

Partnership Agreement dated the 6th day of December 2012

PARTIES

1. THE DIRECTOR-GENERAL OF CONSERVATION
2. THE TRUSTEES OF THE MARAEROA A AND B TRUST

BACKGROUND

- A. The Director- General is the Chief Executive of the Department of Conservation which is responsible for managing the public conservation land and other resources as set out in the Conservation Act 1987. The purpose of the Conservation Act 1987 is to enable the Department "to manage for conservation purposes, all land, and all other natural and historic resources" under that Act and to administer the statutes in the First Schedule to that Act (together, the "**Conservation Legislation**").
- B. The Conservation Legislation must be interpreted and administered so as to give effect to the principles of the Treaty of Waitangi, to the extent that those principles are consistent with the Conservation Legislation.
- C. The Te Maru o Rereahu Trust on behalf of the descendants of the original owners in the Maraeroa A and B blocks have negotiated a settlement of their grievances with the Crown in respect of those blocks. As part of the settlement redress the Department of Conservation has agreed to enter into a Partnership Agreement in respect of conservation in the Maraeroa A and B blocks with the Maraeroa A and B Trust.
- D. The agreement sets out the understandings and respective obligations in relation to a partnership between the Parties.

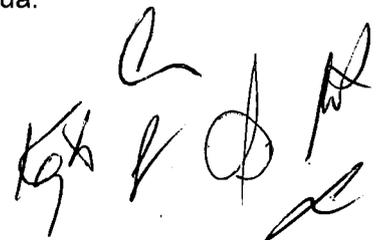
INTRODUCTION

TE ROHE O MARAEROA

I whanau mai te tangata
me tona ake mana
Na te lo i homai.

Ko Mataarangi
Ko Mataanuku

Na, ka puta ko tooku whakapapa i here au ki te whenua.



Ko Tainui te waka
Ko Pureora te maunga
Ko Rereahu te tupuna
Ko Maraeroa te pataka

Te rohe tuturu o Maraeroa

Ka timata i Taporaroa ka huri tapatiu Nga Turi a Hinetu he rakau ahare he Tawhero. Ka huri atu ki te Tonga, haere pera tonu ki te tihi ki Puke-makoiti rere tika tonu te rarangi ki Kete-Maringi ki Hurakia ki Hauhungaroa. Kei waenganui ko Te Pakihi-nga -whaka-ara-hanga .

Haere karapu nga rarangi hiwi o Hauhungaroa Ki Tuhingamata. Ka haere pera tonu ka tae atu ki Ta-hora-ka-rewarewa, rere haere ki te raki. Ko Pure-ora Maunga ka heke ki raro ki Nga-herenga hoki tonu atu ki te timatanga ki Taporaroa.

Kei te tapatiu o Taupo-nui-a-Tia i roto ano i Te Rohe Potae, a Maraeroa. E ai ki nga korero a Te Paihua Matekau (Cambridge MLC1891).

I timata mai te whakahoahoa o Rereahu whaanui ki Maraeroa whenua, mai te wa ia Kahu, i te matenga o toona taane a Uetapu. Ka puta te whakaaro i a ia kia ahu mai ki uta, mai te taha moana o Kawhia. Mahaa nga tohu whenua i roto ia Maraeroa na Kahu i whakaingoa, hei aha, hei maumaharatanga mo toona whikoitanga. Anei ra he tauira pea ma tatou, inaiane e mohio pai ana tatou, ko Pureora Maunga engari i era wa ko te ingoa taketake ko te Pureora-o-Kahu e pangia a Kahu i te mauui, heoi ano ka tae atu irunga i te tihi Maunga nei, ka purea mai te hau, ka mutu ka puta te oranga irunga i a ia.

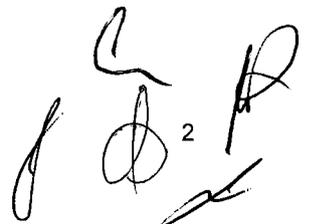
Kahu
Raka
Kakati
Tawhao
Turongo
Raukawa

I Maraeroa ano te kainga a Ngaherenga na te Rangatira nei a Rereahu i hanga. Ka tae i te wa i noho whakatau a Aotearoa i te Pakeha, e maha tonu ana nga whakatupuranga o Rereahu i noho noa atu i Maraeroa. He iwi tukaha, iwi maiia, kaha te whai oranga kite whai rawa ano hoki mo ta ratou amua. Te ahua o Maraeroa i era wa, i puta katoa nga whanaunga tata, nga hononga whakapapa, haere mai ratou ki te hauhake nga hua kai o Maraeroa, whenei te ika, nga tumomo manu, me nga hua rakau hoki.

Na tenei, ka puta te tikanga o te ingoa nei Marae (waahi manaaki) roa (mutunga kore).

(Te Manawa-nui-o-rangi Pehikino 1899 – 1978).

Kia Ngati Rereahu he kono kai a Maraeroa, ehara mo ratou anahe, engari mo nga iwi katoa, e noho tata, tae i nga waahi tata o te rohe, he waahi rongonui, mo nga rakau ahare manu, maha rawa atu nga puna wai, me nga awa iti, ki ki rawa ite Tuna. i era wa tonu i hora katoa a Maraeroa i te kai otaota penei i te Pikopiko, te Komata, Toi ano hoki. I kona ano nga kura rakau, Rimu, Matai, Kahikatea, Totara he kai mo nga mira, Ka noho a Rereahu hei kaitiaki mo nga rawa.



E tini rawa nga waahi tapu o Ngati Rereahu, ki runga i Maraeroa, me nga tuunga onamata, tae atu i nga paenga mo te taha tikanga whenei te Pa o Pukeroa, tapiri atu ki o ratou Urupa a Whare-kai-kihikihi, Te Rangi-kauwhata, Motomotokia tae ai ki Tikiwhenua me tetehi atu.

Whakaruringia a Maraeroa i nga tau tahi mano waru rau iwa tekau, tata ki te wha tekau ma whitu mano eka te rahi, heoi ano, he korero kei te ki, e ahua he, nga mahi ruuri tuatahi.

Ko tetehi ano o nga whakaaro, hei te ono tekau -waru tekau mano eka te nuinga o Maraeroa tuturu. Tae atu ki nga tau tahi mano iwa rau ka ruri ano a Maraeroa e te karauna

Ka mutu ka wawahingia, te whenua, te mutunga iho ka puta nga wahi e toru na ko te Maraeroa A, B, & C.

As part of a Deed of Settlement between the Crown and the Descendants, it was agreed that the Trust on behalf of the Descendants and the Director-General of Conservation ("**Parties**") would enter into a binding and enduring partnership agreement in respect of conservation in the Maraeroa A and B blocks.

THE AGREEMENT

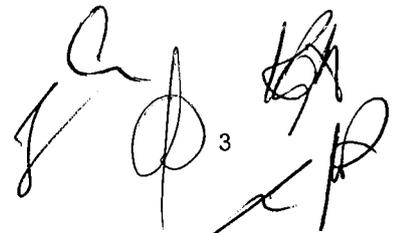
This agreement sets out the understandings of the Parties:

1. Acknowledgement and Purposes

- 1.1 The Department of Conservation acknowledges that tangata whenua inside the Maraeroa A and B blocks include the Descendants.
- 1.2 The purposes of this Partnership Agreement are to:
 - (a) reflect the commitment of the Crown (in particular the Director-General and the Department) and the Trust to enter into a Partnership Agreement in relation to the Conservation Area;
 - (b) set out how the Trust, the Director-General and the Department will establish and maintain a positive, co-operative and enduring partnership relationship consistent with section 4 of the Conservation Act 1987 regarding the management of conservation in the Conservation Area; and
 - (c) recognise that the Descendants have an interest in, and a special relationship with, the natural and historic resources, freshwater fisheries and associated habitats within the Conservation Area that are managed by the Department under the Conservation Legislation.

2. Scope

- 2.1 This Partnership Agreement applies across the Conservation Area, being the area identified in the map included in **Appendix 1**.

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3. Partnership principles

3.1 The Trust and the Director-General agree that the following principles ("**Partnership Principles**") will guide their relationship as partners, the implementation of this Partnership Agreement and the exercise of their respective roles and functions under this Partnership Agreement:

- (a) commitment to the highest level of good faith engagement as indicated in this Partnership Agreement and consistent with the principles of partnership and a spirit of co-operation;
- (b) early and timely engagement by the Department on issues that affect the interests of the Descendants and the matters set out in this Partnership Agreement;
- (c) operating a 'no surprises' approach;
- (d) respect for the individual functions, roles and responsibilities of the Parties within the Conservation Area;
- (e) ensuring the partnership relationship is consistent with the Treaty of Waitangi and its principles; and
- (f) commitment to establishing and maintaining a positive, co-operative and enduring partnership relationship.

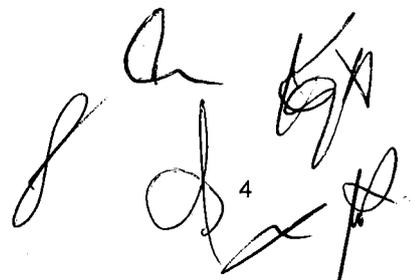
3.2 The Department considers that building strong relationships with the Trust and Descendants is fundamental to understanding their interests in the Conservation Area. To strengthen this relationship, the Department is committed to finding practical ways for involving the Trust in the decision-making processes within the Conservation Area in accordance with the applicable statutory framework.

4. Conservation Protocols

4.1 It is acknowledged that both Parties have joint aspirations for conservation in the Conservation Area.

4.2 The Parties' aspirations for this land include:

- (a) protecting and enhancing the integrity, mauri (life-force) and wairua (spirit) of the forests and their ecosystems in the Conservation Area including re-introduction of wildlife species that once resided in the block;
- (b) protecting historical and cultural values;
- (c) protecting rare and threatened plants;

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- (d) informing the public of the traditional associations of tangata whenua with the land;
- (e) enabling the public to enjoy recreational opportunities; and
- (f) encouraging tangata whenua and other tourism opportunities where appropriate.

Engagement

5. The Parties agree to engage in a spirit of true and enduring partnership in accordance with the partnership principles. This engagement will include, but will not be limited to:

Protection of Wahi tapu

- 5.1 The Department acknowledges places significant to the Descendants include:

- (a) the Wahi Tapu in **Appendix 2**;
- (b) the Conservation Area; and
- (c) the Waipa River and its tributaries;

- 5.2 Recording and protecting, as far as practicable, wahi tapu and other sites of traditional and historical importance to the Descendants. This will be done according to the Descendants' tikanga (including the practical exercise by the Descendants of kaitiakitanga over these sites) and professional standards for conservation of historic places. The cultural sites of importance to the Descendants are set out in **Appendix 2**. The Department accepts that the Descendants may not wish to disclose locations of wahi tapu to preserve the wahi tapu nature of those places;

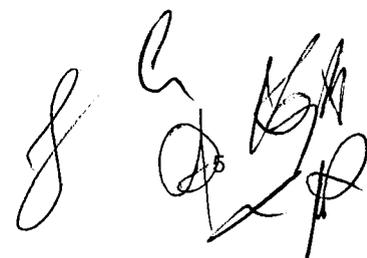
- 5.3 Informing the Trust if wheua tangata or koiwi are found in the Conservation Area;

Access to cultural materials

- 5.4 Facilitating access, within legislative requirements, for the Descendants to cultural materials within the Conservation Area, and consulting with the Trust when monitoring the use of cultural materials and when requests are received from persons or entities other than the Descendants for those cultural materials (including other iwi/hapu);

Management of assets and facilities in the Conservation Area

- 5.5 Discussions on the naming of roads, tracks and huts managed by the Department;
- 5.6 The provision of recreation opportunities in the Conservation Area, including walkways, cycleways, recreational hunting areas and other visitor facilities;
- 5.7 Management of roads within the Conservation Area including the easements granted by the Trust over land that it owns within the Conservation Area;



Management of natural values, including pest control

- 5.8 Management, research and naming of taonga species and their associated habitats, including birds and freshwater fisheries. Discussions will include potential inward and outward translocations of taonga species, including birds, to/from other parts of New Zealand;
- 5.9 Updating the Trust on national sites and species programmes operating in the Conservation Area and seeking the Trust's feedback on how it wishes to be involved;
- 5.10 Pest control (both pest plants and pest animals) including methods, timing, areas to be covered, and strategic outcomes sought from operations and monitoring. Within statutory and financial limitations, the Department will provide support for pest control and protection of reserve values within the Mount Pureora - Pikiariki conservation corridor;
- 5.11 Management of exotic plantations within the Conservation Area by either Party;
- 5.12 Monitoring the carbon footprint impact within the Conservation Area, to the extent practicable;
- 5.13 Discussing the potential for the Trust to be appointed to manage marginal strips under section 24H of the Conservation Act 1987;

Statutory Authorisations

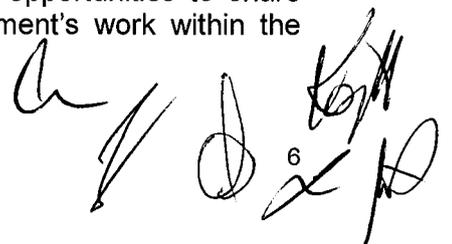
- 5.14 Statutory Authorisations that are sought in the Conservation Area, including concessions, and mining permits. The Parties will agree a process regarding how they will engage on these issues, which will include opportunities for concessions to be sought by the Trust;
- 5.15 Agreeing the categories of statutory authorisations that are likely to affect the Descendants' taonga. As the Department works within time limits to process concession applications, it will notify the Trust of the time frames for providing advice;

Visitor and public information

- 5.16 The inclusion of traditional / historical perspectives in new signage, plaques or interpretation in the Conservation Area;
- 5.17 Obtaining the consent of the Trust for disclosure of information received from the Trust relating to the Descendants' values;

Cross-organisational engagement

- 5.18 Opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the Conservation Area. This may include training needs for staff of either Party whose work affects land within the Conservation Area. Discussions will include opportunities to share knowledge about the Descendants' values and the Department's work within the Conservation Area;

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- 5.19 Working together to achieve beneficial employment opportunities or contracting opportunities for the Descendants within the Conservation Area;
- 5.20 Where appropriate, the Department considering the Trust as a provider of professional services; and
- 5.21 Identifying issues of mutual interest and/or concern ahead of each Party making submissions in Resource Management Act processes.

Partnership Model

6. To put into effect the above mentioned protocols the Parties also agree to implement a model for working together in partnership.
7. The partnership model will recognise and provide for:
 - 7.1 the role of the Trust as representing tangata whenua interests and their kaitiaki roles and responsibilities regarding the Conservation Area; and
 - 7.2 the statutory roles and obligations of the Department.
8. As part of the model the Parties agree to:
 - 8.1 communicate and consult regularly and meaningfully on the respective land each Party manages for conservation purposes within the Conservation Area;
 - 8.2 maintain a record of key contact persons within the Department and the Trust who will act as liaison points for other staff of the Department and Trust;
 - 8.3 At least one annual meeting involving the Waikato Conservator and the chairperson of the Trust;
 - 8.4 The Department and the Trust will meet to identify and seek to address issues affecting the Conservation Area at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of any statutory planning document within the Conservation Area including any relevant Conservation Management Strategy or Conservation Management Plan, as well as any recreational hunting management plan affecting the Conservation Area;
 - 8.5 Involvement of the Trust at an early stage in the Department's business planning process as it relates to the Conservation Area, which may lead to projects being agreed dependent on available funding. Where a specific project is agreed, the Department and the Trust will determine the nature of their collaboration on that project which may include finalising a work plan for that project; and
 - 8.6 The Department advising the Trust when nominations are being sought for appointments to the Waikato Conservation Board.



Consultation

9. Where the Department is required to consult under this Partnership Agreement, the basic principles that will be followed are:
 - 9.1 ensuring that the Trust is consulted as soon as reasonably practicable following the identification and determination by the Department of the proposal or issues to be the subject of the consultation;
 - 9.2 providing the Trust with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are subject of the consultation;
 - 9.3 ensuring that sufficient time is given for the effective participation of the Trust, including the preparation of submissions by the Trust, in relation to any of the matters that are the subject of the consultation; and
 - 9.4 ensuring that the Department will approach the consultation with an open mind and genuinely consider any views and/or concerns that the Trust may have in relation to any of the matters that are subject to the consultation.
10. Where the Department has consulted with the Trust, the Department will report back to the Trust on the decision made as a result of any such consultation.

11 Place-Based Action Plan

- 11.1 The Parties will develop and agree a place-based action plan regarding the future management of land and assets in the vicinity of Pureora Village. As part of this plan, the Parties agree to discuss future tourism opportunities, recreation opportunities, conservation issues, and the Department's anticipated use and maintenance of its administrative and residential buildings within the Pureora Village Area.

12 Review of Partnership Agreement

- 12.1 The Parties agree that a full review will take place each five years from the anniversary of entering into this Partnership Agreement to ensure the original spirit and intent of the Partnership Agreement remains consistent.
- 12.2 The Parties may only vary this Partnership Agreement by agreement in writing.
- 12.3 Where the Parties cannot reach agreement on any review or variation of the Partnership Agreement they will use the escalation processes contained in clause 13 of this Partnership Agreement.

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13 Dispute resolution procedures

- 13.1 If a dispute arises in connection with this Partnership Agreement, every effort will be made in good faith to resolve matters at a local level. This may require the Department's relevant Area Manager to meet with a representative of the Trust within a reasonable timeframe to endeavour to find a resolution to the matter.
- 13.2 If this process is not successful, the matter may be escalated to a meeting of the relevant Departmental Conservator and a nominated representative of the Trust who will meet within a reasonable timeframe.
- 13.3 If a negotiated outcome cannot be reached from this process, the Parties may agree for the issue to be escalated to a meeting between the Director-General (or nominee) and the Chairperson of the Trust.
- 13.4 If no resolution is reached, the Parties may agree to refer the dispute to mediation, with the mediator to be mutually agreed and the costs of mediation to be equally split between the Parties.

14 Definitions and interpretation

- 14.1 The provisions of this Partnership Agreement shall be interpreted in a manner that best furthers the purpose of this Partnership Agreement and is consistent with the Partnership Principles set out in clause 3.
- 14.2 In this Partnership Agreement, unless the context requires otherwise, terms defined in the Deed of Settlement have the same meaning in this Partnership Agreement.
- 14.3 In this Partnership Agreement:

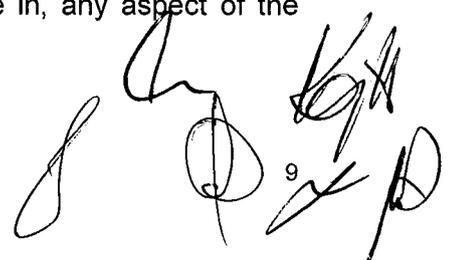
Conservation Area means the area of land identified in **Appendix 1** in respect of which the Department exercises functions, rights or obligations.

Conservation Legislation means the Conservation Act 1987 and the statutes in the First Schedule of that Act.

Conservation Management Plan has the same meaning as in the Conservation Act 1987.

Conservation Management Strategy has the same meaning as in the Conservation Act 1987.

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

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Deed of Settlement means the Deed of Settlement between Te Maru o Rereahu Trust and the Crown dated 12 March 2011.

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.

Descendants has the meaning set out in clauses 10.5 and 10.6 of the Deed of Settlement.

Partnership Principles are defined in clause 3.

Trust means the Maraeroa A and B Trust

Wāhi Tapu means:

- (a) those sites listed in **Appendix 2**; and
- (b) other sites of traditional and historical importance to the Descendants as notified in writing from time to time by the Trust to the Director-General.

Signed by the Establishment Trustees of the Maraeroa A and B Blocks Trust:

Wayne Glen Hoani Katu

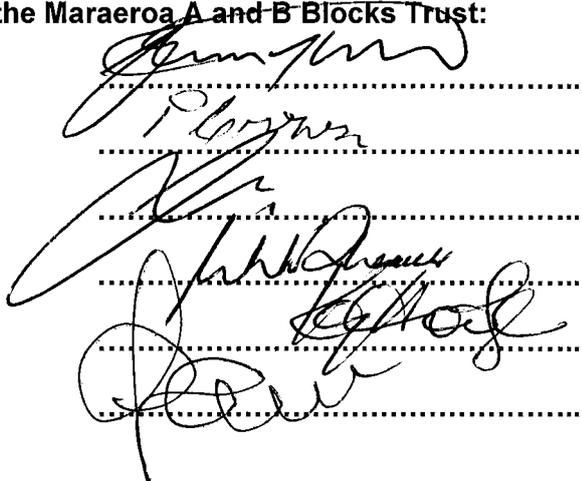
Phillip Ngawhira Crown

Jack Te Reti

Aloma Kahurangi Marae Shearer

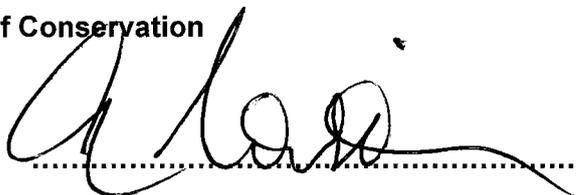
Kataraina Hodge

Ceretti Peter Mariu

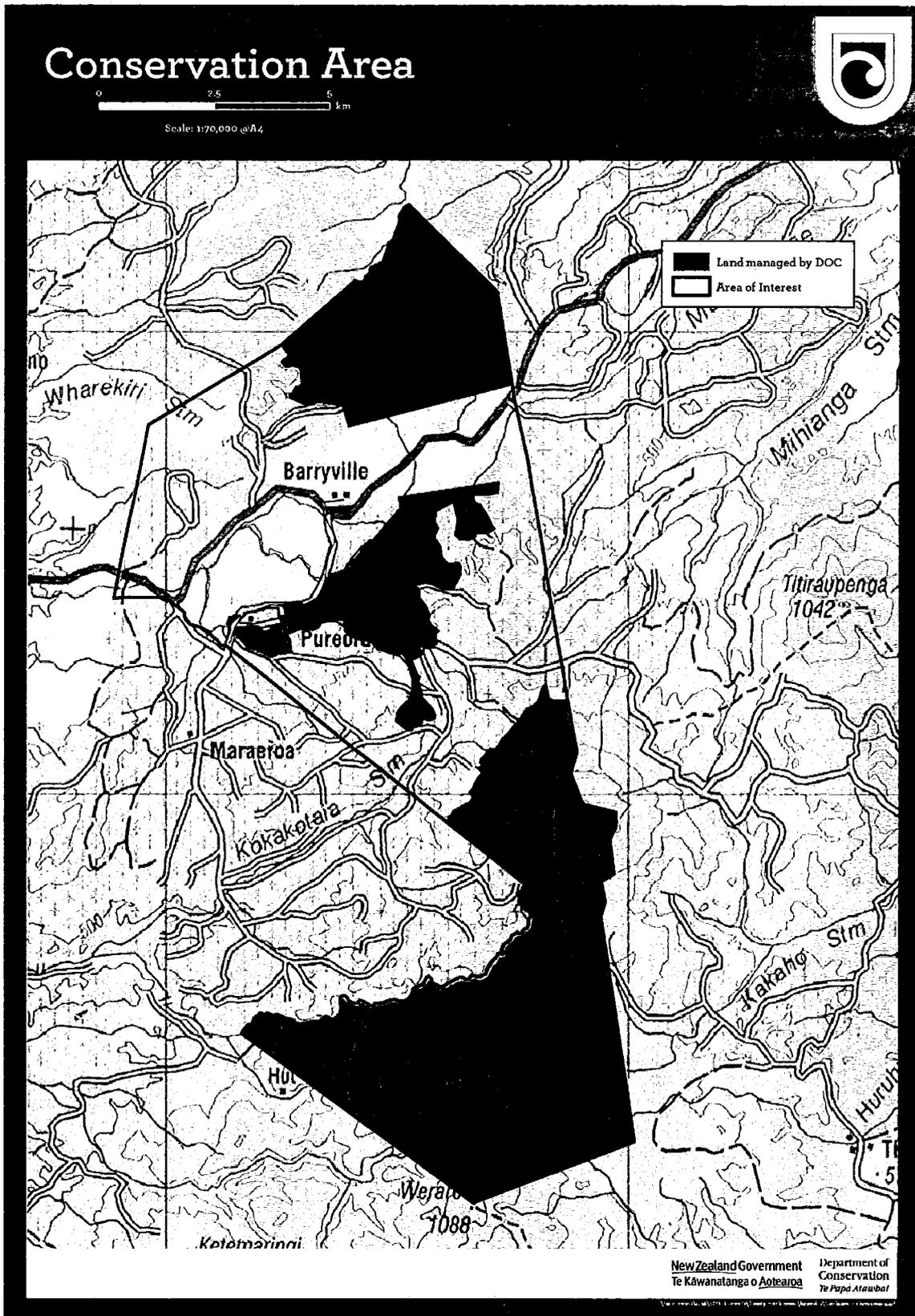


Director-General of Conservation

Alastair Morrison



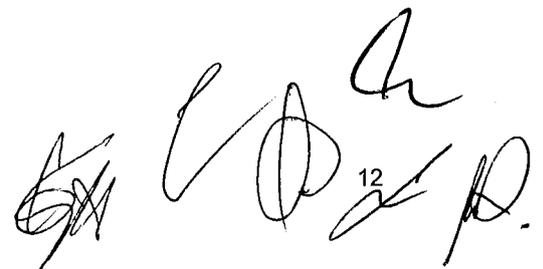
Appendix 1: Conservation Area



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Appendix 2: Cultural sites of importance in the Conservation Area

- (a) Pureora o Kahu;
- (b) Taporaroa Pa centre point;
- (c) Taporaroa area;
- (d) Commencement of Waipa River;
- (e) Tikiwhenua;
- (f) Tomotomo Ariki;
- (g) Waimiha o Kahu Punawai;
- (h) Waimoanaiti;
- (i) Waitaramoa Pa;
- (j) Ongarue;
- (k) Piki Ariki area;
- (l) Piki Ariki Rakau
- (m) Karamarama Stream water drawing point;
- (n) Weraroa;
- (o) Tahorakarewarewa; and
- (p) Paruhou.



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