

**IWI AND HAPŪ OF TE ROHE O TE WAIROA**  
**and**  
**TRUSTEES OF THE TĀTAU TĀTAU O TE WAIROA TRUST**  
**and**  
**THE CROWN**

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**DEED OF SETTLEMENT SCHEDULE:**  
**DOCUMENTS**

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## 1 OVERLAY CLASSIFICATION

### ***Mahia Peninsula Scenic Reserve*** (as shown on deed plan OTS-198-05)

The bush clad Mahia Peninsula Scenic Reserve sits on top of the hills in the middle of the Mahia peninsula. It contains the most significant remaining stand of native bush on the Mahia peninsula.

The name "Mahia" translated means "indistinct sounds" like the merging of birds, waves and rustling trees.

Ngāi Tū, Ngāi Tama, Ngāti Hikairo, Ngāi Te Rākato, and Ngāi Tarawa traditionally exercised traditional harvesting and resource rights for food and weaving within the Mahia Peninsula Scenic Reserve.

The east and southern parts of the Mahia Peninsula Scenic Reserve were known as Tawapata and were occupied by Ngāti Hikairo. Hikairo was a descendant of Kahungunu through his daughter Tauheikura. Ngāti Hikairo claimed Tawapata South in the court through their descent from Rongomaiwahine as Tata, Hikairo's son, descended from Rongomaiwahine.

The reserve contains a small but regionally significant amount of kiekie which is central to Māori weaving traditions.

Native pigeons (kereru) and fantail are abundant in the Mahia Peninsula Scenic Reserve.

New Zealand's only parasitic flowering plant, *Dactylanthus taylorii* (wood rose) which is a threatened plant species can be found in the Mahia Peninsula Scenic Reserve. The Māori name for this taonga (treasure) is Te Pua o Te Reinga (flower of the underworld).

***Kaitiakitangi*** is a core iwi and hapū of Te Wairoa value for the Mahia Peninsula Scenic Reserve. Kaitiakitanga recognises the role of the iwi and hapū of Te Wairoa as tangata whenua and as stewards and guardians of ngā taonga tuku iho, including:

- the natural and physical environment and resources,
- te reo Māori
- tikanga Māori
- mātauranga Māori; and
- the health and well-being of people and communities.

Application of values and principles through kaitiakitanga vary and it should be noted that the traditional practice of kaitiakitanga will contrast in some cases due to ecosystem variation and biosecurity threats to native flora and fauna.

***Kanohi e kitea***, the value of face to face engagement on all matters relating to the Mahia Peninsula Scenic Reserve is important to the iwi and hapū of Te Wairoa.

***Te Kawa o Te Wairoa*** is recognition of the customary philosophies and practices of the iwi and hapū which include (specific to Mahia Peninsula Scenic Reserve):

- health and wellbeing (rongoa, hauora, oranga, whaiora);
- weaving (raranga);

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- matariki (seasonal planning); and
- maara kai (cultivation, food production).

#### ***Protection Principles***

Recognition of Iwi and Hapū of Te Rohe o Te Wairoa as kaitiaki over the Mahia Peninsula Scenic Reserve and its indigenous flora and fauna

Recognition and respect for Iwi and Hapū of Te Rohe o Te Wairoa's mana, kaitikaitanga, and kawa in respect of the Mahia Peninsula Scenic Reserve

Protection of indigenous flora and fauna within the Mahia Peninsula Scenic Reserve

Protection of wahi tapū within the Mahia Peninsula Scenic Reserve

Encouragement of respect for and recognition of the association of Iwi and Hapū of Te Rohe o Te Wairoa with the Mahia Peninsula Scenic Reserve

Accurate portrayal of the association of Iwi and Hapū of Te Rohe o Te Wairoa with the Mahia Peninsula Scenic Reserve

#### ***Director-General Actions***

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. Iwi and Hapū of Te Rohe o Te Wairoa's association with Mahia Peninsula Scenic Reserve will be accurately portrayed in all new Departmental information, signs and educational material about the area.
2. Iwi and Hapū of Te Rohe o Te Wairoa will be consulted regarding all new Department of Conservation public information, educational material and signs regarding the Mahia Peninsula Scenic Reserve and, where agreed, the content will reflect their significant relationship with the Mahia Peninsula Scenic Reserve.
3. Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Iwi and Hapū of Te Rohe o Te Wairoa's values in relation to Mahia Peninsula Scenic Reserve and will be encouraged to recognise and respect Iwi and Hapū of Te Rohe o Te Wairoa's association with the area including their role as kaitiaki.
4. Iwi and Hapū of Te Rohe o Te Wairoa will be consulted regarding any proposed introduction or removal of indigenous species to and from the Mahia Peninsula Scenic Reserve.
5. Significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Iwi and Hapū of Te Rohe o Te Wairoa will be consulted and particular regard had to their views, including those relating to Koiwi (human remains) and archaeological sites.

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6. Any koiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Iwi and Hapū of Te Rohe o Te Wairoa to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the koiwi or other taonga will also be subject to any procedures required by law.

#### ***Morere Springs Scenic Reserve*** (as shown on deed plan OTS-198-27)

Morere Springs Scenic Reserve lies in a valley north of Nuhaka. The area is most closely associated with Ngāti Rakaipaaka and Ngāi Te Rākato. Other hapū with associations to the reserve, are Ngāti Tama, Ngāi Tū, Ngāi Tarewa, and Ngāti Uaha.

The name of this Reserve spiritually connects the iwi and hapū of Te Rohe o Te Wairoa to the land (***wairuatanga***). 'Morere' is the traditional Māori name for the springs, the meaning of which is 'the waters of life which come into this world from the other world'.

Morere Springs Scenic Reserve provided a source of natural healing waters, kiekie and other traditional materials used for raranga whariki, kete and traditional rongoa. Resources were also cultivated for medicinal purposes. The value of ***kaitiakitanga*** for the Morere Recreation Reserve is critical to ensure resources are still available for generations to come. ***Te Kawa o Te Wairoa*** is also an important value as it recognises the customary philosophies and practices of the iwi and hapū of Te Rohe o Te Wairoa.

#### ***Protection Principles***

Recognition of Iwi and Hapū of Te Rohe o Te Wairoa as kaitiaki over the Morere Springs Scenic Reserve, its waters, and its indigenous flora and fauna

Recognition and respect for Iwi and Hapū of Te Rohe o Te Wairoa's mana, kaitikaitanga, and kawa in respect of the Morere Springs Scenic Reserve

Protection of indigenous flora and fauna and waters within the Morere Springs Scenic Reserve

Protection of wahi tapū within the Morere Springs Scenic Reserve

Encouragement of respect for and recognition of the association of Iwi and Hapū of Te Rohe o Te Wairoa with the Morere Springs Scenic Reserve

Accurate portrayal of the association of Iwi and Hapū of Te Rohe o Te Wairoa with the Morere Springs Scenic Reserve

#### ***Director-General Actions***

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. Iwi and Hapū of Te Rohe o Te Wairoa's association with Morere Springs Scenic Reserve will be accurately portrayed in all new Departmental information, signs and educational material about the area.
2. Iwi and Hapū of Te Rohe o Te Wairoa will be consulted regarding all new Department of Conservation public information, educational material and signs regarding the Morere

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Springs Scenic Reserve and, where agreed, the content will reflect their significant relationship with the Morere Springs Scenic Reserve.

3. Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Iwi and Hapū of Te Rohe o Te Wairoa's values in relation to Morere Springs Scenic Reserve and will be encouraged to recognise and respect Iwi and Hapū of Te Rohe o Te Wairoa's association with the area including their role as kaitiaki.
4. Iwi and Hapū of Te Rohe o Te Wairoa will be consulted regarding any proposed introduction or removal of indigenous species to and from the Morere Springs Scenic Reserve.
5. Significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Iwi and Hapū of Te Rohe o Te Wairoa will be consulted and particular regard had to their views, including those relating to koiwi (human remains) and archaeological sites.
6. Any koiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Iwi and Hapū of Te Rohe o Te Wairoa to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the koiwi or other taonga will also be subject to any procedures required by law.

#### ***Te Reinga Scenic Reserve Property A*** (as shown on deed plan OTS-198-06)

Ngāi Kōhatu people have always lived here. They are regarded by other hapū and iwi of the district as the custodians of the area and the keepers of old world knowledge (***matauranga***) pertaining to the area.

The iwi and hapū of Te rohe o Te Wairoa associate to Te Reinga Scenic Reserve Property A through ancestral links/ ***whakapapa*** (genealogy) and maintenance of te ahi kā roa. The iwi and hapū of Te Rohe o Te Wairoa whakapapa to Te Reinga Scenic Reserve Property A through their two tipuna taniwha, Ruamano and Hinekōrako.

***Kaitiakitanga*** is also a critical value to the iwi and hapū of Te Rohe o Te Wairoa in respect of Te Reinga Scenic Reserve Property A. Looking after the Te Reinga Scenic Reserve Property A is important to ensure future generations who whakapapa to the area can retain their link to the whenua.

#### ***Protection Principles***

Recognition of Iwi and Hapū of Te Rohe o Te Wairoa as kaitiaki over the Te Reinga Scenic Reserve Property A, its waters, and its indigenous flora and fauna

Recognition and respect for Iwi and Hapū of Te Rohe o Te Wairoa's mana, kaitiakitanga, and kawa in respect of the Te Reinga Scenic Reserve Property A

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Protection of indigenous flora and fauna and waters within the Te Reinga Scenic Reserve Property A and its immediate environs

Protection of wahi tapū within the Te Reinga Scenic Reserve Property A and its immediate environs

Encouragement of respect for and recognition of the association of Iwi and Hapū of Te Rohe o Te Wairoa with the Te Reinga Scenic Reserve Property A and its immediate environs

Accurate portrayal of the association of Iwi and Hapū of Te Rohe o Te Wairoa with the Te Reinga Scenic Reserve Property A and its immediate environs

#### ***Director-General Actions***

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. Iwi and Hapū of Te Rohe o Te Wairoa's association with Te Reinga Scenic Reserve Property A will be accurately portrayed in all new Departmental information, signs and educational material about the area.
2. Iwi and Hapū of Te Rohe o Te Wairoa will be consulted regarding all new Department of Conservation public information, educational material and signs regarding the Te Reinga Scenic Reserve Property A and, where agreed, the content will reflect their significant relationship with the Te Reinga Scenic Reserve Property A.
3. Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Iwi and Hapū of Te Rohe o Te Wairoa's values in relation to Te Reinga Scenic Reserve Property A and will be encouraged to recognise and respect Iwi and Hapū of Te Rohe o Te Wairoa's association with the area including their role as kaitiaki.
4. Iwi and Hapū of Te Rohe o Te Wairoa will be consulted regarding any proposed introduction or removal of indigenous species to and from the Te Reinga Scenic Reserve Property A.
5. Significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Iwi and Hapū of Te Rohe o Te Wairoa will be consulted and particular regard had to their views, including those relating to Koiwi (human remains) and archaeological sites.
6. Any koiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Iwi and Hapū of Te Rohe o Te Wairoa to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the koiwi or other taonga will also be subject to any procedures required by law.

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#### **Wharerata Hill Scenic Reserve** (as shown on deed plan OTS-198-07)

The name Wharerata refers to the abundance of rata trees in the forest, which were used for both harvesting berries, and snaring birds, including kereru.

The iwi and hapū of Te rohe o Te Wairoa traditionally used many of the resources found within the Wharerata Hill Scenic Reserve, such as birds, timber, flax and plants. They also had rat trails, snared birds and caught eels in the streams. In addition they had cultivations in the hills for flax and root crops.

Wharerata Hill Scenic Reserve is situated on a high point along the coastline and was used as a landmark to locate fishing grounds when at sea.

The iwi and hapū of Te rohe o Te Wairoa associate to Wharerata Hill Scenic Reserve through ancestral links/ **whakapapa** (genealogy) and maintenance of te ahi kā roa. Whakapapa is a key value to the iwi and hapū of Te rohe o Te Wairoa, and is also why **kaitiakitanga** is of equal importance. Looking after the Wharerata Hill Scenic Reserve is critical to ensure future generations who whakapapa to the area can retain their link to the whenua.

Among the hapū associated with the area are Ngāi Te Rakato. One of the ancestors associated with the Wharerata Hill Scenic Reserve was Meke, who was a son of Te Rakato, and a descendant of Rakaipaaka.

#### **Protection Principles**

Recognition of Iwi and Hapū of Te Rohe o Te Wairoa as kaitiaki over the Wharerata Hill Scenic Reserve and its indigenous flora and fauna

Recognition and respect for Iwi and Hapū of Te Rohe o Te Wairoa's mana, kaitikaitanga, and kawa in respect of the Wharerata Hill Scenic Reserve

Protection of indigenous flora and fauna within the Wharerata Hill Scenic Reserve

Protection of wahi tapū within the Wharerata Hill Scenic Reserve

Encouragement of respect for and recognition of the association of Iwi and Hapū of Te Rohe o Te Wairoa with the Wharerata Hill Scenic Reserve

Accurate portrayal of the association of Iwi and Hapū of Te Rohe o Te Wairoa with the Wharerata Hill Scenic Reserve

#### **Director-General Actions**

The Director-General has determined that the following actions will be taken by the Department of Conservation in relation to the specific principles:

1. Iwi and Hapū of Te Rohe o Te Wairoa's association with Wharerata Hill Scenic Reserve will be accurately portrayed in all new Departmental information, signs and educational material about the area.
2. Iwi and Hapū of Te Rohe o Te Wairoa will be consulted regarding all new Department of Conservation public information, educational material and signs regarding the Wharerata



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### 1: OVERLAY CLASSIFICATION

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Hill Scenic Reserve and, where agreed, the content will reflect their significant relationship with the Wharerata Hill Scenic Reserve.

3. Department of Conservation staff, volunteers, researchers, contractors, conservation board members, concessionaires and the public visiting the reserve will be provided with information about Iwi and Hapū of Te Rohe o Te Wairoa's values in relation to Wharerata Hill Scenic Reserve and will be encouraged to recognise and respect Iwi and Hapū of Te Rohe o Te Wairoa's association with the area including their role as kaitiaki.
4. Iwi and Hapū of Te Rohe o Te Wairoa will be consulted regarding any proposed introduction or removal of indigenous species to and from the Wharerata Hill Scenic Reserve.
5. Significant earthworks and soil/vegetation disturbance (other than for ongoing track maintenance) will be avoided where possible. Where significant earthworks and disturbances of soil and vegetation cannot be avoided, Iwi and Hapū of Te Rohe o Te Wairoa will be consulted and particular regard had to their views, including those relating to koiwi (human remains) and archaeological sites.
6. Any koiwi or other taonga found or uncovered will be left untouched and contact made as soon as possible with Iwi and Hapū of Te Rohe o Te Wairoa to ensure representation is present on site and appropriate tikanga is followed, noting that the treatment of the koiwi or other taonga will also be subject to any procedures required by law.

## 2 STATEMENTS OF ASSOCIATION

The settling group's statements of association are set out below. These are statements of the settling group's particular cultural, spiritual, historical, and traditional association with identified areas.

### **Kumi Pakarae Conservation Area** (as shown on deed plan OTS-198-09)

Kumi Pakarae Conservation Area served as resource area for timber, rongoa, birds and other traditional kai from the forest. The bush clad hills sit above the Whakaki coastal area.

Hapū associated with the area include Ngāti Hau, Ngāi Tanewhana, Ngāti Kurupakiaka, Ngāti Matawhaiti.

Ancestors who occupied the area include Te Matuahanga and Te Kakari.

### **Mahia Peninsula Local Purpose (Esplanade) Reserve** (as shown on deed plan OTS-198-10)

Today the Mahia Peninsula Local Purpose (esplanade) Reserve is named 'Whakatakahe Head', but in the past it was known as 'Te Whakatahae'. This site was a steep headland pā, which has now eroded away over time and it sits above the sandy beach landing of Te Hoe which was once a site of an important whaling station.

Prominent points, such as Te Whakatahae were traditionally used by Māori at sea as either landmarks in locating fishing grounds or as a base for the preparation of preserving seafood supplies.

The area is associated with the Rongomaiwahine iwi, with particular importance to the hapū of Ngāi Tū, Ngāi Te Rākato, Ngāi Tama, and Ngāi Tarewa.

### **Mangaone Caves Historic Reserve** (as shown on deed plan OTS-198-11)

Koiwi were placed in specific parts of these caves. There were also underground pathways that kept Ngāti Rakaipaaka safe during tribal wars. Specific parts within the caves have healing waters utilised to heal the sick and for drinking and cooking purposes.

The caves were known to be sites of significance for Māori tribal use as sanctuaries and for living in. These caves were a very significant life source for Ngāti Rakaipaaka.

### **Mangapoike River and its tributaries** (as shown on deed plan OTS-198-12)

The Mangapoike River which means swarming stream flows from the Wharerata ranges into the upper Wairoa River near Marumuru, north of Frasertown.

The first military encounter in the Te Kooti war occurred on the Mangapoike riverside.

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### 2: STATEMENTS OF ASSOCIATION

Traditionally there was a number of pā sites situated along the Mangapoike River.

#### **Maungawhio Lagoon** (as shown on deed plan OTS-198-13)

When the Takitimu waka arrived at Mahia it entered the Maungawhio Lagoon where it became stuck. Ruawharo, the tohunga of Takitimu left the waka, but assisted it to continue its journey with the saying 'Mahia ngā mahi mai i Tawhiti', hence the name Mahia-mai-Tawhiti.

Ruawharo had a pā at Wahatoa which overlooked the sea entrance to Maungawhio Lagoon. Ruawharo was guardian of the gods of the earth and ocean and he brought with him sands from Hawaiki which he planted to act as 'the mauri of the whales and fish of the sea around Mahia.' At this time, Mahia was an island separated from the mainland by a small pass of water known as Te Ara Paikea, and whales would swim through what is now the Maungawhio Lagoon and along the Mahia coastline. The whale shaped hill at the end of the lagoon is also called Te Ara a Paikea which referred to the 'pathway of the whales'.

The name Maungawhio refers to the strong winds passing over the lagoon. When a strong southerly blew it pushed the water of the lagoon back, allowing the people to collect flounder and other fish that became exposed. The southerly winds blowing through the hills above the lagoon whistled and howled, hence the name Maungawhio – 'the whistling, howling hills'.

Its shallowness and configuration have made the lagoon the site of a variety of birdlife and it was once an invaluable mahinga kai.

The lagoon is the outlet for the Kopuawhara River, which flows from Wharerata Ranges to the sea at Mahia.

#### **Morere Recreation Reserve** (as shown on deed plan OTS-198-25)

Morere Recreation Reserve lies in a valley north of Nuhaka. The area is most closely associated with Ngāti Rakaipaaka and Ngāi Te Rākato. Other hapū with associations to the reserve, are Ngāti Tama, Ngāi Tū, Ngāi Tarewa, and Ngāti Uaha.

'Morere' is the traditional Māori name for the springs, the meaning of which is 'the waters of life which come into this world from the other world'.

#### **Nuhaka River and its tributaries** (as shown on deed plan OTS-198-14)

The Wharerata Ranges are the source of the Nuhaka River, which rises in the Puninga block. At Whiorau (near the Rakaipaaka Bridge) the river is joined by a tributary, the Tunanui Stream. Rangiahua Pa (above the Rakaipaaka Bridge) overlooked the Nuhaka River and Pa Harakeke and urupa were situated at the mouth of the river.

The river's mauri from its origins in the ranges to its destination on the coast flows through significant riverside sites that form the 'life blood of Rakaipaaka; he waiora, he wai Māori'.

Ko au te awa ko te awa ko au (we are the river and the river is us).

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### 2: STATEMENTS OF ASSOCIATION

The banks of the river include both tapu places to celebrate life (baptism), and commemorate death (urupa). For Ngāti Rakaipaaka, the river, with its once plentiful mahinga kai sites formed a Kapata kai (food store) of tuna (eel), herring, mullet and whitebait (I nga ra o mua nga Tangata katoa, I hi ika, hi tuna, hopukia nga inanga). Located within the Nuhaka Valley is Papanui a traditional inanga site which is protected by a kaitiaki, in the form of a large white flounder, which will appear when kai should not be gathered from the fishing ground. Kuia warned ngā wahine this would occur if they gathered kai while in a tapū state (menstruating). This acted as a deterrent to protect the resource and an explanation for 'periods'/times when the site was barren of inanga. Pa tuna to catch the maremoie tuna were formed on the banks of the Nuhaka traditionally before the June flood season as the tuna migrated downriver.

#### **Otoki Government Purpose (Wildlife Management) Reserve** (as shown on deed plan OTS-198-15)

The wildlife reserve is a remnant of the vast wetland complex.

Native flora and fauna were abundant throughout the lakes, streams, wetlands and on the surrounding hills. Knowledge of the extent of the waters and historic sea-water inundations of the area are encoded in the legend of the seven whales of Ngāi Tahu Matawhaiti, whale-shaped hills that trace a path from the Whakaki Lake into the Waiatai valley.

One of the most valued foods of Māori was the tuna and its abundance here was evident in the many pa tuna named when the Whakaki block first came before the Native Land Court.

Kāinga pa and important historical sites are abound in the area. Awa Wahi is the place where the Whakaki Lake was opened to delay pursuing enemies and allow the tangata whenua to escape to Moumoukai.

There are also many urupa; Akeake and Hine Te Pairu are two of the known pre-European burial grounds on the perimeters of the wetlands and lakes complex. The spiritual connections between the people and their lands and waters were forged many generations ago.

All of these sites attest to ahikaroa – the long-burning fires of occupation. They are all around and amongst the lakes and wetlands that were so valued for the abundance of food, weaving and building materials that could be harvested there.

#### **Panekirikiri Conservation Area** (as shown on deed plan OTS-198-16)

This forested area was traditionally used by the iwi and hapū of Te Rohe o Te Wairoa for food gathering. The area sustained plants, birds and fresh water fish that were sources of food.

#### **Portland Island Marginal Strip** (as shown on deed plan OTS-198-17)

The marginal strip is located on the southern point of Portland Island. Portland Island was named by Captain Cook on account of its very great resemblance to Portland in the English Channel, but was known to Māori as Te Houra, Te Koura, Waikawa, Horowaikawa and Te Ahorei. The southern end of the island was known as Tara ki te Nau.

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### 2: STATEMENTS OF ASSOCIATION

Ruawharo, from the waka Takitimu established a whare wananga, Ngaheru mai tawhiti, on the island, which became the 'origin of the mauri principle, which controlled the whole of the East Coast.'

The island has always been an important location both for Māori in the Mahia district, and featured prominently in the history of Rongomaiwahine. Portland Island was used as a base for seasonal fishing, and in times of war the island was considered a place of safe refuge for the people of the Mahia peninsula.

The island featured in the early history of the relationship between Māori in the Mahia area and the first Pakeha in the district. In 1769 while rounding the island botanist Joseph Banks observed 'a vast quantity of people looking at us' and five canoes 'put off from the shore full of armed people.' In the 1840s the island was used as a base for whaling expeditions and in 1847 the island was used as a whaling station with the permission of local chiefs.

#### **Ruakituri River and Hangaroa River** (as shown on deed plan OTS-198-18 and deed plan OTS-198-08)

The genesis of Ngāi Kōhatu can be traced to a kōrero about the formation of the Ruakituri and Hangaroa rivers. According to Ngāi Kōhatu tradition, Ruamano and Hinekōrako were kin taniwha. Atop a hill one day Ruamano and Hinekōrako heard the sound of the sea. Deciding to heed its call they began to race to the sea. Ruamano came via the Ruakituri River and Hinekōrako via the Hangaroa.

This story is the source of the old people's belief that has always associated Ruamano with the Ruakituri River and Hinekōrako with the Hangaroa River. In their estimation, Ruakituri was a male river and Hangaroa a female.

At various times, different families would operate eel weirs at Tauwharetoi on the Ruakituri River and at Pohaturoa on the Hangaroa River.

Te Reinga marae is situated at the confluence of the Ruakituri and Hangaroa Rivers. The joining of these two rivers below marks the beginning of the Wairoa River. Ngāi Kōhatu people have always lived here.

#### **Te Reinga Scenic Reserve Property B** (as shown on deed plan OTS-198-19)

The iwi and hapū of Te Rohe o Te Wairoa whakapapa to Te Reinga Scenic Reserve Property B through their two tipuna taniwha, Ruamano and Hinekōrako.

Ngāi Kōhatu has the strongest link to Te Reinga Scenic Reserve Property B and is regarded by other hapū and iwi of the district as the custodians of the area.

#### **Un-named marginal strip (Waitaniwha)** (as shown on deed plan OTS-198-28)

Iwi and hapū of Te Rohe o Te Wairoa oratory regarding this area tells the story of the ancestor Ruawharo planting his three children among this coast to extend and establish the breeding grounds of whales and different kinds of fish.

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### 2: STATEMENTS OF ASSOCIATION

This area is associated as traditionally being a place for collecting kai moana such as paua, karengo, pupu, crayfish and fish.

#### **Waiaatai Scenic Reserve** (as shown on deed plan OTS-198-20)

The small Waiaatai Scenic Reserve near Whakaki contains the remnant of a traditional Māori garden, and is also the burial site for a local rangatira. The reserve is located on the southern slope of a low ridge and as well as the burial site it includes Māori pits.

The reserve includes a giant puka tree, and a wāhi tapu near a grove of rewarewa trees.

#### **Waiau River and its tributaries within the area of interest** (as shown on deed plan OTS-198-21)

In the past the Waiau River was used by Māori as a transport route from Waikaremoana to Te Moananui a Kiwa. The Waiau river is strongly associated with Ngāi Tamaterangi. It was a valuable source of water, food, transport and trade for them and they had settlements along the riverbank.

The Waiau River is of spiritual significance to Ngāi Tamaterangi. The river adjoins a wahi tapū site which is significant as being the place where Tamaterangi collected hangi stones after his defeat at Opuku.

#### **Waikaretaheke River and its tributaries within the area of interest** (as shown on deed plan OTS-198-22)

The river is of spiritual significance to the iwi and hapū of Te Rohe o Te Wairoa. The creation story for the river is linked with the taniwha, Haumapuhia, and the creation of the Lake Waikaremoana.

Traditionally the Waikaretaheke River was an important source of eels, korokoro and whitebait. It was also used for transport and navigation by Ngāti Kahungunu.

#### **Wairoa River and its tributaries within the area of interest** (as shown on deed plan OTS-198-23)

The Wairoa River is of spiritual significance to the iwi and hapū of Te Rohe o Te Wairoa. To them the river is regarded as tapū. It is bound by rituals and traditions, stems from gods and belongs to their ancestors. The water of the Wairoa River has been used for purification, ancient chants and prayers.

The iwi and hapū of Te Rohe o Te Wairoa say that the Takitimu waka came up the Wairoa River and landed at Makeakea Stream. Te Reinga Falls, the starting point of the river, is associated Hinekōrako and Ruamano, which were taniwha carried to Aotearoa on the Takitimu waka.

It is also said that in a tributary to the Wairoa River, Waikotuturi Creek, the movements of a taniwha, a white flounder, were once used as a tohu to tipuna that something of significance was going to occur. The Wairoa River Mouth is associated with two taniwha engaged in an ongoing struggle, Tapuwae on the western side and Te Maaha on the eastern side.

## DOCUMENTS SCHEDULE

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### 2: STATEMENTS OF ASSOCIATION

Traditionally the Wairoa River was used as a major avenue for trading and commerce by the iwi and hapū of Te Rohe o Te Wairoa. There was a number pā situated close to the river. The river was a source of food, including whitebait (īnanga), flounder (mohoao), mullet (kanae) and eel.

#### **Whangawehi Stream and its tributaries** (as shown on deed plan OTS-198-24)

The catchment of the Whangawehi Stream lies in the high hills of the Mahia peninsula, and it runs out to the sea on the northern coastline in a small active harbour. The catchment of the stream includes important stands of native bush that are important source Mahinga Kai and traditional sources for Rongoā .

The Whangawehi Stream has traditionally been an important source of resources and is a culturally significant place. This area is most closely associated with the iwi of Rongomaiwahine with particular importance to the hapū of Ngāti Hikairo and Ngāi Tu, with the kaitiaki of the river know as is Moremore.

Also along Whangawehi is Whenua ki te Whenua - a bottomless pit where the placenta of most children born in the area was taken by the father of the new born. Hence the whakatauki 'whenua ki te whenua'.

At the Coronation Reserve on the entrance to the Whangawehi Harbour, there is a rock font which was used by William Williams to baptise local Maori in 1842. The font is still in use and a hole in the nearby rock was used to store bibles and the rock walls were used as a blackboard for missionary teaching.

### 3 DEEDS 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 the iwi and hapū of Te Rohe o Te Wairoa (the settling group); and

1.1.2 the trustees of the Tātau Tātau o Te Wairoa 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 Mangaone Caves Historic Reserve (as shown on deed plan OTS-198-11):

1.2.2 Panekirikiri Conservation Area (as shown on deed plan OTS-198-16):

1.2.3 Waiatai Scenic Reserve (as shown on deed plan OTS-198-20):

1.2.4 un-named marginal strip (Waitaniwha) (as shown on deed plan OTS-198-28):

1.2.5 Hangaroa River and its tributaries (as shown on deed plan OTS-198-08):

1.2.6 Mangapoike River and its tributaries (as shown on deed plan OTS-198-12):

1.2.7 Ruakituri River and its tributaries (as shown on deed plan OTS-198-18):

1.2.8 Waiau River and its tributaries within the area of interest (as shown on deed plan OTS-198-21):

1.2.9 Waikaretaheke River and its tributaries (as shown on OTS-198-22).

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.



## DOCUMENTS

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### 3: DEEDS 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.

## DOCUMENTS

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### 3: DEEDS 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

## DOCUMENTS

### 3: DEEDS OF RECOGNITION

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**governance entity** has the meaning given to it by the deed of settlement; and

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

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

**settling group** and the **iwi and hapū of Te Rohe o Te Wairoa** 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**

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### **3: DEEDS 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.

## DOCUMENTS

### 3: DEEDS OF RECOGNITION

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

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

The Minister of Conservation in the  
presence of –

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#### **WITNESS**

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Name:

Occupation:

Address:

The Director-General of Conservation  
in the presence of –

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#### **WITNESS**

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Name:

Occupation:

Address:

## DOCUMENTS

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### 3: DEEDS 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]**

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3: DEEDS OF RECOGNITION

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

**1 INTRODUCTION**

- 1.1 The Crown has granted this deed as part of the redress under a deed of settlement with –
- 1.1.1 the iwi and hapū of Te Rohe o Te Wairoa (the settling group); and
  - 1.1.2 the trustees of the Tātau Tātau o Te Wairoa 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 Hangaroa River and its tributaries (as shown on deed plan OTS-198-08):
  - 1.2.2 Mangapoike River and its tributaries (as shown on deed plan OTS-198-12):
  - 1.2.3 Ruakituri River and its tributaries (as shown on deed plan OTS-198-18):
  - 1.2.4 Waiau River and its tributaries within the area of interest (as shown on deed plan OTS-198-21):
  - 1.2.5 Waikaretaheke River and its tributaries (as shown on OTS-198-22).
- 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.

**2 CONSULTATION**

- 2.1 The Commissioner of Crown Lands 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 considering an application for a right of use or occupation (including renewing such a right):
  - 2.2.2 preparing a plan, strategy, or programme for protection and management:

## DOCUMENTS

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### 3: DEEDS OF RECOGNITION

- 2.2.3 conducting a survey to identify the number and type of users that may be appropriate:
  - 2.2.4 preparing a programme to eradicate noxious flora and fauna.
- 2.3 The Commissioner of Crown Lands must, when consulting the governance entity under clause 2.1, –
  - 2.3.1 provide the governance entity with sufficient information to make informed decisions, and
  - 2.3.2 inform the governance entity of an application referred to in clause 2.2.1, but may withhold commercially sensitive information and material included within, or relating to, the application.
- 3 **LIMITS**
  - 3.1 This deed –
    - 3.1.1 relates only to the part or parts of a statutory area owned and managed by the Crown; and
    - 3.1.2 if it relates to a river –
      - (a) it does not relate to the waters of the river; and
      - (b) it relates only to the part or parts of the bed of the river that –
        - (i) are owned and managed by the Crown; and
        - (ii) are not land that the waters of the river do not cover at its fullest flow without overlapping its banks; and
        - (iii) are not the bed of an artificial watercourse or tributary; and
    - 3.1.3 does not require the Crown to undertake, increase, or resume any identified activity; and
    - 3.1.4 does not prevent the Crown from not undertaking, or ceasing to undertake, any identified activity; and
    - 3.1.5 is subject to the settlement legislation; and
    - 3.1.6 does not affect, and may not be taken into account by, any person exercising a power or performing a function or duty under legislation or a bylaw; and
    - 3.1.7 does not affect the lawful rights or interests of any person; or



## DOCUMENTS

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### 3: DEEDS OF RECOGNITION

- 3.1.8 grant, create or provide evidence of an estate or interest in, or rights relating to, a statutory area; and
- 3.1.9 does not prevent the Crown from entering into a Deed of Recognition with a person or persons other than [***governance entity***] in relation to a statutory area.

## 4 TERMINATION

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

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

## 6 AMENDMENT

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

## 7 NO ASSIGNMENT

- 7.1 The governance entity may not assign its rights under this deed.

## 8 DEFINITIONS

- 8.1 In this deed –

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

**Crown** means Her Majesty the Queen in right of New Zealand; and

## DOCUMENTS

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### 3: DEEDS OF RECOGNITION

**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

**governance entity** has the meaning given to it by the deed of settlement; and

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

**settling group** and the **iwi and hapū of Te Rohe o Te Wairoa** 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 meaning where used in this deed.

9.4 All parts of speech and grammatical forms of a defined term have corresponding meanings.

9.5 The singular includes the plural and vice versa.

9.6 One gender includes the other genders.

9.7 Something, that must or may be done on a day that is not a business day, must or may be done on the next business day.

9.8 A reference to –

## **DOCUMENTS**

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### **3: DEEDS OF RECOGNITION**

- 9.8.1    this deed or any other document means this deed or that document as amended, novated, or replaced; and
- 9.8.2    legislation means that legislation as amended, consolidated, or substituted.
- 9.9    If there is an inconsistency between this deed and the deed of settlement, the deed of settlement prevails.

## DOCUMENTS

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### 3: DEEDS OF RECOGNITION

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

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

The Commissioner of Crown Lands in the  
presence of –

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

Name:

Occupation:

Address:

## DOCUMENTS

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### 3: DEEDS 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**

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**4.1 TAONGA TŪTURU PROTOCOL**

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**A PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER FOR ARTS, CULTURE  
AND HERITAGE REGARDING INTERACTION WITH THE IWI AND HAPŪ OF TE ROHE O  
TE WAIROA ON SPECIFIED ISSUES**

**1 INTRODUCTION**

- 1.1 Under the Deed of Settlement dated xx between the iwi and hapū of Te Rohe o Te Wairoa 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 xxx 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 the iwi and hapū of Te Rohe o Te Wairoa – 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 the iwi and hapū of Te Rohe o Te Wairoa 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.
- 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.



## DOCUMENTS SCHEDULE

### 4: PROTOCOLS: TAONGA TŪTURU

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 PROTOCOL AREA

2.1 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”).

## 3 TERMS OF ISSUE

3.1 This Protocol is issued pursuant to section xx of the xxx (“the Settlement Legislation”) that implements the iwi and hapū of Te Rohe o Te Wairoa Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

3.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

## 4 IMPLEMENTATION AND COMMUNICATION

4.1 The Chief Executive will maintain effective communication with the governance entity by:

4.1.1 maintaining information provided by the governance entity on the office holders of the governance entity and their addresses and contact details;

4.1.2 discussing with the governance entity concerns and issues notified by the governance entity about this Protocol;

4.1.3 as far as reasonably practicable, providing opportunities for the governance entity to meet with relevant Ministry managers and staff;

4.1.4 meeting with the governance entity to review the implementation of this Protocol if requested by either party;

4.1.5 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;

4.1.6 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

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

4: PROTOCOLS: TAONGA TŪTURU

5 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT

**General**

- 5.1 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:
- 5.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of x origin found anywhere else in New Zealand;
  - 5.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of the iwi and hapū of Te Rohe o Te Wairoa origin found anywhere else in New Zealand;
  - 5.1.3 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 x origin found anywhere else in New Zealand;
  - 5.1.4 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 the iwi and hapū of Te Rohe o Te Wairoa origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
  - 5.1.5 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 the iwi and hapū of Te Rohe o Te Wairoa 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 the iwi and hapū of Te Rohe o Te Wairoa origin found elsewhere in New Zealand**

- 5.2. 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 the iwi and hapū of Te Rohe o Te Wairoa origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 5.3 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.
- 5.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of the iwi and hapū of Te Rohe o Te Wairoa 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.

## DOCUMENTS SCHEDULE

### 4: PROTOCOLS: TAONGA TŪTURU

#### **Custody of Taonga Tūturu found in Protocol Area or identified as being of the iwi and hapū of Te Rohe o Te Wairoa origin found elsewhere in New Zealand**

- 5.5 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 the iwi and hapū of Te Rohe o Te Wairoa 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:
- 5.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
  - 5.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

#### **Export Applications**

- 5.6 For the purpose of seeking an expert opinion from the governance entity on any export applications to remove any Taonga Tūturu of the iwi and hapū of Te Rohe o Te Wairoa origin from New Zealand, the Chief Executive will register the governance entity on the Ministry for Culture and Heritage's Register of Expert Examiners.
- 5.7 Where the Chief Executive receives an export application to remove any Taonga Tūturu of the iwi and hapū of Te Rohe o Te Wairoa 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.

### **6 THE ROLE OF THE MINISTER UNDER THE PROTECTED OBJECTS ACT 1975**

- 6.1 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:
- 6.1.1 refuse permission to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand; or
  - 6.1.2 impose conditions on the approval to export any Taonga Tūturu, or Ngā Taonga Tūturu, from New Zealand;
- 6.2 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.

### **7 EFFECTS ON THE IWI AND HAPŪ OF TE ROHE O TE WAIROA INTERESTS IN THE PROTOCOL AREA**

- 7.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects the iwi and hapū of Te Rohe o Te Wairoa interests in the Protocol Area.
- 7.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect the iwi and hapū of Te Rohe o Te Wairoa interests in the Protocol Area.

## DOCUMENTS SCHEDULE

### 4: PROTOCOLS: TAONGA TŪTURU

- 7.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss the iwi and hapū of Te Rohe o Te Wairoa interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

#### 8 REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU

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

#### 9 BOARD APPOINTMENTS

- 9.1 The Chief Executive shall:
- 9.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;
  - 9.1.2 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
  - 9.1.3 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.

#### 10 NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES

- 10.1 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 the iwi and hapū of Te Rohe o Te Wairoa interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.
- 10.2 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).

#### 11 HISTORY PUBLICATIONS

- 11.1 The Chief Executive shall:
- 11.1.1 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 the iwi and hapū of Te Rohe o Te Wairoa; and
  - 11.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to the iwi and hapū of Te Rohe o Te Wairoa:
    - (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.

## DOCUMENTS SCHEDULE

### 4: PROTOCOLS: TAONGA TŪTURU

- 11.2 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.
- 12 PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**
- 12.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by the iwi and hapū of Te Rohe o Te Wairoa within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.
- 12.2 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.
- 12.3 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.
- 13 CONSULTATION**
- 13.1 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:
- 13.1.1 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;
- 13.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;
- 13.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;
- 13.1.4 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
- 13.1.5 report back to the governance entity, either in writing or in person, in regard to any decisions made that relate to that consultation.
- 14 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**
- 14.1 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:
- 14.1.1 notify the governance entity of the proposed policy development or proposed legislative amendment upon which Māori generally will be consulted;

## DOCUMENTS SCHEDULE

### 4: PROTOCOLS: TAONGA TŪTURU

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

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

## 15 DEFINITIONS

15.1 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 representative entity for the iwi and hapū of Te Rohe o Te Wairoa.

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

**the iwi and hapū of Te Rohe o Te Wairoa** 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

**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

## DOCUMENTS SCHEDULE

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### 4: PROTOCOLS: TAONGA TŪTURU

(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**

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Name:

Occupation:

Address:

## DOCUMENTS

### 4 PROTOCOLS: TAONGA TŪTURU PROTOCOL

#### ATTACHMENT A THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA MAP





**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, hapū, marae, whānau, or representative of tangata whenua (section [ ]); or

- 2.1.2 restrict the responsibilities of the Minister or the Ministry or the legal rights of the iwi and hapū of Te Rohe o Te Wairoa (section [ ]); or

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

**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**

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**4.2 CROWN MINERALS PROTOCOL**

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**PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH THE IWI AND HAPŪ OF TE ROHE O TE WAIROA 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 Tātau Tātau o Te Wairoa Trust 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 iwi and hapū of Te Rohe o Te Wairoa on matters specified in the Protocol.
- 1.2 Both the Ministry and iwi and hapū of Te Rohe o Te Wairoa 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.
- 1.4 The Minister and the Ministry recognise that the trustees of the Tātau Tātau o Te Wairoa Trust is the governance entity that represents iwi and hapū of Te Rohe o Te Wairoa.
- 1.5 The iwi and hapū of Te Rohe o Te Wairoa 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 the iwi and hapū of Te Rohe o Te Wairoa 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 The iwi and hapū of Te Rohe o Te Wairoa 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 PROTOCOL AREA**

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

**4 TERMS OF ISSUE**

- 4.1 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.
- 4.2 This Protocol must be read subject to the terms of issue set out in Attachment B.

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4: PROTOCOLS: CROWN MINERALS PROTOCOL

**5 CONSULTATION**

- 5.1 The Minister will ensure that the iwi and hapū of Te Rohe o Te Wairoa 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 iwi and hapū of Te Rohe o Te Wairoa 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 5.1(b);

**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 5.1(e) or where the application relates to newly available acreage;

## DOCUMENTS SCHEDULE

### 4: PROTOCOLS: CROWN MINERALS PROTOCOL

#### **Newly available acreage**

- (g) when the Secretary 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.

- 5.2 Each decision on a proposal referred to in clause 5.1 will be made having regard to any matters raised as a result of consultation with the iwi and hapū of Te Rohe o Te Wairoa and having regard to the principles of Te Tiriti o Waitangi / the Treaty of Waitangi.

## **6 IMPLEMENTATION AND COMMUNICATION**

- 6.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 5.1. The Ministry will consult with the iwi and hapū of Te Rohe o Te Wairoa in accordance with this Protocol if matters described in clause 5.1 of this Protocol may affect the interests of the iwi and hapū of Te Rohe o Te Wairoa.

- 6.2 For the purposes of clause 6.1, the basic principles that will be followed by the Ministry in consulting with the iwi and hapū of Te Rohe o Te Wairoa in each case are:

- (a) ensuring that the iwi and hapū of Te Rohe o Te Wairoa is consulted as soon as reasonably practicable following the identification and determination by the Ministry of the proposal or issues;
- (b) providing the iwi and hapū of Te Rohe o Te Wairoa with sufficient information to make informed decisions and submissions;
- (c) ensuring that sufficient time is given for the participation of the iwi and hapū of Te Rohe o Te Wairoa 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 iwi and hapū of Te Rohe o Te Wairoa with an open mind, and will genuinely consider the submissions of the iwi and hapū of Te Rohe o Te Wairoa.

## **7 DEFINITIONS**

- 7.1 In this Protocol:

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

## DOCUMENTS SCHEDULE

### 4: PROTOCOLS: CROWN MINERALS PROTOCOL

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

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

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

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

**Hapū** has the meaning set out in clause 8.6 of the Deed of Settlement;

**mineral** means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, 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 the iwi and hapū of Te Rohe o Te Wairoa under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

**DOCUMENTS SCHEDULE**

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**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\_\_\_\_\_

DOCUMENTS SCHEDULE

4: PROTOCOLS: CROWN MINERALS PROTOCOL

ATTACHMENT A  
PROTOCOL AREA MAP





## DOCUMENTS SCHEDULE

### 4: PROTOCOLS: CROWN MINERALS PROTOCOL

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

## DOCUMENTS SCHEDULE

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### 4: PROTOCOLS: CROWN MINERALS PROTOCOL

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 RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

### 1 PURPOSE

- 1.1 This agreement (the “**Relationship Agreement**”) formalises the relationship between the Ministry for the Environment (the “**Ministry**”) and the iwi and hapū of Te Rohe o Te Wairoa post-settlement governance entity (the “**Governance Entity**”) and establishes a framework to enable the parties to maintain a positive and enduring working relationship.

### 2 RELATIONSHIP PRINCIPLES

- 2.1 In implementing the Relationship Agreement, the Secretary for the Environment (the “**Secretary**”) and the Governance Entity agree to act consistently with the following relationship principles:
- 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.
- 2.2 This relationship agreement is intended to further enhance the existing relationships between the Ministry and the [Governance Entity]. Nothing in this agreement displaces existing arrangements between the parties.
- 2.3 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.

### 3 KAITIAKITANGA – TE TIRA RELATIONSHIP WITH THE ENVIRONMENT

The values below underpin the relationship between the iwi and hapū of Te Rohe o Te Wairoa and their whēnua.

**Wairuatanga/Mauri:** acknowledging and understanding the existence of mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment.

**Kaitiakitanga:** recognising the role of iwi and hapū as tangata whenua and as stewards and guardians of ngā taonga tuku iho, including the natural and physical environment and resources, te reo Māori/tikanga Māori/mātauranga Māori, and the health and well-being of people and communities.

## DOCUMENTS SCHEDULE

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### 5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

**Kotahitanga:** recognising and enhancing a unity of purpose and direction where all are able and encouraged to contribute.

**Te Kawa o Te Wairoa:** recognising the customary philosophies and practices of the iwi and hapū of Te Rohe o Te Wairoa.

**Mana whenua:** recognising the role of the iwi and hapū of Te Rohe o Te Wairoa have as stewards and tangata whenua of those customary roles through whakapapa and maintenance of te ahi kā roa.

#### 4 THE ROLE OF THE MINISTRY FOR THE ENVIRONMENT

4.1 The Ministry's mission is 'environmental stewardship for a prosperous New Zealand - tiakina te taiao kia tōnui a Aotearoa'. The role of the Ministry is set out in the Environment Act 1986.

4.2 The Ministry also has specific functions under a number of other Acts including the:

Resource Management Act 1991 ("**RMA**")

Climate Change Response Act 2002

Exclusive Economic Zone and Continental Shelf (Environmental Effects) Act 2012 ("**EEZ Act**")

4.3 As the Ministry is not involved in day-to-day environmental management, it focuses on providing:

- a. environmental management systems, including laws, regulations and national environmental standards
- b. national direction through national policy statements and strategies
- c. guidance and training on best practice
- d. information about the health of the environment

#### 5 SCOPE

5.1 The Relationship Agreement applies to all functions, powers, responsibilities and actions of the Secretary for the Environment that are exercised in relation to managing the use, development and protection of natural and physical resources within, or that affect, the iwi and hapū of Te Rohe o Te Wairoa Area of Interest as defined in the iwi and hapū of Te Rohe o Te Wairoa Deed of Settlement.

5.2 The Relationship Agreement does not extend to the Secretary's role in appointing officials and statutory officers, and their roles and responsibilities.

#### 6 COMMUNICATION

6.1 The Ministry will seek to establish and maintain effective and efficient communication with the Governance Entity on a continuing basis through:

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**5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT**

- a. relationship meetings held in accordance with clause 7;
- b. maintaining information on the Governance Entity's office holders, and their addresses and contact details;
- c. providing a primary Ministry contact for the Governance Entity who will act as a liaison person with other Ministry staff;
- d. providing reasonable opportunities for the Governance Entity to meet with senior Ministry staff to discuss and (if possible) resolve any issues that may arise; and
- e. informing relevant Ministry staff of the contents of this relationship agreement and their responsibilities and roles under it.

**7 RELATIONSHIP MEETINGS**

- 7.1 The parties agree that senior representatives of the Governance Entity and the Ministry will participate in an annual relationship meeting.
- 7.2 Before each relationship meeting held in accordance with clause 6.1, representatives of the Governance Entity and the Ministry will agree administrative arrangements for the meeting.
- 7.3 The agenda for each relationship meeting will be agreed between the parties no later than ten working days before the relationship meeting. Agenda items could include:
  - a. any legislative or policy developments of interest to the iwi and hapū of Te Rohe o Te Wairoa, including but not limited to reform of the Resource Management Act 1991 ("RMA"), freshwater issues, climate change, the Emissions Trading Scheme, exclusive economic zone issues, environmental reporting and development of new resource management tools (in particular, national policy statements and national environmental standards);
  - b. local authority performance in the iwi and hapū of Te Rohe o Te Wairoa Area of Interest in implementing Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA;
  - c. the work and effectiveness of the Hawke's Bay Regional Planning Committee and tripartite relationship agreement between Te Tira, Wairoa District Council and Hawke's Bay Regional Council; and
  - d. any other matters of mutual interest.
- 7.4 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 7.5 The first relationship meeting will take place within 3 months of a written request by the Governance Entity.
- 7.6 Other meetings may be held from time to time between Ministry staff and the Governance Entity as agreed.

## DOCUMENTS SCHEDULE

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### 5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

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#### 8 BIENNIAL REGIONAL FORA

- 8.1 The Ministry will establish a Biennial Regional Forum in the Hawke's Bay region to enable the Governance Entity and the mandated representatives of the other iwi/hapū of the Hawke's Bay region to meet the Minister for the Environment (subject to the Minister's availability) and a Deputy Secretary from the Ministry.
- 8.2 The purpose of the Biennial Regional Forum will be to discuss environmental issues affecting the region, including the development of any new policy and legislation. To facilitate that purpose, the Ministry will coordinate invitations to senior representatives of other government departments where relevant, or where the Governance Entity so requests.
- 8.3 The timing of the Biennial Regional Forum and annual relationship meeting referred to in clause 6 will be coordinated to fall on consecutive days insofar as is reasonably practicable.
- 8.4 Prior to the Biennial Regional Forum, the Ministry will seek input from the Governance Entity and the mandated representatives of the other iwi/hapū of the Hawke's Bay region on the following:
- a. potential dates for the Regional Forum;
  - b. agenda items; and
  - c. other invitees (for example, other agencies or local authorities) to all or part of the Forum.

#### 9 IWI MANAGEMENT PLAN

- 9.1 The Ministry for the Environment will support the development of an iwi or hapū management plan through providing advice, information and review upon request.
- 9.2 Support provided by the Ministry will be technical in nature, and does not include financial support.

#### 10 CAPACITY BUILDING, FACILITATING NETWORKING OPPORTUNITIES AND TRAINING

- 10.1 The Ministry and the Governance Entity will seek opportunities to provide each other with training, networking opportunities and other capacity building activities in their respective areas of responsibility and expertise. Topics that capacity building, networking and training may cover include:
- a. Legislation that is administered by the Ministry including the RMA, EEZ Act and Climate Change Response Act including areas of responsibility under those Acts; and
  - b. the iwi and hapū of Te Rohe o Te Wairoa values, practices and objectives.
- 10.2 The Ministry will provide advice and information to Governance Entity on the 'Making Good Decisions' Programme for training environmental commissioners and how people endorsed by Governance Entity can complete the programme.

## DOCUMENTS SCHEDULE

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### 5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

- 10.3 The Ministry and the Governance Entity will seek opportunities for secondments and internships between the parties.

### 11 CONTESTABLE FUNDS

- 11.1 The Ministry administers a number of contestable funds that the Governance Entity may be interested in applying for to complete projects in the iwi and hapū of Te Rohe o Te Wairoa area of interest. The Ministry will provide the Governance Entity with up to date information on funding rounds and funding criteria on request.

### 12 OFFICIAL INFORMATION

- 12.1 The Ministry is subject to the requirements of the Official Information Act 1982 (“**OIA**”).
- 12.2 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).
- 12.3 The Ministry will notify the Governance Entity and seek its views before releasing any information relating to this Relationship Agreement. To avoid doubt, any comments the Governance Entity 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.

### 13 AMENDMENT

- 13.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

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

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### WITNESS

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Name:

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Occupation:

Address:

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## DOCUMENTS SCHEDULE

### 5: RELATIONSHIP AGREEMENT WITH THE MINISTRY FOR THE ENVIRONMENT

**SIGNED** by the [Governance Entity] in the presence of:

\_\_\_\_\_  
[ Chairperson/Deputy Chairperson ]

#### WITNESS

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\_\_\_\_\_  
[ ]

Name:

Occupation:

\_\_\_\_\_  
[ ]

Address:



## **6 PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

## PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

### CONSERVATION PARTNERSHIP AGREEMENT

Agreed by

The Crown, through the Minister of Conservation and the Director-General of Conservation

And

The trustees of the Tātau Tātau o Te Wairoa Trust, through the iwi and hapū of Te Rohe o Te Wairoa Deed of Settlement

#### 1. STATEMENT OF VALUES OF IWI AND HAPŪ OF TE ROHE O TE WAIROA

- 1.1 **Mana motuhake:** he mana heke mai I ngā tīpuna tō mātau; he mana anō tō te Karauna – respect for the authority and autonomy of the parties and their individual roles and responsibilities.
- 1.2 **Manaakitanga:** emphasise behaviours and activities that are mana enhancing toward others including generosity, care, respect and reciprocity.
- 1.3 **Wairuatanga/Mauri:** acknowledging and understanding the existence of mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment.
- 1.4 **Kaitiakitanga:** recognising the role of iwi and hapū as tangata whenua and as stewards and guardians of ngā taonga tuku iho, including the natural and physical environment and resources, te reo Māori/tikanga Māori/mātauranga Māori, and the health and well-being of people and communities.
- 1.5 **Kotahitanga:** recognising and enhancing a unity of purpose and direction where all are able and encouraged to contribute.
- 1.6 **Te Kawa o Te Wairoa:** recognising the customary philosophies and practices of the iwi and hapū of Te Rohe o Te Wairoa.
- 1.7 **Mana whenua:** recognising the role of the iwi and hapū of Te Rohe o Te Wairoa have as stewards and tangata whenua of those customary roles through whakapapa and maintenance of te ahi kā roa.
- 1.8 **Kanohi e kitea:** the importance of engaging with Wairoa iwi and hapū.
- 1.9 **Kōrero pono:** kia tika te kōrero, kaua e huna – open, honest and transparent communication.

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

#### 2. PURPOSE OF THIS CONSERVATION PARTNERSHIP AGREEMENT

- 2.1 This Conservation Partnership Agreement (“Agreement”) sets out how the Department of Conservation (the “Department”) and the trustees of the Tātau Tātau o Te Wairoa Trust (“the Governance Entity”) will work together in fulfilling the agreed strategic objectives across the iwi and hapū of Te Rohe o Te Wairoa Agreement Area.
- 2.2 It reflects a commitment by the Department and the iwi and hapū of Te Rohe o Te Wairoa to enter into a new relationship based on partnership as set out in this Agreement.
- 2.3 It sets out how the Governance Entity and the Department will establish and maintain into the future a positive, collaborative and enduring partnership consistent with section 4 of the Conservation Act 1987 regarding the management of the Conservation Land.
- 2.4 It provides a framework and mechanisms for the Governance Entity to have meaningful input into policy, planning and decision making processes in the Department’s management of the Conservation Land and to advocate the conservation of natural and historic resources generally.
- 2.5 It is intended to improve the quality of conservation management decisions through each Partner obtaining a better understanding of the other Partner’s perspectives.
- 2.6 The Department considers that building a strong relationship based on partnership with the iwi and hapū of Te Rohe o Te Wairoa is fundamental to understanding their interests in the Conservation Land. To strengthen this partnership, the Department is committed to finding practical ways for involving the Governance Entity in the decision-making processes in accordance with this Agreement.
- 2.7 The terms of the Deed of Settlement apply to this Agreement and should be read as part of this Agreement.
- 2.8 This Agreement shall apply within the iwi and hapū of Te Rohe o Te Wairoa rohe, referred to as the “iwi and hapū of Te Rohe o Te Wairoa Agreement Area”.

#### 3. ROLES AND RESPONSIBILITIES

- 3.1 The Governance Entity, the Minister and the Director-General are committed to the restoration and protection of the health and wellbeing of the iwi and hapū of Te Rohe o Te Wairoa Agreement Area, for present and future generations.
- 3.2 As set out in their statement of values, the iwi and hapū of Te Rohe o Te Wairoa have cultural, spiritual, traditional and historic associations with the land, waters and indigenous flora and fauna within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area, and accept a responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage natural and historic resources.
- 3.3 The Department’s functions include managing “for conservation purposes, all land, and all other natural and historic resources” under the Conservation Legislation. This 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.

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**6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION**

**4 ENGAGEMENT PRINCIPLES**

- 4.1 Where the Partners are required to engage under this Agreement, the Department will:
- a. advise 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;
  - b. 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;
  - c. 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;
  - d. 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
  - e. 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. Any solution must be consistent with the applicable Conservation Legislation and the Statutory Planning Documents; and
  - f. 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.
- 4.2 Where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 4.1 (f), the Department will promptly advise the Governance Entity on the decision made as a result of the engagement, and where the decision is contrary to the Governance Entity's submissions, set out the factors that were taken into account in reaching that decision.

**5 STRATEGIC COLLABORATION AND SPECIFIC PROJECTS**

- 5.1 As soon as is practicable after the signing of this Agreement the parties will meet to agree long-term strategic objectives for their relationship. This could include, for example, increasing visitor numbers to the iconic sites transferred through the Treaty settlement.
- 5.2 Thereafter, the Governance Entity will meet with senior staff of the Department within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area at least once a year. At these meetings, the parties will determine whether meetings involving senior managers of the Department and the Governance Entity are required on particular issues. The Governance Entity may also advise the Department that meetings with specific iwi, hapū are required on particular issues.

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

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- 5.3 The Governance Entity and the Department undertake separate business planning processes prior to the beginning of each new financial year. These business planning processes determine the Governance Entity's and the Department's work priorities and commitments for the year. For the Department, business planning processes largely sit with the operations manager. The relevant operations manager and representatives of the Governance Entity will meet at an early stage in their annual business planning processes to;
- a. discuss priorities and commitments for the new financial year;
  - b. discuss timeframes for the development of annual work programmes; and
  - c. identify potential specific projects to be undertaken together or separately which are consistent with the strategic objectives for the relationship.
- 5.4 As part of the above process, the Governance Entity will identify for discussion any proposed or existing projects that offer an opportunity for the Department to provide assistance or support, and the form that assistance or support might potentially take.
- 5.5 If a specific project is undertaken, the Department and the Governance Entity will determine the nature of their collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the Partners will advise one another of the reason(s) for this.
- 5.6 As part of annual discussions, and as part of ongoing dialogue, the Partners will advise each other of:
- a. any significant changes that have occurred or are proposed (including structural, legislative, policy or administrative changes) regarding how either Partner is working in the iwi and hapū of Te Rohe o Te Wairoa Agreement Area;
  - b. potential opportunities for applying for funding for conservation purposes from external sources (either jointly or individually with the support of the other Partner); and
  - c. potential opportunities for applying for funding for conservation purposes from Vote: Conservation, either jointly or individually with the support of the other party.
- 5.7 The Department acknowledges that:
- a. Whakakī-Nui-ā-Rua has previously secured funding from a range of stakeholders, including Ngā Whenua Rahui, to support its long-term objective of restoring Whakakī Lagoon to its original state; and
  - b. Rongomaiwahine has previously secured funding, including Ngā Whenua Rahui, to support its long-term objective of restoring the Whangawehi Stream to its original state.
- 5.8 Each year, the Partners will provide a letter or similar form of written advice to the other that describes the work that party has carried out in that financial year to achieve the strategic objectives for this partnership.

## DOCUMENTS SCHEDULE

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

#### *Planning documents*

- 5.9 The Department and the Governance Entity will meet to identify and seek to address issues affecting the iwi and hapū of Te Rohe o Te Wairoa 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 iwi and hapū of Te Rohe o Te Wairoa Agreement Area.
- 5.10 The Governance Entity and the Department will meet to identify and discuss opportunities for them to further strengthen their partnership at an early stage in the preparation, review or amendment of any statutory or non statutory plans the Governance Entity is developing for the iwi and hapū of Te Rohe o Te Wairoa Agreement Area.

#### **6 FRESHWATER FISHERIES**

- 6.1 The iwi and hapū of Te Rohe o Te Wairoa and the Department share aspirations for conservation of freshwater fisheries within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area.
- 6.2 The Department's statutory functions include the preservation, as far as practicable, of all indigenous freshwater fisheries, and the protection of recreational freshwater fisheries and their habitats. The Department is responsible for the regulation of whitebait fishing under the Whitebait Fishing Regulations 1994. Its work also focuses on national priority fisheries and habitats that are located on public conservation land, national priority species and biosecurity issues. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through Resource Management Act processes.
- 6.3 The partners will co-operate in the conservation of freshwater fisheries and freshwater habitats. Establishing freshwater aims in the strategic objectives for the relationship will ensure that actions towards these are integrated into the annual business planning processes. These actions may include areas for co-operation in the protection, restoration and enhancement of riparian vegetation and habitats; and the development or implementation of research and monitoring programmes.

#### **7 MARINE MAMMALS**

- 7.1 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.
- 7.2 The Department will advise the Governance Entity of marine mammal strandings within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area. A co-operative approach will be adopted between the Department and the Governance Entity to management of stranding events, including recovery of bone (including teeth and baleen) for cultural purposes and burial of marine mammals. The Department will make reasonable efforts to inform the Governance Entity before any decision is made to euthanase a marine mammal or gather scientific information.

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- 7.3 Both the Department and the Governance Entity acknowledge the scientific importance of information gathered at strandings. Decisions concerning the exact nature of the scientific samples required and the subsequent disposal of the remains including their availability to the Governance Entity will depend on the species.
- 7.4 If the Governance Entity does not wish to recover bone or otherwise participate the Governance Entity will notify the Department whereupon the Department will take responsibility for disposing of the remains.
- 7.5 Subject to the prior agreement of the relevant operations manager, where disposal of a dead stranded marine mammal is carried out by disposal teams trained by the Governance Entity the Department will meet the reasonable costs incurred up to the estimated costs which would otherwise be incurred by the Department to carry out the disposal.
- 7.6 The Department and the Governance Entity will advise each other of authorised key contact people who will be available at short notice to advise on whether the Governance Entity wishes to be involved in a marine mammal stranding. The persons authorised by the Governance Entity will be authorised to make decisions on whether the Governance Entity will be involved in a marine mammal stranding.
- 7.7 The Department and the Governance Entity will discuss burial sites as part of the disposal process.
- 7.8 Where practicable the Department and the Governance Entity will develop a list of sites that may be used and a list of sites that may not be used for disposing of remains to meet health and safety requirements and avoid the possible violation of tikanga of the iwi and hapū of Te Rohe o Te Wairoa.
- 7.9 The Department acknowledges the existing arrangement it has with Rongomaiwahine / Ngāi Te Rākatō in managing marine mammal stranding in accordance with the Marine Mammals Protection Act 1978, including recovery of bones for cultural purposes and associated burial protocols.

### 8 STATUTORY AUTHORISATIONS

- 8.1 The strategic objectives for the relationship will guide the parties to determine appropriate engagement on Statutory Authorisations within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area.
- 8.2 As part of these strategic objectives, the Governance Entity and the Department will identify categories of statutory authorisations that may impact on the cultural, traditional and/or historic values of the iwi and hapū of Te Rohe o Te Wairoa. These categories will be reviewed on a continuing basis. In the identified categories the Department will advise and encourage all prospective applicants within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area to consult with the Governance Entity before filing their application. The Department will also consult the Governance Entity at an early stage on such categories of authorisations or renewal of authorisations within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area.
- 8.3 As the Department works within time limits to process Statutory Authorisations applications, at the earliest opportunity it will notify the Governance Entity (as part of the meetings

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

referred to in paragraph 3.2) of the time frames for providing advice on impacts on the cultural, spiritual and historic values of the iwi and hapū of Te Rohe o Te Wairoa.

- 8.4 Prior to issuing Statutory Authorisations to carry out activities on land managed by the Department within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area, the Department will encourage communication between the applicant of the statutory authorisation and the Governance Entity;
- 8.5 When issuing or renewing Statutory Authorisations that give authority for other parties to manage land administered by the Department, the Department will:
- a. require the third parties to manage the land according to the standards of conservation best practice;
  - b. encourage third parties to consult with the Governance Entity before using cultural information of the iwi and hapū of Te Rohe o Te Wairoa.
- 8.6 It is expected that the strategic objectives for the relationship will guide the parties to determine potential opportunities for the Governance Entity to obtain Statutory Authorisations on public conservation land within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area. To assist this, wherever possible, the Governance Entity will provide early notice to the Department of where it may seek to obtain a statutory authorisation.

### 9 STATUTORY LAND MANAGEMENT

- 9.1 The strategic objectives for the relationship will guide the parties' engagement on statutory land management activities within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area. The iwi and hapū of Te Rohe o Te Wairoa have an ongoing interest in the range of statutory land management activities that are occurring within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area.
- 9.2 The Department and the Governance Entity will identify the categories of statutory land management activities that have potential to affect the cultural, spiritual, historic values and sites of significance of the iwi and hapū of Te Rohe o Te Wairoa, and where engagement is appropriate. This includes when: the Minister is considering vestings or management appointments for reserves held under the Reserves Act 1977; other management arrangements with third parties; changing reserve classifications; or land disposal.
- 9.3 Before vesting or making an appointment to control and manage a reserve under the Reserves Act for a site of significance to the iwi and hapū of Te Rohe o Te Wairoa, the Department will discuss with the Governance Entity whether it wishes to be given such a vesting or appointment subject to agreed conditions (if any).
- 9.4 The Governance Entity will also provide early notice to the Department if it is interested in becoming an administering body of any reserves administered by the Department or the statutory manager of any marginal strips.
- 9.5 As early as possible, the Department will engage with the Governance Entity if it is considering disposing of Public Conservation Land within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area.



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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

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#### 10 CULTURAL MATERIALS

- 10.1 The Department acknowledges the existing arrangement it has with Ngāti Rakaipaaka to manage the harvesting of kiekie from the Morere Springs Scenic Reserve.
- 10.2 The Department and the Governance Entity will develop and agree a Cultural Materials plan which will provide for the Governance Entity to enable members of the iwi and hapū of Te Rohe o Te Wairoa to take and use plants and plant materials in accordance with the plan.
- 10.3 The plan will:
- a. prescribe streamlined authorisation processes (including multi-site and multi-take permits) for members of the iwi and hapū of Te Rohe o Te Wairoa to take Cultural Materials from public conservation land in the iwi and hapū of Te Rohe o Te Wairoa Agreement Area to the extent permitted by the Conservation Legislation; and
  - b. identify sites, methods, conditions and quantities relating to the multi-site and multi-take permits set out in the plan.
- 10.4 When the Department and the Governance Entity agree on the taking of Cultural Materials under the plan, the Department should issue the required authorisations to the Governance Entity as provided for in the plan.
- 10.5 Appropriate Department experts and experts in mātauranga Māori from the iwi and hapū of Te Rohe o Te Wairoa will take part in developing the Cultural Materials Plan.
- 10.6 The Governance Entity may propose that new species are included in the Cultural Materials Plan on an incremental basis and the Department will engage with the Governance Entity on the feasibility of the proposal.
- 10.7 The Department will engage with the Governance Entity to amend the Cultural Materials Plan:
- a. if an unforeseen event (such as a fire) takes place that affects sites included in the plan;
  - b. 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 conservation land is held; or
  - c. if there is a change in the status of a species under the plan (including if it is classified as threatened or at risk).
- 10.8 The Cultural Materials Plan will be reviewed at least once every five years, but will continue to confer on the Governance Entity the ability to enable members of the iwi and hapū of Te Rohe o Te Wairoa to gather plants and plant materials as contemplated in clause 10.2.
- 10.9 The Department will engage the Governance Entity before undertaking any activity which may affect the ability of members of the iwi and hapū of Te Rohe o Te Wairoa to collect plants or plant materials under the plan.

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- 10.10 The Department acknowledges the investment made by Whakakī-Nui-ā-Rua in establishing a native plant nursery at Whakakī marae to support the restoration of Lake Whakakī and the iwi's economic development aspirations.
- 10.11 The Department will:
- a. engage with the Governance Entity whenever there are requests from other persons to take plants and plant materials from the iwi and hapū of Te Rohe o Te Wairoa Agreement Area;
  - b. if requested by the Governance Entity, assist as far as reasonably practicable, the members of the iwi and hapū of Te Rohe o Te Wairoa to obtain plants for propagation;
  - c. provide, as far as reasonably practicable, ongoing advice to the Governance Entity on the establishment of its own cultivation areas, and managing and propagating plants; and
  - d. waive any authorisation costs for plants or plant materials applications made by the iwi and hapū of Te Rohe o Te Wairoa or its members.
- 10.12 The Department will, as far as reasonably practicable, provide the Governance Entity with access to Cultural Materials, which become available as a result of Department operations such as track maintenance or clearance, or culling of species, or where materials become available as a result of accidental death, through natural causes or otherwise.

### 11 SITES OF SIGNIFICANCE

- 11.1 Both parties recognise that there are wāhi tapu and sites of significance to the iwi and hapū of Te Rohe o Te Wairoa on lands managed under Conservation Legislation.
- 11.2 The Department will work with the Governance Entity to respect the values, tikanga and kaitiakitanga attached to wāhi tapu of the iwi and hapū of Te Rohe o Te Wairoa and other places of significance to the iwi and hapū of Te Rohe o Te Wairoa that have been identified in accordance with clause 9.3 on lands administered by the Department within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area by:
- a. discussing with the Governance Entity practical ways in which the iwi and hapū of Te Rohe o Te Wairoa can exercise kaitiakitanga over ancestral lands, natural and historic resources and other taonga managed by the Department within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area;
  - b. managing, in co-operation with the Governance Entity, sites of historic significance to the iwi and hapū of Te Rohe o Te Wairoa according to standards of conservation practice which care for places of cultural heritage value, their structures, materials and cultural meaning as outlined in the International Council on Monuments and Sites (ICOMOS) New Zealand Charter 1983;
  - c. informing the Governance Entity if koiwi or taonga tūturu are found within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area; and

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- d. assisting in recording and protecting wāhi tapu and other places of cultural significance to the iwi and hapū of Te Rohe o Te Wairoa and seeking to ensure they are not desecrated or damaged.
- 11.3 The Parties will develop a process for advising one another of sites of significance and wāhi tapu. Information relating to sites of significance to the iwi and hapū of Te Rohe o Te Wairoa will be treated in confidence by the Department in order to preserve the wāhi tapu nature of places, unless otherwise agreed by the Governance Entity but subject to the Official Information Act 1981 and other relevant Acts.
- 11.4 The parties will engage each other in relation to recommendations for public conservation lands containing sites of significance that are identified under 9.3 above in the iwi and hapū of Te Rohe o Te Wairoa Agreement Area.

### 12 TE ROHE O TE WAIROA JOINT RESERVES BOARD – MATANGIRAU

- 12.1 As anticipated by clause [65] of the Iwi and Hapū of Te Wairoa Claims Settlement Bill, the parties will discuss, if requested by the iwi and hapū of Te Rohe o Te Wairoa, the potential appointment of the Te Wairoa Reserves Board as the administering body of additional reserves under section 30 of the Reserves Act 1977.
- 12.2 It is recognised that:
  - a. the Minister of Conservation is the statutory decision-maker in relation to the appointment of administering bodies under section 30 of the Reserves Act 1977; and
  - b. the future addition of reserves is subject to funding being available (in the case of Crown owned land, including land vested in Council under section 26 of the Reserves Act or for which the Council has been appointed to control and manage under section 28 of the Reserves Act) and the agreement of Council (in the case of land owned by or vested in the Council, or for which the Council has been appointed to control and manage).

### 13 MORERE SPRINGS SCENIC RESERVE

- 13.1 Consistent with the overlay classification that will apply to the Morere Springs Scenic Reserve, the parties will:
  - a. meet to identify and seek to address issues affecting the iwi and hapū of Te Rohe o Te Wairoa at an early stage (before public consultation, if any, and throughout the process) in the preparation, review or amendment of and Statutory Planning Document covering Morere Springs Scenic Reserve; and
  - b. meet at an early stage of their respective annual business planning processes, to identify and discuss any potential projects to be undertaken jointly or separately that maintain or enhance the values of the Morere Springs Scenic Reserve.

### 14 SPECIES AND HABITAT PROTECTION

- 14.1 The parties share aspirations of protecting ecosystems and indigenous flora and fauna within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area. These aspirations will be reflected in the strategic objectives for the relationship.

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- 14.2 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.
- 14.3 In recognition of the cultural, historic and traditional association of the iwi and hapū of Te Rohe o Te Wairoa with indigenous flora and fauna within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area for which the Department has responsibility, the Department will inform the Governance Entity of the national sites and species programmes on which the Department will be actively working, and provide opportunities for the iwi and hapū of Te Rohe o Te Wairoa to participate in these programmes.

#### 15 PEST CONTROL

- 15.1 Preventing, managing and controlling threats to natural, historic and cultural values from animal and weed pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 15.2 It is envisaged that the strategic objectives for the relationship will determine the strategic outcomes sought from pest control programmes within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area, including:
- a. monitoring and assessment of programmes;
  - b. early engagement with the Governance Entity on pest control activities particularly the use of pesticides within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area;
  - c. co-ordination of pest control where the Governance Entity or representative organisations of the iwi and hapū of Te Rohe o Te Wairoa are the adjoining landowner; and
  - d. provision of information by the Department to the Governance Entity on potential contracting opportunities.
- 15.3 Through the annual business planning process, the parties will create actions to progress these strategic objectives.

#### 16 VISITOR AND PUBLIC INFORMATION

- 16.1 The Department and the Governance Entity wish to share knowledge about natural and historic heritage within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area 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.
- 16.2 The parties also wish to encourage respect for and awareness of the cultural, spiritual, traditional and historic association of the iwi and hapū of Te Rohe o Te Wairoa with the land, waters and indigenous flora and fauna within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area, and their responsibility as kaitiaki under tikanga Māori to preserve, protect, and manage the natural and historic resources within that area.

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

16.3 The parties will do this by:

- a. raising public awareness of positive conservation relationships developed between the parties;
- b. the Governance Entity discussing, as part of the annual business planning process, potential projects involving the placement of Pou on public conservation land;
- c. engaging with each other in the development of other forms of visitor and public information published by either party that relates to the values of the iwi and hapū of Te Rohe o Te Wairoa in land and resources managed under Conservation Legislation, particularly where that information relates to sites of significance and aspirations to the land of the iwi and hapū of Te Rohe o Te Wairoa;
- d. the Department obtaining from the Governance Entity an assurance that information relating to the Governance Entity to be contained in a publication of the Department is accurate and appropriate;
- e. the Department obtaining the consent of the Governance Entity for the disclosure of information received from the Governance Entity relating to values of the iwi and hapū of Te Rohe o Te Wairoa but subject to the Official Information Act 1981 and other relevant Acts; and
- f. engaging with the Governance Entity prior to the use of information about values of the iwi and hapū of Te Rohe o Te Wairoa for new interpretation panels, signs and other visitor publications.

### 17 CONSERVATION ADVOCACY

17.1 From time to time, the Governance Entity and the Department will each have concerns with the effects of activities controlled and managed under the Resource Management Act 1991 and other legislation. The Department's advocacy role includes matters of concern to it under the Resource Management Act. Areas of common concern include:

- a. protection of coastal and marine areas;
- b. protection and maintenance of wetland areas and reserves;
- c. management of rivers, streams and waterways; and
- d. the effects of activities on biodiversity.

17.2 From time to time the parties will seek to identify further issues of likely mutual interest and/or concern for discussion. It is recognised that the Department and the Governance Entity will continue to make separate submissions in any Resource Management Act processes.

### 18 CROSS-ORGANISATIONAL OPPORTUNITIES

18.1 As part of the annual business planning process, the parties will discuss:

- a. opportunities and processes to share scientific and cultural resource and information, including data and research material (including to assist the Governance Entity to exercise their role under the Deed and as kaitiaki);

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

- b. opportunities for developing mutual understanding and developing relationships, with respect to conservation, environmental and cultural matters within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area. Options may include wānanga, education, training, development and secondments;
- c. opportunities to be involved or to nominate individuals to take part in relevant training initiatives run by both parties, including potential opportunities for full time positions, holiday employment or student research projects which may arise within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area. The Governance Entity may propose candidates for these roles or opportunities; and
- d. opportunities for the Department to assist the Governance Entity to build and strengthen their capacity to participate in the annual planning process or other planning processes undertaken by either party; and
- e. staff changes and key contacts in each organisation.

- 18.2 Where appropriate, the Department will consider using individuals from, or entities of, the iwi and hapū of Te Rohe o Te Wairoa as providers of professional services (such as oral history and interpretation projects). Normal conflict of interest processes will be implemented to avoid a perceived or actual conflict of interest.

### 19 DISPUTE RESOLUTION

- 19.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve matters at a local level within a reasonable timeframe to endeavour to find a resolution to the matter.
- 19.2 If this process is not successful, the matter may be escalated to a meeting of the Department's relevant Director of Partnerships and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.
- 19.3 If following the process in clause 14.2 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of mediation are to be split equally between the parties.
- 19.4 If the dispute is not resolved following mediation, and the parties agree that the matter is of such significance that it requires the attention of the Governance Entity and the Minister, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister (or their nominees). The parties acknowledge this measure will be a means of last resort.

### 20 REVIEW AND AMENDMENT

- 20.1 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. If requested by either party, the first review of this Agreement will take place no later than three years after the date this Agreement is signed, and if requested by either party will be reviewed every three years thereafter.

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### 6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

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#### 21 TERMS OF AGREEMENT

- 21.1 This Agreement is entered into pursuant to sections [x] of the [x] Act (the Settlement Legislation) and clause [X] of the Deed of Settlement. The Partnership Agreement does not override or limit:
- a. legislative rights, powers or obligations;
  - b. the functions duties and powers of the Minister of Conservation, Director-General or any other officials or statutory officers of the Department; or
  - c. the ability of the Crown to introduce legislation and change government policy.
- 21.2 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to
- a. land or any other resource held, managed or administered under the Conservation Legislation;
  - b. flora or fauna managed or administered under Conservation Legislation; or
  - c. rights relating to the common marine and coastal areas defined in section 9(1) of the marine and Coastal Areas (Takutai Moana) Act 2011 (section xx).
- 21.3 A breach of this Agreement is not a breach of the Deed of Settlement.
- 21.4 If the Crown breaches this Agreement without good cause, the Governance Entity may:
- a. seek a public law remedy, including judicial review; or
  - b. subject to the Crown Proceedings Act 1950, seek to enforce the Agreement but damages or compensation (with the exception of court costs) may not be awarded.
- 21.5 Clause 16.4 does not apply to any contract entered into between the Department and the Governance Entity, including any independent contract for service or a concession.

#### 22 DEFINITIONS

- 22.1 In this document:

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

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

**Cultural Materials** means plants, plant materials, dead protected wildlife or parts thereof for which the Department is responsible within the iwi and hapū of Te Rohe o Te Wairoa Agreement Area and which are important to Te Wairoa in maintaining and expressing their cultural values and practices;

**Deed of settlement** means the deed of settlement signed by the Crown and the iwi and hapū of Te Rohe o Te Wairoa;

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### 6: PARTNERSHIP 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;

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

**Kaitiaki** means guardian in accordance with tikanga Māori;

**Minister** means the Minister of Conservation;

**Partners** mean the Department of Conservation and the iwi and hapū of Te Rohe o Te Wairoa Governance Entity;

**The iwi and hapū of Te Rohe o Te Wairoa** has the meaning set out in the Deed of Settlement;

**The iwi and hapū of Te Rohe o Te Wairoa Agreement Area** means the area described in Attachment A;

**Statutory Authorisations** 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 Act 1987;

**Tikanga Māori** refers to Māori traditional customs;

**Time Constraints** means any relevant statutory, national programme or project time constraints.



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6: PARTNERSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

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**AGREED** on [ ]

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

**WITNESS:**

Name:

---

Occupation:

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Address:

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**SIGNED** for and on behalf of **THE TRUSTEES OF THE TĀTAU TĀTAU O TE WAIROA TRUST**  
by [the Chair]:

**WITNESS:**

Name:

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Occupation:

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Address:

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## **7 LETTER OF COMMITMENT**

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### 7: LETTER OF COMMITMENT

#### **Letter of Commitment Relating to the Care and Management, Access to and Use, Development and Revitalisation of Iwi and hapū of Te Rohe o Te Wairoa taonga**

#### **The Parties**

1. The parties to this Letter of Commitment (Letter) are:
  - 1.1 Iwi and hapū of Te Rohe o Te Wairoa as represented by the [the iwi and hapū of Te Rohe o Te Wairoa post-settlement governance entity] (governance entity);
  - 1.2 The Department of Internal Affairs Te Tari Taiwhenua (the Department); and
  - 1.3 The Museum of New Zealand Te Papa Tongarewa (Te Papa).
2. A summary of the role and functions of each of the parties is provided in Annex A.

#### **Context**

3. On **XXXXXXX** 20XX the governance entity and the Crown (the parties) signed a Deed of Settlement ("the Deed of Settlement"), settling the historical claims of the iwi and hapū of Te Rohe o Te Wairoa
4. As part of the Treaty settlement, and as recorded in part 5 of the Deed, the Crown acknowledges and supports the desire of iwi and hapū of Te Rohe o Te Wairoa 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, iwi and hapū of Te Rohe o Te Wairoa taonga.

#### **Purpose**

6. The parties are seeking an ongoing relationship which facilitates the care and management, use, development and revitalisation of, and access to taonga of iwi and hapū of Te Rohe o Te Wairoa; whether held by iwi, hapū and whānau of Te Wairoa 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:
  - 7.1. the significance of taonga of iwi and hapū of Te Rohe o Te Wairoa taonga to the maintenance and development of iwi and hapū of Te Rohe o Te Wairoa culture and to enriching the cultural life of New Zealand;
  - 7.2. that taonga of iwi and hapū of Te Rohe o Te Wairoa is held and looked after by iwi, hapū and whānau of Te Wairoa and also by the Crown parties to this Letter;
  - 7.3. iwi and hapū of Te Rohe o Te Wairoa cultural and spiritual authority in relation to taonga of iwi and hapū of Te Rohe o Te Wairoa;

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### 7: LETTER OF COMMITMENT

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- 7.4. that active and meaningful engagement by the Crown parties with the governance entity in the care and management, use, development and revitalisation of, and access to taonga of iwi and hapū of Te Rohe o Te Wairoa is required as agreed in the work plans; and
- 7.5. the need for an enduring and collaborative relationship to be developed between the governance entity and the Crown parties.

#### **Relationship Principles**

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

#### **Effect**

- 9. While the parties acknowledge this Letter is not intended to constitute a contract between the Parties or to be enforceable at law, 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. The governance entity 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 and associated information 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 governance entity in relation to matters consistent with the purpose of this Letter. The work plans may:
  - 12.1. provide the detail of the commitments agreed by the governance entity 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 at a frequency agreed by parties;
  - 12.4. confirm the responsibilities for the various parties in meeting the agreed commitments;

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### 7: LETTER OF COMMITMENT

- 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 (refer to clause 18).
13. Final topics for the work plans will be mutually agreed by the governance entity 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 taonga and associated information and mātauranga of iwi and hapū of Te Rohe o Te Wairoa held by Crown parties
    - a) To provide access, advice and guidance on taonga and cultural heritage issues.
    - b) To work collaboratively with the governance entity, as far as reasonably practicable, to develop and maintain inventories of iwi and hapū of Te Rohe o Te Wairoa taonga.
    - c) To work collaboratively with the governance entity to research iwi and hapū of Te Rohe o Te Wairoa taonga.
    - d) To work with the governance entity to develop metadata of iwi and hapū of Te Rohe o Te Wairoa taonga.
    - e) To work collaboratively with the governance entity on care, management, and storage of taonga.
    - f) To develop mutually beneficial research projects that enhance the understanding of iwi and hapū of Te Rohe o Te Wairoa taonga and culture.
  - 14.2. Sharing knowledge and expertise associated with iwi and hapū of Te Rohe o Te Wairoa 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, iwi and hapū of Te Rohe o Te Wairoa taonga.
    - c) To work together on exhibition planning processes and related activities specific to iwi and hapū of Te Rohe o Te Wairoa taonga.
    - d) To seek advice from the governance entity regarding specific policy and tikanga guidance as it relates to iwi and hapū of o Te Rohe o Te Wairoa taonga.

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14.3. Opportunities for increased learning and capacity building relating to iwi and hapū of Te Rohe o Te Wairoa taonga held by iwi and hapū of Te Rohe o Te Wairoa 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

15.1. Collaborative Care and Management of Taonga

- a) To work with the governance entity to develop processes to record what material relating to iwi and hapū of Te Rohe o Te Wairoa taonga is being accessed from the collections.
- b) To work with the governance entity to develop protocols concerning use of and access to material relating to iwi and hapū of Te Rohe o Te Wairoa taonga.
- c) To work with the governance entity to develop exhibition opportunities relating to iwi and hapū of Te Rohe o Te Wairoa taonga.
- d) To provide the governance entity the opportunity to share their matauranga regarding key activities and events at National Library.

15.2. Sharing knowledge and expertise associated with iwi and hapū of Te Rohe o Te Wairoa taonga.

- a) To share knowledge and expertise on iwi and hapū of Te Rohe o Te Wairoa taonga held overseas.
- b) To broker relationships with New Zealand and international libraries and heritage organisations.

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

15.3. Collaborative Care and Management of Taonga

- a) To work with the governance entity to develop processes to record what material relating to iwi and hapū of Te Rohe o Te Wairoa taonga is being accessed from the collections.
- b) To work with the governance entity to develop protocols concerning use of and access to materials relating to iwi and hapū of Te Rohe o Te Wairoa taonga.

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- c) To consult with the governance entity regarding, and provide the governance entity with the opportunity to acquire, in accordance with section 25 of the Public Records Act 2005, iwi and hapū of Te Rohe o Te Wairoa taonga that is superfluous to the needs of Archives New Zealand.
- d) To develop a process to provide information to the governance entity on the type of research being conducted when iwi and hapū of Te Rohe o Te Wairoa taonga is being accessed.

#### 15.4. Monitoring delivery of service

- a) To develop processes to monitor the effectiveness of the relationship with and services to the governance entity in achieving outcomes mutually agreed in the work plans.

#### 15.5. Analysis and reporting

- a) To prepare and prioritise a list of key questions to ask regularly in written reports to the governance entity which will help Archives New Zealand achieve outcomes mutually agreed in the work plans.

#### 15.6. Advice for public offices and local authorities on access to iwi and hapū of Te Rohe o Te Wairoa taonga.

- a) To consult with the governance entity, and advise public offices and local authorities on best practice in making access decisions for access to iwi and hapū of Te Rohe o Te Wairoa taonga held as public archives and local authority archives.

#### Work Plan Topics Particular to the Department of Internal Affairs Registrar-General Births, Deaths, Marriages, Citizenship, Authentications and Translations (Mauri o te Tangata)

#### 15.7. Collaborative development and maintenance of, iwi and hapū of Te Rohe o Te Wairoa birth, death, marriage, civil union and name change information through:

- a) Facilitating access by the governance entity to registered birth, death and marriage information so that it can identify iwi and hapū of Te Rohe o Te Wairoa births, deaths, marriages, civil unions and name changes for the purposes of historical, demographic and/or health research relating to iwi and hapū of Te Rohe o Te Wairoa.
- b) The timely and accurate registration of iwi and hapū of Te Rohe o Te Wairoa births, deaths, marriages and civil unions on the Registers held and administered by the Registrar-General, in accordance with the provisions of the BDMRR Act.
- c) The collaborative establishment of iwi and hapū of Te Rohe o Te Wairoa birth, death, marriage and civil union registers that will be controlled and administered by the governance entity and which are in addition to the official Registers maintained and administered by the Registrar-General pursuant to the BDMRR Act; and
- d) Working collaboratively to ensure iwi and hapū of Te Rohe o Te Wairoa birth, death, marriage and civil union information is accurate and correct, whether held by the governance entity or the Department.



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#### Work Plan Topics Particular to Te Papa

15.8. To work with the governance entity consistent with the principle of Mana Taonga which:

- a) recognises the whakapapa relationships that exist between taonga and their descendant kin communities (iwi, hapū, whānau).
- 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's collections a special connection to the marae – Rongomaraeroa; and
- c) shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga.

15.9. Collaborative Care and Management of Taonga:

- a) To maintain an inventory of iwi and hapū of Te Rohe o Te Wairoa taonga held at Te Papa.
- b) To provide opportunities to promote iwi and hapū of Te Rohe o Te Wairoa artists at Te Papa.

15.10. To provide the governance entity the opportunity to share their matauranga regarding key activities, processes, exhibitions and events at Te Papa.

- a) To recognise the governance entity as an iwi authority for iwi and hapū of Te Rohe o Te Wairoa in relation to taonga issues, notwithstanding taonga management agreements that may already be in place.
- b) To work with the governance entity regarding, and provide the governance entity with the opportunity to acquire, iwi and hapū of Te Rohe o Te Wairoa taonga that may be deaccessioned by Te Papa.

15.11. Sharing knowledge and expertise associated with the governance entity cultural heritage kaupapa including:

- a) Legislation (e.g. the Protected Objects Act) museum policies and practices.
- b) Visitor market research methodology and data.
- c) Iwi and hapū of Te Rohe o Te Wairoa taonga held overseas.
- d) To actively facilitate the governance entity relationships with New Zealand and international museums, galleries and heritage organisations.
- e) To actively facilitate opportunities for access and reconnection of iwi and hapū of Te Rohe o Te Wairoa taonga through the relationships stated in 15.11 d).

#### **Te Papa: Future Aspirations**

16. In the future Te Papa and the governance entity will work together on agreed initiatives such as the following:

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- 16.1. New Zealand Museum Standards Scheme.
- 16.2. Commercial initiatives.
- 16.3. Exhibition initiatives.

#### **Ongoing Relationships**

- 17. The parties and the governance entity are committed to establishing, maintaining and strengthening positive, cooperative and enduring relationships.
- 18. The parties agree to meet annually upon request from either party or at a mutually agreeable date to review priorities.
- 19. The parties will jointly take responsibility for confirming the date, time, agenda and location of the annual hui.
- 20. Each party will meet its own cost of attending the annual hui.

#### **Communication**

- 21. The parties commit to:
  - 21.1. Maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;
  - 21.2. As far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
  - 21.3. 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;
  - 21.4. As far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and
  - 21.5. Include a copy of the Letter on the Crown parties' websites.

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

- 22. In addition to the specific commitments in this Letter, the Crown parties will consult, wherever practicable, with the governance entity on legislative and policy development or review which potentially affects iwi and hapū of Te Rohe o Te Wairoa taonga and provide for opportunities for the governance entity to contribute to such developments.
- 23. If any of the Crown parties consults with the public or with Māori generally on policy development or any proposed legislative amendment to the statutes under which the Crown parties operate, and which impacts on the purpose of this Letter, the Crown Party shall:
  - 23.1. Notify the governance entity of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;

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- 23.2. Make available to the governance entity the information provided to Māori as part of the consultation process referred to in this paragraph; and
- 23.3. Advise the governance entity of the final outcome of any such consultation.

#### Dispute Resolution

24. 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 the governance entity 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

25. 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.
26. The parties will negotiate any amendments to provisions at this time and may sign a new Letter which will take effect upon signing.

#### Definitions

<b>“Letter”</b>	means Letter of Commitment
<b>“Crown parties”</b>	The Crown agencies responsible for the National Library, Archives New Zealand, Births, Deaths and Marriages and Te Papa Tongarewa are for the purposes of this Letter of Commitment referred to as the “Crown parties”. A summary of the role and functions of each of the parties is provided in Annex A.
<b>“National Library”</b>	includes the Alexander Turnbull Library.
<b>“Taonga”</b>	Taonga includes but is not limited to artefacts, modified human remains, manuscripts, archives, records, information and data, including multi-media formats such as sound, still and moving images. Te Papa includes natural environment collections in its definition of taonga.
<b>“Inventories”</b>	means list of information
<b>“Deaccessioned”</b>	the permanent removal of an item from the collections of Te Papa

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7: LETTER OF COMMITMENT

Chairperson  
**Tātau Tātau o Te Wairoa 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**

##### **Department of Internal Affairs (Te Tari Taiwhenua)**

1. 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.
2. 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 Affairs, Racing, Local Government, the Community and Voluntary sector including the Office for the Community and Voluntary Sector, National Library, Archives New Zealand and the Government Chief Information Office.
3. The Minister of Internal Affairs oversees the Government's ownership interests in the Department which encompass its strategy, capability, integrity and financial performance.
4. The Department:
  - (a) provides direct services to people, communities and government;
  - (b) provides policy advice to government;
  - (c) regulates peoples activity, encourages compliance and enforces the law
  - (d) monitors performance; and
  - (e) currently employs staff in a number of cities and towns in New Zealand, Sydney and London.
5. 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 the trustees of the Tātai Tātau Te Wairoa Trust.

##### ***National Library of New Zealand (Te Puna Mātauranga o Aotearoa)***

6. The National Library of New Zealand is set up under the National Library of New Zealand (Te Puna Mātauranga o Aotearoa) Act 2003. Under section 7 of the Act, the purpose of the National Library is to enrich the cultural and economic life of New Zealand and its interchanges with other nations by, as appropriate:
  - (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.
7. The Alexander Turnbull Library forms part of the National Library. Under section 12 of the Act, the purposes of the Alexander Turnbull Library are:

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- (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 Kāwanatanga)***

- 8. The Public Records Act 2005 sets out the functions of the Chief Archivist and the role of the archives repository, Archives New Zealand.
- 9. 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 iwi and hapū of Te Rohe o Te Wairoa. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
- 10. 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.
- 11. 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 same.
- 12. 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.
- 13. 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.

#### ***Births, Deaths, Marriages, Citizenship, Authentications and Translations (Mauri o te Tangata)***

- 14. Births, Deaths, Marriages Citizenship, Authentications and Translations (BDMCAT) registers and maintains records for key life events. They also issue certificates and other documents to help New Zealanders access services in New Zealand and abroad.

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1. *Recording life events:*

- register and maintain New Zealand birth, death, marriage and civil union information
- administer New Zealand citizenship, as set out in the Citizenship Act 1977 and the Citizenship (Western Samoa) Act 1982
- record approx 160,000 life event registrations annually, including:
  - 60,000 births
  - 40,000 new citizens
  - 30,000 relationships
  - 30,000 deaths.
- appoint marriage and civil union celebrants
- register change of name by statutory declaration
- citizenship ceremonies and congratulatory messages.

2. *Issuing certificates:*

- provide access to life event information by issuing up to 310,000 certificates and 30,000 printouts including
  - Birth
  - Death
  - Marriage
  - Civil Union
  - Name Change
  - Certificate of no impediment
  - Citizenship Certificates (including denials and confirmations)
  - Authentication certificates and e-apostiles
- produce certified translations.

3. *Facilitating access internationally:*

- issue certificates of no impediment for people who wish to marry overseas
- advise on the authentication and apostille processes
- maintain the register of government and notarial signatures
- translation services to other government agencies, organisations and the public, including design of foreign language web and paper publications.

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

15. The Museum of New Zealand Te Papa Tongarewa, also known as Te Papa, was established by statute in 1992, replacing the former National Museum and National Art Gallery. Its purpose, as stated in the Act, is to "provide a forum in which the nation may present, explore, and preserve both the heritage of its cultures and knowledge of the natural environment in order to better understand the past, enrich the present and meet the challenges of the future".
16. The Museum of New Zealand Te Papa Tongarewa Act defines Te Papa's functions as to:
- (a) collect works of art and items relating to history and the natural environment
  - (b) be an accessible national depository for collections of art and items relating to history and the natural environment

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### 7: LETTER OF COMMITMENT

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- (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.
17. In performing its functions Te Papa must:
- (a) have regard to the ethnic and cultural diversity of the people of New Zealand, and the contributions they have made and continue to make to New Zealand's cultural life and the fabric of New Zealand society
  - (b) endeavour to ensure both that the Museum expresses and recognises the mana and significance of Māori, European and other major traditions and cultural heritages and that the Museum provides the means for every such culture to contribute effectively to the Museum as a statement of New Zealand's identity
  - (c) endeavour to ensure that the Museum is a source of pride for all New Zealanders.

#### Core Values

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

#### Strategic Direction

19. Te Papa's vision for the future is: e huri ngākau ana - changing hearts, e huri whakaaro ana - changing minds, and e huri oranga ana - changing lives. The Museum's role is to act as a



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forum for change in Aotearoa New Zealand. It is to help people form ideas about the world, through experiencing and sharing different perspectives, so that they can take action from an informed position.

20. At the heart of Te Papa's vision and long-term strategy are the philosophies of, Mana Taonga, Museology and Learning.

#### **Mana Taonga**

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

#### **Museology**

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

#### **Learning**

23. Te Papa encourages experimentation that allows us to try new ideas and generate new knowledge, upon which we reflect and adapt our beliefs and actions, change behaviours and enhance our performance.
24. The aim is that all experiences in Te Papa engage and inspire people, and help them to learn how they can have a positive impact on Aotearoa New Zealand and the world.
25. In developing the vision and long-term strategy, Te Papa recognises that it is operating in a dynamic and diverse country. All Te Papa's activities are informed by an awareness of the value and significance of Tangata Whenua and all other peoples who have made Aotearoa New Zealand home.
26. The strategic priorities outlined below present the greatest opportunity for effecting change. They also identify how Te Papa itself will develop and change in order to achieve its vision.

#### **Strategic priorities**

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

## **8 LETTER OF RECOGNITION**

Date

Name

Address

Address

City

Tēnā koe [name]

## **IWI AND HAPŪ OF TE ROHE O TE WAIROA FISHERIES LETTER OF RECOGNITION**

This letter sets out how the Ministry for Primary Industries (the Ministry) and the iwi and hapū of Te Rohe o Te Wairoa will work constructively together to fully implement the Crown's obligations arising from the 1992 Fisheries Deed of Settlement and the Deed of Settlement signed between the Crown and iwi and hapū of Te Rohe o Te Wairoa on [date].

### **Tangata whenua input and participation**

The Fisheries Act 1996 provides for the input and participation of tangata whenua, being iwi and hapū, into certain sustainability matters and decisions that concern fish stocks and the effects of fishing on the aquatic environment. The Fisheries Act 1996 also provides that the responsible Minister, the Minister for Primary Industries (the Minister), must have particular regard to kaitiakitanga when making decisions on those matters.

### **Recognition of the iwi and hapū of Te Rohe o Te Wairoa as tangata whenua**

The Ministry will recognise the iwi and hapū of Te Rohe o Te Wairoa as tangata whenua within their Area of Interest, and acknowledge that the iwi and hapū of Te Rohe o Te Wairoa have a special relationship with, and an interest in, the sustainable utilisation of all species of fish, aquatic life, and seaweed administered under the Fisheries Act 1996, within their Area of Interest.

The Ministry will also acknowledge that the iwi and hapū of Te Rohe o Te Wairoa also have a customary, non-commercial interest in all species of fish, aquatic life, and seaweed administered under the Fisheries Act 1996, within their Area of Interest.

### **Appointment as an advisory committee to the Minister for Primary Industries**

The Minister will appoint the iwi and hapū of Te Rohe o Te Wairoa governance entity as an advisory committee under section 21 of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995. Appointing the iwi and hapū of Te Rohe o Te Wairoa governance entity 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 the iwi and hapū of Te Rohe o Te Wairoa and agreed to by the Ministry of Primary Industries prior to the appointment of the governance entity 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

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### 8: LETTER OF RECOGNITION

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 (FMA) forums and the development of FFPs. This will help iwi bring together their commercial, non-commercial, and other fisheries goals at a forum level.

#### **Iwi and hapū of Te Rohe o Te Wairoa involvement in Iwi Fisheries Plans and National Fisheries Plans**

The Ministry can ensure that the iwi and hapū of Te Rohe o Te Wairoa governance entity has the opportunity to contribute to the development of an Iwi Fisheries Plan and FFP, which the Ministry may assist in developing. This will ensure that the iwi and hapū of Te Rohe o Te Wairoa fisheries management objectives and priorities are given visibility and appropriate consideration in the development of any relevant FFP.

The Ministry can also ensure that the iwi and hapū of Te Rohe o Te Wairoa governance entity has an opportunity to participate in and contribute to any future engagement process, which may be developed at a regional level or national level, provided that these processes are adopted to allow for the input and participation of tangata whenua into fisheries processes, within the iwi and hapū of Te Rohe o Te Wairoa Area of Interest.

#### **Rāhui**

The Ministry recognises that rāhui is a traditional use and management practice of the iwi and hapū of Te Rohe o Te Wairoa, and may be put in place within the Area of Interest by the iwi and hapū of Te Rohe o Te Wairoa governance entity.

The Ministry and the iwi and hapū of Te Rohe o Te Wairoa acknowledge that a traditional rāhui placed by the governance entity over their 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. The iwi and hapū of Te Rohe o Te Wairoa undertakes to inform the Ministry of the placing and the lifting of a rāhui by the governance entity over their customary fisheries, and the reasons for the rāhui.

The Ministry undertakes 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 iwi and hapū of Te Rohe o Te Wairoa governance entity over their customary fisheries.

Naku noa na,

#### **Ben Dalton**

Deputy Director-General  
Sector Partnerships & Programmes  
Ministry for Primary Industries

**9                    TRIPARTITE RELATIONSHIP AGREEMENT**

RELATIONSHIP AGREEMENT

BETWEEN

THE TRUSTEES OF THE TĀTAU TĀTAU O TE WAIROA TRUST

and

WAIROA DISTRICT COUNCIL

and

HAWKE'S BAY REGIONAL COUNCIL

1. STATEMENT OF VALUES OF THE PARTIES

**Iwi and Hapū of Te Rohe o Te Wairoa**

- 1.1 **Mana motuhake:** he mana heke mai i ngā tīpuna tō mātau; he mana anō tō te Karauna – respect for the authority and autonomy of the parties and their individual roles and responsibilities.
- 1.2 **Manaakitanga:** emphasise behaviours and activities that are mana enhancing toward others including generosity, care, respect and reciprocity.
- 1.3 **Wairuatanga/Mauri:** acknowledging and understanding the existence of mauri and a spiritual dimension to life and to the world that requires regular attention and nourishment.
- 1.4 **Kaitiakitanga:** recognising the role of iwi and hapū as tangata whenua and as stewards and guardians of ngā taonga tuku iho, including the natural and physical environment and resources, te reo Māori/tikanga Māori/mātauranga Māori, and the health and well-being of people and communities.
- 1.5 **Kotahitanga:** recognising and enhancing a unity of purpose and direction where all are able and encouraged to contribute.
- 1.6 **Te Kawa o Te Wairoa:** recognising the customary philosophies and practices of the Wairoa iwi and hapū.
- 1.7 **Mana whenua:** recognising the role Wairoa iwi and hapū have as stewards and tangata whenua of those customary roles through whakapapa and maintenance of te ahi kā roa.
- 1.8 **Kanohi e kitea:** the importance of engaging with Wairoa iwi and hapū.

9: TRIPARTITE RELATIONSHIP AGREEMENT

- 1.9 **Kōrero pono:** kia tika te kōrero, kaua e huna – open, honest and transparent communication.

**Hawkes Bay Regional Council Purpose, Vision and Values**

1.10 **HBRC purpose**

Hawke's Bay Regional Council has a long term focus and exists because of a statutory role in four core functions –

- Natural resource knowledge and management
- Natural hazard assessment and management
- Regional strategic planning
- Regional scale infrastructure and services.

1.11 **HBRC vision**

A region with a vibrant community, a prosperous economy, a clean and healthy environment, now and for future generations.

1.12 **HBRC values**

- Excellence – we aim high and take pride in providing an exceptional service
- Forward thinking – we anticipate and prepare for the future
- Innovation – we are open to change and seek new ways of doing things
- Integrity – we demonstrate openness, honesty and respect in our relationships
- Partnerships – we build strong partnerships to achieve common goals.

2. **PURPOSE**

2.1 The purpose of this relationship agreement is to:

- a. establish a framework for a positive and enduring relationship between the parties; and
- b. collaborate on matters of mutual interest to the parties within the Area of Interest contained in the Iwi and Hapū of Te Rohe o Te Wairoa Deed of Settlement (the **Area of Interest**), including but not limited to:
  - i. to acknowledge and provide for the mana rangatiratanga of the iwi and hapū of Te Rohe o Te Wairoa within the Area of Interest;
  - ii. to acknowledge and provide for the traditional, cultural, spiritual and historical relationships of the iwi and hapū of Te Rohe o Te Wairoa with the Area of Interest, particularly their lands and waterways;
  - iii. improving opportunities for the iwi and hapū of Te Rohe o te Wairoa to contribute to local government decision making processes; and

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### 9: TRIPARTITE RELATIONSHIP AGREEMENT

- iv. the development, implementation and review of strategies, policies and plans under relevant statutory frameworks.

#### 3. RELATIONSHIP PRINCIPLES

- 3.1 In implementing the Agreement, the three parties agree to act consistently with the following relationship principles:
  - a. recognise and acknowledge that the parties benefit from working together by sharing their vision, knowledge and expertise;
  - b. maintain a collaborative relationship that reflects true partnership;
  - c. work together in an open, honest, transparent, cooperative and mutually respectful manner;
  - d. agree that principles of manaakitanga, kaitiakitanga and rangatiratanga will underpin their relationship;
  - e. commitment to working strenuously and in good faith to resolve any disagreements that may arise;
  - f. acknowledge that the relationship is evolving, not prescribed; and
  - g. respect the independence of the parties and their individual mandates, roles and responsibilities.
- 3.2 This relationship agreement is intended to further enhance the existing relationships between the Hawke's Bay Regional Council, Wairoa District Council and the trustees of the Tātau Tātau o Te Wairoa Trust. Nothing in this agreement displaces existing arrangements between the parties or relationships either Council currently has with any of the iwi and hapū represented by trustees of the Tātau Tātau o Te Wairoa Trust, or the obligations of either Council under the RMA.

#### 4. APPLICATION

- 4.1 The three parties will meet regularly (at least quarterly) to foster an informed and early understanding of issues and assist a co-ordinated strategic response.
- 4.2 The three parties will have an open door approach so issues that arise between the quarterly meetings can be quickly brought to the other parties' attention.
- 4.3 Where an issue relates to two of the three parties, the parties concerned will meet as early as possible to respond to the issue.
- 4.4 The three parties will develop policy and make ongoing management decisions within their respective areas of responsibility with an understanding of this agreement and the vision, priorities and expectations of the three organisations.



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### 9: TRIPARTITE RELATIONSHIP AGREEMENT

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#### 5. COMMUNICATION

- 5.1 The parties will establish and maintain effective and efficient communication on a continuing basis through:
- a. meetings;
  - b. the exchange of information;
  - c. maintaining information on each other's respective office holders, and their addresses and contact details; and
  - d. informing relevant Council and the trustees of the Tātau Tātau o Te Wairoa Trust staff of the contents of this relationship agreement.

#### 6. MEETINGS

- 6.1 Before each meeting, representatives of each party will agree administrative arrangements for the meeting.
- 6.2 It is expected that that each party has appropriate representation in terms of seniority and relevance. The number of attendees of each meeting shall be within reasonable limits.
- 6.3 At least one of the meetings each year must be a Chairs Forum. The Chairs Forum shall be attended by:
- a. at least two Councillors and the Chief Executive of each Council; and
  - b. in the case of the Hawke's Bay Regional Council the elected representative for the Wairoa constituency should be one of the councillors attending;
  - c. at least two trustees and the Chief Executive of the Tātau Tātau o Te Wairoa Trust.
- 6.4 The agenda for each meeting will be agreed between the parties no later than ten working days before the meeting.
- 6.5 Having regard to the purpose and principles of this agreement, agenda items will include, as required:
- a. any strategy, planning and policy developments of interest to the trustees of the Tātau Tātau o Te Wairoa Trust and/or the Councils;
  - b. annual planning and priority setting;
  - c. management of water bodies, waterways and Council-owned sites in the Area of Interest;

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- d. implementation of Te Tiriti o Waitangi/the Treaty of Waitangi provisions in the RMA;
  - e. the work and effectiveness of the Hawke's Bay Regional Planning Committee; and
  - f. any other matters of mutual interest.
- 6.6 Each party will meet the costs and expenses of its representatives attending relationship meetings.
- 6.7 Other meetings may be held from time to time as agreed by all parties.

### 7. CAPACITY BUILDING

- 7.1 The trustees of the Tātau Tātau o Te Wairoa Trust and the Councils will work together under this Relationship Agreement to increase the capacity of the Councils, the iwi and hapū of Te Rohe o Te Wairoa and the trustees of the Tātau Tātau o Te Wairoa Trust to give effect to this Relationship Agreement, which shall include:
- a. training for Councillors and Council staff on:
    - i. the tikanga and values of the iwi and hapū of Te Rohe o Te Wairoa in relation to the Area of Interest;
    - ii. Councils' Treaty of Waitangi responsibilities under relevant statutory frameworks;and how those matters should form part of the Council's processes;
  - b. training for Council staff on sites of significance to the iwi and hapū of Te Rohe o Te Wairoa;
  - c. training for the Tātau Tātau o Te Wairoa Trust's staff and the iwi and hapū of Te Rohe o Te Wairoa on Council processes and other matters (including, but not limited to, consenting and planning processes, monitoring and health and safety).

### 8. SITES OF SIGNIFICANCE

- 8.1 The parties will develop a process for advising one another of sites of significance and wāhi tapu.
- 8.2 The Councils will work with the trustees of the Tātau Tātau o Te Wairoa Trust to respect the values, tikanga and kaitiakitanga attached to wāhi tapu and sites of significance of the iwi and hapū of Te Rohe o Te Wairoa. This will include informing the trustees of the Tātau Tātau o Te Wairoa Trust if koiwi or taonga tūturu are found within the iwi and hapū of Te Rohe o Te Wairoa Area of Interest.

**9: TRIPARTITE RELATIONSHIP AGREEMENT**

**9. AMENDMENT**

- 9.1 The parties may agree in writing to vary or terminate the provisions of this relationship agreement.

Signed by:

Trustees of the Tātau Tātau o Te Wairoa Trust

Wairoa District Council representatives

Hawke's Bay Regional Council representatives

## **10 SOCIAL AND ECONOMIC REVITALISATION STRATEGY**

## TE WAIROA REGION: SOCIAL AND ECONOMIC REVITALISATION STRATEGY 2015-2055

### Overarching goal and/or vision statement

To transform the social and economic circumstances of Te Wairoa to ensure that the people of Te Wairoa become well housed, achieve and maintain good health, have good educational, employment, and economic development opportunities and have access to good social support so that the iwi and hapū of Te Rohe o Te Wairoa may move towards their vision of Mana Motuhake and manage their own affairs to the maximum practical extent.

### Parties

- Trustees of the Tātau Tātau o Te Wairoa Trust
- The Ministry for Primary Industries
- The Ministry for Business, Innovation and Employment
- The Ministry of Social Development
- The Ministry of Education
- Te Puni Kōkiri

### Context

Te Tira Whakaemi o Te Wairoa (Te Tira) comprises whānau, hapū and iwi who whakapapa primarily to the ancestral waka Tākitimu, with strong links also to the waka Kurahaupō. Te Tira representation is clustered and comprises iwi and hapū such as Rongomaiwahine (including Ngāi Te Rākatō), Ngāti Rākaipaaka, the hapū of Ngāti Kahungunu ki Te Wairoa (including those within Te Wairoa Tapokorau and Ngā Tokorima a Hinemanuhiri), and Ngāti Hine, Ngāti Hinepua, Ngāi Te Ipu and Ngāi Tahu Matawhāiti.

The iwi and hapū under the umbrella of Te Tira represent those who hold interests in Te Rohe Pōtae o Te Wairoa. The western boundary extends up to the Huiarau Range and includes lands and resources in parts of Te Urewera Waitangi Tribunal Inquiry District, namely Lake Waikaremoana and the land blocks, Waikaremoana, Manuoha, Pāharakeke, Tāhora, Waipaoa, Waiau, Tukurangi, Taramarama and Ruakituri. The northern boundary extends into the Gisborne Waitangi Tribunal Inquiry District, namely the Wharerata Forest and Te Puringa block (also known as Te Manga-o Pūraka). The eastern boundary follows the coastline from Paritū, taking in the Mahia Peninsula and Waikawa (Portland Island) and continues southward, passing the Wairoa River until it reaches the Waihua River, marking the southern boundary. It then returns inland through Ōhinepaaka (present day Cricklewood) to the Waiau River, where it meets the western boundary.

In 2002, a number of hapū and iwi of the Wairoa District came together at Rangiāhua marae to work together in resolving Treaty of Waitangi claims in the Wairoa District. Importantly, they came together first and foremost as whanaunga. Regardless of Treaty claims, they are and will continue to be closely related through shared ancestry. The approach made it possible to deal with the Crown policy of only negotiating with what it called “large natural groupings”. This approach was the genesis of Te Tira. For the following three years, the group discussed fully which pathway to follow to resolve claims before finally deciding on direct negotiations in 2005.

Key milestones for Te Tira since then:

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10: SOCIAL AND ECONOMIC REVITALISATION STRATEGY

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- successfully seeking a mandate to negotiate in 2009;
- Crown recognition of the deed of mandate in 2011;
- agreeing on the terms of negotiation with the Crown in 2012;
- entering into negotiations with the Crown in 2013; and
- signing an agreement in principle with the Crown in 2014.

The overarching goal for Te Tira outlined in the deed of mandate is to advance, restore and secure the economic and social well-being of the iwi and hapū of Te Rohe o Te Wairoa as a whole and to ensure that assets received from any settlement are protected and well managed for future generations.

**Status of the Social Economic Revitalisation Strategy**

This Social Economic Revitalisation Strategy (**SERS**) is a relationship instrument from the Crown. It sets out processes and action points that will guide future working relationships between selected Crown ministries (the parties) and Te Tira. This document is collaboration between the Crown and Te Tira.

The parties have signed this SERS in the context of the negotiations for a proposed Treaty settlement between the Crown and the iwi and hapū of Te Rohe o Te Wairoa. The Crown through the parties will use its best endeavours to uphold and fulfil the commitments it undertakes in this SERS. Notwithstanding this and for the avoidance of doubt:

- a) the SERS does not override or limit:
  - i. any legal rights or obligations of the parties including legislative rights, powers or obligations;
  - ii. the obligations on District Health Boards, as described in the New Zealand Public Health and Disability Act 2000;
  - iii. the functions, duties and powers of the relevant Ministers, Chief Executives, and any Ministry officials, or statutory officers;
  - iv. the ability of the Government to introduce legislation and change Government policy; and
  - v. the ability for the Crown to interact or consult with any other person, including any iwi, hapu, marae, whanau or their representative;
- b) the SERS does not affect or replace any existing arrangements in place between the parties, and Te Tira; and
- c) the SERS does not have the effect of granting, creating, or providing evidence of an estate or interest in, or rights relating to, land or any resource including intellectual property held, managed or administered by the Crown or Te Tira.

The commitments under the SERS are limited to the extent that they are within the capability and resources of the parties and Te Tira. The SERS is not legally binding on the Crown (including the parties) or Te Tira. The parties and Te Tira recognise that in order to achieve the actions points, deliberate steps will be required, including the allocation of appropriate

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**10: SOCIAL AND ECONOMIC REVITALISATION STRATEGY**

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resources. The Crown and Te Tira are committed to taking such steps on an ongoing basis, and will not adopt measures which would prejudice the achievement of action points or progress already made without prior consultation, and prior consideration of all reasonable alternatives.

The SERS is to be to the mutual benefit of the Crown and Te Tira. It is expected that innovations in the Wairoa rohe will provide the opportunity for the parties to learn new ways to improve services to Māori and all New Zealanders.

It is intended that at appropriate future times by agreement between the parties and Te Tira, further Ministries and Departments which are able to contribute to the betterment of Te Tira will be added to this SERS.

**Overarching objectives**

The objectives of the Social and Economic Revitalisation Strategy are to:

- provide a framework for the Crown to partner with the iwi and hapū of Te Rohe o Te Wairoa to identify and fulfil opportunities to promote the economic and social well being of Te Wairoa and the wider region;
- enable the iwi and hapū of Te Rohe o Te Wairoa to support and contribute to the social and economic development of Te Wairoa and the wider region;
- develop and implement a plan for the transformation of the social and economic circumstances of the iwi and hapū of Te Rohe o Te Wairoa.

These objectives support and enhance the aspirations of the iwi and hapū of Te Rohe o Te Wairoa to:

- secure the freedom to determine how they will live; raise their whānau; keep traditions alive; celebrate who they are; and preserve and maintain their language and cultural values;
- build the capability and capacity to invigorate unity, prosperity and interdependence. that will support the creation of communal responsibility, employment, wealth opportunities and a desirable lifestyle for all the people of the iwi and hapū of Te Rohe o Te Wairoa;
- design infrastructural development, resulting in improved governance and management; modernised systems, procedures and processes; Tribal centres for strategic operations; effective service provision and delivery; inter-rohe coordination and shared policy programming.

**Shared principles**

The principles that will guide the relationship between parties are:

## 10: SOCIAL AND ECONOMIC REVITALISATION STRATEGY

- **Mana motuhake:** he mana heke mai i ngā tīpuna tō mātau; he mana anō tō te Karauna – respect for the authority and autonomy of the parties and their individual roles and responsibilities; and
- **Whanaungatanga:** he mana tō tēnā, tō tēnā – respect for the historical and current relationships which bind us collectively, including respect and recognition of our whakapapa, mandates and accountabilities; and
- **Anga whakamua – kia puāwai, kia tutuki ngā wawata:** ‘he manako te koura e kore ai’ – be forward looking and seek to achieve results that benefit our people, recognising and accepting that this will require commitment and action; and
- **Manaakitanga:** emphasise behaviour and activities that are mana enhancing toward others including generosity, care, respect and reciprocity

The Crown acknowledges the Mana Motuhake of the iwi and hapū of Te Rohe o Te Wairoa and the parties support the iwi and hapū of Te Rohe o Te Wairoa’s mission for Mana Motuhake and their vision of their tikanga, including:

- **Te kawa o Te Wairoa:** recognising the customary philosophies and practices of the iwi and hapū of Te Rohe Pōtae o Te Wairoa; and
- **Mana whenua:** recognising the role the iwi and hapū of Te Rohe o Te Wairoa have as stewards of those customary roles through whakapapa and maintenance of te ahi kā roa; and
- **Kanohi e kitea:** the importance of engaging with iwi and hapū of Te Rohe o Te Wairoa; and
- **Kōrero Pono:** kia tika te kōrero, kua e huna – open, honest and transparent communication.

### Planning/Monitoring/Evaluation

The Crown and Te Tira will agree priorities and specific goals every five years for as long as the SERS is in place.

The Crown will, in consultation with Te Tira, prepare an annual plan that will set out specific actions to be taken to give effect to the agreed goals and priorities.

The Crown will, in consultation with Te Tira, prepare an annual report on progress towards achieving the overarching goal of the SERS. The annual report will:

- report on progress towards specific goals identified as part of the five-yearly planning processes under the SERS;
- identify any obstacles to achieving those goals and propose measures to address those obstacles; and
- provide disaggregated data relevant to the social and economic circumstances of the people of the iwi and hapū of Te Rohe o Te Wairoa.



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**10: SOCIAL AND ECONOMIC REVITALISATION STRATEGY**

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The SERS implementation team will meet every three months over the first three years of the SERS and every six months after that.

The SERS governance team will meet annually to receive the annual report and adopt the annual plan. Every five years, the governance team will review the SERS itself and agree new priorities and specific goals, which will be formally adopted at its annual meeting that year.

**Resolution of matters**

If either the parties between themselves, or the parties and Te Tira consider that action points under the SERS are not being met adequately, then the aggrieved party will advise the other of its concern and they then agree to work together in good faith to try to resolve the matter.

If they cannot resolve the issue immediately they undertake to elevate it to their respective Chief Executives who will work together to resolve the matter.

The Crown understands that these provisions will operate as a code for the resolution of issues and that it will not initiate any other action without first entering into and completing these processes in good faith.

**Communication and consultation**

In the spirit of honest and open communication the parties and Te Tira will operate a “no surprises” policy. This means that in respect of this SERS they will consult when the confidentiality of material is unclear. They will inform each other of media approaches when they happen, or soon after, and generally keep each other informed and up to date as to events. By preference all media releases and statements will be by mutual agreement.

**Limits of strategy**

The commitments under the five year action plan set out in the SERS are limited to the extent that they are within the capability, legal powers and resources of Te Tira and the relevant agency. Notwithstanding those possible limitations, within the spirit of this SERS the parties and Te Tira will, when effective to do so, provide further detailed plans in order to give the fullest possible effect to the action points contained in this SERS.

**Review**

The SERS involves a long-term relationship between the parties and Te Tira. It will be reviewed after every five year period. The nature of the review will be agreed between the lead agency and Te Tira closer to the time, but is likely to cover such things as:

- progress in implementing SERS actions, achieving SERS goals and lifting social outcomes;
- the health of the relationship between the parties and Te Tira and any improvements needed; and
- new actions and relationship initiatives that need to be taken over the next five years.

## **11 ENCUMBRANCES FOR LICENSED LAND**

## DOCUMENTS

## 11: ENCUMBRANCES FOR LICENSED LAND

Approved by Registrar-General of Land under No. 2007/6225

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

Land registration district



BARCODE

Grantor

Surname(s) must be underlined or in CAPITALS.

Patunamu Forest Limited

Grantee

Surname(s) must be underlined or in CAPITALS.

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

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

Attestation

	Signed in my presence by the Grantor
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
Signature [common seal] of Grantor	Address

	Signed in my presence by the Grantee
	Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed)
	Witness name
	Occupation
Signature [common seal] of Grantee	Address

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

[Solicitor for] the Grantee

If the consent of any person is required for the grant, the specified consent form must be used.

## 11: ENCUMBRANCES FOR LICENSED LAND

of pages

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or In gross)
Right of Way	[to be inserted]	[to be inserted]	In gross

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

[the provisions set out in Annexure Schedule 2].

[Annexure Schedule 2]

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## DOCUMENTS SCHEDULE

### 11: ENCUMBRANCES FOR LICENSED LAND

Approved by the Registrar-General of Land under number 2003/5041

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*Continue in additional Annexure Schedule, if required.*

#### 1 DEFINITIONS AND CONSTRUCTION

##### 1.1 Definitions:

In this Easement Instrument, unless the context otherwise requires:

["**Crown Forestry Licence**" means a Crown forestry licence granted under section 14 of the Crown Forest Assets Act 1989;

"**Crown Forestry Licensee**" means the Licensee under a Crown Forestry Licence over the Grantor's Land and includes the successors and assigns of the Crown Forestry Licensee;]

*[These definitions will be omitted if there is no Crown Forestry Licence at the time the easement is granted]*

"**Her Majesty the Queen** in right of New Zealand acting by and through the Minister of Conservation" includes the servants, tenants, agents, workmen, licensees and invitees of the Minister but does not include members of the general public.

##### 1.2 Construction

In the construction of this Easement Instrument unless the context otherwise requires:

1.2.1 the headings and sub-headings appear as a matter of convenience and shall not affect the construction of this Easement Instrument;

1.2.2 references to clauses and the Schedule are to the clauses and the Schedule of this Easement Instrument;

1.2.3 references to any statute, regulation or other statutory instrument or bylaw shall be deemed to be references to the statute, regulation, instrument or bylaw as from time to time amended and includes substituted provisions that substantially correspond to those referred to; and

1.2.4 the singular includes the plural and vice versa, and words importing any gender include the other genders.

#### 2 GRANT OF ACCESS RIGHTS

2.1 The Grantor hereby grants to the Grantee a right of way in gross over that part of the Grantor's Land shown marked [insert details] together with the rights and powers set out in Schedule Four

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.



## DOCUMENTS SCHEDULE

### 11: ENCUMBRANCES FOR LICENSED LAND

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of the Land Transfer Regulations 2002 except to the extent that they are modified, varied or negated by the terms and conditions set out in this Easement Instrument.

2.2 In consideration of the Grantor agreeing to enter into this Easement Instrument the Grantee shall duly observe the obligations imposed on it under this Easement Instrument.

### 3 OBLIGATIONS OF THE GRANTEE

The rights and powers conferred under clause 2 are granted subject to the following conditions and obligations:

3.1 The Grantee shall when passing or repassing over the Grantor's Land:

- 3.1.1 wherever possible, remain on the roads and tracks constructed on the Grantor's Land and when on those roads or tracks comply with all traffic laws and regulations as are applicable to public roads;
- 3.1.2 not use or cause to be used either any tracked vehicle or any other class of vehicle which has been reasonably prohibited by the Grantor;
- 3.1.3 take all due care when taking any welding equipment over the Grantor's Land and shall not use or operate or cause to be used or operated any welding equipment on the Grantor's Land without the prior written permission of the Grantor;
- 3.1.4 immediately after passing through any gates on the Grantor's Land, close such of them as were closed and lock such of them as were locked immediately before such passing through;
- 3.1.5 take all reasonable and proper precautions for guarding against any danger (including, but without limitation, fire, physical damage, disease or the spread of noxious weeds and pests) either on the Grantor's Land, on any surrounding or adjoining land, forest or water, or to any forest produce on the Grantor's Land, and in particular shall (but without limiting the general obligation to take reasonable and proper precautions pursuant to this clause 3.1.5):
  - (a) comply strictly with all reasonable conditions that may be imposed from time to time by the Grantor or other lawful authority; and

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(b) not use or operate any vehicle or machinery unless it is provided with safe and sufficient means of preventing the escape of sparks or flames.

- 3.2 Subject to clauses 3.7 and 3.8, the Grantee shall, at its cost, repair to the satisfaction of the Grantor, any of the Grantor's roads, tracks, fences, gates, drains, buildings or other structures which are damaged by the Grantee.
- 3.3 The Grantee shall annually pay to the Grantor a proportion of the cost of maintenance of any of the roads or tracks on the Grantor's Land commensurate with the use made by the Grantee of such roads or tracks **PROVIDED THAT** the Grantee shall not be liable to contribute towards the cost of repairing any damage to a road or track which was the sole result of the Grantor's negligent use of that track or road.
- 3.4 The Grantee shall not exhibit any notice or sign on the Grantor's Land without the prior written consent of the Grantor as to the style, content, wording, size and location of the notice or sign (which consent shall not be unreasonably or arbitrarily withheld) provided that this clause 3.4 shall not prevent the Grantee from displaying temporary operational signs necessary for the health and safety of road users. Such temporary operational signs are to be consistent with the standards set by the New Zealand Transport Agency and must be removed when the operation has been completed.
- 3.5 The Grantee will ensure, at all times, in the exercise of the rights set out in this Easement Instrument that its agents, employees or contractors will not obstruct or hamper the Grantor or its agents, employees and contractors, in its or their normal or reasonable use of the Grantor's Land.
- 3.6 Subject to clauses 3.7 and 3.8, in the event that the Grantor's roads, tracks and structures are not of sufficient standard for the use to be made of them by the Grantee, then any necessary improvements and maintenance shall be at the sole cost of the Grantee.
- 3.7 When carrying out any repairs, maintenance or improvements to a road under clauses 3.2 and 3.6, the Grantee shall not:
- 3.7.1 widen the road; or
- 3.7.2 alter the location of the road; or
- 3.7.3 alter the way in which the run-off from the road is disposed of; or

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3.7.4 change the nature of the road surface; or

3.7.5 park or store equipment or material on the Grantor's Land,

without the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.8 The Grantee shall not erect any structures on the Grantor's Land or make any additions or alterations to existing structures or replace such structures unless the Grantee has obtained the Grantor's prior written consent, such consent not to be unreasonably withheld or delayed.

3.9 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 forest produce on the Grantor's Land nor shall the Grantee authorise such cutting down, pulling out, digging up, use, burning, removal or other disposal of any forest produce without the prior written approval of the Grantor.

3.10 The Grantee shall not, without the prior written approval of the Grantor, carry or discharge any firearm, missile or other offensive weapon, or kill or trap any animals or birds, over or on the Grantor's Land, nor shall the Grantee authorise such carrying, discharging, killing, or trapping without the prior written approval of the Grantor.

3.11 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 Easement Instrument.

#### 4 GRANTOR'S RIGHTS

The Grantor reserves the right at any time or times hereafter to erect, renew, and maintain gates together with all necessary fittings and fixtures across any road or track on the Grantor's Land, but so that such gates when opened shall leave a clear space of a width not less than five (5) metres for passage **PROVIDED THAT** the Grantor shall furnish at the expense of the Grantee, keys to any locks fitted to any of the said gates.

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### 11: ENCUMBRANCES FOR LICENSED LAND

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#### 5 COSTS

The Grantee shall be liable to the Grantor for any reasonable costs or expenses, including reasonable legal costs, incurred by the Grantor arising from or incidental to the preparation, registration and enforcement of any provision in this Easement Instrument.

#### 6 LICENCE *[this clause will be omitted if there is no crown forestry licence at the time this easement is granted]*

The Grantor and the Grantee record that at the time that the easement is granted there is a Crown Forestry Licence in respect of the Grantor's Land and this Easement Instrument is entered into subject to, and does not override the terms of, the Crown Forestry Licence as at the date of this Easement Instrument.

#### 7 ASSIGNMENT

7.1 The Grantee may assign its rights and obligations under this Easement Instrument to any one of the following who acquires land for an estate or interest in land from the Grantee and requires rights under this Easement Instrument as the means of providing reasonable access to that land:

7.1.1 any Crown entity as defined in section 2(1) of the Public Finance Act 1989;

7.1.2 any State enterprise as defined in section 2 of the State-Owned Enterprises Act 1986;

7.1.3 any person who holds the land in trust for the Grantee; or

7.1.4 any other person with the prior consent of the Grantor, which shall not be unreasonably withheld.

7.2 As from the date of assignment the Grantee shall cease to have any liability whatsoever in respect of this Easement Instrument and the Grantor agrees to release the Grantee from all obligations under this Easement Instrument from that date, but only if the assignee enters into a deed of covenant with the Grantor agreeing to be bound by the terms of this Easement Instrument from the date of release of the Grantee.

#### 8 DELEGATION

All rights, benefits, and obligations of a party to this Easement Instrument arising under this Easement Instrument may be exercised by a person duly appointed by that party **PROVIDED THAT** the exercise of any such rights, benefits, or obligations by that duly appointed person shall

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not limit the liability of either party in the performance or observance of the provisions of this Easement Instrument.

#### 9 NOTICES

9.1 Any notices to be given by one party under this Easement Instrument to the other shall be in writing and shall be forwarded by either delivering or posting it to the addressee at the appropriate address set out below or to such address notified by the addressee in writing to the other party at:

9.1.1 the Grantor's address as set out in paragraph 1 of the First Schedule; and

9.1.2 the Grantee's address as set out in paragraph 2 of the First Schedule.

9.2 Any notice posted shall be deemed to be served four (4) working days after the date of posting.

#### 10 SEVERABILITY

If any part of this Easement Instrument is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Easement Instrument which shall remain in full force.

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Continuation of "Attestation"

Signed for and on behalf of  
**PATUNAMU FOREST LIMITED** as  
Grantor by:

*In the presence of:*

Name:  
Occupation:  
Address:

Signed for and on behalf of **HER  
MAJESTY THE QUEEN** as Grantee  
by

**Operations Manager (East Coast)**  
acting for the Minister of Conservation  
under delegated authority pursuant to  
sections 57 and 58 of the  
Conservation Act 1987 and section 41  
of the State Sector Act 1988

*In the presence of:*

Name:  
Occupation:  
Address:

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## DOCUMENTS SCHEDULE

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**1 GRANTOR'S ADDRESS:**

Patunamu Forest Limited

*[insert address details]*

**2 GRANTEE'S ADDRESS:**

Department of Conservation  
Lower North Island Region

*[insert address details]*

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

## **12 CONSTITUTION FOR PATUNAMU FOREST LIMITED**

# Constitution

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Patunamu Forest Limited

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Date:

## CONSTITUTION OF PATUNAMU FOREST LIMITED

### 1 INTERPRETATION

#### 1.1 Definitions

In this Constitution, unless the context otherwise requires:

*Act* means the Companies Act 1993;

*Affiliate* means any entity which, in relation to any Shareholder concerned:

- (a) is a holding company or a subsidiary of that Shareholder or another subsidiary of that holding company;
- (b) is any company, body corporate, trust, limited partnership, person or partnership where 50% or more of the votes exercisable, directly or indirectly, at a meeting or partners meeting, or more than 50% of the profits of which, are controlled, or received, directly or indirectly, by that Shareholder; or
- (c) is any company, body corporate, trust, limited partnership, person or partnership which, directly or indirectly, controls, is controlled by or is under common control of or with the Shareholder;

*Alternate Director* means a person appointed to be the alternate of a Director pursuant to clause 18.1;

*Board* means Directors who number not less than the required quorum acting together as the board of directors of the Company;

*Business Day* means a day (other than a Saturday or Sunday) on which banks are open for business in Hawkes Bay;

*Class* means a class of Shares having attached to them identical rights, privileges, limitations and conditions;

*Company* means Patunamu Forest Limited;

*Constitution* means this constitution, as altered from time to time;

*Director* means a person appointed as a director of the Company;

*Interested* has the meaning set out in section 139 of the Act (and *Interest* shall be interpreted accordingly);

*Ordinary Resolution* means a resolution passed by a simple majority of the votes of Shareholders entitled to vote and voting on the resolution;

*Personal Representative* means:

## DOCUMENTS SCHEDULE

### 12: CONSTITUTION

- (a) in relation to a deceased individual Shareholder, the executor, administrator or trustee of the estate of that Shareholder;
- (b) in relation to a bankrupt individual Shareholder, the assignee in bankruptcy of that Shareholder; and
- (c) in relation to any other individual Shareholder, a person appointed or deemed to have been appointed to administer property under the Protection of Personal and Property Rights Act 1988, a manager appointed or deemed to have been appointed thereunder, and a donee of an enduring power of attorney complying with that Act;

*Representative* means a person appointed as a proxy or representative under clause 14 or a Personal Representative;

*Share* means a share issued, or to be issued, by the Company;

*Shareholder* means a person whose name is entered in the Share register as the holder for the time being of one or more Shares;

*Shareholders' Agreement and Trust Deed* means the deed of that name entered into on or about the time of incorporation of the Company between the Shareholders at that time and the Company;

*Special Resolution* means a resolution passed by a majority of 75% or more of the votes of those Shareholders entitled to vote and voting on the resolution; and

*Unanimous Resolution* means a resolution passed by the affirmative vote of all of the Shareholders.

#### 1.1 Construction

In this Constitution, unless the context otherwise requires:

- (a) the headings appear as a matter of convenience and shall not affect the construction of this Constitution;
- (b) in the absence of an express indication to the contrary, references to clauses or paragraphs are to clauses and paragraphs of this Constitution;
- (c) a reference to any statute, statutory regulations or other statutory instrument includes the statute, statutory regulations or instrument as from time to time amended or re-enacted or substituted;
- (d) the singular includes the plural and vice versa and one gender includes the other genders;
- (e) the words *written* and *writing* include facsimile communications and any other means of communication resulting in permanent visible reproduction;
- (f) the word *person* includes any association of persons whether corporate or unincorporate, and any state or government or department or agency thereof, whether or not having separate legal personality; and
- (g) words or expressions defined in the Act have the same meaning in this Constitution.

**2 GENERAL**

**2.1 Shareholders' Agreement and Trust Deed Prevails**

This Constitution is subject to the provisions of the Shareholders' Agreement and Trust Deed and, except to the extent that there would be a breach of the Act, the Shareholders' Agreement and Trust Deed overrides this Constitution in the event of any inconsistency between the two.

**2.2 Companies Act 1993**

The Company, the Board, each Director and each Shareholder have the rights, powers, duties and obligations set out in the Act except to the extent that they are negated or modified by the Constitution.

**3 RIGHTS ATTACHING TO SHARES**

The Shares held by a Shareholder confer on the holder the right to:

- (a) vote on a poll at a meeting of the Shareholders on any resolution, including any resolution to:
  - (i) appoint or remove a Director or auditor;
  - (ii) adopt a constitution;
  - (iii) alter the Company's constitution;
  - (iv) approve a major transaction;
  - (v) approve an amalgamation of the Company under section 221 of the Act; or
  - (vi) put the Company into liquidation;
- (b) a share in dividends authorised by the Board equal to the share of each other Shareholder in the dividends;
- (c) a share in the distribution of the surplus assets of the Company equal to the share of each other Shareholder in the surplus assets; and
- (d) receive notice of and attend every meeting of Shareholders.

**4 ISSUE, CONSOLIDATION, SUBDIVISION AND REPURCHASE OF SHARES**

**4.1 Issue of New Shares**

Subject to the approval of a Unanimous Resolution, the Board may issue further Shares in the Company (including different Classes of Shares) which:

- (a) rank equally with, or in priority to, existing Shares;
- (b) have deferred, preferred or other special rights or restrictions, whether as to voting rights or distributions or otherwise;
- (c) confer preferential rights to distributions of capital or income;

**12: CONSTITUTION**

- (d) confer special, limited or conditional voting rights;
- (e) do not confer voting rights; or
- (f) are redeemable in accordance with section 68 of the Act.

**4.2 Consolidation and subdivision of Shares**

The Board may:

- (a) consolidate and divide the Shares or Shares of any Class in proportion to those Shares or the Shares in that Class; or
- (b) subdivide the Shares or Shares of any Class in proportion to those Shares or the Shares in that Class.

**4.3 Bonus issues**

The Board may resolve to apply any amount which is available for distribution to Shareholders either:

- (a) in paying up in full Shares or other securities of the Company to be issued credited as fully paid to:
  - (i) the Shareholders who would be entitled to that amount if it were distributed by way of dividend, and in the same proportions; and
  - (ii) if applicable, the holders of any other securities of the Company who are entitled by the terms of issue of those securities to participate in bonus issues by the Company, whether at the time the bonus issue is made to the Shareholders, or at some time later, in accordance with their respective entitlements; or
- (b) in paying up any amount which is unpaid on any Shares held by the Shareholders referred to in paragraph (a)(i),

or partly in one way and partly in the other.

**4.4 Shares in lieu of dividends**

The Board may exercise the right conferred by section 54 of the Act to issue Shares to any Shareholders who have agreed to accept the issue of Shares, wholly or partly, in lieu of proposed dividends or proposed future dividends.

**4.5 Share repurchases**

The Company may purchase or otherwise acquire Shares issued by it from one or more Shareholders and hold its own Shares.

**5 ALTERATION OF SHAREHOLDERS' RIGHTS**

Any action affecting the rights, privileges, limitations or conditions attached to any Shares by this Constitution, the Act, or the terms on which the Shares were issued, must be approved by a Unanimous Resolution.

**6 SHARE CERTIFICATES**

**6.1 Issue of share certificates**

The Company may issue Share certificates in respect of all or any Shares and must, within 20 Business Days after receiving an application by a Shareholder, send to that Shareholder a Share certificate, in accordance with section 95 of the Act.

**6.3 Replacement Share certificates**

The Company:

- (a) may issue a replacement certificate for any Share certificate that is worn out or defaced; and
- (b) shall issue a replacement Share certificate for one that has been lost or destroyed,

subject to satisfactory proof of that fact, payment of the reasonable expenses of the Company and, if so required by the Board, an appropriate indemnity being given to the Company.

**7 TRANSFER OF SHARES**

**7.1 Permitted Transfers**

- (a) With the exception of 7.1(b), a Shareholder may only transfer legal or beneficial ownership of its Shares (or any of them) with the approval of a Unanimous Resolution.
- (b) A Shareholder may transfer legal or beneficial ownership of its Shares (or any of them) to any Affiliate of the Shareholder.
- (c) The transfer of legal or beneficial ownership of Shares in accordance with 7.1(a) or 7.1(b) is subject to:
  - (i) execution by the transferee of a deed under which the transferee binds itself to compliance with the terms of this Deed; and
  - (i) the Company being notified in writing prior to, or as soon as reasonably practicable after, the transfer.

**7.2 Transferor to remain holder until registration**

The transferor of a Share shall remain the holder of the Share until the name of the transferee is entered in the Share register.

**7.3 Form of transfer**

Every instrument of transfer of Shares shall comply with the following provisions:

- (a) the form of the instrument of transfer shall be any usual or common form or any other form which the Board may approve;
- (b) the instrument of transfer must be signed or executed by or on behalf of the transferor; and

**12: CONSTITUTION**

- (c) where the Shares being transferred are not fully paid up, the instrument of transfer must also be signed or executed by or on behalf of the transferee.

**7.4 Power to refuse to register**

The Board may decline to register any transfer of Shares where:

- (a) the Company has a lien on any of the Shares;
- (b) the Shares are not fully paid up;
- (c) the transfer is in breach of the Shareholders' Agreement and Trust Deed; or
- (d) the transfer is not accompanied by the certificate (if any) for the Shares to which it relates or other evidence as the Board may reasonably require to show the right of the transferor to make the transfer,

provided that the Board resolves to exercise its powers under this clause within 30 Business Days after receipt of the relevant transfer and notice of the resolution is sent to the transferor and to the transferee within five Business Days of the resolution being passed by the Board.

**7.5 Registration of transfers**

Every instrument of transfer shall be delivered to the Company's Share register, together with the Share certificate (if any) for the Shares to be transferred. If there is no Share certificate for those Shares or if the Share certificate has been lost, damaged or destroyed, the transferee shall provide such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

**7.6 Power to divide Share register**

The Share register may be divided into two or more registers kept in different places.

**7.7 Transfer of securities other than Shares**

This clause 7 shall also apply to transfers of securities of the Company other than Shares with any necessary modifications.

**8 EXERCISE OF POWERS OF SHAREHOLDERS**

**8.1 Methods of holding meetings**

A meeting of Shareholders may be held either:

- (a) by a number of Shareholders, who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or
- (b) if determined by the Board, by means of audio, or audio and visual, communication by which all Shareholders participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

**8.2 Exercise of power by meeting or written resolution**

A power reserved to the Shareholders by the Act or by this Constitution may be exercised either:

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- (a) at a meeting of Shareholders; or
- (b) by a resolution in writing signed in accordance with section 122 of the Act.

**8.3 Powers of Shareholders**

Unless otherwise specified in the Act or this Constitution any power reserved to Shareholders may be exercised and any approval of Shareholders may be given by Ordinary Resolution.

**9 MEETINGS OF SHAREHOLDERS**

**9.1 Annual meetings**

Subject to clause 9.3, the Company shall hold an annual meeting not later than:

- (a) six months after the balance date of the Company or, if the Company is an *exempt company* (as that term is defined in the Financial Reporting Act 1993) and all the Shareholders agree, ten months after the balance date of the Company; and
- (b) fifteen months after the previous annual meeting.

**9.2 Time and place of annual meeting**

Each annual meeting shall be held at such time and place as the Board appoints.

**9.3 Resolution in lieu of annual meeting**

It is not necessary for the Company to hold an annual meeting if everything required to be done at the meeting (by resolution or otherwise) is done by resolution in writing signed in accordance with section 122 of the Act.

**9.4 Special meetings**

All meetings other than annual meetings shall be called special meetings.

**9.5 Calling of special meetings**

A special meeting:

- (a) may be called by the Board at any time; and
- (b) shall be called by the Board on the written request of a Shareholder.

**10 NOTICE OF MEETINGS OF SHAREHOLDERS**

**10.1 Written notice**

Written notice of the time and place of a meeting of Shareholders must be sent to every Shareholder entitled to receive notice of the meeting and to every Director and the auditor of the Company (if any) not less than 10 Business Days before the meeting.

**10.2 Contents of notice**

The notice must state:

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- (a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Shareholder to form a reasoned judgment in relation to it; and
- (b) the text of any Special Resolution or Unanimous Resolution to be submitted to the meeting.

**10.3 Irregularity in notice**

An irregularity in a notice of a meeting is waived if all the Shareholders entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Shareholders agree to the waiver. The accidental omission to give a notice of a meeting to, or the non-receipt of a notice of a meeting by, any person will not invalidate the proceedings at the meeting.

**10.4 Adjourned meetings**

If a meeting of Shareholders is adjourned for less than 30 days it is not necessary to give notice of the time and place of the adjourned meeting other than by announcement at the meeting which is adjourned.

**11 CHAIRPERSON OF MEETINGS OF SHAREHOLDERS**

**11.1 Chairperson of the Board to act**

If the Directors have elected a chairperson of the Board, and the chairperson of the Board is present at a meeting of Shareholders, that Director must chair the meeting.

**11.2 Other chairperson**

If no chairperson of the Board has been elected or if at any meeting of Shareholders the chairperson of the Board is not present within 15 minutes of the time appointed for the commencement of the meeting or the chairperson is unwilling or unable to act, the Directors present, if any, may elect one of their number to be chairperson of the meeting. If no Director is willing to act as chairperson or if no Director is present within 15 minutes of the time appointed for the commencement of the meeting, the Shareholders present may choose one of their number to be chairperson.

**11.3 Adjourned meetings**

The chairperson may, and if directed by the meeting must, adjourn the meeting to a new time and place. No business can be transacted at any adjourned meeting other than unfinished business at the original meeting.

**11.4 Regulation of procedure**

Subject to the provisions of the Act, and except as otherwise provided in this Constitution, the chairperson may regulate the proceedings at meetings of Shareholders.

**11.5 No casting vote**

The chairperson does not have a casting vote.



## **12 QUORUM FOR MEETINGS OF SHAREHOLDERS**

### **12.1 Quorum required**

Subject to clause 12.3 no business may be transacted at a meeting of Shareholders if a quorum is not present.

### **12.2 Size of quorum**

A quorum for a meeting of Shareholders is present if two or more Shareholders, or their Representatives, are present.

### **12.3 Lack of quorum**

If a quorum is not present within 30 minutes after the time appointed for the meeting:

- (a) in the case of a meeting called by the Board on the written request of Shareholders under section 121(b) of the Act, the meeting is dissolved; or
- (b) in the case of any other meeting, the meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time, and place as the Directors may appoint and if, at the adjourned meeting, a quorum is not present within 30 minutes after the time appointed for the commencement of the meeting, the meeting will be adjourned to the same day in the following week at the same time and place, or to such other date, time, and place as the Directors may appoint until such time as there is a quorum.

## **13 VOTING AT MEETINGS OF SHAREHOLDERS**

### **13.1 Meetings in one place**

In the case of a meeting of Shareholders held under clause 8.1(a), unless a poll is demanded, voting at the meeting shall be by whichever of the following methods is determined by the chairperson:

- (a) voting by voice; or
- (b) voting by show of hands.

### **13.2 Audio-visual meetings**

In the case of a meeting of Shareholders held under clause 8.1(b), unless a poll is demanded, voting at the meeting shall be by the Shareholders signifying individually their assent or dissent by voice.

### **13.3 Postal votes**

Unless the Board determines otherwise, Shareholders may not exercise the right to vote at a meeting by casting postal votes. If the Board determines that Shareholders may exercise the right to vote at a meeting by casting postal votes, the procedures in relation to postal voting shall be those set out in clause 7 of the First Schedule to the Act together with any other procedures determined by the Board.

**13.4 Number of votes**

- (a) Where voting is by voice or a show of hands, every Shareholder present in person or by Representative has one vote.
- (b) On a poll, every Shareholder present in person or by Representative has one vote.

**13.5 Declaration of chairperson conclusive**

A declaration by the chairperson that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded in accordance with clause 13.6.

**13.6 Right to demand poll**

At a meeting of Shareholders a poll may be demanded by:

- (a) a Shareholder; or
- (b) the chairperson.

For the purposes of this clause, the instrument appointing a proxy to vote at a meeting of the Company confers authority to demand or join in demanding a poll and a demand by a person as proxy for a Shareholder has the same effect as a demand by the Shareholder.

**13.7 Time of demand for poll**

A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.

**13.8 Timing of poll**

The chairperson may determine the time and manner in which a poll is to be taken and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

**13.9 Counting of votes on poll**

If a poll is taken, votes must be counted according to each Shareholder present in person or by Representative and voting.

**13.10 Votes of joint holders**

Where two or more persons are registered as the holder of a Share, the vote of the person named first in the Share register and voting on a matter must be accepted to the exclusion of the votes of the other joint holders.

**13.11 Validity of votes**

In the case of any dispute as to the admission or rejection of a vote the chairperson shall determine the same and such determination made in good faith shall be conclusive.

**13.12 No vote if amounts unpaid**

No Shareholder shall be entitled to vote at any meeting in respect of Shares on which any call or other money are due and unpaid.

**14 PROXIES AND CORPORATE REPRESENTATIVES**

**14.1 Proxies permitted**

A Shareholder may exercise the right to vote either by being present in person or by proxy. A proxy for a Shareholder is entitled to attend and be heard at a meeting of Shareholders as if the proxy were the Shareholder.

**14.2 Form of proxy**

A proxy must be appointed by notice in writing signed by the Shareholder and the notice must state whether the appointment is for a particular meeting or a specified term.

**14.3 Lodging proxy**

No proxy is effective in relation to a meeting unless the proxy form is produced before the start of the meeting.

**14.4 Validity of proxy vote**

A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental disorder of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, if no written notice of such death, mental disorder, revocation, or transfer has been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**14.5 Corporate Representatives**

A body corporate which is a Shareholder may appoint a Representative to attend a meeting of Shareholders on its behalf in the same manner as that in which it could appoint a proxy. A corporate Representative shall have the same rights and powers as if the Representative were a proxy.

**15 MINUTES OF SHAREHOLDER MEETINGS**

The Board must ensure that minutes are kept of all proceedings at meetings of Shareholders. Minutes which have been signed correct by the chairperson are prima facie evidence of the proceedings.

**16 SHAREHOLDER PROPOSALS**

**16.1 Notice to the Board**

A Shareholder may give written notice to the Board of a matter the Shareholder proposes to raise for discussion or resolution at the next meeting of Shareholders at which the Shareholder is entitled to vote.

**16.2 Notice to Shareholders at Company's expense**

If the notice is received by the Board not less than 20 Business Days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, at the expense of the Company, give notice of the Shareholder proposal and

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the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

**16.3 Notice to Shareholders at proposing Shareholder's expense**

If the notice is received by the Board not less than five Business Days and not more than 20 Business Days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, at the expense of the Shareholder, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

**16.4 Late notice**

If the notice is received by the Board less than five Business Days before the last day on which notice of the relevant meeting of Shareholders is required to be given by the Board, the Board must, if practicable, and at the expense of the Shareholder, give notice of the Shareholder proposal and the text of any proposed resolution to all Shareholders entitled to receive notice of the meeting.

**16.5 Proposing Shareholder's right to give written statement**

If the Directors intend that Shareholders may vote on the proposal they must give the proposing Shareholder the right to include in or with the notice given by the Board a statement of not more than 1,000 words prepared by the proposing Shareholder in support of the proposal, together with the name and address of the proposing Shareholder.

**16.6 Defamatory, frivolous or vexatious statements**

The Board is not required to include in or with the notice given by the Board:

- (a) any part of a statement prepared by a Shareholder which the Directors consider to be defamatory (within the meaning of the Defamation Act 1992), frivolous, or vexatious; or
- (b) any part of a proposal or resolution prepared by a Shareholder that the directors consider to be defamatory (within the meaning of the Defamation Act 1992).

**16.7 Deposit of costs by proposing Shareholder**

Where the costs of giving notice of the Shareholder proposal and the text of any proposed resolution are required to be met by the proposing Shareholder, the proposing Shareholder must, on giving notice to the Board, deposit with the Company or tender to the Company a sum sufficient to meet those costs.

**17 APPOINTMENT AND REMOVAL OF DIRECTORS**

**17.1 Number**

The number of Directors is four.

**17.2 Initial Directors**

On incorporation of the Company the persons named in the Application for Registration of the Company as the first Directors of the Company shall be deemed to have been appointed pursuant to this Constitution.

**17.3 Appointment and removal**

Each Shareholder may by notice in writing to the Company:

- (a) appoint such number of Directors as is specified in the Shareholders' Agreement and Trust Deed; and
- (b) remove and replace any Director appointed by that Shareholder.

**17.4 Vacation of office**

A Director shall cease to hold office as a Director if the Director:

- (a) becomes bankrupt or makes an arrangement or compromise with the Director's creditors generally;
- (b) becomes disqualified from being a Director pursuant to section 151 of the Act;
- (c) resigns from office by notice in writing to the Company; or
- (d) is removed from office pursuant to this Constitution or the Act.

**18 ALTERNATE DIRECTORS**

**18.1 Appointment**

Each Director may from time to time appoint any person to be the Director's Alternate Director. No Director may appoint a deputy or agent otherwise than by way of appointment of an Alternate Director.

**18.2 Form of appointment and removal**

Any appointment or removal of an Alternate Director must be by notice in writing to the Company signed by the relevant Director and countersigned by or on behalf of the Shareholder who appointed the relevant Director.

**18.3 Rights of Alternate Director**

Each Alternate Director will be entitled to:

- (a) receive notices of all meetings of the Board if the Alternate Director is in New Zealand and the Director for whom the Alternate Director is alternate is known to be either outside of New Zealand or otherwise unavailable to attend meetings;
- (b) attend and vote at any such meeting at which the Director for whom the Alternate Director is alternate is not personally present; and

in the absence of the Director who appointed the Alternate Director, perform all the functions, and exercise all the powers, of that Director.

**18.4 Remuneration and expenses**

Each Alternate Director's:

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- (a) remuneration (if any) must be paid by the Director who appointed the Alternate Director; and
- (b) expenses incurred in attending meetings of the Directors and otherwise in relation to the discharge of duties will be paid by the Company.

**18.5 Cessation of appointment**

An Alternate Director will cease to be an Alternate Director:

- (a) if the Director who appointed the Alternate Director ceases to be a director or revokes the appointment; or
- (b) on the occurrence of any event relating to the Alternate Director which, if the Alternate Director were a Director, would disqualify the Alternate Director from being a Director.

**19 POWERS OF DIRECTORS**

**19.1 Management of Company**

The business and affairs of the Company shall be managed by, or under the direction or supervision of, the Board.

**19.2 Exercise of powers by Board**

The Board may exercise all the powers of the Company which are not required, either by the Act or this Constitution, to be exercised by the Shareholders.

**19.3 Delegation of powers**

The Board may delegate to a committee of Directors, a Director, an employee of the Company, or to any other person, any one or more of its powers, other than a power set out in the Second Schedule to the Act.

**19.4 Appointment of attorney**

The Company may exercise the power conferred by section 181 of the Act to appoint a person as its attorney, either generally or in relation to a specified matter. Any such power of attorney may contain such provisions for the protection of persons dealing with the attorney as the Board thinks fit, and may also authorise any attorney to delegate all or any of the powers, authorities and discretions vested in the attorney.

**19.5 Ratification by Shareholders**

Subject to the provisions of section 177 of the Act (relating to ratification of directors' actions) the Shareholders, or any other person in whom a power is vested by this Constitution or the Act, may ratify the purported exercise of that power by a Director or the Board in the same manner as the power may be exercised. The purported exercise of a power that is ratified under this clause is deemed to be, and always to have been, a proper and valid exercise of that power.

**20 PROCEEDINGS OF THE BOARD**

**20.1 Methods of holding meetings**

A meeting of the Board may be held either:

- (a) by a number of the Directors who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
- (b) by means of audio, or audio and visual, communication by which all the Directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.

**20.2 Notice of meeting**

A Director or, if requested by a Director to do so, an employee of the Company approved by the Board for this purpose, may convene a meeting of the Board. Notice of a meeting of Directors must be given to:

- (a) every Director who is in New Zealand; and
- (b) any Alternate Director who is in New Zealand who is an alternate of a Director who is known to be either outside of New Zealand or otherwise unavailable to attend the meeting.

**20.3 Waiver of irregularity**

An irregularity in a notice of meeting is waived if all the Directors entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity or if all Directors entitled to receive notice of the meeting agree to the waiver.

**20.4 Quorum**

A quorum for a meeting of the Board requires at least one Director appointed by each Shareholder to be present.

**20.5 Insufficient number of Directors**

The Directors may act notwithstanding any vacancy in their body, but if and for so long as a Shareholder has no Director appointed by them, the continuing Directors may act for the purpose of summoning a meeting of Shareholders, but for no other purpose.

**20.6 Chairperson**

The Directors may elect one of their number as chairperson of the Board and determine the period for which the chairperson is to hold office. If the chairperson cannot attend any particular meeting, the chairperson may designate another person (who must be a Director or an Alternate Director) to act in the chairperson's place. If no chairperson is elected, or if at any meeting the chairperson is not present within 15 minutes after the time appointed for the commencement of the meeting and the chairperson has not designated another person to act in his or her place, the Directors present may choose one of their number to be chairperson of the meeting.

**20.7 Votes**

Every Director has one vote. In the case of an equality of votes, the chairperson will not have a casting vote. A resolution of the Board is passed if it is agreed to by all Directors present without dissent or a majority of the votes cast on it are in favour of it. A Director present at a meeting of the Board is presumed to have agreed to, and to have voted in favour of, a resolution of the Board unless that Director expressly dissents or expressly abstains from voting on, or votes against, the resolution. A Director may exercise a vote for any absent Director appointed by the same Shareholder.

**20.8 Resolutions in writing**

A resolution in writing, signed or assented to by all Directors is as valid and effective as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents (including facsimile or other similar means of communication) in like form, each signed or assented to by one or more Directors.

**20.9 Minutes**

The Board must ensure that minutes are kept of all proceedings at meetings of the Board.

**20.10 Rights of and representative for other Patunamu claimants**

- (a) The provisions of this clause 20.10 apply while the Crown is a Shareholder, despite anything in the preceding subclauses of this clause 20.
- (b) Unless and until the other Patunamu claimants are entitled as a Shareholder to appoint a Director:
  - (i) the other Patunamu claimants must be given the same notice of the meeting or the proposal to pass the resolution as is given to each Director; and
  - (ii) the other Patunamu claimants are to be given the opportunity, through a representative, to attend and speak at the meeting or comment on the resolution before it is passed (but not vote); and
  - (iii) unless the other Patunamu claimants have consented in writing, no irregularity in notice of the meeting can be waived.
- (c) In this clause 20.10, other Patunamu claimants means Ngāti Ruapani ki Waikaremoana and any other claimants with well-founded historical Treaty claims to the Patunamu Forest land, as may be determined by the Waitangi Tribunal under the Treaty of Waitangi Act 1975.

**20.11 Other procedures**

Except as set out in this clause 20, the Board may regulate its own procedure. The provisions of the Third Schedule of the Act shall not apply to proceedings of the Board except to the extent that those provisions are included in this Constitution.



**21 DIRECTORS' INTERESTS**

**21.1 Disclosure of Interests**

A Director shall comply with the provisions of section 140 of the Act (relating to disclosure of Interest of directors) but failure to comply with that section does not affect the operation of clause 21.2.

**21.2 Personal involvement of Directors**

Notwithstanding any rule of law or equity to the contrary, but subject to sections 107(3) and 141 of the Act (relating to avoidance of transactions in which a Director is Interested) and section 199(2) of the Act (prohibiting a director from acting as auditor of a company), a Director may:

- (a) contract with the Company in any capacity;
- (b) be a party to any transaction with the Company;
- (c) have any direct or indirect personal involvement or Interest in any transaction or arrangement to which the Company is a party or in which it is otherwise directly or indirectly interested or involved;
- (d) become a Director or other officer of, or otherwise Interested in, any company promoted by the Company or in which the Company may be directly or indirectly interested as a shareholder or otherwise; and
- (e) retain any remuneration, profit or benefits in relation to any of the foregoing,

and no contract or arrangement of any kind referred to in this clause may be avoided by reason of a Director's Interest.

**21.3 Interested Directors may vote**

A Director who is Interested in a transaction entered into, or to be entered into, by the Company may:

- (a) vote on any matter relating to the transaction;
- (b) attend a meeting of the Board at which any matter relating to the transaction arises and be included among the Directors present at the meeting for the purposes of a quorum;
- (c) sign a document relating to the transaction on behalf of the Company; and
- (d) do any other thing in his or her capacity as a Director in relation to the transaction,

as if the Director were not Interested in the transaction.

**22 DIRECTORS' REMUNERATION AND OTHER BENEFITS**

**22.1 Remuneration and benefits**

The Board may exercise the power conferred by section 161 of the Act to authorise any payment or other benefit of the kind referred to in that section.

## **22.2 Expenses**

Each Director is entitled to be paid for all reasonable travelling, accommodation and other expenses incurred by the Director in connection with the Director's attendance at meetings or otherwise in connection with the Company's business.

## **23 INDEMNITY AND INSURANCE FOR DIRECTORS AND EMPLOYEES**

### **23.1 Indemnity for Directors**

Every Director shall be indemnified by the Company for any costs referred to in section 162(3) of the Act and any liability or costs referred to in section 162(4) of the Act.

### **23.2 Indemnities and insurance**

In addition to the indemnity set out in clause 23.1, the Company may:

- (a) indemnify a Director or employee of the Company or a related company for any costs referred to in section 162(3) of the Act;
- (b) indemnify a Director or employee of the Company or a related company in respect of any liability or costs referred to in section 162(4) of the Act; and
- (c) effect insurance for a Director or employee of the Company or a related company in respect of any liability or costs referred to in section 162(5) of the Act.

### **23.3 Interpretation**

Words given extended meanings by section 162(9) of the Act have those extended meanings in this clause.

## **24 DIVIDENDS**

### **24.1 Power to authorise**

The Board may, subject to the Act and this Constitution, authorise the payment of dividends by the Company at times, and of amounts, and in such form as it thinks fit and may do everything which is necessary or expedient to give effect to the payment of such dividends. Prior to authorising the payment of a dividend, the Board must be satisfied on reasonable grounds that the Company will immediately after payment of the dividend satisfy the solvency test.

### **24.2 Method of payment**

Any dividend or other money payable to a Shareholder may be paid by cheque sent through the post to the registered address of the Shareholder or in any other manner determined by the Board and directed by the person entitled to the payment. In the case of joint Shareholders, cheques may be sent to the registered address of the person first named on the register.

### **24.3 Deductions**

The Board may deduct from dividends payable to any Shareholder in respect of any Shares any:

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- (a) unpaid calls, instalments or other amounts, and any interest payable on such amounts, relating to the specific Shares; and
- (b) amounts the Company may be called upon to pay under any legislation in respect of the specific Shares.

#### 24.4 Entitlement date

Dividends and other distributions or payments to Shareholders will be payable to the persons who are registered as Shareholders on an entitlement date fixed by the Board.

#### 24.5 Unclaimed dividends

Dividends or other monetary distributions unclaimed for one year after having been authorised may be used for the benefit of the Company until claimed. All dividends or other monetary distributions unclaimed for five years after having been authorised may be forfeited by the Board for the benefit of the Company. The Board may, nevertheless, agree to pay a claimant who produces evidence of entitlement.

### 25 NOTICES

#### 25.1 Method of Service

All notices, reports, accounts or documents required to be sent to a Shareholder shall be sent in the manner set out in section 391 of the Act. Notices to any other person shall be sent in the same manner as if that person was a Shareholder.

#### 25.2 Joint holders

A notice may be given by the Company to the joint holders of a Share in the Company by giving the notice to the joint holder named first in the Share register in respect of the Share.

### 26 INSPECTION OF RECORDS

Except as provided in the Act or unless the Board determines otherwise in any particular case, no Shareholder shall be entitled to:

- (a) inspect any records, books, papers, correspondence or documents of the Company; or
- (b) require or receive any information concerning the Company's business, trading or customers, or any trade secret or secret process of or used by the Company.

### 27 LIQUIDATION

#### 27.1 Distribution of surplus

Subject to the rights of any Shareholders and to clauses 27.2 and 27.3, upon the liquidation of the Company the surplus assets of the Company (if any) must be distributed pro rata among the Shareholders. If any Shareholder's Shares are not fully paid up the liquidator of the Company may require those Shares to be fully paid up before the Shareholder receives any distribution of the surplus assets of the Company in respect of those Shares.

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**27.2 Distribution in kind**

With the approval of the Shareholders by Ordinary Resolution, the liquidator of the Company may divide amongst the Shareholders in kind the whole or any part of the assets of the Company (whether or not they are of the same kind) and for that purpose the liquidator may:

- (a) attribute values to assets as the liquidator considers appropriate; and
- (b) determine how the division will be carried out as between the Shareholders or different Classes of Shareholders.

**27.3 Trusts**

With the approval of the Shareholders by Ordinary Resolution, the liquidator may vest the whole or any part of any surplus assets of the Company in trustees upon trust for the benefit of Shareholders. The liquidator may determine the terms of the trust.

**28 METHOD OF CONTRACTING**

**28.1 Deeds**

A deed which is to be entered into by the Company may be signed on behalf of the Company, by:

- (a) two or more Directors; or
- (b) two or more attorneys appointed by the Company.

**28.2 Other written contracts**

An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by the Company, may be signed on behalf of the Company by a person acting under the express or implied authority of the Company.

**28.3 Other obligations**

Any other obligation or contract may be entered into on behalf of the Company in writing or orally by a person acting under the express or implied authority of the Company.

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#### SCHEDULE 1 – CERTIFICATION OPTIONS

This document is the Constitution of Patunamu Forest Limited as adopted by the Company by Special Resolution passed on the [       ] day of [                      ] 20[    ].

Certified as the Constitution of the Company.

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Authorised Person

**13 SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

# Shareholders' Agreement and Trust Deed

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Her Majesty the Queen in right of New Zealand

Patunamu Forest Limited

The Trustees of the Tātau Tātau o Te Wairoa Trust

## 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

Date:

#### PARTIES

Her Majesty the Queen in right of New Zealand by the Minister for Treaty of Waitangi Negotiations and the Minister for Māori Development (*Crown*)

Patunamu Forest Limited (*Company Trustee*)

The Trustees of the Tātau Tātau o Te Wairoa Trust, established by trust deed dated [**date**] (*Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE*)

#### BACKGROUND

- A The Company Trustee has been established by the Crown and Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE to act as the corporate trustee of a trust holding the Patunamu Forest (and related property) for the benefit of the Beneficiaries on the terms and conditions set out in this Deed.
- B The Crown, the Company Trustee, and Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE wish to record the terms and conditions under which the Trust is constituted and is to be administered.
- C The Crown and Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE also wish to record in this Deed certain agreed terms relating to the management of the Trust, the Trust's property and the Company Trustee.

#### OPERATIVE PART

##### 1 INTERPRETATION

##### 1.1 Defined terms - Generally

In this Deed, unless the context otherwise requires:

*Accumulated Rentals* means accumulated rentals relating to the Patunamu Forest Land held, prior to settlement on this Trust, under the terms of the forestry rental trust referred to in section 34 of the Crown Forest Assets Act 1989.

*Affiliate* means *Affiliate* means any entity which, in relation to any person concerned:

- (a) is a holding company or a subsidiary of that person or another subsidiary of that holding company;
- (b) is any company, body corporate, trust, limited partnership, person or partnership where 50% or more of the votes exercisable, directly or indirectly, at a meeting or partners meeting, or more than 50% of the profits of which are controlled, or received, directly or indirectly, by that person; or

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- (c) is any company, body corporate, trust, limited partnership, person or partnership which, directly or indirectly, controls, is controlled by or is under common control of or with that person.

*Asset* means each Settlement Asset and any other security, money, property (whether tangible or intangible), right or income of the Trust.

*Auditor* means the Person for the time being holding the office of auditor of the Trust.

*Authorised Investment* means any of the Settlement Assets and any other property of any nature whatsoever, whether in New Zealand or elsewhere.

*Beneficial Interest* means a percentage share in the total beneficial entitlement of all Beneficiaries in the Trust, being:

- (a) at Settlement, one of the Initial Beneficial Interests; and
- (b) during the Crown Initial Period, subject to adjustment of the Crown's Beneficial Interest under paragraph 6 of Schedule 1 in the event of transfer, to the other Patunamu claimants, of part or all of the Crown Beneficial Interest; and
- (c) from the earlier of the end of the Crown Initial Period and the date upon which the Crown ceases to be a Beneficiary, one of the Beneficial Interests recorded in the Beneficial Interest Register.

*Beneficial Interest Register* means the register of Beneficiaries in the Trust maintained pursuant to clause 11.

*Beneficiary* means each Person for the time being registered in the Beneficial Interest Register under the provisions of this Deed as the holder of a Beneficial Interest and:

- (a) as at the date of this Deed, means Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE and the Crown to whom the Initial Beneficial Interests are issued under clauses 6 and 7; and
- (d) includes Persons jointly registered.

*Borrow* means borrow money, or to raise money by way of the drawing, acceptance, discount or sale of bills of exchange or promissory notes or other financial instruments or otherwise howsoever in any currency, and *Borrowing* and *Borrowed* have a corresponding meaning.

*Business Day* has the same meaning as in the Deed of Settlement.

*Crown Beneficial Interest* means the Initial Beneficial Interest issued to the Crown on the Settlement provided that:

- (a) on transfer of part or all of the Crown Beneficial Interest in accordance with paragraph 6 of Schedule 1, that part or all (as the case may be) will cease to be Crown Beneficial Interest and will become an ordinary Beneficial Interest; and

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- (e) on redemption of any residue of the Crown Initial Beneficial Interest in accordance with paragraph 8 of Schedule 1, that residue Beneficial Interest will cease to exist.

*Crown Forestry Licence* has the meaning given to it in section 2 of the Crown Forest Assets Act 1989.

*Crown Initial Period* means the period of 8 years beginning on the Settlement Date.

*Date of Termination* means the date of termination of the Trust determined in accordance with clause 25.

*Deed* means this Shareholders' Agreement and Trust Deed.

*Deed of Settlement* means the deed dated [date] between the Crown and Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE in relation to the settlement of certain historical claims.

*Distribution* means, in relation to a Beneficial Interest, the amount of capital or income to be distributed from the Trust Fund to a Beneficiary in respect of such Beneficial Interest.

*Financial Year* means a period of 12 months ending on 31 March (or such other date as the Company Trustee determines) in each year (or the Date of Termination of the Trust, if earlier) and includes the period commencing on the date of this Deed and ending on the succeeding 31 March.

*Future Treaty Settlement* means a future settlement of historical claims relating to the Treaty of Waitangi between an iwi or group of iwi and the Crown.

*Gross Asset Value* means such sum as is ascertained and fixed by the Company Trustee being the aggregate of:

- (a) the Market Value of the Assets of the Trust;
- (b) any income accrued or payable in respect of the Assets of the Trust but not included in such Market Value.

*Initial Beneficial Interests* means the Beneficial Interests to be created in accordance with clause 6 and 7.

*Liability* means each liability of the Company Trustee in respect of the Trust (other than to Beneficiaries in their capacity as Beneficiaries under this Deed) which would be classified as such by NZ GAAP but does not include a contingent liability except to the extent that the Company Trustee decides it is appropriate to make an allowance for such contingent liability.

*Major Transaction* means:

- (a) the acquisition of, or an agreement to acquire, whether contingent or not, assets the value of which is more than half the Gross Asset Value of the Trust before the acquisition; or

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- (b) the disposition of, or an agreement to dispose of, whether contingent or not, assets the value of which is more than half the Gross Asset Value of the Trust before the disposition; or
- (c) a transaction that has or is likely to have the effect of the Trust acquiring rights or interests or incurring obligations or liabilities, including contingent liabilities, the value of which is more than half the Gross Asset Value of the Trust before the transaction.

provided that nothing in paragraph (b) or paragraph (c) of the definition of Major Transaction applies to:

- (a) the entry into this Trust Deed or the Settlement; or
- (b) by reason only of the Trust giving, or entering into an agreement to give, a charge secured over Assets of the Trust the value of which is more than half the value of the Assets of the Trust for the purpose of securing the repayment of money or the performance of an obligation.

(In assessing the value of any contingent liability for the purposes of paragraph (c) of this definition of Major Transaction:

- (a) regard must be had to all circumstances that the Company Trustee knows, or ought to know, affect, or may affect, the value of the contingent liability;
- (b) reliance may be placed on estimates of the contingent liability that are reasonable in the circumstances; and
- (c) account may be taken of:
  - (i) the likelihood of the contingency occurring; and
  - (ii) any claim the Company Trustee is entitled to make and can reasonably expect to be met to reduce or extinguish the contingent liability.)

*Market Value* means the fair market value of any Asset as determined by the Company Trustee.

*New Zealand unit* has the meaning given in section 4(1) of the Climate Change Response Act 2002.

*NZ GAAP* means generally accepted accounting practice as defined in Section 3 of the Financial Reporting Act 1993.

*other Patunamu claimants* means Ngāti Ruapani ki Waikaremoana and any other claimants with well-founded historical Treaty claims to the licensed land, as may be determined by the Waitangi Tribunal under the Treaty of Waitangi Act 1975.

*Patunamu Forest Land* means the property described as [Patunamu] in Part [3] of the Property Redress Schedule of the Deed of Settlement.

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*Person* includes a natural person, a company, a corporation, a corporation sole, a firm, a unit trust, a government or a body of persons (whether corporate or unincorporate).

*Settlement* means the settlement on the Company Trustee on the terms of this Trust described in clause 3.2.

*Settlement Asset* means each item of property that is the subject of the Settlement.

*Settlement Date* has the same meaning as in the Deed of Settlement.

*Settlement Legislation* has the same meaning as in the Deed of Settlement.

*Special Resolution* has the meaning given to it in clause 22.2(b).

*Trust* means the trusts created by this Deed, which will bear the name Patunamu Forest Trust or such other name as is chosen by Unanimous Resolution of the Beneficiaries.

*Trust Fund* means the property for the time being held by the Company Trustee under the Trust and includes, for the time being following the Settlement, the Settlement Assets.

*Unanimous Resolution* has the meaning given to it in clause 22.2(a).

#### 1.2 Defined terms relating to Crown Beneficial Interest and Crown Initial Period

Certain defined terms relating to Crown Beneficial Interest and Crown Initial Period are defined in paragraph 1.1 of Schedule 1.

#### 1.3 Interpretation

In this Deed, unless the context otherwise requires, references to:

- (a) clauses, sub-clauses, paragraphs and schedules are to clauses, sub-clauses, paragraphs and schedules to this Deed;
- (b) any legislation includes a modification and re-enactment of, legislation enacted in substitution for and a regulation, order-in-council and other instrument from time to time issued or made under, that legislation;
- (c) the singular includes the plural and vice versa;
- (d) a person that comprises the trustees of a trust or members of another single collective body means those trustees or members acting jointly and treated as if a single person; and
- (e) parties to this Deed includes their successors and permitted assigns.

The Table of Contents to and headings in this Deed are used for convenience only and do not affect its interpretation in any way.

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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

**2 ESTABLISHMENT OF COMPANY TRUSTEE AND SHAREHOLDERS' AGREEMENT**

**2.1 Establishment of Company Trustee**

The Crown and Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE have established the Company Trustee to acquire and hold the Patunamu Forest Land as trustee of the Trust.

**2.2 Role of Trustee Company**

Unless the Beneficiaries decide otherwise by Unanimous Resolution, the Company Trustee cannot undertake any activities other than acting as trustee of the Trust in accordance with this Deed.

**2.3 Restrictions during Crown Initial Period**

During the Crown Initial Period, the consent of the Crown is required under paragraph 9 of Schedule 1 before the Company Trustee takes certain actions.

**2.4 Agreement of Shareholders of Company Trustee**

As shareholders of the Company Trustee, the Beneficiaries agree that:

- (a) each shareholder has one vote per share held by the shareholder on any shareholder resolution; and
- (b) Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE has the right to appoint two directors and the Crown has the right to appoint two directors; and
- (c) no shareholder can transfer their shares in the Company Trustee except –
  - (i) in the case of a transfer by the Crown, to the other Patunamu claimants; and
  - (ii) in the case of a transfer by a shareholder other than the Crown, to an Affiliate, subject to execution by the Affiliate of a deed under which the Affiliate binds itself to compliance with the terms of this Deed; and
  - (iii) where required by paragraph 1 of Schedule 2; or
  - (iv) with the unanimous consent of the other shareholders and subject to such conditions as the other shareholders may impose, including the execution by the transferee of a deed under which the transferee binds itself to compliance with the terms of this Deed; and
- (d) except with the unanimous approval of the shareholders (and without prejudice to the Crown's rights under clause 2.3 and paragraph 9 of Schedule 1) –
  - (i) the Company Trustee cannot undertake any activities other than acting as trustee of the Trust; and

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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

- (ii) the Company Trustee cannot issue any shares or options over shares; and
- (iii) the constitution of the Company Trustee cannot be amended; and
- (e) during the Crown Initial Period, the other Patunamu claimants will, except to the extent entitled as a shareholder to appoint a director, have the right to have a representative to receive notice of and attend and speak, but not vote, at any meeting of directors of the Company Trustee.

**3 THE TRUST**

**3.1 Appointment of Company Trustee**

The Company Trustee is appointed as the trustee of the Trust and agrees to act as trustee for the Beneficiaries to acquire and hold the Assets of the Trust in trust for the Beneficiaries upon and subject to the terms and conditions contained in this Deed.

**3.2 Patunamu Forest Land and Accumulated Rentals**

In accordance with the Deed of Settlement, the Crown will settle on the Company Trustee on the terms of the Trust:

- (a) the Patunamu Forest Land; and
- (b) the Accumulated Rentals.

**3.3 Conditional on Settlement Legislation**

This Deed and the establishment of the Trust are conditional on the Settlement Legislation coming into force.

**3.4 Performance of Deed Of Settlement**

The Company Trustee will comply with any obligations on the part of the Company Trustee that are referred to in the Deed of Settlement.

**4 AUTHORISED INVESTMENTS**

**4.1 Investment in Authorised Investments**

The Trust Fund must be invested only in Authorised Investments.

**4.2 Accumulated Rentals**

The Company Trustee must place the Accumulated Rentals, upon receipt, in a deposit account with a registered bank and withdraw the deposit only to make the distributions required by clause 8.2.



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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

#### 4.3 Statement of investment policies and objectives

- (a) Subject to clause 4.2, the Company Trustee must invest the Trust Fund in accordance with a statement of investment policy and objectives.
- (b) The Company Trustee must develop, and review annually, such statement.

#### 4.4 Investments for Beneficiaries' Benefit

All investments made on behalf of the Trust shall be held by the Company Trustee as the exclusive property of the Trust, and held exclusively for the benefit of Beneficiaries of the Trust, in accordance with the terms of this Deed.

#### 4.5 Company Trustee not holding special skill

Section 13C of the Trustee Act 1956 does not apply to the exercise by the Company Trustee of its powers of investment under this Deed.

### 5 NATURE OF BENEFICIAL INTERESTS

#### 5.1 Beneficial Interests in the Trust

The beneficial entitlement of all Beneficiaries in the Trust is divided into, and except as otherwise provided in this Deed the Company Trustee will hold the Assets of the Trust for the Beneficiaries on the basis of, the percentage Beneficial Interests.

#### 5.2 No interests in specific assets

A Beneficial Interest does not confer any interest in any particular Asset of the Trust and no Beneficiary is entitled to require the transfer to such Beneficiary of any of the Assets of the Trust, subject to the rights of the Beneficiaries to distribution of Accumulated Rentals under clause 8.2.

#### 5.3 No interference in Company Trustee exercise of powers

Subject to the rights of Beneficiaries created by this Deed and by law, no Beneficiary is entitled to interfere with or question the exercise or non-exercise by the Company Trustee of the powers, authorities or discretions conferred upon the Company Trustee by this Deed or in respect of the Trust.

### 6 CROWN BENEFICIAL INTEREST AND CROWN INITIAL PERIOD

#### 6.1 Crown Beneficial Interest

The Crown will be issued an Initial Beneficial Interest of 50% on the Settlement.

#### 6.2 Application of Schedule 1

The provisions of Schedule 1 will apply in respect of the Crown Beneficial Interest, the beneficial entitlement of the Crown to Assets of the Trust and the Crown Initial Period notwithstanding any other provision in this Deed.

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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

**7 TE IWI AND HAPŪ OF TE ROHE O TE WAIROA PSGE BENEFICIAL INTEREST**

Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE will be issued with an Initial Beneficial Interest of 50% on the Settlement.

**8 DISTRIBUTIONS OF CAPITAL AND INCOME**

**8.1 Allocation and distribution**

- (a) Subject to the following provisions of this clause 8 and other terms of this Deed, the Company Trustee will determine the amount of each Distribution (whether capital or income).
- (b) Distributions may be made in cash or by the transfer of an Asset.

**8.2 Distribution of Accumulated Rentals**

- (a) The Company Trustee will distribute Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE's 50% share of the Accumulated Rentals, upon receipt, to Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE.
- (b) Under Schedule 1 during the Crown Initial Period, the Crown as holder of the Crown Beneficial Interest is entitled to the remaining 50% of the Accumulated Rentals, subject to investment and Distribution as specified in Schedule 1.

**8.3 Distributions of subsequent net income**

- (a) Distributions to Beneficiaries of subsequent amounts of net income will be made in accordance with their respective percentage Beneficial Interests.
- (b) Notwithstanding clause 8.3(a), under Schedule 1 during the Crown Initial Period, the Crown as holder of the Crown Beneficial Interest is entitled to (and only to) the percentage of the net income that reflects the then-level of the Crown's Beneficial Interest, subject to retention in the Trust, adjustment down and Distribution as specified in Schedule 1.

**8.4 Distribution of capital**

- (a) Distributions to Beneficiaries of amounts of capital will be made in accordance with their respective percentage Beneficial Interests.
- (b) Notwithstanding clause 8.4(a), under Schedule 1 during the Crown Initial Period, the Crown as holder of the Crown Beneficial Interest is entitled to 50% of the Te Wairoa Forest Land and New Zealand units, subject to retention in the Trust, adjustment and Distribution as specified in Schedule 1.

**8.5 Taxation status of Distributions**

- (a) The Company Trustee will determine:
  - (i) the extent to which any Distribution is or is not a taxable Māori authority distribution; and

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

- (ii) the extent to which Māori authority tax credits are attached to any taxable Māori authority distributions.

- (b) The Company Trustee, in exercising its powers under paragraph (a), must endeavour to achieve a fair allocation, between Beneficiaries, of taxable and non-taxable amounts and of credits, reflecting the extent to which each Distribution is sourced from taxable income of the Trust.

#### 8.6 Disclosure of information to tax authorities

The Company Trustee is authorised to make such disclosure as may be required by the Inland Revenue Department of the details of Beneficiaries, any Distributions to Beneficiaries or any other details or information arising out of the Trust.

### 9 TRANSFER OF BENEFICIAL INTERESTS

#### 9.1 Transfer requires Unanimous Resolution approval

A Beneficial Interest in the Trust may only be transferred or charged:

- (a) with the approval of a Unanimous Resolution; or
- (b) to an Affiliate.

#### 9.2 Schedule 2 procedure

The provisions of Schedule 2 apply to any transfer.

### 10 REGISTERED HOLDER ABSOLUTE OWNER

Except as otherwise provided in this Deed, the Company Trustee is entitled to treat the registered Beneficiary of a Beneficial Interest as its absolute owner and accordingly, except as ordered by a court of competent jurisdiction or as required by statute, is not bound to recognise (even upon notice) any equitable or other claim to or interest in the Beneficial Interest on the part of any other Person.

### 11 BENEFICIAL INTEREST REGISTER

#### 11.1 The Register

- (a) A Beneficial Interest Register of Beneficiaries must be kept by the Company Trustee in a form and manner approved by the Company Trustee.
- (b) The Company Trustee may appoint a person to keep the Beneficial Interest Register on its behalf.
- (c) Such Beneficial Interest Register may take the form of a computer printout or any other computer based information storage and retrieval system compiled in a manner approved by the Company Trustee and such approved printout or system is deemed to be the Beneficial Interest Register.

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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

**11.2 Details to be entered into Register**

There must be entered in the Beneficial Interest Register:

- (a) the names and addresses of the Beneficiaries;
- (b) the amount of the Beneficial Interest held by each Beneficiary; and
- (c) the date on which each amount of Beneficial Interest was acquired by the relevant Beneficiary.

**11.3 Reliance upon the Register**

The Company Trustee is entitled to rely upon entries in the Beneficial Interest Register as being correct.

**11.4 Inspection**

The Beneficial Interest Register must be open for inspection by any Beneficiary during the business hours of the Beneficial Interest Registrar.

**11.5 No recognition of trusts**

Except as required by law, the Company Trustee shall not be bound to recognise or see to the performance of any trust (express, implied or constructive) or any charge, pledge, or equity to which any of the Beneficial Interests or any interest therein are or may be subject, or to recognise any Person as having any interest in any Beneficial Interest except for the Person recorded in the relevant Beneficial Interest Register as the Beneficiary, and accordingly no notice of any trust (whether express, implied or constructive), charge, pledge or equity shall be entered upon the Beneficial Interest Register.

**12 MANAGEMENT**

**12.1 Company Trustee's duties**

Subject to the provisions of this Deed (including in particular clause 12.2 and Schedule 1), the Trust is to be managed and administered by the Company Trustee and without limiting the generality of the foregoing the Company Trustee must:

- (a) manage the Trust Fund and make all decisions relating to the Assets of the Trust including the investment, reinvestment or realisation of any Asset of the Trust and the exercise of any voting rights associated with any Asset of the Trust;
- (b) make all decisions relating to Borrowing, the terms of such Borrowing and any securities relating thereto;
- (c) determine the terms of all contracts, rights and other matters relating to Assets or Liabilities of the Trust;

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

- (d) appoint and engage solicitors and other consultants and advisers on such terms as the Company Trustee determines;
- (e) use its best endeavours and skill to ensure that the affairs of the Trust are conducted in a proper and efficient manner;
- (f) use due diligence and vigilance in the exercise and performance of its functions, powers, and duties as Company Trustee;
- (g) account to the Beneficiaries for all money that the Company Trustee receives on behalf of the Trust;
- (h) not pay out, invest, or apply any money belonging to the Trust for any purpose that is not directed by, or authorised in, this Deed; and
- (i) comply with all tax rules applying to the Trust.

#### 12.2 Land management arrangements

The Company Trustee will enter into a land management contract or other appropriate arrangement with an appropriate management entity (which could be a wholly-owned subsidiary of the Company Trustee), which will provide that:

- (a) the management entity will prudently manage the Patunamu Forest Land; and
- (b) the management entity will manage the relationships with licensees under Crown Forestry Licences (including the management of licence fee reviews).
- (c) nothing can be done that will materially and adversely affect the Crown Beneficial Interest, without the Crown's prior written consent (which may be withheld by the Crown having reasonable regard to the nature of the Crown's beneficial interest in the Trust Fund).

#### 12.3 Delegation by Company Trustee

Notwithstanding clause 12.1, all or any of the powers, authorities, functions and discretions exercisable by the Company Trustee under this Deed may be delegated by the Company Trustee to its officers and employees or to any other Person (including the management entity managing the Patunamu Forest Land) nominated by the Company Trustee (other than the Company Trustee) but the Company Trustee remains liable for the acts and omissions of any such officer, employee or Person whether or not the delegate is acting within the terms of its delegated authority.

#### 12.4 Advisers

- (a) The Company Trustee may, by resolution in writing, appoint any person as an advisory trustee of the Trust. The advisory trustee shall have the status and powers conferred on advisory trustees by the Trustee Act 1956. The advisory trustee may be removed by the Company Trustee, by resolution in writing, without needing to give a reason.

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

- (b) In relation to the purchase, sale and other dealings with any Authorised Investments by the Company Trustee, the Company Trustee may determine the time and mode and the consultants, agents, brokers and professional advisers (if any) for the purchase, sale and other dealing.
- (c) Any fee payable to an advisory trustee or other adviser will be determined by the Company Trustee.

#### 12.5 Major Transactions

Notwithstanding any other provision in this Deed, the Company Trustee shall not enter into a Major Transaction on behalf of the Trust, unless the transaction is:

- (a) approved by a Special Resolution of Beneficiaries; or
- (b) contingent on approval by a Special Resolution of Beneficiaries.

#### 12.6 Assets in Company Trustee's name

The Company Trustee shall cause the Assets of the Trust to be vested in the Company Trustee and to be registered in the name of the Company Trustee as soon as reasonably practicable after receipt of the necessary documents and must deliver all certificates or other documents of title for safe custody as directed by the Company Trustee.

#### 12.7 Company Trustee's right to limit liability

The Company Trustee may, before entering into any transaction, security or liability of the Trust require that its liability is restricted or limited to its satisfaction to the Assets of the Trust for the time being.

#### 12.8 Company Trustee's settlement powers

The Company Trustee shall have the power to settle and complete all transactions in respect of the Trust. Subject to the provisions in this Deed and the powers, rights and discretions given to the Company Trustee under this Deed, the Company Trustee shall have all powers, authorities, and discretions which it could exercise if it were the absolute and beneficial owner of the Trust and all the powers, authorities, and discretions necessary to enable it to carry out the purposes of the Trust or otherwise to perform and comply with the obligations and duties under this Deed.

#### 12.9 Waivers

The Company Trustee may, whenever it thinks expedient in the interests of the Beneficiaries, waive at any time and on any terms or conditions any breach of the covenants or obligations binding on the Company Trustee under this Deed where such waiver will not, in the opinion of the Company Trustee, be materially prejudicial to the interests of the Beneficiaries.

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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

**12.10 Custodians**

- (a) The Company Trustee may, by resolution in writing, employ a custodian, (including a custodian trustee) or nominee to hold any Asset on such terms as the Company Trustee may determine provided that no such appointment will absolve the Company Trustee from any of its obligations relating to the Assets of the Trust under this Deed or at law.
- (b) The Company Trustee shall cause any such custodian or nominee to comply with all the relevant covenants and obligations on the part of the Company Trustee expressed or implied in this Deed.
- (c) Any fees payable to the custodian or nominee will be determined by the Company Trustee.
- (d) The Company Trustee may remove any custodian or nominee by resolution in writing, without needing to give any reason.
- (e) The provisions of the Trustee Act 1956 applying to custodian trustees will apply to the custodian or nominee as if the custodian or nominee were a custodian trustee, except as modified or extended as follows:
  - (i) all or any of the Trust Fund may be vested in the custodian or nominee as if the custodian or nominee were sole trustee; and
  - (ii) the portion of that Trust Fund that is from time to time vested in the custodian or nominee is the custodial trust fund, and the provisions of section 50 of the Trustee Act 1956 shall apply as if references in it to the trust property were references to the custodial trust fund.

**12.11 Extent of Company Trustee's powers**

The Company Trustee shall have all powers, authorities, and discretions necessary to enable it to carry out the purposes of the Trust or otherwise to perform and comply with the obligations and duties under this Deed.

**12.12 Voting rights on assets of the Trust**

Except as otherwise expressly provided in this Deed and subject to the provisions of the Trustee Act 1956, all rights of voting conferred by the Assets of the Trust or any of them are to be exercised in such manner as the Company Trustee may determine.

**12.13 Company Trustee's covenants**

Without limiting any duty or obligation of the Company Trustee elsewhere in this Deed, the Company Trustee covenants with the Crown and the Beneficiaries that:

- (a) the Company Trustee will ensure that the Trust is carried on in a proper and efficient manner and in accordance with the provisions of this Deed and will exercise the degree of diligence in carrying out its functions and duties hereunder as may be required under relevant law; and

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

- (b) the Company Trustee will prepare or cause to be prepared all distributions, cheques, payment instructions or authorities and notices which are to be paid, issued or given pursuant to this Deed; and
- (c) the Company Trustee will make available its records to the Auditor.

#### 13 **BORROWING**

- (a) The Company Trustee may at any time, and from time to time, if the Company Trustee considers it necessary or desirable to do so, Borrow on behalf of the Trust and to secure such Borrowing upon all or any part or parts of the Trust in such manner as the Company Trustee thinks fit.
- (b) The Company Trustee may at any time, and from time to time, if the Company Trustee considers it desirable, enter into guarantees on behalf of the Trust and to secure such guarantees upon all or any part or parts of the Trust in such manner as the Company Trustee thinks fit.
- (c) Notwithstanding the preceding provisions of this clause 13, no Borrowing may be entered into or guarantee given without the approval of a unanimous resolution of the directors of the Company Trustee.

#### 14 **BANK ACCOUNTS**

A bank account or accounts must be opened and maintained for the Trust. All moneys belonging to the Trust and coming into the hands of the Company Trustee must be paid to the credit of such bank account. The Company Trustee shall determine the Persons authorised to operate such bank accounts.

#### 15 **ASSET RECORDS**

The Company Trustee must keep complete, accurate and separate records of all Assets of the Trust.

#### 16 **REIMBURSEMENT OF EXPENSES**

The Company Trustee is entitled to be reimbursed out of the Trust Fund (whether from income or capital or both) for and in respect of the following items if properly incurred:

- (a) all costs, charges and expenses (including legal and valuation fees) incurred in connection with the formation of the Trust, the preparation and registration of any offer document, the acquisition, registration, custody, disposal of or other dealing with Assets of the Trust, including bank charges, and the expenses of any agents or custodian of the Company Trustee;
- (b) the fees and expenses of the Auditor relating to the audit of the Trust;
- (c) all taxes, duties and imposts charged to or payable by the Company Trustee (whether by any taxing authority or any other Person) in connection with the Trust or the Assets of the Trust on any account whatsoever;



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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

- (d) interest and other expenses relating to Borrowing and discounts and acceptance and other fees in respect of bill facilities;
- (e) the costs of convening and holding any meeting of Beneficiaries;
- (f) the fees and expenses of any solicitor, barrister, valuer, accountant or other Person from time to time engaged by the Company Trustee in the discharge of its duties under this Deed; or
- (g) any other expenses properly and reasonably incurred by the Company Trustee in connection with carrying out its respective duties under this Deed.

#### 17 COMPANY TRUSTEE'S DISCRETION AND AUTHORITY

Except insofar as is otherwise expressly provided in this Deed, the Company Trustee has the absolute and uncontrolled discretion regarding the exercise (and the timing, mode, and manner of exercise) of the powers, authorities and discretions, as regards the Trust, vested in it by this Deed.

#### 18 BENEFICIARIES BOUND BY THIS DEED

The terms and conditions of this Deed are for the benefit of and binding on the Crown, the Company Trustee and each Beneficiary and all Persons claiming through them respectively and as if each Beneficiary had been party to and had executed this Deed.

#### 19 LIMITATION OF LIABILITY OF BENEFICIARIES

- (a) Except as expressly provided by this Deed no Beneficiary is, by reason alone of being a Beneficiary or by reason alone of the relationship hereby created with the Company Trustee, under any personal obligation to indemnify the Company Trustee or any creditor of the Company Trustee in the event of there being any deficiency of Assets of the Trust as compared with the Liabilities to be met therefrom.
- (b) The rights (if any) of the Company Trustee or of any creditor to seek indemnity are limited to having recourse to the Trust and do not extend to a Beneficiary personally in such Person's capacity as a Beneficiary.
- (c) On a winding-up of the Trust, no Beneficiary has any liability to contribute to any shortfall in the Trust if the Liabilities of the Trust exceed the Gross Asset Value of the Trust.

#### 20 ACCOUNTS AND REPORTS

##### 20.1 Accounting records

The Company Trustee must:

- (a) keep or cause to be kept proper records of or relating to the Trust including records of all sales, purchases and other transactions relating to the Assets of

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

the Trust, and the Liabilities of the Trust and issue or transfer of Beneficial Interests;

- (b) keep or cause to be kept true accounts of all sums of money received and expended by or on behalf of the Trust;
- (c) prepare annual consolidated financial statements for the Trust and arrange for the annual financial statements to be audited by the Auditor and filed in accordance with relevant law; and
- (d) send the annual audited consolidated financial statements for the Trust to Beneficiaries not later than five months after the close of the Financial Year together with all documents and reports required by the Financial Reporting Act 1993 to be annexed to or to accompany such accounts.

#### 20.2 **Company Trustee records**

The Company Trustee must also keep or cause to be kept proper records of or relating to the Company Trustee, including financial statements for the Company Trustee and all records required to be maintained in respect of the Company Trustee under company or securities law.

#### 20.3 **Inspection by the Auditor**

The accounting and other records of the Company Trustee in respect of the Trust are open to the inspection of the Auditor. The Auditor is entitled to require from the Company Trustee such information, accounts and explanations as may be necessary for the performance of the duties of the Auditor.

### 21 **AUDITOR**

#### 21.1 **Appointment and remuneration**

A Person or firm of chartered accountants selected by the Company Trustee must be appointed Auditor of the Trust. The Company Trustee must determine the services to be performed by the Auditor and their scope. The remuneration of the Auditor shall be determined by the Company Trustee on an arm's length basis.

#### 21.2 **Removal/retirement**

The Auditor may at any time and from time to time be removed by the Company Trustee. The Auditor may retire upon giving the Company Trustee 6 months' notice in writing.

#### 21.3 **New appointment**

Any vacancy in the office of Auditor must be filled by the Company Trustee appointing a Person or firm of chartered accountants to be Auditor qualified under section 461E of the Financial Markets Conduct Act 2013.

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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

**22 MEETINGS OF BENEFICIARIES AND DIRECTIONS TO COMPANY TRUSTEE**

**22.1 Meetings**

- (a) The Company Trustee or any Beneficiary can convene a meeting of the Beneficiaries by giving notice to all the Beneficiaries and the Company Trustee.
- (b) During the Crown Initial Period, the other Patunamu claimants will, except to the extent entitled as a Beneficiary to attend, have the right to have a representative receive notice of and attend and speak, but not vote, at any meeting of Beneficiaries.

**22.2 Unanimous and Special Resolutions**

- (a) The expression "Unanimous Resolution" means a resolution passed at a meeting duly convened and carried at such meeting, upon a show of hands or, if a poll is duly demanded upon a poll, by an affirmative vote of all of the Beneficiaries.
- (b) The expression "Special Resolution" means a resolution passed at a meeting duly convened and carried by a majority of not less than 75% of the Beneficiaries voting at such meeting upon a show of hands or, if a poll is duly demanded, by a majority consisting of not less than 75% of the votes given on such poll.

**22.3 Powers exercisable by Unanimous Resolution**

A meeting of Beneficiaries has the following powers exercisable by Unanimous Resolution:

- (a) to sanction any alteration, release, modification, waiver, variation or compromise or any arrangement in respect of the rights of the Beneficiaries howsoever such rights arise;
- (b) to assent to any alteration, modification of, variation, or addition to the provisions contained in this Deed or any deed supplemental thereto or the conditions attaching to the Beneficial Interests and to authorise the Company Trustee to concur in and execute any supplemental Deed or other document embodying any such alteration or addition;
- (c) to give any sanction, assent, release or waiver of any breach or default by the Company Trustee under any of the provisions of this Deed;
- (d) to discharge, release or exonerate the Company Trustee from all liability in respect of any act of commission or omission for which the Company Trustee has or may become responsible under this Deed;
- (e) to appoint a new Company Trustee if a vacancy arises in the office of Company Trustee;
- (f) to sanction any variation to the Authorised Investments of the Trust;

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

- (g) to give such directions to the Company Trustee as they think proper concerning the Trust being directions that are consistent with this Deed; and
- (h) to direct the removal of the Company Trustee of the Trust.

#### 22.4 Resolutions bind all Beneficiaries

- (a) A Special Resolution or Unanimous Resolution passed at a meeting of the Beneficiaries duly convened is binding upon all Beneficiaries present or not present at the meeting. Each of the Beneficiaries and the Company Trustee is bound to give effect to such Special or Unanimous Resolution accordingly.
- (b) The passing of any such resolution shall as between the Company Trustee and the Beneficiaries be conclusive evidence that the circumstances justify the passing of the resolution, the intention being that it will rest with the meeting to determine without appeal whether or not the circumstances justify the passing of such resolution.

#### 22.5 Written resolutions

- (a) A resolution in writing signed by not less than 75% of Beneficiaries who together hold not less than 75% of the votes entitled to be cast on that resolution is as valid as if it had been passed at a meeting of Beneficiaries. However, for the avoidance of doubt, a resolution in writing cannot be a Unanimous Resolution unless signed by all the Beneficiaries.
- (b) Any resolution in writing under this clause may consist of one or more documents in similar form (including letters, facsimiles, electronic mail, or other similar means of communication) each signed or assented to by or on behalf of one or more of the Beneficiaries referred to in clause 22.5(a).
- (c) Within five Business Days of a resolution in writing being passed under this clause 22.5, the Company Trustee must send a copy of the resolution to every Beneficiary who did not sign the resolution or on whose behalf the resolution was not signed.

### 23 NOTICES TO BENEFICIARIES

#### 23.1 Notice of meetings

A minimum 14 days' notice of every meeting of Beneficiaries must be given to every Beneficiary (and the other Patunamu claimants' representative (if eligible under clause 22.1(b) to attend)) by sending it addressed to the Beneficiary (or representative) at their registered address by ordinary, prepaid post or airmail.

#### 23.2 Other notices

In any other case a notice may be given under this Deed to any Beneficiary personally by leaving it at the Beneficiary's registered address or by sending it addressed to the Beneficiary at the Beneficiary's registered address by ordinary, prepaid post, airmail or facsimile, or by advertisement with the prior written approval of the Company Trustee. A Beneficiary must notify the Company Trustee of any change of the

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

Beneficiary's registered address and the Beneficial Interest Register shall be altered accordingly.

#### 23.3 Manner of notice

Any notice sent by post will be deemed to have been given at the expiration of 48 hours after posting, and in proving service it will be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and posted.

#### 23.4 Signature of notice

The signature to any notice to be given by the Company Trustee may be written or printed.

#### 23.5 Calculation of notice periods

Where a given number of days' notice or notice extending over any other period is required to be given, neither the day of giving the notice nor the day upon which the notice will expire shall be reckoned in the number of days or other period.

#### 23.6 Binding nature of notice

Every Person who by operation of law, by transfer or other means whatsoever becomes entitled to any Beneficial Interest is bound by every notice which, prior to such Person's name and address being entered in the Beneficial Interest Register in respect of the Beneficial Interest, has been given to the Person from whom such Person derives the title to the Beneficial Interest.

#### 23.7 Receipt of notice

Any notice or document delivered or sent by post to or left at the registered address for service of any Beneficiary in pursuance of the provisions of this Deed will (notwithstanding that the Beneficiary is then dissolved and whether or not the Company Trustee has notice of such Beneficiary's dissolution) be deemed to have been duly given in respect of such Beneficiary's Beneficial Interest, whether held by such Beneficiary solely or jointly with another Person or Persons, until some other Person is registered in the place of the Beneficiary as the new Beneficiary or joint Beneficiary.

### 24 AMENDMENT TO DEED

#### 24.1 Power to change the Deed

The Company Trustee may at any time make any alteration, modification, variation or addition to the provisions of this Deed (by means of a deed executed by the Company Trustee) in any of the following cases:

- (a) if in the opinion of the Company Trustee the change is made to correct a manifest error or is of a formal or technical nature;
- (b) if in the opinion of the Company Trustee the change:

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

- (i) is necessary or desirable for the more convenient, economical or advantageous working, management or administration of the Trust or for safeguarding or enhancing the interests of the Trust or Beneficiaries; and
- (ii) is not or not likely to become materially prejudicial to the general interests of all Beneficiaries of the Trust;
- (c) the change is authorised by a Unanimous Resolution of all Beneficiaries, at a meeting of Beneficiaries duly convened; or
- (d) if, after a change in any law affecting trusts, a change to this Deed is necessary to make any provision of this Deed consistent with such law.

#### 24.2 Notice of amendment

If any amendment is made to this Deed under clause 24.1, the Company Trustee must send a summary of the amendment to the Beneficiaries at the same time as the accounts of the Trust are forwarded to those Beneficiaries.

#### 25 PERIOD OF THE TRUST

- (a) The Trust commences on the date of its creation and will continue until whichever of the following occurs first (the *Date of Termination*):
  - (i) the date on which the Beneficiaries determine to terminate the Trust by Unanimous Resolution; and
  - (ii) seventy-eight years from the date of this Deed less one day.
- (b) The period of eighty years from the date of this Deed is the perpetuity period for the purpose of section 6 of the Perpetuities Act 1964.

#### 26 PROCEDURE ON WINDING UP

##### 26.1 Realisation of assets

From and after the Date of Termination and subject to clause 8.4, the Company Trustee must realise the Assets of the Trust as soon as practicable, provided however that the Company Trustee may postpone realisation of all of the Assets of the Trust if it reasonably considers it is in the interests of Beneficiaries to do so. In this circumstance, until such realisation of the Assets of the Trust, the terms of the Trust will continue to apply with such changes as the context may require.

##### 26.2 Retentions by Company Trustee

The Company Trustee is entitled to retain out of the Trust such amount that the Company Trustee considers necessary or appropriate to meet all claims and Liabilities (including for this purpose contingent Liabilities) in connection with the Trust or arising out of the liquidation of the Trust including the fees of any agents, solicitors, bankers, accountants, auditors or other Persons whom the Company Trustee may employ in connection with the winding up of the Trust. The Company Trustee is

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### 13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED

entitled to be indemnified in respect of the foregoing from the moneys or assets retained by the Company Trustee.

#### 26.3 Application of realisation

Subject to the retention of any moneys as provided in clause 26.2, the net proceeds of realisation of the Assets of the Trust shall be applied by the Company Trustee as follows:

- (a) first, in payment or retention of all costs, charges, expenses and liabilities incurred and payments made by or on behalf of the Company Trustee and payable from the Trust; and
- (b) secondly, in payment to the Beneficiaries pro rata to the Beneficial Interests held by them in the Trust.

#### 26.4 Interim distributions

If in the opinion of the Company Trustee it is expedient to do so the Company Trustee may make interim payments on account of the moneys to be distributed in accordance with clause 26.3.

#### 26.5 Receipts

Each payment can be made only against delivery to the Company Trustee of such form of receipt and discharge as may be required by the Company Trustee.

#### 26.6 In specie distributions

- (a) Notwithstanding the preceding subclauses of this clause 26, the Company Trustee may, instead of realising an Asset, transfer the Asset, or shares in the Asset, in specie to one or more of the Beneficiaries (whether separately or as tenants in common in specified shares).
- (b) In particular, the Company Trustee may distribute Assets in specie to the Beneficiaries in accordance with their Beneficial Interests (except to the extent there was a Unanimous Resolution of the Beneficiaries to some other basis of allocation) but on the basis that the Beneficiaries by deed will collectively settle the Assets on a replacement trust to this Trust or transfer the assets to a company the shareholding in which is held by the Beneficiaries in proportion to their respective holdings of Beneficial Interests.
- (c) Each reference in this clause 26 to payment will be interpreted as including reference to such transfer.

### 27 RESETTLEMENT

Subject to clause 8.4, the Company Trustee has the power in its discretion to settle or resettle any or all of the Trust Fund upon trust for the advancement or benefit of the Beneficiaries as the Company Trustee decides, but the settlement or resettlement must not breach the rule against perpetuities.

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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

**28 PAYMENTS TO BENEFICIARIES**

- (a) Any moneys payable by the Company Trustee to a Beneficiary under the provisions of this Deed may be paid by cheque that is crossed "non transferable" and made payable to the Beneficiary or their respective agents or other authorised Persons, or may be credited electronically to any bank account nominated by the Beneficiary.
- (b) If paid by cheque, the moneys may be given or sent through the post to the Beneficiary or their respective agents or other authorised Persons.
- (c) Payment of every cheque, if duly presented and paid, and in respect of direct credits, the giving by the Company Trustee of the encoded payment instructions to the paying bank, will be due satisfaction of the moneys payable and will be good discharge to the Company Trustee.
- (d) If any amount has been deducted on behalf of taxes from a payment to a Beneficiary, details of such deduction shall be provided to the Beneficiary when the relevant payment is made.

**29 WITHHOLDING TAXES**

If the Company Trustee is obliged by law to make any deduction or withholding on account of taxes from any payment to be made to a Beneficiary, the Company Trustee shall make such deduction or withholding and pay such amount to the Commissioner of Inland Revenue or other taxing authority. On payment of the net amount to the relevant Beneficiary and the amount deducted or withheld to the tax authorities, the full amount payable to the relevant Beneficiary shall be deemed to have been duly paid and satisfied.

**30 LAW APPLICABLE**

This Deed is governed by the law of New Zealand.

**31 EXECUTION AND EFFECTIVE DATE**

**31.1 Counterparts**

This Deed may be executed in any number of counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. A party may enter into this Deed by signing any counterpart.

**31.2 Effective date**

This Deed will come into effect on the Settlement Date.

**31.3 Trustee execution**

Any natural person entering into this Deed as a trustee of Te Iwi and Hapū of Te Rohe o Te Wairoa PSGE enters into this Deed only in their capacity as



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### **13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

trustee of the trust and has no personal liability under this Deed, except to the extent of the assets of the trust or to the extent their right to indemnity from the assets of the trust has been lost or impaired due to their own wilful act or omission.

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13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST  
LIMITED

EXECUTION

**Signed by Her Majesty the Queen in right  
of New Zealand** by the Minister for Treaty of  
Waitangi Negotiations in the presence of:

.....  
Honourable Christopher Finlayson

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

**Signed by Her Majesty the Queen in right  
of New Zealand** by the Minister for Māori  
Development in the presence of:

.....  
Honourable Te Ururoa Flavell

.....  
Witness signature

.....  
Full name (please print)

.....  
Occupation (please print)

.....  
Address (please print)

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13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST  
LIMITED

**Signed** for and on behalf of  
**Patunamu Forest Limited** by:

.....  
Director

.....  
Full name (please print)

.....  
Director

.....  
Full name (please print)

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13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST  
LIMITED

**Signed by the Trustees of the Tātau Tātau  
o Te Wairoa Trust** in the presence of:

.....

Trustees

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Name:

Occupation:

Address:

**SCHEDULE 1 – TERMS RELATING TO CROWN BENEFICIAL INTEREST AND CROWN INITIAL PERIOD****1 INTERPRETATION**

- 1.1 In this Schedule 1, *Crown Deposit Account* means the interest-bearing account, or accounts, approved in writing by the Crown, into which the Crown Beneficial Interest entitlement to Accumulated Rentals and to any Distribution of net income from the Patunamu Forest Land is deposited under clause 8.2(b) and 8.3(b).
- 1.2 References to clauses are to clauses in this Deed.

**2 NATURE OF BENEFICIAL INTERESTS GENERALLY**

Notwithstanding clause 5.2:

- (a) the rights conferred on Beneficiaries by their Beneficial Interests are subject to the special rights of the Crown while a Beneficiary set out in this Schedule;
- (b) the Crown Beneficial Interest confers a beneficial interest in particular Assets held subject to the Trust and, to the extent set out in paragraph 8 of this Schedule, entitles the Crown to require the Distribution to the Crown or its nominee of specific Assets of the Trust.

**3 NATURE OF CROWN BENEFICIAL INTEREST**

The Crown Beneficial Interest will confer upon the Crown:

- (a) the beneficial entitlement to 50% of the Patunamu Forest Land; and
- (b) the beneficial entitlement to 50% of the Accumulated Rentals; and
- (c) the beneficial entitlement to 50% of the New Zealand units derived from ownership of the Patunamu Forest Land; and
- (d) the beneficial entitlement to 50% of the net income derived from the Patunamu Forest Land,

provided that in the event of the transfer of part or all of the Crown Beneficial Interest in accordance with paragraph 6 of this Schedule or redemption of part or all of the Crown Beneficial Interest in accordance with paragraph 8 of this Schedule, the 50% figure will be reduced by the same proportion as the transfer or redemption reduces the amount of the Crown Beneficial Interest.

**4 INVESTMENT OF CROWN'S ENTITLEMENT**

- (a) The Company Trustee will ensure that, to the extent of the Crown's beneficial entitlement as holder of the Crown Beneficial Interest:
  - (i) the Accumulated Rentals and New Zealand units are at all times held separate and apart from any other assets of the Trust and exclusively for the benefit of the Crown; and

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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

- (ii) the Accumulated Rentals are invested in the Crown Deposit Account;
  - (iii) in the case of any Distribution of net income from the Trust, the net income is invested in the Crown Deposit Account; and
  - (iv) all interest earned on the Crown Deposit Account is reinvested in the Crown Deposit Account; and
  - (v) the Accumulated Rentals, the New Zealand units and the Crown Deposit Account are not disposed of, pledged or charged in any way, except under this Schedule.
- (b) The Crown may, in its discretion, make payments to the Company Trustee to meet certain costs and expenses of administration of the Trust, during the Crown Initial Period.

**5 NO TRANSFERS WHILE CROWN BENEFICIAL INTEREST EXISTS**

Subject to paragraph 6 and clause 9.1, no Beneficial Interest may be transferred or transmitted, in whole or in part, while the Crown still holds the Crown Beneficial Interest except with the Crown's prior written consent.

**6 TRANSFER OF CROWN BENEFICIAL INTEREST**

- (a) The Crown will only be entitled to transfer a part or all of the Crown Beneficial Interest in accordance with this paragraph 6.
- (b) The Crown may at any time transfer, under the procedure set out in Schedule 2, any part or all of the Crown Beneficial Interest to:
  - (i) the other Patunamu claimants; or
  - (ii) any representative of the other Patunamu claimants; or
  - (iii) any part of the other Patunamu claimants,as part of a Future Treaty Settlement.
- (c) In the event of such a transfer, the Company Trustee will:
  - (i) withdraw from the Crown Deposit Account that proportion (the transfer proportion) of the balance in the account that the transferred amount of the Crown Initial Beneficial Interest represents of the whole of the Crown Initial Beneficial Interest prior to the transfer and pay it in cash or cleared funds to the transferee as a Beneficiary;
  - (ii) transfer to the transferee as a Beneficiary the transfer proportion of the New Zealand units held by the Company Trustee on account of the Crown Beneficial Interest; and
  - (iii) transfer to the transferee the transfer proportion of the shares held by the Crown in the Company Trustee.

**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED****7 NO REDEMPTIONS WHILE CROWN BENEFICIAL INTEREST EXISTS**

No Beneficial Interest may be redeemed, in whole or in part, while the Crown still holds a Crown Beneficial Interest except with the Crown's prior written consent.

**8 FINAL REDEMPTION OF RESIDUAL CROWN BENEFICIAL INTEREST**

- (a) On the day before the last day of the Crown Initial Period, the Company Trustee must redeem all of the Crown Beneficial Interest then outstanding (if any) by transferring to the Crown:
  - (i) land to the extent of the Crown Beneficial Interest in the Patunamu Forest Land;
  - (ii) the balance in the Crown Deposit Account;
  - (iii) New Zealand units to the extent of the Crown's Beneficial Entitlement to New Zealand units; and
  - (iv) cash to the value of the Crown's beneficial entitlement to any net income from the Patunamu Forest Land still retained in the Trust.
- (b) The Crown must:
  - (i) use any land returned for other Treaty of Waitangi settlement purposes; and
  - (ii) transfer any New Zealand units returned to the transferee of the land; and
  - (iii) use any other property returned to settle a trust for the benefit of the other Patunamu claimants.
- (c) The Crown will consent to the repurchase by the Company Trustee, for a nominal consideration of \$1, of the Crown's shares in the Company Trustee.

**9 CONSTRAINTS WHILE CROWN BENEFICIAL INTEREST EXISTS**

Notwithstanding any other provision of this Deed, until the Crown Beneficial Interest ceases entirely to exist (by transfer or redemption, in accordance with this Deed), without the Crown's written consent (which consent may be indicated by a written request from the Crown for the constrained action to occur):

- (a) a Beneficial Interest cannot be transferred or transmitted, except to an Affiliate under clause 9.1(b) or under paragraph 6;
- (b) a share in the Company Trustee cannot be transferred or transmitted, except to an Affiliate under clause 2.4(c)(ii) or if such transfer would be allowed under paragraph 6 if it were the transfer of a Beneficial Interest;
- (c) a part or all of the Patunamu Forest Land cannot be disposed of, leased, licensed (other than under a Crown Forestry Licence) or otherwise subjected to a right of exclusive possession;
- (d) a charge or other security interest cannot be created over:
  - (i) a part or all of the Patunamu Forest Land; or

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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

- (ii) a Beneficial Interest; or
  - (iii) a share in the Company Trustee;
- (e) a Major Transaction cannot be entered into;
- (f) a Beneficial Interest cannot be issued;
- (g) a share in the Company Trustee cannot be issued;
- (h) a Beneficial Interest cannot be redeemed;
- (i) a share in the Company Trustee cannot be redeemed, or cancelled;
- (j) a distribution of capital or income from the Trust cannot be made, except in compliance with clause 8 and (to the extent applicable) paragraph 10;
- (k) the Company Trustee and the Trust cannot undertake any activities other than:
  - (i) holding the Settlement Assets; and
  - (ii) receiving revenue from those Settlement Assets; and
  - (iii) making distributions permitted under clause 8 and (to the extent applicable) paragraph 10; and
  - (iv) entering into the land management arrangements described in clause 12.2.
- (l) this Deed cannot be amended under clause 24;
- (m) a Special Resolution of Beneficiaries or a written resolution under clause 22.2 cannot validly be passed;
- (n) a quorum (that does not include the Crown) cannot exist at a meeting of Beneficiaries;
- (o) a custodian or custodian Company Trustee cannot hold any of the Trust Fund; and
- (p) a resettlement cannot occur under clause 27.

**10 DISTRIBUTIONS WHILE CROWN BENEFICIAL INTEREST EXISTS**

Without the Crown's written consent, no Distribution of capital or income may be made while the Crown Beneficial Interest exists:

- (a) if the Distribution involves any distribution in kind of any part or all of the Patunamu Forest Land; or
- (b) except to the Crown, if the Distribution involves any of the Crown's beneficial entitlement to the Trust Fund, referred to in paragraph 3 of this Schedule 1; or
- (c) if the Distribution would leave the Company Trustee or the Trust with insufficient liquid or other Assets to enable the retention in full and effective management of the Patunamu Forest Land.



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**13: SHAREHOLDERS' AGREEMENT AND TRUST DEED FOR PATUNAMU FOREST LIMITED**

**11 CROWN CONSENT**

Any reference in this Deed to the Crown's consent to any matter is to be interpreted as meaning that the Crown may grant or withhold its consent in its discretion having reasonable regard to the Crown's entitlements as a Beneficiary of the Trust and Trust Fund as holder of the Crown Beneficial Interest.

**12 REPORTS TO CROWN**

- (a) In addition to providing to the Crown as a Beneficiary a copy of the annual audited consolidated accounts under clause 20, the Company Trustee will provide to the Crown such other reports relating to the affairs of the Trust as the Crown may reasonably request.
- (b) If the Crown is required by law to obtain or provide any particular type of information relating to affairs of the Trust, the Company Trustee will, subject to reimbursement by the Crown of reasonable out-of-pocket expenses, take such steps as the Crown may reasonably request to enable the Crown to comply with that law (including appointing the Auditor-General as Auditor of the Trust).

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**SCHEDULE 2 – TRANSFER OF BENEFICIAL INTERESTS**

**1 TRANSFER ALSO OF COMPANY TRUSTEE SHARES**

If a Beneficiary holds shares in the Company Trustee, the Beneficiary wishing to transfer part or all of their Beneficial Interest must transfer to the same transferee a combined parcel of Beneficial Interest and shares being in each case the same proportion of the Beneficial Interest and shares initially held by the transferor, failing which the transfer of the part or all (as the case may be) of the Beneficial Interest will be ineffective.

**2 FORM OF INSTRUMENT OF TRANSFER**

The instrument of transfer of part or all of a Beneficial Interest must:

- (a) be in writing in any usual or common form which the Company Trustee approves from time to time; and
- (b) if the Company Trustee so requests, include a deed under which the transferee binds itself to compliance with the terms of this Deed.

**3 REGISTRATION OF INSTRUMENT OF TRANSFER**

- (a) Every instrument of transfer of part or all of a Beneficial Interest must be delivered for registration to the Company Trustee at its registered office.
- (b) The transferor is deemed to remain the Beneficiary in respect of the transferred amount until the transfer of such part or all of the Beneficial Interest is entered in the Beneficial Interest Register.
- (c) Subject to paragraph 4 of this Schedule, the Company Trustee shall forthwith register each transfer delivered to it in accordance with this clause and enter the relevant details in the Beneficial Interest Register.

**4 PAYMENT OF SUMS OWED AS A CONDITION TO TRANSFER**

No transfer of any part or all of a Beneficial Interest can be registered unless the Beneficiary has paid all duties, taxes (including goods and services tax) and other commissions and charges (in cleared funds) in respect of the transfer.

**5 RETENTION OF INSTRUMENT OF TRANSFER**

Every instrument of transfer of part or all of a Beneficial Interest which is registered must be retained by the Company Trustee for such period as the Company Trustee may determine, after which (subject to the provisions of any law or this Deed to the contrary) the Company Trustee may destroy it.

**6 TRANSMISSION BY OPERATION OF LAW**

Any Person becoming entitled to a Beneficial Interest in consequence of insolvency, bankruptcy, liquidation, arrangement or composition with creditors or assignment for the benefit of creditors or scheme of arrangement of any Beneficiary may be registered as the Beneficiary in respect of the Beneficial Interest or may validly transfer the Beneficial Interest (subject to the provisions of this Deed as to transfers).

## DOCUMENTS

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