- 11.4 Where possible, if there are two or more relevant district managers of the Department they will hold their annual business planning meetings with the Governance Entity jointly.
- 11.5 If a specific project proposed by the Governance Entity is undertaken, the Department and the Governance Entity will determine the nature of any collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the Department will advise the Governance Entity of the reason(s) for this.
- 11.6 Should any matters in clause 11.2 require discussion outside the annual business planning meeting, the Governance Entity and the Department will work together to resolve such matters and notify the relevant parties as appropriate.

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12 PROJECTS

- 12.1 The Governance Entity may also propose projects to be undertaken in the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest outside the annual business planning process and the parties will engage on the feasibility of undertaking the proposed project.
- 12.2 The parties will engage on projects proposed by third parties relating to the Public Conservation Land.
- 12.3 The Department will look for opportunities to support, through means other than the Department's funding, projects proposed by the Governance Entity that do not meet the Department's funding priorities, but which are consistent with its objectives.
- 12.4 The Department will invite the Governance Entity to participate in specific projects, including the Department's education, volunteer and conservation events and programmes.

13 NATIONAL PROGRAMMES, POLICIES AND ISSUES

- 13.1 Where feasible, the Department will engage with the Governance Entity, with a view to preserving the intent, scope and effectiveness of the Agreement, on:
- 13.1.1 any proposed restructuring or re-organisation of the Department including any proposed restructuring of the district offices relating to the Area of Interest; and
 - 13.1.2 any proposed legislative amendments or proposed changes to national policy affecting the Department's activities in the Area of Interest.
- 13.2 In addition to the engagement provided for by clause 7 where the Governance Entity requests, the Department will also engage with the Governance Entity on any significant issue regarding the Conservation Legislation.
- 13.3 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. To do this, it conducts a number of national programmes.
- 13.4 When it conducts national programmes, or adopts new national policies that relate to species or sites that have an impact on the Area of Interest, the Department will:
- 13.4.1 provide notice to the Governance Entity and seek to provide opportunities for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to participate in those programmes;
 - 13.4.2 provide notice to the Governance Entity of research and monitoring projects which are being carried out by the Department within the Area of Interest; and
 - 13.4.3 provide the Governance Entity with copies of any completed research reports relating to any species within the Area of Interest.
- 13.5 The Department will consult with the Governance Entity on any new national plans, programmes, policies or issues that will have significant impacts on Public Conservation Land.

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14 VISITOR AND PUBLIC INFORMATION

- 14.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department 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.
- 14.2 The parties will encourage respect for and awareness of conservation in, and the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua relationship with, the Area of Interest. This may include:
- 14.2.1 raising public awareness of positive conservation relationships developed between the parties;
- 14.2.2 engaging on the development of visitor and public information published by either party that relates to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua; and
- 14.2.3 recognising Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua values in land and resources managed under conservation legislation, particularly where that information relates to Priority Areas identified using the process in clause 19 and aspirations relating to the land and its resources.

15 CULTURAL MATERIALS

- 15.1 Current legislation requires some form of authorisation for gathering or the possession of plants and plant materials and the possession of dead fauna.
- 15.2 At the request of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the Department will collaborate with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop a Cultural Materials Plan (“the Plan”) to enable members of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to take and use cultural materials in accordance with the Plan. The Plan should:
- 15.2.1 prescribe streamlined authorisation processes (including multi-site and multi-take permits) for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua members to gather cultural materials on Public Conservation Land (within existing legislation);
- 15.2.2 identify sites, quantities, methods and conditions relating to the multi-take and multi-site plan; and
- 15.2.3 identify matters to be considered when consulting on the feasibility of including a plant or plant material in the Plan.
- 15.3 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua may propose new species/materials to be included in the Cultural Materials Plan on an incremental basis and the parties will discuss the feasibility of the proposal.
- 15.4 When Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department collaborate on the Plan, appropriate Departmental experts and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua experts in mātauranga Māori will take part.
- 15.5 When the Parties agree on the taking of cultural materials under the Plan, the Department will issue the required authorisations to the Governance Entity as provided for in the Plan. The Governance Entity may then enable members of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to take cultural materials in accordance with such authorisations.

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- 15.6 The Plan should be revised:
- 15.6.1 If an unforeseen event (such as a fire) takes place that affects sites included in the Plan; and
 - 15.6.2 If through monitoring it is found that the impacts of a harvest under the Plan is having a significant negative impact on the values for which the Public Conservation Land is held.
 - 15.6.3 If there is a change in the status of a species under the Plan (i.e. it is classified as threatened or at risk).
- 15.7 In relation to Cultural Materials the Department will:
- 15.7.1 work with the Governance Entity to resolve circumstances where there are competing requests between the Governance Entity and non-Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua members or entities for the use of Cultural Materials in the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest, for example for scientific research purposes; or requests for access to and use of Cultural Materials within the Area of Interest from persons and entities other than the Governance Entity;
 - 15.7.2 engage with the Governance Entity on the restoration and enhancement of the sources of Cultural Materials on Public Conservation Land;
 - 15.7.3 assist as far as reasonably practicable, the Governance Entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas;
 - 15.7.4 provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of plant stock; and
 - 15.7.5 where appropriate, the Department and the Governance Entity will develop procedures for monitoring levels of use of Cultural Materials in accordance with the relevant legislation and appropriate Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua tikanga.
- 15.8 The Department will waive the recovery of any costs associated with the collection of Cultural Materials by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

Materials from Flora and Dead Protected Fauna

- 15.9 The Department will, as far as reasonably practicable provide the Governance Entity with access to materials from flora and dead protected fauna which have become available as a result of Departmental operations within the Area of Interest but where other iwi also have an interest in the area from which the materials are derived, the Department will engage with the Governance Entity to see whether agreement can be reached with all interested parties.

16 MARINE MAMMALS

- 16.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and its constituent hapū have a Kaitiaki responsibility in relation to the preservation, protection and disposal of marine mammals

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within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest to ensure cultural protocols are observed in the interaction with and handling of these mammals.

- 16.2 All species of marine mammal occurring within New Zealand and New Zealand's fisheries waters are absolutely protected under the Marine Mammals Protection Act 1978. The Department has responsibilities for the protection, conservation and management of all marine mammals, including their disposal and the health and safety of its staff and any volunteers under its control, and the public.
- 16.3 There may be circumstances during a stranding in which euthanasia is required, for example if the animal is obviously distressed or if it is clear that a refloating operation will be unsuccessful. The decision to euthanise, which will be made in the best interests of marine mammals and public safety, is the responsibility of an officer or person authorised by the Minister of Conservation. The Department will make reasonable efforts to inform Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua before any decision to euthanise.
- 16.4 Both the Department and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua acknowledge the scientific and cultural importance of information gathered at strandings. The Department will consult with the Governance Entity on:
- 16.4.1 the nature of the scientific samples required;
 - 16.4.2 whether Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua want to take responsibility for burial of the marine mammal; and
 - 16.4.3 the availability of teeth, bone, oil and/or baleen to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua for cultural purposes.
- 16.5 If Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua does not wish to recover the teeth, bone, oil and/or baleen or otherwise participate, the Governance Entity will notify the Department whereupon the Department will take responsibility for disposing of the remains.
- 16.6 Subject to the prior agreement of the Department, where disposal of a dead marine mammal is carried out by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the Department will meet the reasonable costs incurred up to the estimated costs that would otherwise have been incurred by the Department to carry out the disposal.
- 16.7 The Department and the Governance Entity will notify each other of contact person(s) who will be available at short notice on a marine mammal stranding. The Governance Entity will authorise their contact person(s) to make decisions on the desire of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to be involved.
- 16.8 The Governance Entity and the Department will:
- 16.8.1 promptly notify each other through the contact person/s, of all stranding events that come to their notice; and
 - 16.8.2 identify in advance where practical, burial sites and sites which may not be used for disposing of a dead marine mammal due to health and safety requirements or the possible violation of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua tikanga.

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17 COASTAL MARINE AREA

- 17.1 The Minister of Conservation has a number of functions in relation to the coastal marine area including:
- 17.1.1 preparing and reviewing the New Zealand Coastal Policy Statement;
 - 17.1.2 approving regional coastal plans and any changes to them;
 - 17.1.3 monitoring the effect and implementation of the New Zealand Coastal Policy Statement and Restricted Coastal Activities;
 - 17.1.4 exercising powers of intervention with respect to the allocation of authorisations for space in the common marine and coastal area; and
 - 17.1.5 recommending the creation and conditions for management of marine reserves.
- 17.2 The coastal marine area is of fundamental cultural, historical, environmental, economic and spiritual importance to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.
- 17.3 When the Minister is exercising functions pursuant to clause 17.1 in relation to the coastal marine area in the Area of Interest the Department will:
- 17.3.1 seek the views of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua,
 - 17.3.2 ensure that those views are taken into account in the decision-making process; and
 - 17.3.3 advise the Governance Entity of the decisions and the reasons for them.
- 17.4 The Department will involve Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua in the management of any marine reserve in the Area of Interest.

18 STATUTORY AUTHORISATIONS

- 18.1 The Department acknowledges authorisations granted to third parties in relation to Public Conservation Land within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest may impact on the spiritual, cultural or historic values of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua. The Department will recommend to prospective applicants within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest that they should consult with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua before filing their application.
- 18.2 From time to time Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department will identify categories of statutory authorisations that may have a significant impact on the spiritual, cultural or historic values of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.
- 18.3 For the categories of any statutory authorisations that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department agree may be significant to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the Governance Entity and the Department will adopt the following processes:

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- 18.3.1 the Department will notify Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua of the application, timeframe for a decision and the timeframe for a Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua response;
- 18.3.2 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua within the given timeframe, will notify the Department of their response including the nature of their interests in the proposal and their views in relation to the proposal;
- 18.3.3 where either party requests, meet or, as otherwise agreed, correspond with the Governance Entity, to engage on how concerns such as negative impacts might be mitigated or avoided;
- 18.3.4 advise the applicant of concerns identified by the Governance Entity, and if appropriate, encourage communication between the applicant and the Governance Entity to resolve impacts identified by the Governance Entity;
- 18.3.5 unless the application is withdrawn, have regard to the outcome of any discussions under this clause and more generally to the Governance Entity's views on the application when considering whether to grant the application; and
- 18.3.6 after making a decision to grant or decline a statutory authorisation, provide notice to the Governance Entity of the Department's decision, and the reasons for the decision, in particular how regard was given to the views of the Governance Entity as required by clause 18.3.5.

Applications by the Governance Entity

- 18.4 The Department will advise Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua of potential opportunities, including commercial opportunities, for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua or its members to obtain statutory authorisations on Public Conservation Land within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest.
- 18.5 The Department will, if requested by the Governance Entity, provide assistance in the development of concession proposals involving members of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua by providing technical advice on the concession process.

19 PRIORITY AREAS

- 19.1 As part of the annual business planning process the parties will agree no more than four (4) Priority Areas to be selected from the Public Conservation Land identified in Attachment B. For these areas:
- 19.1.1 the parties will use reasonable endeavours to jointly agree conservation priorities and projects for these priority areas;
- 19.1.2 if, despite reasonable endeavours, consensus is not reached within an agreed timeframe that permits any time constraints to be met, the Department may exercise its decision making powers and functions in relation to such conservation priorities and projects; and
- 19.1.3 where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 19.1.2 the Department will promptly provide notice to the Governance Entity on the decision it has made, and where the

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decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

20 PUKAHA

- 20.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua has identified the Pukaha/Mount Bruce Scenic Reserve and the Pukaha/Mount Bruce National Wildlife Centre Reserve as a site of historical, traditional, cultural and spiritual significance to them.
- 20.2 The Department will advise Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua of any significant decisions to be taken by the Department about the reserves; and the decision-maker will take into account any comments or suggestions that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua may make concerning the decision to be made.

21 WĀHI TAPU, WĀHI TĪPUNA AND WĀHI TAONGA

- 21.1 Wāhi tapu, wāhi tīpuna and wāhi taonga have special significance to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and are repositories of the most sacred physical, religious, traditional, ritual, mythological and spiritual aspects of Māori culture. These sacred places are comprised of areas including:
- 21.1.1 burial sites, (usually caves or groves of certain trees);
 - 21.1.2 former battle sites;
 - 21.1.3 sites where sacred objects are stored;
 - 21.1.4 sites and areas of whare wānanga;
 - 21.1.5 significant landscape formations;
 - 21.1.6 sites (tuahu or altars) where prayer and other sacred activities occur and areas that have been established as places of healing; and
 - 21.1.7 sites and areas that contain natural features or resources of cultural significance.
- 21.2 The parties have agreed to work together to develop a plan for the management of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua wāhi tapu, wāhi tīpuna and wāhi taonga including, where appropriate, management by the manawhenua hapū associated with them (The Wāhi Tapu Plan).
- 21.3 To the extent permitted given the potential confidentiality of the information, the Wāhi Tapu Plan will be taken into account in the Department's statutory planning documents and annual business planning for the Area of Interest.
- 21.4 The process set out below is intended to provide the basis for developing the Wāhi Tapu Plan and to allow for that plan to develop over time to meet changing circumstances.
- 21.5 The Governance Entity may propose any wāhi tapu, wāhi tīpuna and/or wāhi taonga on Public Conservation Land for inclusion in the Wāhi Tapu Plan and for that purpose may provide the Department with a description of the wāhi tapu, wāhi tīpuna and/or wāhi taonga which can include, but is not limited to:
- 21.5.1 the general location;

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- 21.5.2 the nature of the wāhi tapu, wāhi tīpuna and/or wāhi taonga;
- 21.5.3 a description of the site or area; and
- 21.5.4 the associated hapū and iwi kaitiaki.
- 21.6 The parties will discuss and agree the most appropriate method permitted under the Department's statutory framework of protecting the wāhi tapu, wāhi tīpuna and/or wāhi taonga;
- 21.7 The parties will then include in the Wāhi Tapu Plan a section on the wāhi tapu, wāhi tīpuna and/or wāhi taonga that will include;
- 21.7.1 such details relating to the specified wāhi tapu, wāhi tīpuna and/or wāhi taonga on Public Conservation Land as the parties consider appropriate; and
- 21.7.2 the management approach agreed between the parties to protect the specified wāhi tapu, wāhi tīpuna and/or wāhi taonga;
- 21.7.3 a copy of any agreement under Section 53 of the Conservation Act 1987 to authorise persons nominated by the Governance Entity to undertake management activities on Public Conservation Land in relation to the specified wāhi tapu, wāhi tīpuna and/or wāhi taonga.
- 21.8 The discussion between the Governance Entity and the Director-General in relation to annual business planning referred to clause 11 will include a discussion of:
- 21.8.1 the protection of wāhi tapu, wāhi tīpuna and/or wāhi taonga under the Wāhi Tapu Plan; and
- 21.8.2 the inclusion of further wāhi tapu, wāhi tīpuna and/or wāhi taonga in the Wāhi Tapu Plan.
- 21.9 Where the Governance Entity provides any information relating to wāhi tapu, wāhi tīpuna and/or wāhi taonga to the Department in confidence, the Department will respect that obligation of confidence to the extent possible under the relevant statutory frameworks.

22 SPECIES AND HABITAT PROTECTION

- 22.1 The parties share aspirations of protecting and restoring specific ecosystems and indigenous flora and fauna within the Area of Interest.
- 22.2 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.
- 22.3 Preventing, managing and controlling threats to natural, historic and cultural values from terrestrial and aquatic pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 22.4 As part of annual business planning meeting:

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22.4.1 the Department will update the Governance Entity on any national sites and species programmes operating in the rohe and will discuss with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua how they may wish to be involved in these programmes.

22.4.2 The parties will discuss opportunities and processes for collaboration with one another on other field projects of mutual interest:

22.4.3 The parties will discuss the strategic outcomes sought from pest control programmes within the Area of Interest, including monitoring and assessing pest control programmes, the use of poisons and biological controls including genetically modified organisms, and co-ordination of pest control where Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua is the adjoining landowner; and

22.4.4 At the request of either party, the parties will engage to identify agreed actions for habitat and species protection.

23 FRESHWATER FISHERIES AND HABITATS

23.1 Objectives for freshwater fisheries and habitats will be integrated into the annual business planning process. Actions may include: areas for cooperation in the protection, restoration and enhancement of terrestrial and aquatic habitats (including marginal strips); and the development or implementation of research and monitoring programmes within the Area of Interest.

Riparian management

23.2 For the purposes of the Conservation Act 1987, freshwater includes waters of estuaries, coastal lagoons, wetlands, and the mouths of rivers and streams.

23.3 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department have a mutual concern to ensure effective riparian management of Public Conservation Land that will contribute to protecting and restoring water quality and prevent the contamination of freshwater.

23.4 For Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the health and wellbeing of freshwater bodies, including their banks and margins, and associated indigenous flora and fauna is of primary importance.

23.5 The Department will take all reasonable steps to manage the banks and margins of waterways on Public Conservation Land to prevent destruction of the riparian habitat and the contamination of waterways and the wider environment as a result of its activities.

Freshwater fisheries and habitat

23.6 The Department's functions include preserving, as far as practicable, all indigenous freshwater fisheries, and protecting recreational freshwater fisheries and their respective habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located within Public Conservation Land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through the Resource Management Act 1991. Freshwater fisheries are managed under two sets of legislation: the Fisheries Acts 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department). The whitebait fishery is

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administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act 1987.

- 23.7 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua has identified freshwater habitats, and all indigenous freshwater species present or formerly present in their Area of Interest, as having a high cultural value.
- 23.8 The Department acknowledges that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have a customary interest in whitebait fisheries in their Area of Interest and that section 26ZH of the Conservation Act 1987 permits Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to fish for whitebait outside the season set by the Whitebait Fishing Regulations 1994.
- 23.9 The Parties will engage on guidelines to enable the Department to undertake its compliance and enforcement roles relating to whitebait fishing in the Area of Interest.

Engagement

- 23.10 The parties will collaborate to ensure that the relevant staff members of the Department are aware of the relevant Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua tikanga relating to freshwater, the flora and fauna of those habitats, including customary freshwater fisheries, and their habitats within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest.
- 23.11 The Department will engage with the Governance Entity:
- 23.11.1 on whether to grant applications for the transfer and release of freshwater fish species, including eels, in accordance with section 26ZM of the Conservation Act 1987; and
- 23.11.2 where the Department is entering into formal or informal arrangements with any third party that relates to the management of marginal strips within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest.
- 23.12 At the request of either party, the parties will engage to identify areas for co-operation relating to:
- 23.12.1 projects relating to fish passage, minimum flows, protecting riparian vegetation and habitats, improving water quality, and restoring, rehabilitating, or enhancing customary freshwater fisheries, other fauna and their freshwater habitats; and
- 23.12.2 developing or contributing to research and monitoring programmes, and where reasonably practicable, inviting Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to participate where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and other flora and fauna and their environmental and habitat requirements.

24 TAUPAHI SITES

- 24.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua seek Taupahi sites on Public Conservation Land for the social, cultural, environmental and economic development of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua including:

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- 24.1.1 the protection, enhancement and seasonal use of indigenous flora and fauna for cultural and traditional purposes;
 - 24.1.2 promotion and practice of reconnection, including short term camping and wānanga, to educate hapū, whānau and conservation staff on the most practicable methods to enhance the natural resources within the Public Conservation Land, and to plan, prepare for and implement projects;
 - 24.1.3 kaitiakitanga practices and procedures to aid the preservation and protection of wāhi tapu and wāhi tīpuna; and
 - 24.1.4 cultural monitoring, recording and assessment of taonga tuku iho and taonga koiora on Public Conservation Land.
- 24.2 As part of the annual business planning process, the parties will discuss, and where possible, agree the Taupahi sites and associated activities for the coming year including the dates, any conditions relating to their use and the coordination of authorisations required for associated activities.
- 24.3 Where the Department cannot agree to nominate a Taupahi site at the annual business planning meeting, the Department will:
- 24.3.1 discuss with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua its concerns on the suitability of the site and any conditions that would need to be met (e.g for fire prevention, rubbish collection and the provision of ablution facilities); and
 - 24.3.2 promptly investigate any issues relating to the proposed site or any authorisations required for associated activities.
 - 24.3.3 notify Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, as soon as possible after the annual business planning meeting, whether a proposed site may be used as a Taupahi site, including:
 - (a) relevant dates;
 - (b) any actions the Department agrees to undertake to promote the Taupahi initiative; and
 - (c) any conditions that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua must meet.
- 24.4 If a Taupahi site that is included on the Department's online booking system is required for overnight stays Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will book the site as soon as possible after it has been identified.
- 24.5 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua acknowledges that sites on the Department's booking system will be available on a first come first served basis and the Department cannot guarantee exclusive use of Taupahi sites.

25 PLACE NAMES

- 25.1 The Department and the Governance Entity will engage on:

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- 25.1.1 whether to support an application by third parties to change the name of a Crown Protected Area; and
- 25.1.2 any proposals by the Department or Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to name or rename Public Conservation Land, including reinstatement of traditional place names.

26 CROSS-ORGANISATIONAL OPPORTUNITIES

- 26.1 As part of the annual business planning process, the parties will discuss:
 - 26.1.1 opportunities and processes to share scientific and cultural resources and information, including the data and research material;
 - 26.1.2 opportunities for developing mutual understanding and developing relationships with respect to conservation, environmental and cultural matters within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest. Options may include wānanga, education, training, development and secondments;
 - 26.1.3 opportunities for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua individuals to be nominated and participate in relevant training programmes, including those run by both parties and Kaiārahi Taiao programmes;
 - 26.1.4 Departmental support for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to undertake its own conservation-related projects, for instance by identifying other funding sources or by providing technical advice for those projects; and
 - 26.1.5 staff changes and key contacts in each organisation.
- 26.2 Where Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua nominates an iwi member to take part in a Kaiārahi Taiao programme and that member meets the selection criteria, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will fund the costs of the iwi member and the pastoral care in order for the iwi member to participate in the programme.

Training and conservation capability building opportunities

- 26.3 The parties will inform each other when any conservation related educational, training, or capacity building opportunities arise. The parties will seek to ensure that the other party's staff or members are able to participate in such opportunities, within the resources available to them. The Governance Entity may propose candidates for these roles or opportunities.
- 26.4 The opportunities could include holiday employment, student research projects, ranger training courses, short term employment exchanges, secondments, or further opportunities for the Department's staff to learn about Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua tikanga and mātauranga Māori, and for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua members to augment their conservation knowledge and skills through being involved in the Department's work programmes or training initiatives.
- 26.5 The Department will engage with the Governance Entity on the potential for developing a voluntary kaitiaki programme for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua in relation to Public Conservation Land.

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Department Staff Positions

- 26.6 The Department will inform the Governance Entity when opportunities for full time positions, holiday employment or student research projects arise and the Governance Entity may propose candidates for these roles or opportunities.
- 26.7 The Department will consult with the Governance Entity regarding vacancies for staff primarily responsible for functions within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest, including District Manager positions. This obligation is subject to privacy and other employment law obligations.

Contracting for Services

- 26.8 Where contracts are tendered for conservation management within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest (including professional services, cultural advice and pest management) the Department will provide notice to the Governance Entity of the contract tender.
- 26.9 Where appropriate, the Department will consider using Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua individuals or entities as providers of professional services.
- 26.10 The Department will, if requested by the Governance Entity, provide advice on how to achieve the technical requirements to become a provider of professional services.
- 26.11 In accordance with standard administrative practice, wherever Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua members or entities are applying to provide services, appropriate steps will be taken to avoid any perceived or actual conflict of interest in the decision making process.

Resource Management Act 1991

- 26.12 From time to time, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991.
- 26.13 The Governance Entity and the Department will seek to identify and consult on issues of mutual interest and/or concern ahead of each party making submissions in Resource Management Act processes.

27 STATUTORY LAND MANAGEMENT

- 27.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have an ongoing interest in the range of statutory land management activities that occur within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest.
- 27.2 If the Governance Entity requests, the Partners will engage on any proposal by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to have Public Conservation Land reclassified.
- 27.3 The Department will engage with the Governance Entity before it proposes or if a third party notifies the Department that it intends to propose:
- 27.3.1 establishing any new, or reclassifying any existing Public Conservation Land (including the creation of a national park) ;

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- 27.3.2 any vestings or 'control and manage' appointments under the Reserves Act 1977;
 - 27.3.3 establishing a marine protected area under the Department's jurisdiction (including marine reserves and marine mammal sanctuaries);
 - 27.3.4 other management arrangements with third parties; or
 - 27.3.5 disposing of Public Conservation Land (including land exchanges).
- 27.4 Where clause 27.3 applies, the Department should ensure the Governance Entity has or continues to have input into the management of the Public Conservation Land so affected. This could include having special conditions relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua interests where an administering body has a reserve vested in it or is appointed to control and manage a reserve.
- 27.5 In the case of proposed management arrangements, the parties will also engage on whether the arrangement should be subject to any conditions.
- 27.6 At the request of the Governance Entity, the Partners will engage on whether Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua wish:
- 27.6.1 under the Reserves Act 1977, to be granted a vesting or appointed to control and manage a reserve in the Area of Interest; or
 - 27.6.2 under the Conservation Act 1987, to be appointed to manage a marginal strip in the Area of Interest.

28 DISPUTE RESOLUTION

- 28.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve the matters at a local level within a reasonable time frame. If this process is not successful the matter may be escalated to a meeting of the relevant Departmental Director and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 28.2 If following the process in clause 28.1 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of the mediator are to be split equally between the parties.
- 28.3 If the dispute is not resolved following mediation and the parties agree that the matter is of such importance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister, or the Minister's nominee, if the parties agree.

29 REVIEW

- 29.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities.
- 29.2 This agreement will only be varied by agreement in writing of the Governance Entity and the Department.

7: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

30 TERMS OF AGREEMENT

- 30.1 A summary of the terms of this agreement must be noted in the Statutory Planning Documents affecting the Area of Interest, but the noting:
- 30.1.1 is for the purpose of public notice; and
 - 30.1.2 does not amend the Statutory Planning Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980.
- 30.2 The Agreement does not override or limit:
- 30.2.1 legislative rights, powers or obligations of the parties;
 - 30.2.2 the functions, duties and powers of the Minister of Conservation, Director-General of Conservation and any Departmental officials, or statutory officers;
 - 30.2.3 the ability of the Crown to introduce legislation and change government policy; or
 - 30.2.4 the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative.
- 30.3 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered under conservation legislation.
- 30.4 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, the common marine and coastal area (as defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011).
- 30.5 A breach of the Agreement is not a breach of the Deed of Settlement.

31 DEFINITIONS

- 31.1 In this document:

Area of interest is the area outlined in Attachment A;

Conservation Legislation means the Conservation Act 1987 and the statutes listed in the First Schedule of the Act;

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

Crown Protected Area has the meaning given to it under the New Zealand Geographic Board (Ngā Pou Taunaha o Aotearoa) Act 2008;

Cultural Materials means plants, plant materials, soils or materials derived from dead protected fauna, found within the Area of Interest that are protected under the conservation legislation and which are important to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua in maintaining, restoring and expressing Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua cultural values and practices.

Cultural Materials Plan means the plan developed in accordance with clause 15;

7: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

Department means the Minister of Conservation, the Director-General and the Departmental managers to whom the Minister of Conservation's and the Director-General's decision-making powers can be delegated;

Governance Entity means the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust

Mana Whenua Hapū are the hapū that have mana whenua in relation to the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest or part thereof;

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua has the meaning set out in **[clause X]** of the Deed of Settlement;

Priority Area means those areas agreed between the parties under clause 14 to be identified from within the Public Conservation Land listed in Schedule B to this Agreement or from within other conservation lands the Governance Entity may subsequently notify in writing to the Department for inclusion in the Schedule;

Public Conservation Land means the land and resources managed by the Department within the Area of Interest under the Conservation Legislation;

Statutory Authorisation means an authorisation granted under the Conservation Legislation including a Concession granted under Part 3B of the Conservation Act 1987;

Statutory Planning Document includes any relevant Conservation Management Strategy or Conservation Management Plan under the Conservation Legislation.

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

WITNESS:

Name: _____

Occupation: _____

Address: _____

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

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED by

WITNESS:

Name: _____

Occupation: _____

Address: _____

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SIGNED by

WITNESS:

Name: _____

Occupation: _____

Address: _____

SIGNED by

WITNESS:

Name: _____

Occupation: _____

Address: _____

7: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

ATTACHMENT A

MAP OUTLINING THE NGĀTI KAHUNGUU KI WAIRARAPA TĀMAKI NUI-A-RUA
AREA OF INTEREST

AS REFERRED TO IN CLAUSE 4 OF THIS AGREEMENT



7: RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

ATTACHMENT B

PRIORITY AREAS

Aorangi Forest Park

Ruahine Forest Park

Tararua Forest Park

Remutaka Forest Park

Carter Scenic Reserve

Rewa Bush Conservation Area

Rocky Hills Sanctuary Area

Oumakura Scenic Reserve

Waewaepa Scenic Reserve

Pahaoa Scientific Reserve

Turakirae Scientific Reserve

Castlepoint Scenic Reserve

**8 RELATIONSHIP AGREEMENT WITH HERITAGE NEW ZEALAND
POUHERE TAONGA**

8: RELATIONSHIP AGREEMENT WITH HERITAGE NEW ZEALAND

Date

Address

Tena koe i roto i nga ahuatanga o inaianei,

Heritage New Zealand Pouhere Taonga and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Relationship Agreement

This agreement serves to formalise a relationship between the Heritage New Zealand Pouhere Taonga (HNZPT) and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua in the spirit of the Crown's commitment as expressed through the Deed of Settlement (date).

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua seek opportunities for collaboration with the culture and heritage sector in relation to their cultural interests. Heritage New Zealand Pouhere Taonga agrees to meet with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the Department of Internal Affairs Te Tari Taiwhenua, the Museum of New Zealand Te Papa Tongarewa and the Ministry of Culture and Heritage to identify and discuss potential opportunities for collaboration.

The HNZPT acknowledges the mana whenua and kaitiaki status of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua within its rohe, both at a relationship level and within the regulatory framework of the Heritage NZ Act 2014. The aspirational statement attached as an appendix to this letter provides a basis for the support the HNZPT can provide within the relationship.

The HNZPT will further develop with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua opportunities that will support and enhance your role in the identification, protection, and appreciation of your land based and built heritage taonga i tuku iho.

The level of support is subject to resourcing limitations and is generally provided through staff time and expense costs currently delivered through Te Tira, Maori Heritage Team of the HNZPT. The HNZPT welcomes the invitation to engage directly with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop a work programme.

No reira, he koha whakahirahira tenei hei whakapakiri ai te mahi i waenganui i a tatou o Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua me te Pouhere Taonga.

Na

Na Te Kenehi Teira

Kaihautu

8: RELATIONSHIP AGREEMENT WITH HERITAGE NEW ZEALAND

ASPIRATIONAL STATEMENT

Formal recognition and resourcing for the restoration of Pāpāwai Marae as a national taonga

In the late nineteenth century, a whole Māori complex grew up at Pāpāwai Marae which became a primary focus for the Kotahitanga movement's Maori Parliament, in which Wairarapa chiefs educated in both the Māori and Pākehā worlds played an influential part. However, in the 1930s the buildings at Pāpāwai Marae were largely destroyed by a hurricane and have never been restored. Ngāti Kahungunu seek both formal recognition of the importance of Pāpāwai Marae as a national place of significance and resourcing to restore the buildings so that the original intent that Pāpāwai Marae be a cultural precinct for not only the Wairarapa, but also for the country, be given effect.

HNZPT aim to provide its Māori built heritage conservation expertise to assist directly with the assessment, planning and implementation of a project to restore and conserve Pāpāwai marae. HNZPT also supports project funding applications both for the assessment phase (archaeology, research, engineering, conservation architectural) and the project itself. HNZPT would make Pāpāwai a priority project within the Maori Built Heritage Programme to assist the development of the project.

Restoration of our marae

Ngāti Kahungunu see the health of their marae is an integral part of the health of our people and our culture. The marae are at the heart of our communities and if they are not in a good condition we cannot function as a community and a people. The majority of Ngāti Kahungunu marae are dilapidated and do not have suitable facilities to serve their communities due to limited resources.

HNZPT can provide its Maori built heritage conservation expertise to assist directly with the assessment, planning and implementation of a project to restore and conserve marae within the rohe of and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

Revitalisation and growth of te reo and marae paepae

Ngāti Kahungunu reo is in decline. Many of our marae do not have speakers for the paepae and others are learning more from our cultural inheritance (e.g. Whatahoro Jury manuscripts) than we are. "Te reo Māori needs special support here, because it has reached a very low ebb..... Improved access and more resources are necessary if the Crown is to make amends for the wrongs of the past." [Waitangi Tribunal Report, Letter of Transmission]. Ngāti Kahungunu seek to put in place suitable programmes to revitalise our reo and marae paepae.

Active Maori Heritage Management and repatriation of taonga

Ngāti Kahungunu want to ensure that physical aspects of Māori heritage in Wairarapa ki Tararua are not destroyed or damaged and wherever possible, our taonga and sites of significance are in our ownership or control.

HNZPT can support funding applications for the development of an inventory of sites in the Wairarapa Tamaki-Nui-a-Rua rohe and help develop a process to prioritise suitable site candidates for recognition on the New Zealand Heritage List / Rārangi Kōrero within organisational capability.

**9 RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE
 ENVIRONMENT**

**RELATIONSHIP AGREEMENT BETWEEN
NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA AND
THE MINISTRY FOR THE ENVIRONMENT**

He whakatauki

He urunga tangata, e kore e au te moe,
kāpātau urunga whenua, he ngahuru tana kai

A pillow of people, their sleep will not be restful.

The pillow provided by the land however, provides food for the harvest.

(Whatahoro, 1907)

1. PURPOSE

- 1.1 This agreement (the "**Relationship Agreement**") formalises the relationship between the Ministry for the Environment (the "**Ministry**") and the trustees of the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust (the "**Trust**") and establishes a framework to enable the parties to maintain and grow a positive and enduring working relationship. Both parties commit to working together to build mutual respect and enable both our communities to develop an understanding of the principles that underpin our work..

2. NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA VALUES

- 2.1 Our every action is sourced in the values we have inherited from our Tīpuna. These values are:
- a. Mana Atua: the highest value because it is the basis of Wairuatanga.
 - b. Mana Tīpuna: denotes the element of respect for the way we carry forward the legacy of our Tīpuna. This interacts with Mana Tāngata as an inherited value.
 - c. Mana Whenua: (including Mana Moana) denotes rangatiratanga, dignity and authority.
 - d. Whakapapa: the overall value that defines who we are and our links back to the Atua.
 - e. Taonga: the value defining what we treasure – what is precious to us.
 - f. Rawa: the value that defines all ranges of resources. They include natural, physical, financial, cultural and human resources.

9: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

- g. Tikanga: depicted here as the element of principles and the ethics that are in accord with the way we apply the legacy of our Tīpuna.
- h. Kaupapa: seen as the element that drives strategy; it defines intent and purpose; it incites passion and commitment. It is a value-based assertion of what we are and what we seek to achieve.
- i. Rautaki: is strategy – the element of planning that is the sharp end of the Kōkiri in terms of the forward thrust to the fulfilment of our purpose.

2.2 These values are enshrined within kaitiakitanga. Kaitiakitanga requires engagement in governance, management and operations and includes the:

- a. right to maintain and control our environment according to our own established practices;
- b. right to interact with our environment in a manner consistent with our tino rangatiratanga;
- c. legitimate opportunity to practise, exercise and extend our environmental traditions, cultural values and beliefs; and
- d. support for the purity, potency and integrity of our natural environment.

3. NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA VISION

3.1 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua seek a healthy and vibrant place where Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua are active participants within the sustainable management of natural resources, regional development and prosperity. This includes:

- a. Rangatiratanga: Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua leads regional and community development from its environments;
- b. Kaiwhiriwhiri: Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua are Nga Kaiwhiriwhiri who lead and participate in community development;
- c. Kaitiakitanga: Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua reasserts their roles as kaitiaki in its waterways and coastal marine area; and
- d. Manaaki for the Environment: Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua understands the strengths of the whenua and highlights them to ensure the whenua can strengthen itself.

4. THE MINISTRY FOR THE ENVIRONMENTS VALUES

4.1 The Ministry for the Environment's mission is environmental stewardship for a prosperous New Zealand, a place where:

- a. The use of the environment and its natural resource is optimised for the betterment of society and the economy;

9: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

- b. People are enabled to make and implement decisions that benefit society and the environment;
- c. Risks to people and the environment are known, understood and well managed; and
- d. The capacity for the environment to sustain itself is safeguarded.

5. ASPIRATIONS FOR WORKING TOGETHER

- 5.1 The Ministry and the Trust are working together to achieve a healthy and prosperous Wairarapa and Tamaki nui-ā-Rua.
- 5.2 We seek a relationship that is based on mutual trust and respect, founded on the principles of the Treaty of Waitangi, and involves appropriate levels of engagement.

“E mātahi ana, e mataara”

Work together and be diligent.

(Ngāti Moe)

6. RELATIONSHIP PRINCIPLES

- 6.1 In implementing the Relationship Agreement, the Ministry and the Trust agree to work together in the following way:
 - a. Work consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
 - b. Operate a 'no surprises' approach;
 - c. Work in a spirit of co-operation;
 - d. Acknowledge that the relationship is evolving, not prescribed;
 - e. Respect the independence of the parties and their individual mandates, roles and responsibilities; and
 - f. Recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise.

7. SCOPE

- 7.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Ministry that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Area of Interest as defined in the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Deed of Settlement (Attachment A).
- 7.2 The Relationship Agreement does not extend to the Ministry's role in appointing officials and statutory officers, and their roles and responsibilities.
- 7.3 The commitments of the Ministry under this Relationship Agreement are limited to the extent that they are within the capability, resources and mandated work programme of the Ministry and the priorities of the government of the day.

9: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

8. COMMUNICATION

- 8.1 The Ministry and the Trust will seek to establish and maintain effective and efficient communication on a continuing basis through:
- a. developing a joint work programme each year;
 - b. relationship meetings held in accordance with clause 10;
 - c. the Ministry maintaining information on the Trusts office holders, their addresses and contact details;
 - d. the Ministry providing a primary contact for the Trust who will act as a liaison person with other Ministry staff;
 - e. providing reasonable opportunities for the Trust to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
 - f. informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.

9. CAPABILITY BUILDING AND TRAINING

- 9.1 The Ministry will provide Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua with opportunities for building their capability with Environmental management matters these may include:
- a. Introductory and refresher training on the Resource Management Act;
 - b. Briefings on the amendments to the Resource Management Act;
 - c. Options for the “Making Good Decisions’ programme; and
 - d. New developments including but not limited to policy and legislation.
- 9.2 The Ministry and the Trust encourage a shared understanding of each other’s kaupapa, values and perspectives so that:
- a. Ministry staff understand :
 - I. The values of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua;
 - II. The Trust’s Iwi Planning Documents.
 - b. The Trust can understand the Ministry’s values.

10. RELATIONSHIP MEETINGS

- 10.1 The parties agree that senior representatives of the Trust and the Ministry will participate in an annual relationship meeting as well as more informal meetings according to the agreed work programme.
- 10.2 Before each meeting under clause 9.1, representatives of the Trust and the Ministry will agree administrative arrangements for the meeting.

9: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

- 10.3 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting. Standard agenda items will include:
- a. any legislative or policy developments of interest to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, including but not limited to:
 - I. Resource Management Act 1991 (“RMA”);
 - II. Land, air and freshwater management;
 - III. Marine and coastal management;
 - IV. Biodiversity;
 - V. Waste management; and
 - VI. Any other matters of mutual interest.
 - b. Opportunities to engage with other agencies and / or entities in relation to matters of mutual interest;
 - c. Current and future joint working projects; and
 - d. The annual joint work programme.
- 10.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 10.5 The first relationship meeting will take place within 3 months of a written request by the Trust.
- 10.6 Other meetings may be held from time to time between Ministry staff and the Trust as agreed.

11. JOINT WORKING PROJECTS

- 11.1 For Ngati Kahungunu the three key areas for joint working projects are:
- a. restoration of Wairarapa Moana;
 - b. improvement of water quality in the Manawatu catchment; and
 - c. the coastal marine area.
- 11.2 The Ministry will work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop projects which enable Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to achieve each aspect of their vision for Te Taiao including:
- a. Rangatiratanga;
 - b. Kaiwhiriwhiri;
 - c. Kaitiakitanga; and
 - d. Manaaki for the Environment.

9: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

- 11.3 The projects will be agreed on and attached as an appendix to this agreement.
- 11.4 This is a working document, as each project progresses the Ministry and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will discuss and agree on new projects on the horizon.
- 11.5 The Ministry will provide support and advice for projects and upcoming contestable funding; they are unable to provide any direct financial support into any project.

12. IWI PLANNING DOCUMENTS

- 12.1 Should Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua wish to develop an iwi planning document or documents in relation to the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the Ministry for the Environment will support its development through providing advice, information and review upon request.
- 12.2 Support provided by the Ministry will be technical in nature, and does not include financial support.

13. OFFICIAL INFORMATION

- 13.1 The Ministry is subject to the requirements of the Official Information Act 1992 (OIA).
- 13.2 The Ministry and the Minister may be required in accordance with the OIA to disclose information that it holds relating to this Relationship Agreement (e.g. relationship meeting minutes).
- 13.3 The Minister will notify the Trust and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Trust wishes to make must be provided to the Ministry in a timely fashion, so that the Ministry is able to meet the statutory timeframes for responding to the relevant request for information.

14. AMENDMENT

- 14.1 The parties may agree in writing to vary or terminate the provisions of this Relationship Agreement.

DOCUMENTS

9: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

SIGNED for and on behalf of the Ministry for the Environment by the Secretary for Environment in the presence of:

WITNESS

Name:

Occupation:

Address:

SIGNED by the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust in the presence of:

[
Chairperson]

WITNESS

[
Deputy Chairperson]

Name:

Occupation:

Address:

[

9: RELATIONSHIP AGREEMENT WITH MINISTRY FOR THE ENVIRONMENT

ATTACHMENT A

NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA AREA OF INTEREST



**10 LETTER OF RELATIONSHIP WITH LAND INFORMATION
NEW ZEALAND**

10: LETTER OF RELATIONSHIP WITH LAND INFORMATION NEW ZEALAND

[Date]

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust
P.O. Box 756
Masterton 5840

E ngā Rangatira o Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, tēnā koutou

Letter of Relationship

The purpose of this Letter is to define how Land Information New Zealand (LINZ) and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua intend to develop an enduring relationship.

As LINZ implements its Business with Māori Strategy *He Whariki Maurua*, LINZ is learning more about the value and power of location information in a Māori context, and LINZ is looking to provide land information differently to enable better decision making around natural resources.

LINZ and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will collaborate on the following matters which have been identified by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua:

- Inaccuracy of land parcel information (e.g. there are a number of urupā where the data is inaccurate and needs to be realigned with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's data).
- Geospatial information and the opportunity to share information including information in relation to mapping of waterways and coastal regions.
- Training / upskilling iwi members on LINZ work / software.
- An enduring and collaborative relationship between LINZ and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

LINZ and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua acknowledge that this letter does not constitute a contract between the parties and will not be enforceable by law. However, the parties are committed to working together in good faith. Resourcing of activities under this letter will be within existing resource limits and align with LINZ's priorities and the Government priorities of the day. LINZ and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua commit to maintain effective communication with each other on any issues arising from this letter and its implementation. We will, as far as reasonably practicable provide opportunities for meetings of relevant management and staff, and communicate the existence of this relationship to staff, and if appropriate, other agencies and stakeholders of LINZ and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

The key contact person in terms of this relationship is Apanui Williams, Manager Business with Māori and he can be contacted on (04) 4956 207 or awilliams@linz.govt.nz

We look forward to working with you.

Nāku noa, nā

Kathy Mansell
Deputy Chief Executive Strategy and Stewardship

**11 LETTER OF COMMITMENT WITH DEPARTMENT OF INTERNAL
AFFAIRS AND THE MUSEUM OF NEW ZEALAND TE PAPA TONGAREWA**

DOCUMENTS

11: LETTER OF COMMITMENT WITH DEPARTMENT OF INTERNAL AFFAIRS AND THE MUSEUM OF NEW ZEALAND TE PAPA TONGAREWA

[Date]
**Letter of Commitment Relating to the Care and Management, Use,
Development and Revitalisation of, and Access to, Ngāti Kahungunu ki Wairarapa
Tāmaki nui-a-Rua Taonga**

The Parties

1. The parties to this Letter of Commitment (Letter) are:
 - Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua as represented by the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust (“Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua”);
 - The Department of Internal Affairs Te Tari Taiwhenua (“the Department”); and
 - The Museum of New Zealand Te Papa Tongarewa (“Te Papa”).

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

Multi-Agency Collaboration

2. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua seek opportunities for collaboration with the culture and heritage sector in relation to their cultural interests. The Department of Internal Affairs Te Tari Taiwhenua and the Museum of New Zealand Te Papa Tongarewa agree to meet with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the Ministry of Culture and Heritage and Heritage New Zealand to identify and discuss potential opportunities for collaboration.

Context

3. On **XXXXXXX** 20XX Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown (the parties) signed a Deed of Settlement (“the Deed of Settlement”), settling the historical claims of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.
4. As part of the Treaty settlement, and as recorded in Section **XX** of the Deed, the Crown acknowledges and supports the desire of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to provide for the enhanced well-being, revitalisation and protection of its members.
5. This Letter is intended to give greater definition to how the parties intend to collaborate on matters related to the care and management, use, development and revitalisation of, and access to, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.

Purpose

6. The parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga; whether held by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua whānau and hapū or the Crown parties.
7. The parties recognise the following, which will guide them in giving effect to the purpose of this Letter and will be discussed as part of the development of the work plans:

**11: LETTER OF COMMITMENT WITH DEPARTMENT OF INTERNAL AFFAIRS AND THE MUSEUM OF
NEW ZEALAND TE PAPA TONGAREWA**

- 7.1 the significance of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga to the maintenance and development of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua culture and to enriching the cultural life of New Zealand;
- 7.2 that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga is held and looked after by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua whānau and hapū, and also by the Crown parties to this Letter;
- 7.3 Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua cultural and spiritual authority in relation to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga;
- 7.4 that active and meaningful engagement by the Crown parties with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua in the care and management, use, development and revitalisation of, and access to, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga is required as agreed in the work plans; and
- 7.5 the need for an enduring and collaborative relationship to be developed between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown parties.

Relationship Principles

8. The parties acknowledge the following relationship principles that will guide the implementation of this Letter:
 - Working consistently with Te Tiriti o Waitangi/the Treaty of Waitangi and its principles;
 - Working in a spirit of co-operation;
 - Operating a “no surprises” approach;
 - Acknowledging that the relationship is evolving, not prescribed;
 - Respecting the independence of the parties and their individual mana, mandates, roles and responsibilities; and
 - Recognising and acknowledging that the parties benefit from working together by sharing their respective visions, knowledge and expertise.

Effect

9. The parties acknowledge that this Letter is not intended to constitute a contract between the Parties or to be enforceable at law. However, the Parties are committed to working together in good faith in accordance with this Letter.
10. Resourcing of activities under this Letter will be within existing resource limits and align with the Government priorities of the day.
11. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua acknowledges that all agreements and commitments contained in this Letter are subject to legislative rights and obligations under which the respective Crown parties operate and the terms upon which specific taonga are held by the Crown parties.

Development of Work Plans

12. Within 12 months of the signing of this document each of the Crown parties will confirm joint work plans with the PGSE in relation to matters consistent with the purpose of this Letter. The work plans may:

**11: LETTER OF COMMITMENT WITH DEPARTMENT OF INTERNAL AFFAIRS AND THE MUSEUM OF
NEW ZEALAND TE PAPA TONGAREWA**

- 12.1 Provide the detail of the commitments agreed by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and each respective Crown party;
 - 12.2 Set out a timetable and milestones for delivering on any agreed commitments;
 - 12.3 Provide for progress monitoring between the parties twice a year;
 - 12.4 Confirm the responsibilities for the various parties in meeting the agreed commitments;
 - 12.5 Identify a process for resolving any issues or disputes;
 - 12.6 Identify key contact persons for the parties;
 - 12.7 Provide for mutually agreed outcomes; and
 - 12.8 Provide for the work plans to be reviewed at the annual meeting.
13. Final topics for the work plans will be mutually agreed by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the parties.

Work plan topics

Work Plan Topics Shared by all Parties

14. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
- 14.1 Collaborative Care and Management of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga held by Crown parties
- (a) To provide access, advice and guidance on taonga and cultural heritage issues.
 - (b) To work collaboratively with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, as far as reasonably practicable, to develop and maintain inventories for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
 - (c) To work collaboratively with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to research Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
 - (d) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop metadata for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
 - (e) To work collaboratively with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua on taonga care, management, and storage.
 - (f) To develop mutually beneficial research projects that enhance the understanding of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua culture.
- 14.2 Sharing knowledge and expertise associated with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua cultural heritage
- (a) To share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues.
 - (b) To share information on database use and research methodologies specific to, or that can be applied towards, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.

11: LETTER OF COMMITMENT WITH DEPARTMENT OF INTERNAL AFFAIRS AND THE MUSEUM OF NEW ZEALAND TE PAPA TONGAREWA

- (c) To work together on exhibition planning processes and related activities specific to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
 - (d) To seek advice from Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua regarding specific policy and tikanga guidance as it relates to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
- 14.3 Opportunities for increased learning and capacity building relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga held by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua through:
- (a) Conservation and training in taonga preservation.
 - (b) Collection management systems.
 - (c) Digitisation initiatives.
 - (d) Training and development, with possible internships.

Work Plan Topics Specific to Crown Parties

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

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

16. Collaborative Care and Management of Taonga
- (a) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop processes to record what material relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga is being accessed from the collections.
 - (b) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop protocols concerning use of and access to material relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
 - (c) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to facilitate the access of members of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to material relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
 - (d) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop exhibition opportunities relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
 - (e) To provide Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua the opportunity to share their matauranga regarding key activities and events at National Library.
- 16.2 Sharing knowledge and expertise associated with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
- (a) To share knowledge and expertise on Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga held in New Zealand and overseas.
 - (b) To broker relationships with New Zealand and international libraries and heritage organisations.
 - (c) To share National Library knowledge and expertise related to literacy and learning.

**11: LETTER OF COMMITMENT WITH DEPARTMENT OF INTERNAL AFFAIRS AND THE MUSEUM OF
NEW ZEALAND TE PAPA TONGAREWA**

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

16.3 Collaborative Care and Management of Taonga

- (a) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop processes to record what material relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga is being accessed from the collections.
- (b) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to facilitate the access of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to material relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
- (c) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop protocols concerning use of and access to materials relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga.
- (d) To consult with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and provide Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga that is superfluous to the needs of Archives New Zealand.
- (e) To develop a process to provide information to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua on the type of research being conducted when Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga is being accessed.

16.4 Monitoring delivery of service

- (a) To develop processes to monitor the effectiveness of the relationship with and services to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua in achieving outcomes mutually agreed in the work plans.

16.5 Analysis and reporting

- (a) To prepare and prioritise a list of key questions to ask regularly in written reports to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

16.6 Advice for public offices and local authorities on access to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga

- (a) To consult with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, and advise public offices and local authorities on best practice in making access decisions for access to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga held as public archives and local authority archives.

Work Plan Topics Particular to Te Papa

- 17. To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua consistent with the principle of Mana Taonga which:
 - (a) recognises the whakapapa relationships that exist between taonga and their descendant kin communities (iwi, hapu, whanau);
 - (b) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae – Rongomaraeroa;

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- (c) shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga;
- (d) provides Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua the opportunity to share their matauranga regarding key activities, processes, and events at Te Papa;
- (e) recognises the PGSE as an iwi authority for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua in relation to taonga issues, notwithstanding taonga management agreements that may already be in place; and
- (f) Engages Works with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and provides Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua with the opportunity to acquire, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga that may be deaccessioned by Te Papa.

17.2 Collaborative Care and Management of Taonga:

- (a) To maintain an inventory of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga held at Te Papa.
- (b) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop processes to record what material relating to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga is being accessed from the collections.
- (c) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop protocols concerning the use of and access of others to material relating Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga, for example advising Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua of any access restrictions to taonga required by donors and discussing when access to an/or use of taonga could be restricted.
- (d) To develop a process to provide information to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua on the type of research being conducted when Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga is being accessed.
- (e) To work with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to develop exhibition opportunities.
- (f) To provide opportunities to promote Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua artists at Te Papa.

17.3 Education and training initiatives

- (a) To work with the iwi parties regarding education initiatives, including on how their stories may be included in existing resources and the development of new resources; and
- (b) To work with the iwi parties to develop training opportunities for members of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

17.4 Sharing knowledge and expertise associated with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua cultural heritage kaupapa including:

- (a) Legislation (e.g. the Protected Objects Act) museum policies and practices.
- (b) Visitor market research methodology and data.
- (c) Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga held in New Zealand and overseas.

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- (d) To actively facilitate Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua relationships with New Zealand and international museums, galleries and heritage organisations.
- (e) To actively facilitate opportunities for access and reconnection of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga through the relationships stated in 16.3d).

Te Papa: Future Aspirations

18. In the future Te Papa Tongarewa and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will work together on:
- (a) The New Zealand Museum Standards Scheme.
 - (b) Advice on Cultural Centre development.
 - (c) Commercial initiatives.
 - (d) Exhibition initiatives.

Ongoing Relationships

19. The parties agree to meet annually (hui of the parties), for the purpose of reviewing and regulating this Letter, at a date to be mutually agreed.
20. The inaugural hui of the parties will be held within 12 months of the signing of the document.
21. The parties will jointly take responsibility for confirming the annual hui and hui agenda.
22. Each party will meet its own cost of attending the annual hui.

Communication

23. The parties commit to:
- 23.1 Maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;
 - 23.2 As far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
 - 23.3 As far as reasonably practicable, train relevant employees of the parties to ensure that they are made aware of this Letter and the practical tasks which flow from it;
 - 23.4 As far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and
 - 23.5 Include a copy of the Letter on the Crown parties' websites.

Changes to Policy and Legislation Affecting this Letter

24. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the PGSE on legislative and policy development or review which potentially affects Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua taonga and provide for opportunities for the PGSE to contribute to such developments.

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25. If any of the Crown parties consults with the public or with Maori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown Party shall:
- 25.1 Notify the PGSE of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
 - 25.2 Make available to Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua the information provided to Maori as part of the consultation process referred to in this paragraph;
 - 25.3 Use best endeavours to meet when requested by either party to discuss options to resolve concerns and
 - 25.4 Advise Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua of the final outcome of any such consultation.

Dispute Resolution

26. In the event that the parties cannot agree on the implementation of this Letter, or agree revised terms following a five yearly review of the Letter, then a meeting will be convened between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Chief Executive or relevant Minister for the Crown party (or, in the case of Te Papa, the Chairperson of the Board) with any party giving at least one month's notice of request for a meeting.

Review Provision

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

Definitions

- “Letter”** means Letter of Commitment
- “Crown parties”** The Crown agencies responsible for the National Library and Archives New Zealand, and Te Papa are for the purposes of this Letter of Commitment referred to as the “Crown parties”. A summary of the role and functions of each of the parties is provided in Annex A.
- “National Library”** includes the Alexander Turnbull Library.
- “Taonga”** 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.
- “Inventories”** means list of information
- “Deaccessioned”** the permanent removal of an item from the collections of Te Papa

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Chairperson
Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust

Date:

Colin MacDonald
Chief Executive
Department of Internal Affairs
Te Tari Taiwhenua

Date:

Dr Arapata Hakiwai
Kaihautū
Museum of New Zealand
Te Papa Tongarewa

Date:

Rick Ellis
Chief Executive
Museum of New Zealand
Te Papa Tongarewa

Date:

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**Annex A: Summary of the Role and Functions of each of the Parties to this Letter of
Commitment**

NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA

1. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua voyaging ancestors arrived in Aotearoa from their homelands in eastern Polynesia, known as Hawaiki on the Tākitimu waka. Kahungunu's father Tamatea-mai-Tawhiti and his grandfather Rongokako both travelled extensively within Aotearoa. Kahungunu married Rongomaiwahine, a descendant of Popoto of the Kurahaupo waka and it is from this union that the Ngāti Kahungunu iwi was formed. As they moved down the east coast the descendants of Kahungunu and Rongomaiwahine fought, formed strategic alliances and intermarried with the iwi groups they came across. Following their migration south into Wairarapa and Tāmaki nui-a-Rua the hapū of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua established themselves as tangata whenua and maintained ahi kā in the region.
2. The Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua rohe has been called Te Rohe o Rongokako referring to the accomplishments of Rongokako when he graduated from the whare wānanga established in Wairarapa by Tupai, a tohunga from the Tākitimu waka. The area comprises a coastline of approximately 270 kilometres from Te Poroporo, near Cape Turnagain, in Tāmaki nui-a-Rua to Turakirae Head on the southern Wairarapa coast. The inland boundary commences near the headwaters of the Manawatū River in the Ruahine ranges and traverses the Ruahine, Tararua and Remutaka ranges to Turakirae Head. The ability to harvest abundant seafood and grow kūmara along the rocky coast was a great attraction. Together with large tracts of inland forests, particularly Te Tapere nui-a-Whataonga, and one of the biggest lakes in the North Island, the land and its resources sustained an active Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua population for hundreds of years.
3. Throughout the settlement negotiations Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have sought to give effect to the recommendation made by the Waitangi Tribunal that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown work towards arrangements that:
 - a. recognise the relationship of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua with their taonga;
 - b. acknowledge that the Crown's conduct in former times breached the principles of the Treaty;
 - c. articulate the principles for how protecting and looking after taonga should proceed in the twenty-first century;
 - d. reflect the importance of the taonga as the physical evidence of how Māori lives were lived in the Wairarapa over the centuries;
 - e. put in place a plan for the taonga and their future.
4. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua see this Letter of Commitment as part of these arrangements.
5. The Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust is the post-settlement governance entity for Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua. The Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Settlement Trust is responsible for administering the historical settlement on behalf of the present and future members of Ngāti Kahungunu ki Wairarapa

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Tāmaki nui-a-Rua and, through its subsidiaries, the commercial and social development of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

6. The Deed of Settlement between Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and the Crown was signed on [xxxxx] and it is expected that the Settlement Legislation will be enacted some time in [xxxx]. The Trust Deed and the Deed of Settlement are available from Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua offices or online at <http://www.kkwtnr.org.nz>.

Department of Internal Affairs (Te Tari Taiwhenua)

7. The 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.
8. The Department serves and connects people, communities and government to build a safe, prosperous and respected nation. The Department is responsible to several Ministers administering one Vote across multiple portfolios. Our portfolios currently include Internal Affairs, Ministerial Services, Ethnic Communities, Racing, Local Government, the Community and Voluntary sector, National Library, Archives New Zealand and the Government Chief Information Office.
9. The Minister of Internal Affairs oversees the Government’s ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
10. The Department:
 - (a) provides direct services to people, communities and government;
 - (b) provides policy advice to government;
 - (c) regulates peoples activity, encourages compliance and enforces the law
 - (d) monitors performance; and
 - (e) currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
11. The Chief Executive of the Department is responsible and accountable for the implementation of the commitments set out in, this Letter. The Chief Executive will also have an important role in managing the overall relationship with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

National Library of New Zealand (Te Puna Matauranga o Aotearoa)

12. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Matauranga 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:

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

Archives New Zealand (Te Rua Mahara o te Kawanatanga)

14. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
15. The Chief Archivist has a leadership role in advising on and monitoring the information management practices of public sector agencies. This includes developing standards for information creation and maintenance, and providing advice and training for those implementing these standards. In due course public records of long-term value become public archives under the control of the Chief Archivist. Among the public archives there are records that are considered taonga of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
16. The Chief Archivist has a responsibility to provide leadership and support for archival activities across New Zealand including the safekeeping of private, iwi, hapū, and community records. Archives New Zealand endeavours to improve access by Māori and other communities to records of significance to them. Maintaining a presence and working with iwi, hapū and the wider community, ensures the Chief Archivist is able to consult effectively with Māori on recordkeeping and archive issues.
17. 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.
18. The majority of the public archives are held in Archives New Zealand's repositories in Auckland, Wellington, Christchurch and Dunedin. Some public Archives are held by approved repositories.

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19. Access to the public archive is promoted through a variety of technological formats and by way of customer assistance and support in each of Archives New Zealand's four reading rooms across the country, a remote enquiries service, and an increasing online digital presence.

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

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

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

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

Core Values

4. Te Papa is guided by the following core values:
 - a. Kaitiakitanga as guardian of the nation's collections;
 - b. Manaakitanga in caring for our communities;
 - c. Maturanga through seeking and sharing knowledge and learning;
 - d. Whanaungatanga in caring for each other; and
 - e. Hiranga in aspiring to excellence.
5. Te Papa's vision for the future is e huri ngākau ana - changing hearts, e huri whakaaro ana - changing minds, and e huri oranga ana - changing lives. The Museum's role is to act as a forum for change in Aotearoa New Zealand. It is to help people form ideas about the world, through experiencing and sharing different perspectives, so that they can take action from an informed position.
6. At the heart of Te Papa's vision and long-term strategy are the philosophies of, Mana Taonga, Museology and Learning.

Mana Taonga

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

Museology

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

Learning

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

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

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

Strategic priorities

Te Papa is in the process of developing new strategic priorities that will align with Te Papa's vision and the principles outlined above.

12 LETTER OF RECOGNITION

[Date]

[Name]

Chair

Ngāti Kahungunu ki Wairarapa Tāmaki nui-ā-Rua Settlement Trust

PO Box 756

MASTERTON 5840

Tēnā koe [Name of Chair]

NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA LETTER OF RECOGNITION

Please accept my congratulations on the passing of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua

Claims Settlement Act 20xx. In accordance with the requirements of this legislation, and the Deed of Settlement concluded between the Crown and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, the Ministry for Primary Industries (**the Ministry**) now extends to you this Letter of Recognition.

First, this letter sets out how the Ministry and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will work constructively together, in partnership, to fully implement the Crown's customary fisheries obligations. These obligations arise from the Treaty of Waitangi (Fisheries Claims) Settlement Act 1992, the Fisheries Act 1996 (the Fisheries Act) and the Deed of Settlement signed between the Crown and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua on [date].

Second, this letter sets out how the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua will be consulted on policy development and work that is led by the Ministry where these activities directly affect Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's area of interest.

Tangata whenua input and participation

The Fisheries Act provides for the input and participation of tangata whenua in certain sustainability matters and decisions that concern fish stocks, and the effects of fishing on the aquatic environment. The Fisheries Act also provides that the responsible Minister, the Minister for Primary Industries, must have particular regard to kaitiakitanga when making decisions on those matters.

Recognition of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua as tangata whenua

The Ministry recognises Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua as tangata whenua, being iwi or hapū, within your area of interest. The Ministry acknowledges that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua has an interest in the sustainable utilisation of all species of fish, aquatic life, and seaweed, administered under the Fisheries Act, within your area of interest.

The Ministry also acknowledges that Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have a customary non-commercial interest in all species of fish, aquatic life and seaweed, administered under the Fisheries Act, within your area of interest.

12: LETTER OF RECOGNITION

Appointment as an advisory committee to the Minister for Primary Industries

The Minister will appoint the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995. Appointing the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust will require the Minister to consider written advice from the committee when making decisions relating to changes in the management regime for areas of special significance identified by tangata whenua. The areas of special significance will need to be identified by Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and agreed to by the Ministry of Primary Industries prior to the appointment of Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust as an advisory committee.

National Fisheries Plans

The management of New Zealand's fisheries is guided by National Fisheries Plans that describe the objectives the Ministry will work towards to manage fisheries. To provide for effective input and participation of tangata whenua into fisheries management decisions, the Ministry has developed the Forum Fisheries Plans (FFP) strategy.

A central element of this strategy is the establishment of integrated Fisheries Management Area forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua involvement in Iwi Fisheries Plans and National Fisheries Plans

The Ministry will ensure that the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua Governance Entity – the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust has an opportunity to contribute to the development of an Iwi Fisheries Plan and FFP. The Ministry, within the resources available, may assist the Trust in developing these plans. This will ensure that the Trust's fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry will ensure that the Trust has an opportunity to participate in, and contribute to, any future engagement process which may be developed at a regional level or national level. The Ministry will provide for processes that allow for the input and participation of tangata whenua, within the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua area of interest.

Support for implementation of non-commercial customary fisheries regulations

The Ministry, within the resources available, will also provide the Trust with information to enable the implementation of the Fisheries (Kaimoana Customary Fishing) Regulations 1998 within your area of interest. The Ministry can discuss with the Trust the process for implementing the Fisheries (Kaimoana Customary Fishing) Regulations.

Rāhui

The Ministry recognises that rāhui is a traditional use and management practice of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua and may be put in place, within your area of interest, by the Trust.

The Ministry and Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua acknowledge that a traditional rāhui placed by the Trust over your customary fisheries has no force in law, cannot be enforced by the Ministry and that adherence to any rāhui is a matter of voluntary choice. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua undertakes to inform the Ministry of the placing and the lifting of a rāhui by the Trust over your customary fisheries, and also the reasons for the rāhui.

12: LETTER OF RECOGNITION

The Ministry undertakes, within its resource capabilities, to inform a representative of any fishery stakeholder group that fishes 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 the Trust over their customary fisheries.

Primary industries portfolio advice

Protecting and helping the primary sectors grow is a key role for the Ministry. Where Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's area of interest is directly affected by the development of policies and operational processes that are led by the Ministry in the area of fisheries and aquaculture; agriculture and forestry; and biosecurity, the Ministry will consult with the Trust as representatives of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

The Ministry looks forward to working with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua to provide for the sustainable utilisation of fisheries resources and working with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua on the development of policy and operational matters that the Ministry leads that may directly impact upon them in their rohe.

Nāku noa, nā

Martyn Dunne CNZM
Director-General

13 LETTER OF INTRODUCTION

[xx xx 2018]

Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust
P.O. Box 756
Masterton 5840

By email:

Tēnā koe

NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-A-RUA: HISTORICAL TREATY OF WAITANGI SETTLEMENT

On [date] 2018 the Crown signed a Deed of Settlement [the Deed] with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua for the settlement of all their historical Treaty of Waitangi claims.

I am writing to encourage you to meet with the Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust (Settlement Trust), the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua post-settlement governance entity (PSGE), to discuss matters of common interest on which Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua have expressed a desire to engage with you.

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua

Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua form a group of interconnected hapū with strong whakapapa association to Ngāti Kahungunu iwi. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua hapū occupy the most southern regions of Ngāti Kahungunu and comprise two of the six regions that make up the Ngāti Kahungunu iwi – Ngāti Kahungunu ki Tāmaki nui-a-Rua and Ngāti Kahungunu ki Wairarapa. The geographical extent of the Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua rohe is one million hectares. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua is made up of hapū karanga (grouping of related hapū). A map of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's area of interest is attached as Appendix 1.

Settlement of historical claims

The Deed is conditional on the passing of settlement legislation. This legislation will give effect to the settlement.

The settlement comprises both cultural and commercial redress. This is set out in detail in the Deed. The Deed is posted on the Office of Treaty Settlements' website and can be accessed at www.ots.govt.nz

Post-settlement governance

The Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua claimant community has ratified the Settlement Trust as its PSGE. The Crown has approved the PSGE as a representative, accountable and transparent entity to receive and manage settlement redress on behalf of the

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members of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a Rua. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua are an important stakeholder in the Wairarapa and Tāmaki nui-a-Rua regions and their PSGE will take a prominent role in providing for the social, cultural and economic well-being of their members.

Relationships

One of Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua's key aspirations they aim to achieve through their Treaty settlement is the restoration of their people to their former selves. To this end, during the course of the negotiations with the Crown, Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua sought the opportunity to develop on-going relationships with a number of relevant organisations including [name agency]. Ngāti Kahungunu ki Wairarapa Tāmaki nui-a Rua wish to work with [name agency] to develop and maintain an effective and durable relationship.

[Insert information about what is sought].

While there is no obligation to enter into any formal relationship agreement with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua, a memorandum of understanding is often a good way to set out agreed frameworks for future relationships. You may wish to consider entering into such an agreement with Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua.

I encourage you to take this opportunity to contact Ngāti Kahungunu ki Wairarapa Tāmaki nui-a-Rua through the trustees of the Settlement Trust. It is my hope that you will develop an effective and durable working relationship that enables both parties to realise outcomes of mutual benefit. You can contact the trustees at:

The Trustees
Ngāti Kahungunu ki Wairarapa Tamaki nui-ā-Rua Settlement Trust
PO Box 756
Masterton 5840

Nāku noa, nā

Lil Anderson
Director, Office of Treaty Settlements

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Appendix 1

