

**NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-Ā-RUA**

**and**

**THE CROWN**

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**AGREEMENT IN PRINCIPLE  
TO SETTLE  
HISTORICAL CLAIMS**

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**[DATE TO BE CONFIRMED]**

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**KARAKIA**

**KO TE TAU O TĀKITIMU**

Tau ake hoki au i taku tau nei,  
ko Rua-tipua, ko Rua-tahito  
Ngarue i runga, ngarue i raro,  
Ngarue i te iho o Tāne;  
Ko taku waka, ko Tākitimu,  
Rere mai te maramama  
Ko Ihi-nui, ko Ihi-roa,  
Ko Te Āwhiorangi  
Ko wai kai runga nei e tūpā<sup>1</sup> whai ake,  
Ko au ko Uenuku e tūpā whai ake  
E Rata, e Rata  
He aha tāu hanga, e tūpā whai ake,  
Tangi kokiri ana te tangi a te whao, e tūpā whai ake,  
E tangi ki tōna iho i makā ki tawhiti, e tūpā whai ake.  
Nā wai i tākiri taku waewae? Nā Rua i tākiri taku waewae.  
Inumia te kawa, takina te kawa,  
He kawa Tuanihinihi te kawa,  
He kawa Tuarangaranga te kawa  
Te kawa o wai, te kawa o Tākitimu;  
Inumia te waka o Tīrari  
Inumai te waka o Tīrara  
Inumia te waka o Rongokako  
Inumia te waka o Tamatea-mai-i-tawhiti.  
Haumie e, hui e, taiki e!

*According to The Ancient History of the Māori, Volume III, by John White, this karakia was recited by Ruawharo upon taking possession of the Tākitimu waka in Hawaiki.*

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<sup>1</sup> A chant for launching a canoe

MIHI

Tau ake au i taku tau nei

Ko Tāmaki Nui-a-Rua ki te raki,

Ko Wairarapa ki te tonga;

Ko Te Rohe o Rongokako,

Te iwi o Ngāti Kahungunu,

tēnei te tau ake nei e.

Kei aku nui, kei aku rahi,

Kei aku whakatamarahi ki te rangi,

Kei aku whakateitei ki te whenua,

Tēnā koutou katoa.

Nō te paranga o tēnei ara kua takahia e tātou, kua hinga atu he toa, kua ara ake he toa. Tēnei mātou te tangi tonu nei ki ngā toa kua whakawhiti atu i te tāepaepatanga o te rangi tē hoki mai ai. He ringa hāpai, he pūkōrero, he mataaho ki te ao ō onamata ērā kua ngaro nei i te tirohanga kanohi heoi anō, ko rātou tonu ka kitea i ngā mata, ka rangona hoki i ngā reo o te hunga kua mahue nei. E oki rā koutou.

Kei te kapu o ō koutou ringa e pupuritia ana, kei te aronga hoki o ō koutou karu e mau ana, ko ngā hua o ngā matapakinga huhua, o ngā whakataunga pere nuku, ka mutu,

I will chant this my chant

The chant of Tāmaki Nui-a-Rua in the north,

Of Wairarapa in the south,

Of the region of Rongokako,

Of us,

the people of Ngāti Kahungunu.

To one and all,

To the learned leaders of yesteryear,

To the esteemed leaders of today,

We salute you all.

Since forging this pathway that we have set forth on together, we have lost and welcomed champions to the cause. We still mourn for those who are no longer with us, who sit beyond the horizon never to return. Those whom we lost were deft hands, great orators and also those who served as our window to a time before our own. Though we will never see them again, we see their faces and we hear their voices in those they left behind. Rest peacefully.

What you hold in your hands, and what holds your gaze is the culmination of countless discussions, of difficult decisions made, and furthermore, of the aspirations that allow us to move forward

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ngā moehewa, e kōkiri whakamua ai tātou o Ngāti Kahungunu mai Tāmaki Nui-a-Rua ki Wairarapa me ōna tongi whenua kai waenganui.

Tēnei mātou te kī ake nei, kua ea, kua tutuki, kua wātea te huarahi ki mua i a tātou. He kawenata hou te haere ake nei, he kawenata hou te haere ake nei! Tēnā, e koke tātou.

as people of Ngāti Kahungunu from Tāmaki Nui-a-Rua to Wairarapa and everywhere in between.

We say here and now that our needs have been satisfied, our job is done, and that there is a clear way forward. A new pathway shall be forged; a new beginning shall be seized! Let us move forward together.

## 1 BACKGROUND

### **Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua**

- 1.1 Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua form a group of interconnected hapū with strong whakapapa associations and affiliating to Ngāti Kahungunu iwi. The Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua hapū occupy the most southern regions of Ngāti Kahungunu and comprise two of the six taiwhenua (regions) that make up the Ngāti Kahungunu iwi, Ngāti Kahungunu ki Tāmaki Nui-ā-Rua and Ngāti Kahungunu ki Wairarapa. The geographical extent of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua rohe is one million hectares. Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua is made up of hapū karanga (grouping of related hapū) who after extensive discussion decided to come together and work to settle the Treaty of Waitangi claims in the Tāmaki-Nui-ā-Rua and Wairarapa districts.
- 1.2 In years past Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua have taken their Treaty of Waitangi claims against the Crown through the Waitangi Tribunal inquiry process. In its 2010 *Wairarapa ki Tararua report* the Waitangi Tribunal found that many of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua claims were well founded and that the Crown had committed significant breaches of the Treaty of Waitangi in its dealings with Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua.
- 1.3 In 2011 following a lengthy period of consultation within the claimant community the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua Trust was established for the purpose of representing the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua claimants in historical Treaty claim settlement negotiations with the Crown.
- 1.4 Key milestones for Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua since then –
  - 1.4.1 successfully seeking a mandate to negotiate in 2012; and
  - 1.4.2 Crown recognition of the deed of mandate in early 2013; and
  - 1.4.3 agreeing on the terms of negotiation with the Crown in June 2013; and
  - 1.4.4 entering into negotiations with the Crown in late 2013.
- 1.5 The overarching mission for Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua is to negotiate a successful settlement that positions our people to their rightful status socially, culturally, and economically.
- 1.6 Underlying that mission are three goals:

*Goal One - Kahungunu Iwi*  
Uphold the Mana of our Iwi from Tāmaki to Wairarapa

*Goal Two - Kahungunu Marae and Hapū*  
Uphold the Mana of our Papakāinga, Marae and Hapū

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### *Goal Three - Kahungunu Whānau*

Create a platform to enable our people to thrive culturally, socially and economically

#### **Mandate and terms of negotiation**

- 1.7 Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua (Ngāti Kahungunu) gave the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua Trust a mandate to negotiate with the Crown towards a deed of settlement settling the historical claims of Ngāti Kahungunu through a series of 12 mandating hui in February and March 2012.
- 1.8 The Crown recognised this mandate on 29 November 2012.
- 1.9 The mandated representatives and the Crown agreed the scope, objectives, and general procedures for the negotiations by terms of negotiation dated June 2013.

#### **Nature and scope of deed of settlement agreed**

- 1.10 The mandated representatives and the Crown have agreed, in principle, the nature and scope of the deed of settlement.
- 1.11 This agreement in principle records that agreement and concludes substantive negotiations of the redress contemplated in this agreement in principle.

#### **Approval and signing of this agreement in principle**

- 1.12 The mandated body has –
  - 1.12.1 approved this agreement in principle; and
  - 1.12.2 authorised the mandated representatives to sign it on their behalf.

## **2 AGREEMENT IN PRINCIPLE**

- 2.1 Ngāti Kahungunu and the Crown agree –
- 2.1.1 that, in principle, the nature and scope of the deed of settlement is to be as provided in this agreement in principle; and
  - 2.1.2 to work together in good faith to develop, as soon as reasonably practicable, a deed of settlement based on this agreement in principle. In particular, parties will work together to resolve any matters in relation to clause 3.5 of this agreement in principle, and agree or determine (where applicable) those matters under clauses 3.8 and 9.2; and
  - 2.1.3 the deed of settlement is to be signed by or on behalf of Ngāti Kahungunu, the governance entity, and the Crown.



### **3 SETTLEMENT**

#### **Settlement of historical claims**

- 3.1 The deed of settlement is to provide that, on and from the settlement date, -
- 3.1.1 the historical claims of Ngāti Kahungunu are settled; and
  - 3.1.2 the Crown is released and discharged from all obligations and liabilities in respect of the historical claims; and
  - 3.1.3 the settlement is final.
- 3.2 The definitions of the historical claims, and of Ngāti Kahungunu, are to be based on the definitions of those terms in schedule 1.

#### **Terms of settlement**

- 3.3 The terms of the settlement provided in the deed of settlement are to be:
- 3.3.1 those in schedule 2; and
  - 3.3.2 any additional terms agreed by the parties.

#### **Redress**

- 3.4 The deed of settlement is to provide for redress in accordance with this agreement in principle.
- 3.5 However, the deed of settlement will include –
- 3.5.1 redress contemplated by this agreement in principle only if any overlapping claim issues in relation to that redress have been addressed to the satisfaction of the Crown; and
  - 3.5.2 a property that this agreement in principle specifies as a potential cultural redress property, or a potential commercial redress property, or a potential deferred selection property, subject to final written confirmation from the Crown that each of those properties is available. If any such potential property is not available, the Crown is under no obligation to substitute that property with another property; and
- 3.6 If the Crown is unable to confirm any redress contemplated by this agreement in principle due to overlapping claims, the parties may discuss alternative redress so that the nature of the redress contemplated by this agreement in principle is maintained so far as that is possible, in the deed of settlement.
- 3.7 If any new redress is offered by the Crown in accordance with clause 3.6, Ngāti Kahungunu acknowledge that clauses 3.5.1 and 3.5.2 apply to that redress.

**Transfer or vesting of settlement properties**

- 3.8 The settlement documentation is to provide that the vesting or transfer of:
- 3.8.1 a redress property or a purchased deferred selection property will be subject to –
    - (a) any further identification and/or survey required; and
    - (b) Part 4A of the Conservation Act 1987 (unless the settlement documentation provides otherwise); and
    - (c) sections 10 and 11 of the Crown Minerals Act 1991; and
    - (d) any relevant provisions included in the settlement documentation; and
  - 3.8.2 a redress property, will be subject to any encumbrance or right, in relation to that property that the settlement documentation either –
    - (a) describes as existing at the date of the deed of settlement; or
    - (b) requires to be created on or before the settlement date; and
  - 3.8.3 a purchased deferred selection property will be subject to any encumbrance or right, or obligation in relation to that property, that is either:
    - (a) described in the disclosure information provided for that deferred selection property (and not varied during the pre-purchase period); or
    - (b) entered into by the Crown during the pre-purchase period; or
    - (c) required to be created under the settlement documentation on or before the settlement date.

## **4 HISTORICAL ACCOUNT, ACKNOWLEDGEMENT AND APOLOGY**

- 4.1 The deed of settlement is to include –
- 4.1.1 an agreed account of the historical relationship between Ngāti Kahungunu and the Crown based, on the historical account headings in clause 4.2; and
  - 4.1.2 the Crown's acknowledgement of its acts and omissions which have breached the Treaty of Waitangi / Te Tiriti o Waitangi and its principles or caused prejudice to Ngāti Kahungunu; and
  - 4.1.3 a Crown apology for those breaches of the Treaty of Waitangi/Te Tiriti o Waitangi and its principles.
- 4.2 The Historical Account will also include the following headings:
- 4.2.1 Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua:
  - 4.2.2 Early contact between the Crown and Ngāti Kahungunu:
  - 4.2.3 Maungaroa (Barton's run), 1845:
  - 4.2.4 The Wairarapa Pastoral Economy, 1844-1852:
  - 4.2.5 The Castlepoint Deed, 1851-1853:
  - 4.2.6 The Komiti Nui, 1853:
  - 4.2.7 Crown Land Purchasing, 1853 to 1865:
  - 4.2.8 Reserves:
  - 4.2.9 The Koha Fund, Education and Health Provision:
  - 4.2.10 Te Pooti-riri-kore: A Land Without War – King and Queen in Wairarapa ki Tāmaki Nui-ā-Rua:
  - 4.2.11 The Native Land Court:
  - 4.2.12 Crown Purchasing in Tāmaki-Nui-a-Rua, 1866-1900:
  - 4.2.13 Crown and Private Purchasing in Wairarapa, 1866-1900:
  - 4.2.14 Ngāti Kahungunu's Political Responses – Repudiation and Kotahitanga:
  - 4.2.15 Twentieth Century Land 7 Issues:

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- 4.2.16 Wairarapa Moana and Pouākani:
- 4.2.17 Public Works Takings and Mangakino:
- 4.2.18 Te Taiao: Environmental Issues:
- 4.2.19 Protection of Ngāti Kahungunu Heritage:
- 4.2.20 Ngāti Kahungunu and the Defence of NZ; and
- 4.2.21 Social and Economic Under-Development.

## 5 CULTURAL REDRESS

### General

- 5.1 All items of cultural redress discussed in the following sections are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 5.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of cultural redress have been addressed to the satisfaction of the Crown; and
  - 5.1.2 any other conditions specified in the cultural redress tables provided below and set out in clauses 3.5, 3.8, 9.2 and of this agreement in principle.

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### He Kawenata Hou ('A New Covenant')

#### Karakia waerea

Whitiwhitia i te ora!

Whitiwhitia i te ora!

Ka ea ki runga

Ka ea ki raro

He tipua, he tawhito

He ioio nui, he ioio roa

He ioio atua Tāne-te-wānanga

Houhia te uru ora

He ueue tawhito, he ueue tipua

He ueue atua

Rongomai atua

E hua tō tino

E hua tō aro

E hua tō ariki e

Kia tapatapatū

Kia tapatapa rangi

Ki ngā rangi nao ariki

Ki ngā rangi tātara

Kia eke tiritiri o ngā rangi

Tūturu o whiti whakamaui kia tina, tina!

Haumi e, hui e, tāiki e!

This karakia waerea was recited by Te Mātorohanga at Te Hautawa when preparing a space for the whare wānanga. This type of karakia is used for spiritual cleansing and its purpose in this context is to set forth a new pathway.

#### Background section

- 5.2 Ngāti Kahungunu's aspirations are based on an arrangement between Governor Grey and Ngāti Kahungunu in 1853, which Ngāti Kahungunu describe as a 'kawenata' or 'covenant'. Under this arrangement, the Crown led Ngāti Kahungunu to expect much in social and economic benefits from the Crown and Pākehā settlement following sale to the Crown of Ngāti Kahungunu land.
- 5.3 Ngāti Kahungunu leaders resisted selling land to the Crown through the mid-1840s and early 1850s, preferring instead the sizable 'leasehold economy' which earned them substantial rents and other income from the trade in goods.

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- 5.4 In 1853, Governor Grey and Donald McLean embarked on a new attempt to purchase land in the Wairarapa and to bring an end to the leasehold economy which the Crown opposed. In August 1853, they convened a 'komiti nui' (large assembly) in southern Wairarapa. Grey reiterated the benefits which could be expected from sale to the Crown, including ample reserves for Māori, schools, medical services, and assistance in acquiring capital items such as flour mills. Many of these items were mentioned in the terms of the 'koha' or 'five percents' clauses included in a number of Wairarapa purchase deeds.
- 5.5 Within a year of the komiti nui (and including the large Castlepoint purchase just prior to the komiti nui), Wairarapa and Tāmaki Nui-ā-Rua Māori had sold to the Crown about 1,500,000 acres, representing around three-fifths of Wairarapa and Tāmaki-nui-a-Rua.
- 5.6 Also in 1853, Ngāti Kahungunu tīpuna (ancestors) were involved in the gifting of Pāpāwai and Kaikōkikiriri lands to the Anglican Church for educational purposes. These gifts were facilitated by Governor Grey and the land was granted to the Church by the Crown on conditions determined by it not by Ngāti Kahungunu. Ngāti Kahungunu expectations about the use of this land or the funds derived from it were not fulfilled.
- 5.7 In the 1890s, Ngāti Kahungunu tīpuna (ancestors) took a leading role in the Kotahitanga movement, a national movement grounded in the Treaty of Waitangi that sought a measure of autonomy from the Crown in making important decisions about Māori land and communities. As part of Ngāti Kahungunu's commitment to a relationship with the Crown, they in 1896 sought to resolve their longstanding grievances over the ownership and management of Wairarapa Moana through gifting the Lakes to the Crown in a tuku rangatira ('chiefly gift exchange'). The Crown promised to create reserves for Ngāti Kahungunu near the lakes but eventually provided substitute property in far away King Country (at Pouākani).
- 5.8 In 1897, a Kotahitanga petition sent to England with a Ngāti Kahungunu rangatira sought an end to the alienation of the remnants of Māori land. In the period immediately following this petition, Premier Richard Seddon worked with Kotahitanga, in particular at Pāpāwai marae near Greytown in 1898, to develop proposals for greater Māori decision-making over Māori land and affairs. Eventually legislation of 1900 established Maori Councils and went some way to fulfilling Ngāti Kahungunu and Kotahitanga aspirations. However these innovations were soon undermined by a lack of funding, reductions in Maori representation on Māori Land Boards, and the purchase of Māori land being resumed.
- 5.9 The expectations of benefit that the Crown led Ngāti Kahungunu to anticipate from the kawenata of 1853, and which were to some extent renewed through the 1890s Kotahitanga movement, were disappointed or not fulfilled. The parties – Ngāti Kahungunu and the Crown – now wish to reflect this historical arrangement in a new kawenata (He Kawenata Hou).

### **Implementation of He Kawenata Hou**

- 5.10 Ngāti Kahungunu and the Crown will work in partnership to develop and implement a social and economic revitalisation strategy, the objectives of which will be to -
- 5.10.1 provide a framework for the Crown to partner with Ngāti Kahungunu to identify and fulfil opportunities to promote the economic and social well being of Ngāti Kahungunu and the wider region; and

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- 5.10.2 enable Ngāti Kahungunu to support and contribute to the social and economic development of Ngāti Kahungunu and the wider region; and
- 5.10.3 develop and implement more effective delivery of social and economic services and programmes of Ngāti Kahungunu and the wider region.
- 5.11 Ngāti Kahungunu and the Crown will develop the strategy through the following phases:
  - 5.11.1 **scoping phase:** within 12 months of signing the deed of settlement, the Crown agencies set out in clause 5.14 and Ngāti Kahungunu will meet and exchange information to identify the opportunities for co-operation in the delivery of social and economic services and allocate responsibilities for the preparation of the strategy; and
  - 5.11.2 **preparation of the strategy:** the Crown agencies listed in clause 5.14 and Ngāti Kahungunu will prepare a strategy to achieve the objectives outlined in clause 5.10 of this agreement in principle; and
  - 5.11.3 **implementation of the strategy:** the Crown agencies listed in clause 5.14 and Ngāti Kahungunu will carry out their respective responsibilities under the strategy. This phase will also include evaluation checks.
  - 5.11.4 The process set out above will also be followed in relation to the Crown agencies set out in clauses 5.14 of the agreement in principle at a time to be agreed between the parties.
- 5.12 The strategy will reflect the overarching objectives of Ngāti Kahungunu which are to:
  - 5.12.1 provide a framework for the Crown to partner with Ngāti Kahungunu to identify and fulfil opportunities to promote economic and social wellbeing of Ngāti Kahungunu;
  - 5.12.2 enable Ngāti Kahungunu to support and contribute to the social and economic development of Ngāti Kahungunu; and
  - 5.12.3 develop and implement a plan for the transformation of the social and economic circumstances of Ngāti Kahungunu.
- 5.13 The strategy will contain -
  - 5.13.1 The shared social and economic goals of Ngāti Kahungunu and the Crown; and
  - 5.13.2 commitments from Ngāti Kahungunu and Crown agencies to combine action and sharing of resources where that is in the mutual interests of Ngāti Kahungunu and the Crown agencies; and
  - 5.13.3 a monitoring and evaluation framework for the strategy; and
  - 5.13.4 mechanisms for the resolution of disputes.



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- 5.14 The following Crown agencies will be involved in the development of the social and economic revitalisation strategy:
- 5.14.1 Ministry of Education; and
  - 5.14.2 Wairarapa District Health Board; and
  - 5.14.3 Mid Central District Health Board; and
  - 5.14.4 Ministry of Business, Innovation and Employment; and
  - 5.14.5 Ministry of Social Development; and
  - 5.14.6 Ministry of Justice; and
  - 5.14.7 Department of Corrections; and
  - 5.14.8 New Zealand Police.
- 5.15 If other Crown agencies agree, they may be added to the list in clause 5.14.
- 5.16 The strategy will be developed with Crown agencies and implemented to the extent agency resourcing will allow.
- 5.17 The strategy will not override the Crown's ability to make decisions relating to Crown policy setting, funding and responsibilities, or to provide services in the Wairarapa Tāmaki Nui-ā-Rua region. Nor will the strategy derogate from the Crown's responsibilities in the Wairarapa Tāmaki Nui-ā-Rua region.

### **WAIRARAPA MOANA STATUTORY BOARD**

#### **Background**

- 5.18 The parties have agreed, together with Rangitāne o Wairarapa and Rangitāne Tāmaki Nui-ā-Rua, to be part of a statutory board comprising members appointed by the following –
- 5.18.1 the governance entity:
  - 5.18.2 the trustees of the Rangitāne Tū Mai Rā Trust:
  - 5.18.3 the Minister of Conservation:
  - 5.18.4 the Wellington Regional Council:
  - 5.18.5 the South Wairarapa District Council.

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### **Shared redress legislation**

- 5.19 The shared redress legislation will provide for the matters set out in clauses 5.20 to 5.59 and 5.64 to 5.67.

### **Establishment and purpose of the Wairarapa Moana statutory board**

- 5.20 The shared redress legislation will establish a statutory board, called the Wairarapa Moana statutory board, whose purpose will be to act as a guardian of Wairarapa Moana and the Ruamahanga River catchment, for the benefit of present and future generations by:
- 5.20.1 being the administering body of Wairarapa Moana reserves as if it were appointed to control and manage the reserves under section 30(1) of the Reserves Act 1977 and the shared redress legislation, including to protect and enhance their cultural, spiritual and ecological values; and
  - 5.20.2 being the manager of the Wairarapa Moana marginal strips as if under section 24H of the Conservation Act 1987; and
  - 5.20.3 providing leadership on the sustainable management of the Ruamahanga River catchment; and
  - 5.20.4 promoting the restoration, protection and enhancement of the social, economic, cultural, environmental and spiritual health and well being of Wairarapa Moana and the Ruamahanga River catchment as they relate to natural resources.
- 5.21 The Wairarapa Moana statutory board will comprise –
- 5.21.1 4 members appointed by the governance entity, including 2 hapū members representing Pāpāwai and Kohunui Marae; and
  - 5.21.2 1 member appointed by the trustees of the Rangitāne Tū Mai Rā Trust; and
  - 5.21.3 2 members appointed by the Minister of Conservation; and
  - 5.21.4 2 members appointed by the Wellington Regional Council; and
  - 5.21.5 1 member appointed by the South Wairarapa District Council.
- 5.22 The Chair of the Wairarapa Moana statutory board will be elected by the board members from amongst the 4 members appointed by the governance entity.
- 5.23 The Wairarapa Moana statutory board will be the administering body of Wairarapa Moana reserves as if it were appointed to control and manage the reserves under section 30(1) of the Reserves Act 1977 for the purposes set out in the Reserves Act 1977 and the shared redress legislation and the manager of Wairarapa Moana marginal strips as if under section 24H of the Conservation Act 1987.

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### **Functions of the Wairarapa Moana statutory board**

- 5.24 The principal function of the statutory board is to achieve its purpose.
- 5.25 The other functions of the statutory board are –
- 5.25.1 to prepare and approve a publicly notified Wairarapa Moana Board document as set out in clauses 5.27 to 5.31; and
  - 5.25.2 to prepare and approve the statutory board's annual and multi-year priorities; and
  - 5.25.3 to jointly agree with the appointers an annual operational management programme; and
  - 5.25.4 to approve conservation projects and any other projects to be undertaken by the Board or one or more appointers as agreed by the appointers from time to time; and
  - 5.25.5 to provide advice to the Minister of Conservation and Department of Conservation on conservation matters relating to Wairarapa Moana reserves, including advice on rules for commercial and recreational fishing within Wairarapa Moana reserves; and
  - 5.25.6 to engage with, seek advice from, and provide advice to local authorities and other relevant agencies regarding the sustainable integrated management of Wairarapa Moana and the Ruamahanga River catchment; and
  - 5.25.7 to seek approval from the Minister of Conservation for the commercial take of indigenous species within Wairarapa Moana reserves; and
  - 5.25.8 to monitor and report to the appointers annually on the implementation and achievement of the Wairarapa Moana Board document and the operational management programme agreed under clause 5.36; and
  - 5.25.9 to engage with third parties and interest groups, including producing and disseminating information and awareness of Wairarapa Moana and the Ruamahanga River catchment; and
  - 5.25.10 to undertake any other function required to achieve the statutory board's purpose.
- 5.26 In addition to the sub-committee referred to in clause 5.33, in carrying out its functions, the statutory board may establish sub-committees of its members which may invite advisors and observers to attend their sub-committee meetings.

### **Wairarapa Moana Board Document**

- 5.27 The Wairarapa Moana statutory board must prepare and approve the Wairarapa Moana Board Document in accordance with procedures and timeframes set out in the shared redress legislation.

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- 5.28 The Wairarapa Moana Board Document will consist of the following three parts:
- 5.28.1 an overarching vision and statement of desired outcomes for Wairarapa Moana which recognises and provides for the cultural and spiritual values of Wairarapa Moana:
  - 5.28.2 a reserves management plan for all Wairarapa Moana reserves that reflects the statutory board's overarching vision and desired outcomes and is consistent with conservation and shared redress legislation:
  - 5.28.3 a natural resources document that identifies the statutory board's issues, values, vision, objectives, and desired outcomes for sustainable management of natural resources in the Ruamahanga River catchment, to the extent that they apply to the health and wellbeing of Wairarapa Moana and/or the Ruamahanga River catchment.
- 5.29 In particular the Wairarapa Moana Board Document will –
- 5.29.1 recognise and give expression to the relationship of Ngāti Kahungunu and Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua and their culture and traditions with their ancestral lands, water, wahi tapū sites and other taonga in Wairarapa Moana and/or the Ruamahanga River catchment; and
  - 5.29.2 respect Ngāti Kahungunu and Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua tikanga and values in the management of Wairarapa Moana and/or the Ruamahanga River catchment.
- 5.30 The Ngāti Kahungunu deed of settlement and the shared redress legislation will set out in full a public notification and submission process for the Wairarapa Moana Board Document including for –
- 5.30.1 the reserves management plan in accordance with section 41 of the Reserves Act 1977; and
  - 5.30.2 the natural resources document which will include –
    - (a) a public notification of the draft natural resources document process;
    - (b) the availability of the draft natural resources document for public inspection at specified places;
    - (c) the ability of interested persons or organisations to lodge submissions on the draft natural resources document for at least 20 business days after the date of the publication of the notice;
    - (d) the consideration of any written submissions that are consistent with the purpose of the natural resources document by the Wairarapa Moana Statutory Board;
    - (e) a hearing process at the discretion of the Wairarapa Moana Board;

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- (f) a process for approving the natural resources document; and
- (g) the notification of the approved natural resources document.

5.31 At the discretion of the Wairarapa Moana Board the public notification and submission process for the Wairarapa Moana Board Document may either comprise separate processes for the reserves management plan and the natural resources document or a combined process.

### **Preparation of reserves management plan**

5.32 The shared redress legislation will provide that –

5.32.1 the Department of Conservation and the governance entity prepare, in consultation with the statutory board, a draft reserves management plan; and

5.32.2 in accordance with the process set out in the Reserves Act 1977, the statutory board will recommend the draft reserves management plan to the Minister of Conservation for approval; and

5.32.3 the Department of Conservation will be responsible for organising and funding processes required under section 41 of the Reserves Act 1977.

### **Preparation of natural resources document**

5.33 The shared redress legislation will provide that –

5.33.1 a sub-committee of the statutory board be established to prepare and recommend the natural resources document to the statutory board for approval; and

5.33.2 the sub-committee will comprise the following members:

(a) 2 members appointed by the governance entity:

(b) 2 members appointed by the Rangitāne Tū Mai Ra Trust:

(c) 1 member appointed by the Wellington Regional Council:

(d) 1 member appointed by the South Wairarapa District Council:

(e) 1 member appointed by the Masterton District Council:

(f) 1 member appointed by the Carterton District Council; and

5.33.3 the statutory board will consider and approve the natural resources document or refer it back to the sub-committee for reconsideration if there is any recommendation made by the sub-committee that the board considers is not consistent with its purposes, or the board's overarching vision and statement

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of desired outcomes, in order for the sub-committee to provide further recommendations to the board; and

- 5.33.4 the purpose of the natural resources document is to identify issues, values, vision, objectives and desired outcomes for sustainable management of natural resources in the Ruamahanga River catchment, in order to:
- (a) provide leadership on the sustainable management of the Ruamahanga River Catchment in a way that promotes its restoration, protection and enhancement of the social, economic, cultural, environmental and spiritual health and well being of Wairarapa Moana and/or the Ruamahanga River catchment; and
  - (b) recognise and give expression to the relationship of Ngāti Kahungunu and Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua and their culture and traditions with their ancestral lands, water, sites, wahi tapū and other taonga in Wairarapa Moana and/or the Ruamahanga River catchment; and
  - (c) respect Ngāti Kahungunu and Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua tikanga and values in the management of Wairarapa Moana and/or the Ruamahanga River catchment; and
- 5.33.5 the natural resource document must not contain rules or regulatory methods.

### **Operational management of Wairarapa Moana reserves**

- 5.34 The shared redress legislation will provide that the appointers will have primary responsibility for delivery of operational management.
- 5.35 The statutory board must hold an annual planning meeting, at which the statutory board will determine its annual and multi-year priorities.
- 5.36 The statutory board and appointers will agree a collaborative operational management programme.
- 5.37 The annual operational management programme must –
- 5.37.1 be consistent with relevant legislation and the Wairarapa Moana Board Document; and
  - 5.37.2 not be inconsistent with the statutory board's annual and multi-year priorities; and
  - 5.37.3 be commensurate with the level of funding contributed by the statutory board and appointers at their discretion for the year in question.
- 5.38 The appointers may contribute to operational management across all or some areas of Wairarapa Moana reserves irrespective of ownership.

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- 5.39 The appointers will pay directly from their own funds for the operational management costs to which they have committed to contribute through the operational management programme.
- 5.40 The statutory board may directly fund special projects from a variety of funding sources (including through a contestable process) and engage third parties to undertake the work in accordance with the annual operational management programme.
- 5.41 The appointers will report annually to the statutory board and the other appointers and sub-committee appointers on delivery of the operational management programme for the previous year at the annual planning meeting.

### **Statutory effect of Wairarapa Moana Board Document and statutory board's advice**

- 5.42 The shared redress legislation will provide that –
- 5.42.1 in preparing or changing a regional policy statement, regional plan or district plan under the Resource Management Act 1991, the relevant local authority must recognise and provide for the content of the natural resources document to the extent that it is relevant to matters covered by those plans; and
  - 5.42.2 the relevant local authority must have particular regard to the content of the natural resources document in preparing or approving long-term and annual plans under the Local Government Act 2002 to the extent that the content of the document is relevant to matters covered by those plans; and
  - 5.42.3 for the purposes of clauses 5.42.1 and 5.42.2 “content” means issues, values, vision, objectives and desired outcomes for sustainable management of natural resources in the Ruamahanga River catchment; and
  - 5.42.4 in preparing a conservation management strategy, the Director-General of Conservation must have particular regard to the overarching vision and statement of desired outcomes in the Wairarapa Moana Board Document to the extent that the content of the document is relevant to matters covered by that strategy, and to the approved reserves management plan for Wairarapa Moana reserves; and
  - 5.42.5 in preparing any other conservation statutory plan, the Director-General of Conservation must have particular regard to the overarching vision and statement of desired outcomes in the Wairarapa Moana Board Document to the extent that the content of the document is relevant to matters covered by that plan, and to any advice provided to the Minister of Conservation by the Wairarapa Moana statutory board; and
  - 5.42.6 the Minister of Conservation must have particular regard to advice from the statutory board on rules for recreational and commercial fishing to apply to Wairarapa Moana reserves; and
  - 5.42.7 the contents of the Wairarapa Moana Board Document do not predetermine or constrain the identification of freshwater values or setting freshwater

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objectives by local authorities and their communities under the National Policy Statement for Freshwater Management 2014.

### **Other matters relating to the Wairarapa Moana statutory board**

- 5.43 The shared redress legislation will provide –
- 5.43.1 for the matters set out in clauses 5.44 to 5.54 relating to the Wairarapa Moana statutory board and its members to be set out in a schedule to the legislation, but
  - 5.43.2 that otherwise the statutory board and its members may regulate their own procedures.

#### *Appointment*

- 5.44 A member of the statutory board may be appointed, reappointed or discharged at the discretion of the appointer by the appointer giving written notice to the member and the other appointers.
- 5.45 Where there is a vacancy on the statutory board, the relevant appointer will fill that vacancy as soon as is reasonably practicable.
- 5.46 A member of the sub-committee referred to under clause 5.33.1 may be appointed, reappointed or discharged at the discretion of the appointer of the sub-committee by giving written notice to the member and the other sub-committee appointers.
- 5.47 Where there is a vacancy on the subcommittee referred to under clause 5.33.1 the relevant sub-committee appointer will fill that vacancy as soon as is reasonably practicable.

#### *Procedures and meetings of the board*

- 5.48 Sections 32 to 34 of the Reserves Act 1977 apply, with any necessary modifications and to the extent consistent with the shared redress legislation, to the Wairarapa Moana statutory board as if it were a board for the purposes of that Act.
- 5.49 The first meeting of the Wairarapa Moana statutory board must be held no later than six months after the settlement date or earlier if there is a statutory responsibility that requires the board's decision-making at an earlier date.
- 5.50 At its first meeting, the Wairarapa Moana statutory board must –
- 5.50.1 adopt standing orders for the initial procedure of the statutory board; and
  - 5.50.2 agree on a schedule of meetings.

#### *Quorum and decision-making of the board*

- 5.51 The quorum for a meeting of the Wairarapa Moana statutory board will be 6 members, of which at least 3 of the attendees must be members appointed by the governance



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entity and the trustees of the Rangitāne Tū Mai Rā Trust, and at least 3 must be members appointed by other appointers.

- 5.52 The decisions of the Wairarapa Moana statutory board will be made by vote at a meeting. The statutory board will seek to achieve consensus but, where that is not possible, decisions will be made by vote at a meeting by a 75% majority of those members present. The Chair has a deliberative but not a casting vote.
- 5.53 The statutory board may adopt its own procedures, subject to compliance with the Reserves Act 1977 with any necessary modifications and to the extent consistent with the shared redress legislation.
- 5.54 To avoid doubt, the statutory board is not a committee or joint committee of a local authority for the purposes of the Local Government Act 2002 or any other Act.

### *Funding and administrative support*

- 5.55 Each appointer or sub-committee appointer is responsible for meeting the expenses of its appointees.
- 5.56 Wellington Regional Council will provide secretariat services for the statutory board and the sub-committees of the board.
- 5.57 The Wairarapa Moana statutory board may seek sponsorship and funds from other sources for its activities.
- 5.58 On the settlement date, the Crown will provide \$500,000 to Wellington Regional Council as a one-off contribution to the costs of the preparation and public notification of the natural resource document.
- 5.59 Wellington Regional Council will hold the fund on behalf of the statutory board as a separate and identifiable ledger item and spend those funds as directed by the statutory board in accordance with the purposes set out at clause 5.58.

### **Outstanding matters to be negotiated further**

- 5.60 The parties intend that the matters to be further negotiated and agreed for inclusion in the deed of settlement include, but are not limited to the following:
- 5.60.1 how authorisations in relation to Wairarapa Moana reserves are to be issued, and by whom:
- 5.60.2 timeframes for completing operational management programmes and for authorisations:
- 5.60.3 a dispute resolution process of the statutory board and sub-committees:
- 5.60.4 liabilities and indemnities for the statutory board, sub-committees and the appointers:

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- 5.60.5 the name of the Wairarapa Moana statutory board and the Wairarapa Moana board document.
- 5.61 Details around appointment and eligibility for membership of the statutory board will be developed and agreed for inclusion in the deed of settlement where appropriate.
- 5.62 The parties will explore between the date of this agreement in principle and the signing of the deed of settlement, the inclusion of additional reserves to be administered by the statutory board, with the schedule of Wairarapa Moana reserves to be administered by the board to be confirmed in the Ngāti Kahungunu deed of settlement.

### **Commercial fishing**

- 5.63 Notwithstanding Section 50 of the Reserves Act 1977, the Minister of Conservation may approve commercial fishing on Wairarapa Moana Reserves on the recommendation of the statutory board.

### **Customary fishing regulations**

- 5.64 After the later of the settlement date and the Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua settlement date, a collaborative process will be established to explore the need for and, where appropriate, develop regulatory mechanisms under the Fisheries Act 1996 to provide for the management of customary food gathering and management of customary fishing grounds by Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua, Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua, to apply to Wairarapa Moana and the Ruamahanga River catchment.
- 5.65 The participants in that collaborative process will be the following entities:
- 5.65.1 the governance entity:
- 5.65.2 the Rangitāne governance entity:
- 5.65.3 the Ministry for Primary Industries.
- 5.66 The Crown, the Mandated Representatives of Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua and Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua negotiators intend that the shared redress legislation will provide –
- 5.66.1 authority for the making of regulations to apply to Wairarapa Moana and its catchment under the Fisheries Act 1996 in relation to –
- (a) the management of customary food gathering by Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua and Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua; and
- (b) applications for the management of customary fishing grounds of special significance to Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua, or Rangitāne o Wairarapa or Rangitāne o Tāmaki Nui-ā-Rua; and

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- 5.66.2 that the process for considering and deciding on applications to manage fishing grounds of special significance to Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua or Rangitāne o Wairarapa or Rangitāne o Tamaki Nui-ā-Rua will be consistent with the relevant provisions of the Fisheries (Kaimoana Customary Fishing) Regulations 1998; and
- 5.66.3 if, after consultation between the post-settlement governance entities for Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua, Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua and their constituent hapū, the participants in the collaborative process referred to in clause 5.65 agree that regulations in relation to the management of customary food gathering and the management of customary fishing grounds are required, those participants will:
- (a) provide advice to the Minister for Primary Industries on the required regulations and the content of them; and
  - (b) the Minister will recommend the making of regulations to give effect to the advice provided in clause 5.66.3(a).
- 5.67 For the purposes of this clause “customary food gathering” has the meaning given to it in section 186 of the Fisheries Act 1996.

### **Te Upoko Taiao**

- 5.68 The deed of settlement is to provide that the settlement legislation will provide that the committee is a permanent committee of the Wellington Regional Council deemed to be appointed under clause 30(1)(a) of Schedule 7 of the Local Government Act 2002.
- 5.69 The deed of settlement is to provide that the settlement legislation will provide that the terms of reference may only be changed by Wellington Regional Council on the recommendation of the committee.
- 5.70 The deed of settlement is to provide that the settlement legislation will provide that the committee may only be disestablished by Wellington Regional Council on the recommendation of the committee.

### **Definitions for Wairarapa Moana**

**appointer** – each entity or person referred to as an appointer under clause 5.18.

**financial year** – the period of 12 months ending on 30 June in each calendar year.

**governance entity** – is the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua post-settlement governance entity.

**Parties** – the Crown and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua.

**Rangitāne governance entity** means the entity entitled to receive redress under the legislation to give effect to the deed of settlement of historical claims of Rangitāne o Wairarapa and Rangitāne Tāmaki Nui-ā-Rua.

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**Rangitāne settlement date** means the settlement date under the legislation to give effect to the deed of settlement of historical claims of Rangitāne o Wairarapa and Rangitāne Tāmaki Nui-ā-Rua.

**Ruamahanga River catchment** – the catchment area shown edged green on the map attached as Appendix 2.

**sub-committee appointer** – each entity or person referred to in clause 5.33.2.

**Wairarapa Moana** – the land and natural resources within the Wairarapa Moana reserves area as described in Appendix 3 and as shown on the plan in Appendix 4.

**Wairarapa Moana reserves** – the reserves described in Appendix 3, the general location of which is shown on the plan in Appendix 4, and any other reserves which the Wairarapa Moana statutory board is appointed to control and manage under the relevant part of the shared redress legislation.

**Wairarapa Moana statutory board** or **statutory board** – the statutory board established under clause 5.20.

**committee** - the committee established by the Wellington Regional Council on 18 August 2009, known as Te Upoko Taiao - Natural Resource Management Committee.

**terms of reference** - the terms of reference for the committee adopted by the Wellington Regional Council on 18 August 2009, including any amendments made before the date of the deed of settlement.

### **Manawatu River Advisory Board**

- 5.71 The Crown offers the opportunity for the governance entity to have statutory membership on the Manawatu River Advisory Board, proposed to be established through the Rangitāne o Manawatu deed of settlement and settlement legislation. The advisory board is intended to work in a collaborative manner with the Manawatu-Wanganui Regional Council with the common purpose of addressing and promoting the health, wellbeing, sustainable use and mana of the Manawatu River within the jurisdiction of the Manawatu-Wanganui Regional Council. The role of the advisory board would be to provide advice to the Manawatu-Wanganui Regional Council in relation to the freshwater management issues relating to the Manawatu River catchment under the Resource Management Act 1991.

### **Potential cultural redress properties**

- 5.72 The deed of settlement is to provide that the settlement legislation will vest in the governance entity those of the properties described in Table 1 below as potential cultural redress properties that the parties agree are to be cultural redress properties.
- 5.73 If the parties agree a potential cultural redress property is to be vested as a cultural redress property, it will be vested in the governance entity on the basis provided in Table 1 below.

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### Potential shared redress properties

5.74 The deed of settlement is to provide that the shared redress legislation will jointly vest in the governance entity and the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua governance entity, those properties described in Table 2 below as potential shared redress properties.

5.75 The deed of settlement is to provide for the terms of transfer of the shared redress properties.

**Table 1 - Potential cultural redress properties**

<b>Name of area</b>	<b>General description/location</b>	<b>Conditions of vesting / Specific conditions currently known</b>
Allsops Bay Wildlife Reserve	<i>Wellington Land District – South Wairarapa District</i> 215.27 hectares, approximately, being Part Sections 49 and 50 Block XIII Wairarapa Survey District. Part <i>Gazette</i> notice 506609.1. Subject to survey.	Subject to reserve status and administration by the Wairarapa Moana Statutory Board  Refer to Map 1 attached
Battery Hill Conservation Area	<i>Wellington Land District – South Wairarapa District</i> 0.3900 hectares, more or less, being Section 138 Western Lake District. Part Transfer 560300.	Subject to historic reserve status  Refer to Map 2 attached
Bull Hill /Aorangi (Maunga / Peak)	<i>Wellington Land District – South Wairarapa District</i> 10.00 hectares, approximately, being Part Haurangi State Forest Park SO 14449. Part <i>Gazette</i> 1974, p 2975. Subject to survey.	Subject to scenic reserve status  Refer to Map 3 attached
Kupe's Sail Rock Recreation Reserve	<i>Wellington Land District – South Wairarapa District</i>  2.1890 hectares, more or less, being Lot 3 DP 90905. All computer freehold register WN58C/731.  4.38 hectares, approximately, being Part Lots 1, 3 and 4 DP 46860. Part computer freehold register WN17C/409. Subject to survey.  0.37 hectares, approximately, being Part Lot 1 DP 53350. Part computer freehold register WN24D/737. Subject to survey.  0.91 hectares, approximately, being Part Lot 2 DP 53350. Part computer freehold register WN24D/738. Subject to survey.	Subject to historic reserve status          Refer to Map 4 attached
Part Lake Wairarapa Wetland Conservation Area (dry land)	626 hectares approximately – legal description to be confirmed.	Subject to reserve status and administration by the Wairarapa Moana Statutory Board    Refer to Map 5 attached

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Name of area	General description/location	Conditions of vesting / Specific conditions currently known
Mount Barton / Tuhirangi (Maunga / Peak)	<p><i>Wellington Land District – South Wairarapa District</i></p> <p>10.00 hectares, approximately, being Parts Haurangi State Forest Park SO 14449. Part <i>Gazette</i> 1974, p 2975. Subject to survey.</p>	<p>Subject to scenic reserve status</p> <p>Refer to Map 6 attached</p>
Mount Ross / Hikapu (Maunga / Peak)	<p><i>Wellington Land District – South Wairarapa District</i></p> <p>1.50 hectares, approximately, being Part Lot 1 DP 15017. Part computer freehold register WN571/35. Subject to survey.</p> <p>8.50 hectares, approximately, being Part Waitetuna 1A7 and Part Haurangi State Forest SO 14449. Part <i>Gazette</i> 1974, p 2975. Subject to survey.</p>	<p>Subject to scenic reserve status</p> <p>Refer to Map 7 attached</p>
Owhanga Landing Reserve	<p><i>Wellington Land District – South Wairarapa District</i></p> <p>6.07 hectares, approximately, being Parts Section 92 Western Lake District. Part <i>Gazette</i> 2008, p 3508. Subject to survey.</p>	<p>Subject to reserve status and administration by the Wairarapa Moana Statutory Board</p> <p>Refer to Map 8 attached</p>
Part Matthews & Boggy Pond Wildlife Reserve	<p><i>Wellington Land District – South Wairarapa District</i></p> <p>30 hectares, approximately, being Part Section 49 Kahutara District. Part <i>Gazette</i> 1987, p 1327. Subject to survey.</p>	<p>Subject to reserve status, existing grazing licence and administration by the Wairarapa Moana Statutory Board</p> <p>Refer to Map 9 attached</p>
Part Rimutaka Forest Park	<p><i>Wellington Land District – South Wairarapa District</i></p> <p>3.00 hectares, approximately, being Part Rimutaka Forest Park SO 11841. Part <i>Gazette</i> 1972, p 1641. Subject to Survey.</p>	<p>Subject to recreation reserve status</p> <p>Refer to Map 10 attached</p>
Part Tararua Forest Park – Holdsworth	<p><i>Wellington Land District – Carterton District</i></p> <p>50.00 hectares, approximately, being Part Section 383 Taratahi District. Part computer freehold register WN428/230. Subject to survey.</p>	<p>Subject to recreation reserve status</p> <p>Refer to Map 11 attached</p>
Part Puketoi Conservation Area	<p><i>Wellington Land District – Tararua District</i></p> <p>50.00 hectares, approximately, being Part Sections 30 and 31 Block XV Makuri Survey District. Part <i>Gazette</i> 1940, p 2563. Subject to survey.</p>	<p>Subject to scenic reserve status</p> <p>Refer to Map 12 attached</p>
Red River Scenic Reserve	<p><i>Hawke's Bay Land District – Tararua District</i></p> <p>668.0200 hectares, more or less, being Lot 1 DP 321658. All computer freehold</p>	<p>Subject to scenic reserve status and establishment of a Board as the administering body for the co-management with the</p>

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Name of area	General description/location	Conditions of vesting / Specific conditions currently known
	register 86577.	Department of Conservation  Refer to Map 13 attached
Rimutaka Peak (Maunga / Peak)	<i>Wellington Land District – Upper Hutt and South Wairarapa Districts</i> 10 hectares, approximately, being Part Sections 350 and 351 Featherston Suburban, Part Lots 1 and 2 DP 141, and Part Section 25 Pakuratahi District. Subject to survey.	Subject to scenic reserve status  Refer to Map 14 attached
Ruamahanga Cutoff Wildlife Reserve	<i>Wellington Land District – South Wairarapa District</i> 51.80 hectares, approximately, being Part Section 106 Turanganui District. Part Gazette notice B513385.2. Subject to survey.	Subject to reserve status and administration by the Wairarapa Moana Statutory Board  Refer to Map 15 attached
Te Kopi (Part Aorangi Forest Park)	<i>Wellington Land District – South Wairarapa District</i> 32.91 hectares, approximately, being Part Section 13 Block XIV Haurangi Survey District. Part Gazette 1983, p 4064. Subject to survey.	Without reserve status but subject to, and together with, right of way easements and building and pest control covenants  Refer to Map 16 attached
Tora Recreation Reserve	<i>Wellington Land District – South Wairarapa District</i> 2.4450 hectares, more or less, being Section 1 SO 36514. All Gazette notice B198133.2.  3.1800 hectares, more or less, being Section 1 SO 35204. All Gazette notice B134902.	1 hectare will vest in fee simple without reserve status. The balance will be subject to scenic reserve status  Refer to Map 17 attached
White Rock Reserve	<i>Wellington Land District – South Wairarapa District</i> 0.6204 hectares, more or less, being Lot 1 DP 45807. All computer freehold register WN29D/492.  4.70 hectares, approximately, being Part Lot 2 DP 45807. Part computer freehold register WN29D/493. Subject to survey.	Subject to recreation reserve status  Refer to Map 18 attached
Castlepoint Scenic Reserve	<i>Wellington Land District - Masterton District</i> 36.00 hectares, approximately, being those portions of Section 1047 Whareama District that are above the line of mean high water springs.  25.2000 hectares, more or less, being Lot 1 DP 51466.	Gifting and gift back  Refer to Map 19 attached

The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown.

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**Table 2** Proposed shared redress to be jointly vested with the Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua governance entity

Name of area	General description/location	Conditions of vesting / Specific conditions currently known
Lake Wairarapa Wetland Conservation Area (Wetland)	6950 hectares, approximately -- Legal description to be confirmed.	Vest 90% in the governance entity and 10% in Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā-Rua governance entity.  Subject to reserve status, inalienability, and the Wairarapa Moana Statutory Board becoming the administering body.  Refer to Map 20 attached
Makirikiri Gravel Reserve (Masterton District Council)	<i>Wellington Land District – Masterton District</i> 2.6507 hectares, more or less, being Section 177 Block XIII Mangaone Survey District. Part <i>Gazette</i> 1905, p 973.	Vested in the trustees of each iwi's post settlement governance entity in an undivided half share as tenants in common.  Refer to Map 21 attached
Makirikiri Recreation and Scenic Reserves	<i>Hawke's Bay Land District. Tararua District</i> 7.89 hectares, approximately, being Part Section 19 Block II Tahoraiti Survey District. Part computer freehold register HBK2/242. Subject to survey. 7.53 hectares, approximately, being Part Sections 20 and 21 Block II Tahoraiti Survey District. Part computer freehold register HBK2/241. Subject to survey.	Vested as a consolidated reserve site in the ancestor Te Rangiwakaewa (also referred to as Te Rangiwakaewa).  A Board to be established under the shared redress legislation to administer the reserve under the Reserves Act 1977, equal number of members to be appointed by the post settlement governance entity of each iwi.  Subject to recreation reserve status  Refer to Map 22 attached
Mataikona Recreation Reserve (Masterton District Council)	<i>Wellington Land District – Masterton District</i> 2.02 hectares, approximately, being Part Section 9 Mataikona Settlement. Part <i>Gazette</i> notice B377376.1. Subject to survey.	Vested in the trustees of each iwi's post settlement governance entity in an undivided half share as tenants in common.  Refer to Map 23 attached.

The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown.

### Joint Overlay Classification

5.76 The deed of settlement is to provide for the shared redress legislation to -

5.76.1 declare the area described in Table 3 below as subject to an overlay classification; and



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- 5.76.2 provide the Crown's acknowledgement of a statement of Ngāti Kahungunu values in relation to the area; and
- 5.76.3 require the New Zealand Conservation Authority, and relevant conservation boards -
- (a) when considering a conservation document, in relation to the area, to have particular regard to –
    - (i) the statements of Ngāti Kahungunu values; and
    - (ii) the protection principles agreed by the parties; and
  - (b) before approving a conservation document, in relation to the area to:
    - (i) consult with the governance entities of Ngāti Kahungunu and Rangitāne; and
    - (ii) have particular regard to the views of both iwi as to the effect of the document on Ngāti Kahungunu and Rangitāne values and the protection principles; and
- 5.76.4 require the Director-General of Conservation to take action in relation to the protection principles; and
- 5.76.5 enable the making of regulations by the Governor-General on the recommendation of the Minister of Conservation and bylaws made by the Minister of Conservation, in relation to the area.

**Table 3 – Joint Overlay Classification**

Overlay areas to which the overlay classification is to apply	General description/location	Map
Castlepoint Scenic Reserve, joint overlay classification with Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua	Castlepoint, Wairarapa	As shown on Map 19

### **Statutory acknowledgement and deed of recognition**

- 5.77 The deed of settlement is to provide for the settlement legislation to –

#### **Statutory acknowledgement**

- 5.77.1 provide the Crown's acknowledgement of the statements by Ngāti Kahungunu of their particular cultural, spiritual, historical, and traditional association with each of the areas described in Table 4 below as statutory areas to the extent that those areas are owned by the Crown; and

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- 5.77.2 require relevant consent authorities, the Environment Court, and the Heritage New Zealand Pouhere Taonga to have regard to the statutory acknowledgement; and
- 5.77.3 require relevant consent authorities to forward to the governance entity summaries of resource consent applications affecting a statutory area; and
- 5.77.4 require relevant consent authorities to forward to the governance entity a copy of a resource consent application notice under section 145(10) of the Resource Management Act 1991; and
- 5.77.5 enable the governance entity, and any member of Ngāti Kahungunu, to cite the statutory acknowledgement as evidence of the settling group's association with a statutory area.

### Deed of recognition

- 5.78 The deed of settlement is to require that the Crown provide the governance entity with the deeds of recognition to the statutory areas referred to in Table 4 below to the extent that those areas are owned and managed by the Crown.
- 5.79 A deed of recognition will require the Minister of Conservation and the Director-General of Conservation or the Commissioner of Crown Lands as the case may be, when undertaking certain activities within a statutory area, to –
  - 5.79.1 consult the governance entity; and
  - 5.79.2 have regard to its views concerning the association of the hapū of Ngāti Kahungunu within the statutory area as described in a statement of association.

**Table 4** – Statutory acknowledgements and deeds of recognition

<b>Statutory areas to which statutory acknowledgements and deeds of recognition are to apply</b>	<b>General description/location</b>
Turakirae Head Scientific Reserve	Western end of Palliser Bay
Rewa Bush Conservation Area	East of Masterton
Lowes Bush Scenic Reserve	Between Carterton and Masterton
Carter Scenic Reserve	South east of Carterton near the Ruamahanga River
Oumakura Scenic Reserve	Inland from the east coast, west of Flat Point
Rocky Hills Sanctuary Area	North west of Oumakura
Pahaoa Scientific Reserve	Near the mouth of the Pahaoa River, approximately 20 km south of Flat Point
Arete and Mount Hector (Pukemoumou)	Peaks of the Tararua Ranges
Rimutaka Forest Park	To be identified prior to initialling of the deed of settlement

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### Commitment to explore

- 5.80 The Crown offers the opportunity to explore redress with Ngāti Kahungunu, subject to the resolution of overlapping claims for-
- 5.80.1 a statutory acknowledgement over the coast within the Ngāti Kahungunu area of interest; and
  - 5.80.2 a statutory acknowledgement over the area known as Allens Bush which adjoins Lowes Bush Scenic Reserve; and
  - 5.80.3 cultural property redress being the following Wellington Regional Council properties:
    - (a) Remutaka Summit (with recorded name Rimutaka); and
    - (b) Takaputao property, adjacent to Lake Wairarapa; and
  - 5.80.4 exchanging a potential cultural redress property for the area adjacent to the salt marsh at Lake Onoke within the Lake Wairarapa Wetland Conservation Area.

### Potential official geographic names

- 5.81 The Crown invites Ngāti Kahungunu to submit new and altered place name proposals for geographic features within the Ngāti Kahungunu area of interest to the New Zealand Geographic Board Ngā Pou Taunaha o Aotearoa, as soon as practicable after the signing of this agreement in principle and before the deed of settlement is initialled, to be processed under the standard Treaty name processes followed by the Board.

### Protocols

- 5.82 The deed of settlement is to require that the responsible Minister issue the governance entity with the protocols referred to in Table 5 below.
- 5.83 A protocol will provide for the Crown's interaction with the governance entity in relation to specified matters.

**Table 5 – Protocols**

<b>Responsible Minister</b>	<b>Protocol</b>
Minister for Arts Culture and Heritage	Taonga Tuturu (attached as schedule 8)
Minister of Business, Innovation and Employment	Crown Minerals (attached as schedule 9)

### Relationship Agreement with the Department of Conservation

- 5.84 The deed of settlement will provide for the Department of Conservation to enter into a relationship agreement with the governance entity.

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- 5.85 The parties intend that the relationship agreement (attached as schedule 4) will enable the Department of Conservation and the governance entity to maintain a positive, collaborative and enduring relationship into the future.

### **Relationship Agreement with Heritage New Zealand**

- 5.86 The deed of settlement will provide for the Relationship Agreement between Heritage New Zealand and Ngāti Kahungunu (attached at schedule 5) which sets out matters in which the groups will collaborate on and defines how the groups will develop an enduring relationship together.

### **Letter of Commitment with the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa**

- 5.87 The deed of settlement will provide for the Department of Internal Affairs and The Museum of New Zealand Te Papa Tongarewa to enter into a Letter of Commitment with Ngāti Kahungunu (attached at schedule 6) which sets out matters in which the groups will collaborate on and defines how the parties will develop an enduring relationship together.

### **Fisheries relationship agreement and fisheries advisory committee**

- 5.88 The Crown, through the Ministry for Primary Industries, recognises that Ngāti Kahungunu as defined in clause 1.4 of schedule 1 –

5.88.1 are entitled to have input into, and participate in, fisheries management processes that affect fish stocks in their area of interest and that are managed by the Ministry of Primary Industries under fisheries legislation; and

5.88.2 have a special relationship within their area of interest with all species of fish, aquatic life and seaweed and all such species being taonga of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua and an interest in the sustainable utilisation of all species of fish, aquatic life and seaweed.

- 5.89 The deed of settlement will provide that the Ministry for Primary Industries –

5.89.1 will work with Ngāti Kahungunu (the Large Natural Groups of Ngāti Kahungunu and the Mandated Iwi Organisation of Ngāti Kahungunu) to explore the development of a fisheries relationship agreement, with the intention that the agreement will:

(a) detail how the Ministry for Primary Industries will exercise its powers and functions under fisheries legislation in relation to Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua:

(b) recognise that the tangata whenua groups continue to have rights as tangata whenua:

(c) will explore with Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua the appointment of the Trustees of the governance entity to an advisory

## **AGREEMENT IN PRINCIPLE**

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committee where there are fisheries sites of particular importance to Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua:

- (d) to be consulted under the Fisheries Act 1996: and
- (e) to exercise their customary non-commercial fisheries interests under the Fisheries Act 1996 and related regulations.

5.90 If Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua do not wish to conclude a fisheries relationship agreement, then the Ministry for Primary Industries can issue a letter of recognition to Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua instead. The letter of recognition would set out how the Ministry for Primary Industries and the governance entity can work together to implement the Crown's obligations arising from the 1992 fisheries deed of settlement and the deed of settlement to be signed between the Crown and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua.

5.91 The deed of settlement and the settlement legislation will provide for the governance entity's appointment as an advisory committee to the Minister for Primary Industries under section 21(1) of the Ministry of Agriculture and Fisheries (Restructuring) Act 1995 for the purposes of advising the Minister on any proposed changes to areas defined by Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua as being of special importance.

### **Letter of Relationship with Land Information New Zealand**

5.92 The deed of settlement will provide for the letter of commitment between Ngāti Kahungunu and Land Information New Zealand (attached at schedule 7) which sets out matters on which the two groups will collaborate and defines how the parties will develop an enduring relationship together.

### **Relationship Agreement with the Ministry for the Environment**

5.93 The Ministry for the Environment will develop a relationship agreement with Ngāti Kahungunu after the agreement in principle is signed and before the deed of settlement is initialled.

### **Letters of introduction for the promotion of relationships with government agencies and entities and museums, galleries and libraries**

5.94 The Director of the Office of Treaty Settlements will work together with Ngāti Kahungunu to agree those Ministers, agencies, museums, galleries and libraries to whom letters of introduction will be provided after the agreement in principle is signed and before the deed of settlement is initialled.

### **Non exclusive cultural redress**

5.95 The Crown may do anything that is consistent with the cultural redress contemplated by this agreement in principle, including entering into, and giving effect to, another settlement that provides for the same or similar cultural redress.

## **6 FINANCIAL AND COMMERCIAL REDRESS**

### **General**

- 6.1 All items of commercial redress are subject to the following being agreed, determined or resolved before a deed of settlement is signed:
- 6.1.1 the Crown confirming that any residual overlapping claim issues in relation to any item of commercial redress have been addressed to the satisfaction of the Crown; and
  - 6.1.2 any other conditions specified in the commercial redress tables provided below and set out in clauses 3.5, 3.8 and 9.2 of this agreement in principle.

### **Financial and commercial redress amount**

- 6.2 The deed of settlement is to provide that the Crown will pay the governance entity on the settlement date the financial and commercial redress amount of \$93 million less –
- 6.2.1 the total of the transfer values (determined in accordance with the valuation process in schedule 3 of any properties that the deed of settlement provides are commercial redress properties to be transferred to the governance entity on the settlement date; and
  - 6.2.2 the agreed transfer value of the 70% share of the Ngaumu Forest licensed land.

### **Potential commercial redress properties**

- 6.3 The deed of settlement is to provide that the Crown must transfer to the governance entity on the settlement date those of the properties described in Table 6 as potential commercial redress properties that the parties agree are to be commercial redress properties.
- 6.4 If a commercial redress property to be transferred to the governance entity is –

#### *Licensed land*

- 6.4.1 licensed land, the settlement documentation is to provide –
- (a) the licensed land is to cease to be Crown forest land upon registration of the transfer; and
  - (b) from the settlement date, the governance entity is to be, in relation to the licensed land, –
    - (i) the licensor under the Crown forestry licence; and
    - (ii) a confirmed beneficiary under clause 11.1 of the Crown forestry rental trust deed; and

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- (iii) entitled to the rental proceeds under the Crown forestry licence since the commencement of the licence.

**Table 6** – Potential commercial redress property

<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>	<b>Conditions of transfer / Specific conditions currently known</b>
Land Information New Zealand	Ngāumu Forest	10,313.80 hectares, approximately, being Lot 1 DP 44333, Lots 1 and 2 DP 44334, Lots 1 and 2 DP 45816, Lot 1 DP 51675, Lot 1 DP 52798, Lot 2 DP 52799, Lot 3 DP 52800, Lot 1 DP 58263, Lot 1 DP 59047, Lots 1 and 2 DP 69972, Lots 1 and 2 DP 69973, Lot 1 DP 69974, Lot 1 DP 69975, Lot 1 DP 69976, part Lot 1 DP 69977, Lot 1 DP 69980, Lot 1 DP 69981, Lot 1 DP 69982, Lots 1 and 2 DP 69983, Lots 1, 2,3 and 4 DP 69986. Subject to survey.	<i>Licensed Land</i>  The land described in the third column being approximately 70% of the total Ngāumu Crown forest land area to be split from Licence to be confirmed.  Subject to on-going protection of public access, operational considerations, any necessary survey and agreement with overlapping claimants as to the allocation of this land.  Refer to attached “Map of Licensed Land”

The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown.

### Potential deferred selection properties

- 6.5 The deed of settlement is to provide the governance entity may, for the period specified in the fourth column of Table 7 after the settlement date, purchase at an agreed transfer value (based upon an agreed market value determined under a valuation process specified in the deed of settlement) any or all of those of the properties described in Table 7 below as potential deferred selection properties that the parties agree are to be deferred selection properties.

### Transfer of deferred selection leaseback properties

- 6.6 If a deferred selection property to be transferred to the governance entity is a leaseback deferred selection property, the deed of settlement is to provide that the property is to be leased back by the governance entity to the Crown –
- 6.6.1 on the terms and conditions provided by a registrable ground lease for that property (ownership of the improvements remaining unaffected by the purchase) incorporated in the deed; and

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- 6.6.2 in the case of a Crown leaseback of a school site, at an initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).

**Table 7 – Potential deferred selection properties**

<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>	<b>Conditions of transfer / Specific conditions currently known</b>
Ministry of Justice (OTS Landbank)	Former Awariki School and School House, site 667 Mangahei Road, Awariki (PF 1682)	2.0234 hectares, more or less, being Section 10 Block I Mangatoro Survey District. All computer freehold register 245057.	One year deferred selection period
Ministry of Justice (OTS Landbank)	Former Masterton Hospital Colombo Road, Masterton (PF 1777)	8.6465 hectares, more or less, being Lot 2 DP 387661. All Transfer 9268861.1.	One year deferred selection period
Ministry of Justice (OTS Landbank)	Former Kuranui College school house 176 High Street, Carterton (PF 1390)	0.0612 hectares, more or less, being Lot 1 DP 11098. All computer freehold register 34030.	One year deferred selection period
Ministry of Justice (OTS Landbank)	Former Waiaruhe school and house 18 Gaisford Road, Dannevirke (PF 912)	0.9912 hectares, more or less, being Lot 1 DP 1952, Lot 1 DP 7140 and Lot 1 DP 9757. All computer freehold register HBW1/824.	One year deferred selection period
Ministry of Justice (OTS Landbank)	Former Te Wharau school and dwelling 2331 Te Wharau Road, Masterton (PF 1291)	0.81 hectares, approximately, being Part Section 249 Pahaoa District. All computer freehold register 70067. Subject to survey.	One year deferred selection period
Ministry of Justice (OTS Landbank)	Triangular rural section adjacent to Ormondville Railway Station (PF 927)	1.6738 hectares, more or less, being Lot 1 DP 25267. All computer freehold register HBV3/1380.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	House. 278 High Street, Dannevirke (PF 813)	0.1011 hectares, more or less, being Lot 1 DP 9480. All computer freehold register HBW1/930.	Two years deferred selectionSP period
Ministry of Justice (OTS Landbank)	Former Nurses Hostel. 11 Ruahine Street, Dannevirke (PF 824)	1.3570 hectares, more or less, being Lot 12 DP 25060. Part Transfer 6972152.3.	Two years deferred selection Period
Ministry of Justice (OTS Landbank)	Bare land. 10 – 24 Hospital Street, Dannevirke (PF 824)	1.7768 hectares, more or less, being Lot 8 DP 25060. Part Transfer 6972152.3.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	Large rural section and house. 21 Kibblewhite Road,	1.5040 hectares, more or less, being Lot 1 DP 85603. All computer freehold register WN53B/789.	Two years deferred selection period



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<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>	<b>Conditions of transfer / Specific conditions currently known</b>
	Masterton (PF 1141)		
Ministry of Justice (OTS Landbank)	3 bedroom house and section. 16 Dixon Street, Carterton (PF 1144)	0.1407 hectares, more or less, being Lot 10 DP 10375 and Part Lot 7 Deeds Plan 414. All computer freehold register WN54C/292.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	Ex MOW depot. Cnr Boundary Road and Harrison Street (PF 1188)	0.5069 hectares, more or less, being Part Section 126 Featherston Suburban. All computer freehold register WN52D/599.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	Vacant industrial section. Akura Road / Railway line, Masterton (PF 1283)	0.3929 hectares, more or less, being Lot 1 DP 84271. All computer freehold register WN52A/66	Two years deferred selection period
Ministry of Justice (OTS Landbank)	3 bedroom dwelling. 49 Cole Street, Masterton (PF 1292)	0.0604 hectares, more or less, being Part Lot 45 DP 66. All computer freehold register WN56A/723	Two years deferred selection period
Ministry of Justice (OTS Landbank)	Bare residential land. Main Street, (221 SH 2), Greytown (PF 1342)	0.3419 hectares, more or less, being Lot 1 DP 55153. All Transfer 5241167.1.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	3 bedroom dwelling. 2184 Kahutara Road, Tuhitarata (near Featherston (PF 1418)	0.0802 hectares, more or less, being Part Lot 1 DP 7892. All computer freehold register 33202.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	3 bedroom dwelling. 11 Moreton Road, Carterton (PF 1419)	0.0839 hectares, more or less, being Lot 3 DP 18006. All computer freehold register 33200.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	Residential land with small office block and garage. 175 – 181 East Street, Greytown (PF 1450)	1.012 hectares, more or less, being Part Sections 54 and 55 Greytown Town Belt, and Lot 2 DP 91013. All Transfer 5976957.2	Two years deferred selection period
Ministry of Justice (OTS Landbank)	Bare residential section. Wakelin Street, Greytown (PF 1470)	1.9815 hectares, more or less, being Lot 2 DP 90535. All Transfer 6187198.2.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	Bare residential section. 16 Macara Street, Masterton (PF 1533)	0.1984 hectares, more or less, being Lot 3, and Part Lots 1 and 5 DP 1350. All computer freehold register WN46C/297. 0.4924 hectares, more or less, being Lots 2, 3 and 4 DP 15684. All computer freehold register WN46C/298.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	Vacant land. Woodside Road (WN 101031), Woodside (PF 1860)	0.5402 hectares, more or less, being Lot 1 DP 366961. All computer freehold register 271725	Two years deferred selection period

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<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>	<b>Conditions of transfer / Specific conditions currently known</b>
Ministry of Justice (OTS Landbank)	22 Otanga Street, Dannevirke (PF 910)	0.2964 hectares, more or less, being Lot 1 DP 25394. All computer freehold register HBV4/268.	Two years Deferred selection period
Ministry of Justice (OTS Landbank)	Graham Road/State Highway 2, Dannevirke (PF 911)	0.1601 hectares, more or less, being Lot 1 DP 20816. All computer freehold register HBM1/1241.  1.4907 hectares, more or less, being Lot 3 DP 20816. All computer freehold register HBM1/1243.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	36 Laws Road, Dannevirke (PF 959)	1.5432 hectares, more or less, being Lot 1 DP 26457. All computer freehold register HBW2/28.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	Route 52 & Public Rd, Wimbledon (PF 1168)	2.5715 hectares, more or less, being Lot 2 DP 27698. All computer freehold register HBW4/672.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	19 Blackhill Road, Tinui (PF 1432)	0.3369 hectares, more or less, being Lot 151 DP 224 and Part Section 287 Whareama Block. All computer freehold register 55435.	Two years deferred selection period
Ministry of Justice (OTS Landbank)	10 Blackhill Road, Tinui (PF 1571)	0.0809 hectares, more or less, being Lot 8 DP 16270. All computer freehold register WN41C/136.	Two years deferred selection period
Ministry of Education	Martinborough School site (land only)	2.45 hectares, approximately, being Part Lots 67 and 68 Deeds Plan 24. All computer freehold register WN402/216 (limited as to parcels). Subject to survey.	Two years deferred selection period  Subject to clauses 6.7 and 6.8 of this agreement in principle  Leaseback
Ministry of Education	Lakeview School site (land only)	4.1455 hectares, more or less, being Section 177 Masterton Small Farm Settlement. All <i>Gazette</i> notice 743505.	Two years deferred selection period  Subject to clauses 6.7 and 6.8 of this agreement in principle  Leaseback
Ministry of Education	Greytown School site (land only)	1.50 hectares, approximately, being Part Sections 29, 30, 31, 32 and 33 Greytown Town Belt. All computer freehold register WN336/182 (limited as to parcels). Subject to survey.  1.29 hectares, approximately, being Part Section 26, Sections 27, 28 and 34, and Part Section 35 Greytown Town Belt. Balance Proclamation 6036. Subject to survey.	Two years deferred selection period  Subject to clauses 6.7 and 6.8 of this agreement in principle  Leaseback

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<b>Landholding Agency</b>	<b>Property Name/Address</b>	<b>General description/ location</b>	<b>Conditions of transfer / Specific conditions currently known</b>
Ministry of Education	Carterton School site (land only)	1.9319 hectares, more or less, being Section 150 Township of Carterton and Parts Subdivision 1 Section 3 Township of Carterton. Balance computer freehold register WN602/118.  0.13 hectares, approximately, being Lots 25 and 26 Deeds Plan 143. All computer freehold register WN350/215 (limited as to parcels). Subject to survey.	Two years deferred selection period  Subject to clauses 6.7 and 6.8 of this agreement in principle  Leaseback
Ministry of Education	Huia Range School site (land only)	2.0461 hectares, more or less, being Section 66 SO 10165. All computer freehold register HB57/68.  0.9059 hectares, more or less, being Part Suburban Section 67 Dannevirke. All Proclamation 91001.	Two years deferred selection period  Subject to clauses 6.7 and 6.8 of this agreement in principle  Leaseback

The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown

### School sites

- 6.7 Transfer and leaseback of school sites will be subject to standard Ministry of Education policies, and operational considerations. Transfer and leasebacks of school sites are for land only and are subject to an agreed registrable ground lease for the property with ownership of the improvements remaining unaffected by the transfer. Operational considerations, such as shared school sites or some Board of Trustees house site issues may mean a specific site can be available but would be subject to specific processes in the deed of settlement (or lease).
- 6.8 Availability of transfer and leaseback of Ministry of Education sites is subject to the transfer value (for commercial redress properties) and to the lease (for both commercial redress and deferred selection properties) being agreed one month prior to initialling of the deed of settlement.
- 6.9 A school site will cease to be a transfer and leaseback property if before the settlement date (in respect of commercial redress properties) or before receipt of an election notice (in respect of deferred selection properties) the Ministry of Education notifies the mandated body or the governance entity as the case may be, that the site has become surplus to its requirements.

### Right of First Refusal

- 6.10 The settlement documentation is to provide that –
- 6.10.1 the governance entity has a right of first refusal (an RFR) in relation to a disposal by the Crown or Crown entity of any of the land described in Table 8

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below as potential RFR land that the parties agree is to be RFR land if, on the settlement date, it is owned by the Crown or Crown entity; and

6.10.2 the RFR will apply for 176 years from the settlement date.

**Table 8 – Potential RFR land**

<b>LANDHOLDING AGENCY: NEW ZEALAND POLICE</b>		
<b>Property name</b>	<b>Property ID/Address</b>	<b>General description/location</b>
Carterton – Station and House	5 Holloway St, Carterton	0.0124 hectares, more or less, being Part Subdivision 5 of Section 3 and Part Section 154 Town of Carterton. All <i>Gazette</i> notice 595004.1. 0.1176 hectares, more or less, being Section 152 and Part Section 153 Town of Carterton. Part <i>Gazette</i> notice 469099.1.
Carterton - House	238 High Street North, Carterton	0.0828 hectares, more or less, being Lot 8 DP 14320. All <i>Gazette</i> notice 670539.
Featherston -house	3 Daniell Street, Featherston	0.1841 hectares, more or less, being Part Section 347 Town of Featherston. Part <i>Gazette</i> notice 789196.
Featherston -house	9 Churchill Crescent, Featherston	0.0807 hectares, more or less, being Lot 6 DP 26937. All computer freehold register WNF2/281
Greytown – House	10 Mahupuku Street, Greytown	0.0835 hectares, more or less, being Part Lot 11 Deeds 33. All computer freehold register WNE3/1114
Greytown – house	4 Kuratawhiti Street, Greytown	0.1012 hectares, more or less, being Part Section 32 Town of Greytown. Balance DI9/32.
Martinborough- Station and House	16 – 18 Cork Street, Martinborough	0.1012 hectares, more or less, being Lot 279 DP 248. All computer freehold register WN44/41.
Masterton – House	3 Takahe Street, Masterton	0.0720 hectares, more or less, being Lot 42 DP 42583. Balance <i>Gazette</i> notice 535814.1
Masterton – House	40 Harley Street, Solway, Masterton	0.2206 hectares, more or less, being Lot 12 DP 6565. All computer freehold register WN39B/507.
Masterton – House	42 Fergusson Street, Solway, Masterton	0.1042 hectares, more or less, being Lot 34 DP 25732. All <i>Gazette</i> notice 740864.
Masterton – House	6 Seddon Street, Masterton	0.0675 hectares, more or less, being Lot 43 DP 42998. All computer freehold register WN38B/772
Masterton – House	79 High Street, Solway, Masterton	0.2266 hectares, more or less, being Lot 3 DP 6565. All computer freehold register WN39D/922.
Norsewood -Station	9 Coronation Street, Norsewood	0.1011 hectares, more or less, being Town Section 6 Block V Norsewood. Part <i>Gazette</i> 1939, p 2169.
Pongaroa – Station and House	Route 52, Pongaroa	0.3759 hectares, more or less, being Section 25 Block IX Town of Pongaroa. All

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		computer freehold register WN47D/48.
<b>LANDHOLDING AGENCY: MINISTRY OF EDUCATION</b>		
<b>Property name</b>	<b>Property ID/Address</b>	<b>General description/location</b>
Dalefield School, Carterton	Dalefield Road, Carterton	0.8524 hectares, more or less, being Lot A DP 891. All computer freehold register WN354/98 (limited as to parcels).
Dannevirke South School, Dannevirke	Stairs Street, Dannevirke	2.0234 hectares, more or less, being Lot 1 DP 5091. All computer freehold register HBC2/108. 0.4672 hectares, more or less, being Lot 2 DP 1563. All computer freehold register HBC2/77. 0.0354 hectares, more or less, being Lot 2 DP 9492. All computer freehold register HB164/4 0.4037 hectares, more or less, being Lots 71, 72, 73 and 74 DP 1218. All computer freehold register HBC2/70. 0.4686 hectares, more or less, being Part Lot 1 DP 9492. All <i>Gazette</i> 1961, p 413. 0.1642 hectares, more or less, being Part Lots 3 and 4 DP 5091. All computer freehold register HB115/63.
Douglas Park School, Masterton	136 Cole Street, Masterton	0.0524 hectares, more or less, being Lot 68 DP 17665. All <i>Gazette</i> 1955, p 1627. 2.2031 hectares, more or less, being Part Lot 3 DP 4197, Part Lot 53 DP 17666 and Part Lot 5 DP 14422. All computer freehold register WN47D/103.
Featherston School, Featherston	Lyon Street, Featherston	2.0234 hectares, more or less, being Sections 245, 246, 248, 250 and 252 Town of Featherston. All computer freehold register WN343/259 (limited as to parcels).
Fernridge School, Masterton	Upper Plain Road, Masterton	1.3780 hectares, more or less, being Lot 1 DP 303598. All computer freehold register 14358.
Gladstone School, Masterton	Te Whiti Road, Gladstone	2.8328 hectares, more or less, being Lots 2, 4, 6, 8, 95, 97 and 99 Deeds Plan 30. All computer freehold register WN401/165 (limited as to parcels). 0.4047 hectares, more or less, being Lot 93 Deeds Plan 30. All <i>Gazette</i> 1959, p 789.
Kahutara School, Featherston	Kahutara Road, Featherston	1.4015 hectares, more or less, being Part Section 1 Kahutara District, and Lots 1 and 2 DP 7033. All <i>Gazette</i> notice B157340.1.
Kuranui College, Greytown	East Street, Greytown	0.3089 hectares, more or less, being Part Tahorahina No 2 Block. All Proclamation 548981. 7.0714 hectares, more or less, being Part Lot 4 DP 3106 and Part Tahorahina No 3 Block. All Proclamation 433858.
Makoura College, Masterton	Makoura Road, Masterton	0.6485 hectares, more or less, being Lot 1 DP 27833. All <i>Gazette</i> notice 707221. 6.8584 hectares, more or less, being Lot 1 DP 23879. All Transfer 546160. 0.6598 hectares, more or less, being Lots

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		9, 10, 11, 12, 13, 14 and 15 DP 23439. All Transfer 549799.
Te Kura Kaupapa Māori o Wairarapa, Masterton	Johnstone Street, Masterton	0.0071 hectares, more or less, being Lot 3 DP 31264. All <i>Gazette</i> notice 844724. 2.3855 hectares, more or less, being Part Sections 178 Masterton Small Farm Settlement. All <i>Gazette</i> notices 816232, 775533 and 756960.
Masterton Intermediate School, Masterton	38 Intermediate Street, Masterton	5.3333 hectares, more or less, being Part Lots 6, 7, 8, 9, and 10 Deeds Plan 2A. All Proclamation 5167. 0.1138 hectares, more or less, being Part Lots 8 and 9 Deeds Plan 2A. All <i>Gazette</i> 1955, p 57.
Masterton Primary School, Masterton	53 South Road, Masterton	0.1300 hectares, more or less, being Lot 1 DP 31904. All computer freehold register WN9D/466. 2.2030 hectares, more or less, being Lot 2 DP 31904. All <i>Gazette</i> notice 934258.
Norsewood and Districts School, Norsewood	Coronation Street, Norsewood	0.8632 hectares, more or less, being Suburban Section 217 Norsewood. All <i>Gazette</i> 367626.1 0.1807 hectares, more or less, being Suburban Section 228 Norsewood. All <i>Gazette</i> notice 370053.1. 0.1521 hectares, more or less, being Section 13 Block VII Norsewood Village. All <i>Gazette</i> 1951 p 946. 0.6093 hectares, more or less, being Part Block VIII Norsewood. Part <i>Gazette</i> 1885, p 1116. 0.7587 hectares, more or less, being Block IX Norsewood. Part <i>Gazette</i> 1879, p 894.
Opaki School, Masterton	Waipipi Road, Masterton	0.1167 hectares, more or less, being Section 1 SO 433985. All computer interest register 569443. 0.9563 hectares, more or less, being Lot 5 DP 30559. All computer freehold register 402127.
Pirinoa School, Pirinoa	Lake Ferry Road, Pirinoa	1.6187 hectares, more or less, being Part Section 52 Turanganui District. All computer freehold register WN402/121 (limited as to parcels).
Pongaroa School, Pongaroa	Makomako Street, Pongaroa	0.4048 hectares, more or less, being Sections 3, 4, 5 and 6 Block XI Town of Pongaroa. All <i>Gazette</i> 1957, p 2134. 1.9223 hectares, more or less, being Section 13 Pongaroa SBRN. Part <i>Gazette</i> 1902, p 1207.
Ruahine School, Dannevirke	333 Maharahara Road, Dannevirke	2.4833 hectares, more or less, being Part Tahoraiti 1F1 Block. All <i>Gazette</i> 1950, p 692.
Solway School, Masterton	302 Ngaumutawa Road, Masterton	2.0219 hectares, more or less, being Part Lot 1 DP 4799. All computer freehold register WN274/253 (part cancelled).
South End School, Carterton	275 High Street, South Carterton	1.5606 hectares, more or less, being Part Section 14 Township of Carterton. All computer freehold register WN127/113.

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		1.7224 hectares, more or less, being Part Section 15 Township of Carterton. All computer freehold register WN350/243 (limited as to parcels).
South Featherston School, Featherston	South Featherston Road, Featherston	0.9763 hectares, more or less, being Lot 1 DP 383808. All computer freehold register 334751. 0.0756 hectares, more or less, being Section 558 Featherston SBRN. All Proclamation 514036.
Tinui School, Masterton	25 Charles Street, Masterton	1.4011 hectares, more or less, being Lots 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 134, 135, 136, 137 and 138 DP 224, and Part Section 287 SO 10736. All Proclamations 5209 and 5211.
Tuturumuri School, Martinborough	White Rock Road, Martinborough	1.2272 hectares, more or less, being Part Section 41 Tuturumuri Settlement. All computer freehold register WN298/104 (part cancelled).
Wainuioru School, Masterton	Stronvar Road, Masterton	2.4281 hectares, more or less, being Part Te Ngutukoko No. 3 Block. All Proclamation 4904.
Weber School, Dannevirke	Weber Road, Dannevirke	2.0234 hectares, more or less, being Section 36 Block V Weber Survey District. All computer freehold register 40004.
Whareama School, Masterton	Langdale Road, Masterton	2.0234 hectares, more or less, being Section 4 Town of Langdale. Part <i>Gazette</i> 1902, p 339.
<b>LANDHOLDING AGENCY: LAND INFORMATION NEW ZEALAND</b>		
<b>Property Name</b>	<b>Property ID/Address</b>	<b>General description/location</b>
Station Street, Dannevirke	2708488/11432	0.1290 hectares, more or less, shown on CPI 5316 and 53117.
SH 2, Mangatera	2708515/11460	0.3999 hectares, more or less, being Lot 2 LO 34611/1, Block III Tahoraiti Survey District.
SH 52, Dannevirke	2708959/11905	0.3642 hectares, more or less, being Section 54 Block XI Mangahao Survey District.
Wi Duncan Road/SH 2, Tahoraiti,	2708538/11483	0.7240 hectares, more or less, being Lot 1 LO 34239 Block II Tahoraiti Survey District.
Ormondville Road, Matamau	2708518/11463	1.7114 hectares, more or less, being Lot 1 DP 25298. All computer freehold register HBV4/34.
Brooklyn Road, Carterton	2708944/11890	0.3035 hectares, more or less, being Lot 9 DP 19267.
Brooklyn Road, Carterton	2708945/11891	0.0018 hectares, more or less, being Lot 10 DP 19267.
Brooklyn Road, Carterton	2708946/11892	0.0018 hectares, more or less, being Lot 11 DP 19267.
Te Maire Road/ SH 53, Martinborough	2708896/11842	1.8210 hectares, more or less, being Part Owhanga.

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Coast Road	2708911/11857	0.1012 hectares, more or less, being Section 4 Blk II Town of Pongaroa. Part <i>Gazette</i> 1900, p 13.
Whatarangi Road, Featherston	2708925/11871	0.0968 hectares, more or less, being Section 1 SO 27877.
Ponatahi Road, Featherston	2708871/11817	0.3847 hectares, more or less, being Section 1 SO 23416.
SH 52 Waione, Waione	2708954/11900	0.0664 hectares, more or less, being Section 32 Block I Puketoi Survey District.
Homewood Road, Masterton	2708932/11878	0.5736 hectares, more or less, being Part Section 1 SO 20233. Balance Proclamation 2947.
Clay Creek Road, Featherston	2708867/11813	1.9197 hectares, more or less, being Section 1 SO 22374.
Ponatahi Road, Greytown	2708870/11816	0.3667 hectares, more or less, being Section 1 SO 24158. Part <i>Gazette</i> 1961, p 152.
Longridge Road, Masterton	2709063/12009	0.0149 hectares, more or less, being Section 7 Block XI Otahoua Survey District.
Whakatomotomo Road, Pirinoa	2709076/12023	6.5100 hectares, more or less, being Lot 7 DP 74937.
Coast Road, Pongaroa	2709043/11989	0.5261 hectares, more or less, being Part Section 3 Block IX Mount Cerberus Survey District.
Westmere Road, Gladstone	2709047/11993	0.2269 hectares, more or less, being Section 1 SO 24648.
SH 2 Opaki, Masterton	2709098/12045	0.0088 hectares, more or less, being Section 1 SO 21645. All instrument B376262.1.
Soldiers Settlement Road, Featherston	2709082/12029	0.2500 hectares, more or less, being Lot 3 DP 74637.
Langdale Road, Whareama, Masterton	2709095/12042	0.4046 hectares, more or less, being Part Section 241 Whareama District.
Poley Stream Road, Haurangi	2709022/11968	0.3718 hectares, more or less, being Section 5 SO 15194.
Ponatahi Road, Featherston	2708933/11879	0.0106 hectares, more or less, being Part Lot 1 DP 3469. Part <i>Gazette</i> 1961, p 152.
Ocean Beach Road, Wharekauhau	2709031/11977	24.1500 hectares, more or less, being Crown Land and Sections 1 and 2 SO 16845. All <i>Gazette</i> notice B202886.1.
Chester Road, Clareville	2709292/12241	0.5994 hectares, more or less, being Ex Rail land.
East-West Access Road, Martinborough	2709428/12379	46.8381 hectares, more or less, being Part Section 99 District of Turanganui, Part Section 1 Block I Haurangi Survey District, Part Lot 2 DP29810, Part Lot 6 DP 6129 & Closed Road.
Parera Road, South Wairarapa	2709421/12372	0.2226 hectares, more or less, being Section 1 SO 31220. All <i>Gazette</i> notice B670832.2.



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Revans Street, Featherston	2712397/15359	0.0014 hectares, more or less, being Ex Rail land - Part Owhanga Block.
Railway Crescent, Masterton	2712398/15360	0.0022 hectares, more or less, being Lot 24 DP 35127. All computer freehold register WN12B/442.
Brooklyn Road, Carterton	2709290/12239	1.2505 hectares, more or less, being Ex Rail land.
Chester Road, Clareville	2709291/12240	0.5564 hectares, more or less, being Ex Rail land.
Fitzherbert Street / SH2, Featherston, Featherston	2712375/15337	0.0215 hectares, more or less, being Ex Rail land.
Ngahape Road	2716099/19199	0.6000 hectares, more or less, being Parts beds of Kaiwhata River and Kopi Stream.
Fitzherbert Street, Featherston	2712376/15338	0.0243 hectares, more or less, being Ex Rail land.
Western Lake Road (Cross Creek Road) Featherston	2709376 /12327	2.5723 hectares, more or less, being Ex-Railway land, Part Section 138, 140 and 143 Wairarapa Survey District on SO 14239.
Reavans Street (adjacent Mobil), Featherston	2712374 /15336	0.0230 hectares, more or less, being Ex Rail land.
Huangarua River, NE of Martinborough	2714612 / 17710	Part Huangarua River Bed, shown on SO 17712, with area to be determined. Subject to survey.
Waimata Road, Herbertville	2713156/16160	7.5119 hectares, more or less, being Part Section 8 Block XIII Tautane Survey District.
Akitio River Bed	2714006 / 17075	Crown Land Riverbed - between Section 1 Block VI Weber Survey District and Part Section 15. Subject to survey.
Tāmaki East Road, Norsewood	2708430 / 11374	1.3095 hectares, more or less, being Section 22 Block VIII Norsewood Survey District.
Tāmaki East Road, Norsewood	2708429/11373	2.0234 hectares, more or less, being Section 16 Block VIII Norsewood Survey District.
Tāmaki West Road, Norsewood	2708428/11372	1.9443 hectares, more or less, being Section 15 Block VIII Norsewood Survey District.
Underhill Road, Fernside	2708892/11838	1.2928 hectares, more or less, being Section 1 SO 17035. Balance Proclamation 1045.
Hall Street, Dannevirke	2708486/11430	0.0156 hectares, more or less, being Lot 6 on LO 24256 being CPI 53112.
Rawhiti Street, Dannevirke	2708483/11427	0.2344 hectares, more or less, being Lot 1 DP 27951. All computer freehold register HBY1/104.
SH 2, Mangatera	2708517/11462	0.0740 hectares, more or less, being portion of railway reserve at Mangatera Block III Tahoraiti Survey District.
557 Norsewood Ormondville	2708540/11485	0.2227 hectares, more or less, being Lot 2

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Road, Dannevirke		DP 20285. All computer freehold register HBM1/317.
Cowper Road, Dannevirke	2708434/11378	0.1551 hectares, more or less, being Section 38 Block IV Tahoraiti Survey District.
SH 2, Dannevirke	2708514/11459	0.2400 hectares, more or less, being part Rail Land.
Manuhara Road, Dannevirke	2708957/11903	0.2036 hectares, more or less, being Section 42 Block VI Mount Cerberus Survey District.
Hall Street, Dannevirke	2716182/19282	0.0620 hectares, more or less, being Ex Railway land - Railway ID 56082 on Land Plan 2266.
Maunga Road, Norsewood	2708433/11377	0.4653 hectares, more or less, being Section 23 Block XVI Norsewood Survey District.
Otaria Road, Norsewood	2708432/11376	0.4716 hectares, more or less, being Sections 36, 37 and 38 Block XV Norsewood Survey District.
Laws Road, Norsewood	2708431/11375	1.3095 hectares, more or less, being Section 20 Block XV Norsewood Survey District.
SH2, Norsewood	2708444/11388	0.3035 hectares, more or less, being Section 30 Block XIV Norsewood Survey District.
SH 2 Matamau, Matamau	2708443/11387	0.6384 hectares, more or less, being land adjoining Section 33/36 Matamau Village Block X Norsewood Survey District.
SH 52, Weber	2708440/11384	1.5175 hectares, more or less, being Section 3 Block VI Weber Survey District. Part <i>Gazette</i> 1938 p 2206.
Puketoi Road, Puketoi Settlement	2709420/12371	0.3814 hectares, more or less, being Part Section 31 Block II Puketoi Survey District
<b>LANDHOLDING AGENCY: NEW ZEALAND TRANSPORT AGENCY</b>		
<b>Property Name</b>	<b>Property ID/Address</b>	<b>General description/location</b>
NZTA: 4720	88230180 / Opposite 76064 SH 2, Dannevirke	0.3739 hectares, more or less, being Section 3 SO 9414. Part <i>Gazette</i> 1988, p 2324.
<b>LANDHOLDING AGENCY: AGRESECH</b>		
<b>Property Name</b>	<b>Property ID/Address</b>	<b>General description/location</b>
Ballantrae Station, Woodville	Hope Road, Woodville	Pt Sec 12 Blk XIV Woodville SD; Pt Sec 13 Blk XIV Woodville SD; Lot 1 DP 707; Pt Sec 23 Blk XII Woodville SD; Sec 22 Blk XII Woodville SD; Pt Sec 3 Blk XIV Woodville SD; Pt Sec 6 Blk XIV Woodville SD; Sec 21 Blk XII Woodville SD; Sec 35 SO 1945; Sec 34 SO 1945; Sec 30 SO 1944; Sec 38 SO 6313; Pt Sec 2 SO 1945; Sec 33 SO 1945; Pt Lot 1 DP 708; Sec 36 SO 2816; Sec 31 SO 1944; Sec 27 SO 6251; Sec 23 SO 9157; Sec 29 SO 1944; Pt Sec 15 Blk XII Woodville SD; Sec 36 Blk

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		XII Woodville SD; Pt Sec 5 Blk XIV Woodville SD; Pt Sec 4 Blk XIV Woodville SD; Sec 37 SO 7844; Sec 28 SO 6251; Sec 26 SO 6251; Sec 32 SO 1945
<b>LANDHOLDING AGENCY: MINISTRY OF JUSTICE</b>		
<b>Property Name</b>	<b>Property ID/Address</b>	<b>General description/location</b>
Dannevirke District Court	Ministry of Justice 4701-04	0.1720 hectares, more or less, being Lots 6 and 7 DP 932. Part Lot 13 DP 284 and Part Lot 1 DP 3491. All computer freehold register HBP4/508.
Masterton District / High Court	Ministry of Justice 4712	0.1434 hectares, more or less, being Section 1 SO 36758. All computer freehold register WN43B/421.
<b>LANDHOLDING AGENCY: NEW ZEALAND POST</b>		
<b>Property Name</b>	<b>Property ID/Address</b>	<b>General description/location</b>
Carterton Post Office	Corner of Holloway and High Street, Carterton	0.0826 hectares, more or less, being Section 151 Town of Carterton. All computer freehold register WN35B/520.
<b>LANDHOLDING AGENCY: DEPARTMENT OF CONSERVATION</b>		
<b>Property Name</b>	<b>Property ID/Address</b>	<b>General description/location</b>
Masterton Office property	South Road, Masterton	0.4952 hectares, more or less, being Part Section 44 Manaia District. All <i>Gazette</i> 1993, p 42

The legal descriptions of the properties in this table are indicative only and subject to confirmation by the Crown

### Commitment to explore

6.11 The Crown offers the opportunity to explore redress over the following property:

6.11.1 The Whareama property, a Land Information New Zealand property, as a commercial redress property; and

6.12 The Crown offers the opportunity to explore redress over the following properties, subject to each property entering the Ministry of Justice Landbank:

6.12.1 The part former Castlepoint School property, as a two year deferred selection property; and

6.12.2 The former Akitio School property, as a two year deferred selection property.

6.13 Clauses 6.11 and 6.12 are subject to clauses 3.6 and 3.7 of this agreement in principle.

6.14 In clauses 6.11 and 6.12 –

**The Whareama property** means 1.7325 hectares, more or less, being Section 983 Whareama District, with Land Information Property ID # 11877.

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**The part former Castlepoint School property** means 0.5111 hectares, more or less, being Part Section 365 Whareama District and Part Lots 1 and 2 DP 4298. All computer freehold register 683959.

**The former Akitio School property** means 0.6048 hectares, more or less, being Lot 1 DP 14161 and Section 3 SO 37356, and 0.0970 hectares, more or less, being Section 1 SO 23080 and Section 2 SO 37356. All computer freehold registers WN47D/505 and WN47D/506.

### **Landcorp farms in the Wairarapa**

#### *Ngāti Kahungunu aspirations*

- 6.15 Ngāti Kahungunu has aspirations to recover their traditional lands of high cultural significance including all existing Landcorp farms and, in particular, Wairio Station which contains a number of sites of significant historical, cultural and archaeological importance.

#### *Purchase of Landcorp farms by the Crown*

- 6.16 Landcorp Farming Limited (Landcorp) acknowledge and recognise that Ngāti Kahungunu has historical Treaty of Waitangi claims in the Wairarapa and Tāmaki Nui-a-Rua.
- 6.17 Landcorp is the owner of the following farms in the Wairarapa region:
- 6.17.1 Wairio (including Awaroa and Wingpoint) (in part as to 704 ha);
  - 6.17.2 Wingpoint (part) including Hillview (73.7 ha); and
  - 6.17.3 Rangedale.
- 6.18 The Crown and Landcorp have had initial discussions over farms in the Wairarapa region that could form part of the Kahungunu settlement.
- 6.19 Landcorp has advised it would be a reluctant seller because two farms in the Wairarapa (Wairio and Wingpoint) are strategically important to Landcorp's ongoing operations. Landcorp has indicated however it may be prepared to sell properties subject to agreeing:
- 6.19.1 terms of sale with the Crown; and
  - 6.19.2 a relationship agreement with Ngāti Kahungunu under which Landcorp would lease-back Wairio for sheep and beef farming and, potentially, agree an on-going management role for Landcorp at Wingpoint under a profit-sharing arrangement.
- 6.20 Until the day the Crown initials a deed of settlement with Ngāti Kahungunu, the Crown and Landcorp agree to explore terms of sale which could form the basis of an agreement meeting both parties' interests and the Crown will work with Landcorp and Ngāti Kahungunu to explore terms of a post-sale management agreement meeting Landcorp and Ngāti Kahungunu's interests.

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### *Purchase of the farms by Ngāti Kahungunu*

- 6.21 The purchase of all or any of the Landcorp farms by Ngāti Kahungunu will be on the same terms and conditions, including price, agreed between the Crown and Landcorp.
- 6.22 The terms and conditions, including price, for the purchase of any or all of the Landcorp farms agreed between the Crown and Landcorp will be subject to the agreement of Ngāti Kahungunu.

## 7 OVERLAPPING CLAIMS PROCESS

### Process for resolving overlapping claims

- 7.1 The development of this agreement in principle has been informed by the overlapping claims process set out in attachment 2, which the parties agreed to implement following the signing of the terms of negotiation specified at clause 1.9.
- 7.2 The Crown is ultimately responsible and accountable for the overall overlapping claims process and it must act in accordance with its Treaty obligations. The Crown –
- 7.2.1 has a duty to act in good faith to other claimant groups (including those who have already settled with the Crown (the **settled groups**)) who have interests in Ngāti Kahungunu's area of interest (refer attachment 1); and
  - 7.2.2 must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
  - 7.2.3 must avoid unreasonably prejudicing its ability to reach a fair settlement with other claimant groups in the future, while not unduly devaluing the settlement of other settled groups and with Ngāti Kahungunu.
- 7.3 Following the signing of this agreement in principle, parties will work together with overlapping claimant and settled groups to resolve any remaining overlapping claims matters. If after working together the overlapping claims remain unresolved, the Crown may have to make a final decision. In reaching any decisions on overlapping claims, the Crown is guided by two general principles:
- 7.3.1 the Crown's wish to reach a fair and appropriate settlement with Ngāti Kahungunu without compromising the existing settlements of settled groups; and
  - 7.3.2 the Crown's wish to maintain, as far as possible, its capability to provide appropriate redress to other claimant groups and achieve a fair settlement of their historical claims.
  - 7.3.3 The process for resolving remaining overlapping claims matters is set out in Table 9 below.

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**Table 9** – Next steps in overlapping claims process for Ngāti Kahungunu

Next steps	Timeframe
Agreement in principle uploaded to the Office of Treaty Settlements website.	Within one week of AIP signing
The Office of Treaty Settlements writes to all overlapping groups advising of the Crown offer in the agreement in principle, seeking submissions (written confirmation of support, agreement reached with Ngāti Kahungunu or identification of issues for discussion).	Within one month of AIP signing
Overlapping groups to provide submissions to the Office of Treaty Settlements. Ngāti Kahungunu to report back on engagement with overlapping groups and advise of any agreements reached.	Within two months of receiving Crown letter
The Office of Treaty Settlements, Ngāti Kahungunu and affected overlapping groups to agree a process to try and resolve issues. The Office of Treaty Settlements assesses submissions and reports to the Minister for Treaty of Waitangi Negotiations providing an update on overlapping claims and if there are issues advises the Minister of a process to resolve those issues.	Within one month of receiving submissions
Facilitated meetings between Ngāti Kahungunu and overlapping groups, Crown to attend meetings if requested. Iwi to agree on a solution to issues. If no agreement is reached, then the Office of Treaty Settlements will seek a preliminary decision in [month] on unresolved issues.	Date to be confirmed
Minister for Treaty of Waitangi Negotiations to advise overlapping groups of preliminary decisions on any unresolved issues. Officials from the Office of Treaty Settlements will be available to discuss the decisions.	Date to be confirmed
Responses from affected overlapping groups to the Minister for Treaty of Waitangi Negotiations' decisions	Date to be confirmed
The Office of Treaty Settlements reports to the Minister for Treaty of Waitangi Negotiations on final decisions on overlapping claims and the Ngāti Kahungunu settlement package.	Date to be confirmed
Cabinet consideration of Ngāti Kahungunu settlement package	Date to be confirmed
Parties aim to initial deed of settlement	Date to be confirmed

## **8 INTEREST AND TAX**

### **Interest**

8.1 The deed of settlement is to provide for the Crown to pay the governance entity, on the settlement date, interest on the financial and commercial redress amount specified in clause 6.2:

8.1.1 for the period –

(a) beginning on the date of this agreement in principle; and

(b) ending on the day before the settlement date; and

(c) at the rate from time to time set as the official cash rate by the Reserve Bank, calculated on a daily basis but not compounding.

8.2 The interest is to be –

8.2.1 subject to any tax payable; and

8.2.2 payable after withholding any tax required by legislation to be withheld.

### **Tax**

8.3 Subject to the Minister of Finance's consent, the deed of settlement is to provide that the Crown must indemnify the governance entity for any GST or income tax payable in respect of the provision of Crown redress.

8.4 The governance entity agrees that neither it, nor any other person, will claim with respect to the provision of Crown redress -

8.4.1 an input credit for GST purposes; or

8.4.2 a deduction for income tax purposes.



## 9 NEXT STEPS

### Disclosure information

- 9.1 The Crown will, as soon as reasonably practicable, prepare and provide to Ngāti Kahungunu disclosure information in relation to –
- 9.1.1 each potential cultural redress property; and
  - 9.1.2 each potential commercial redress property.

### Resolution of final matters

- 9.2 The parties will work together to agree, as soon as reasonably practicable, all matters necessary to complete the deed of settlement, including agreeing on or determining as the case may be –
- 9.2.1 the terms of the –
    - (a) historical account; and
    - (b) Crown's acknowledgements and apology; and
  - 9.2.2 the cultural redress properties, the commercial redress properties, the deferred selection properties, the RFR land from the potential properties or land provided in the relevant table, and if applicable, any conditions that will apply; and
  - 9.2.3 the transfer values of the commercial redress properties (in accordance with the valuation process in schedule 3, or by another valuation process as agreed in writing between the landholding agency and Ngāti Kahungunu); and
  - 9.2.4 the terms of a registrable lease for any leaseback property; and
  - 9.2.5 official geographic names; and
  - 9.2.6 the terms of the following (which will, where appropriate, be based on the terms provided in recent settlement documentation):
    - (a) the cultural redress; and
    - (b) the transfer of the commercial redress property; and
    - (c) the right to purchase a deferred selection property, including the process for determining its market value; and
    - (d) the RFR, including the circumstances in which RFR land may be disposed of without the RFR applying; and

## AGREEMENT IN PRINCIPLE

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(e) the tax indemnity; and

9.2.7 the following documents:

(a) the statements of Ngāti Kahungunu and Rangitāne values and the protection principles in relation to the overlay classification area; and

(b) Ngāti Kahungunu statements of association for each of the statutory areas; and

(c) the deeds of recognition; and

(d) the protocols; and

(e) the conservation relationship agreement; and

(f) the relationship agreement with Heritage New Zealand; and

(g) the letter of commitment with the Department of Internal Affairs and the Museum of New Zealand Te Papa Tongarewa; and

(h) the fisheries relationship agreement; and

(i) the letter of relationship with Land Information New Zealand; and

(j) the relationship agreement with the Ministry for the Environment; and

(k) the settlement legislation; and

9.2.8 all other necessary matters.

### **Development of governance entity and ratification process**

9.3 Ngāti Kahungunu will, as soon as reasonably practicable after the date of this agreement, and before the signing of a deed of settlement –

9.3.1 form a single governance entity that the Crown is satisfied meets the requirements of clause 10.1.2(a); and

9.3.2 develop a ratification process referred to clause 10.1.2(a)(i) that is approved by the Crown.

## 10 CONDITIONS

### Entry into deed of settlement conditional

10.1 The Crown's entry into the deed of settlement is subject to –

10.1.1 Cabinet agreeing to the settlement and the redress; and

10.1.2 the Crown being satisfied Ngāti Kahungunu have –

(a) established a governance entity that –

(i) is appropriate to receive the redress; and

(ii) provides, for Ngāti Kahungunu, –

(I) appropriate representation; and

(II) transparent decision-making and dispute resolution processes; and

(III) full accountability; and

(b) approved, by a ratification process approved by the Crown, –

(i) the governance entity to receive the redress; and

(ii) the settlement on the terms provided in the deed of settlement; and

(iii) signatories to sign the deed of settlement on Ngāti Kahungunu's behalf.

### Settlement legislation

10.2 The deed of settlement is to provide that following the signing of the deed of settlement the Crown will propose a draft settlement bill for introduction to the House of Representatives.

10.3 This draft settlement bill will provide for all matters for which legislation is required to give effect to the deed of settlement.

10.4 The draft settlement bill must:

10.4.1 comply with the drafting standards and conventions of the Parliamentary Counsel Office for Governments Bills, as well as the requirements of the Legislature under Standing Orders, Speakers' Rulings, and conventions; and

## AGREEMENT IN PRINCIPLE

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10.4.2 be in a form that is satisfactory to Ngāti Kahungunu and the Crown.

10.5 The deed of settlement is to provide that Ngāti Kahungunu and the governance entity must support the passage of the draft settlement bill through Parliament.

### **Settlement conditional on settlement legislation**

10.6 The deed of settlement is to provide that the settlement is conditional on settlement legislation coming into force although some provisions may be binding on and from the date the deed of settlement is signed.

## **11 GENERAL**

### **Nature of this agreement in principle**

11.1 This agreement in principle –

11.1.1 is entered into on a without prejudice basis; and

11.1.2 in particular, may not be used as evidence in proceedings before, or presented to, the Waitangi Tribunal, any court, or any other judicial body or tribunal; and

11.1.3 is non-binding; and

11.1.4 does not create legal relations.

### **Termination of this agreement in principle**

11.2 The Crown or the mandated representatives, on behalf of Ngāti Kahungunu, may terminate this agreement in principle by notice to the other.

11.3 Before terminating this agreement in principle, the Crown or the mandated representatives, as the case may be, must give the other at least 20 business days notice of an intention to terminate.

11.4 This agreement in principle remains without prejudice even if it is terminated.

### **Definitions**

11.5 In this agreement in principle –

11.5.1 the terms defined in the definitions schedule have the meanings given to them by that schedule; and

11.5.2 all parts of speech, and grammatical forms, of a defined term have a corresponding meaning.

### **Interpretation**

11.6 In this agreement in principle –

11.6.1 headings are not to affect its interpretation; and

11.6.2 the singular includes the plural and vice versa.

## AGREEMENT IN PRINCIPLE

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11.7 Provisions in –

11.7.1 the schedules to this agreement in principle are referred to as paragraphs;  
and

11.7.2 other parts of this agreement are referred to as clauses.

**AGREEMENT IN PRINCIPLE**

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**SIGNED** on

day of

2016

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

The Minister for Treaty of Waitangi  
Negotiations in the presence of

\_\_\_\_\_  
Hon Christopher Finlayson

**WITNESS**

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

Occupation:

Address:

**AGREEMENT IN PRINCIPLE**

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**SIGNED** for and on behalf of Ngāti Kahungunu by

\_\_\_\_\_  
Ian Noel Perry

\_\_\_\_\_  
Hayden Charles Kani Hape

\_\_\_\_\_  
Rangimaria Sylvia Gabrielle Taite

\_\_\_\_\_  
Bryan Pikitiatēkaewa Te Huki

\_\_\_\_\_  
Maria Edwards

\_\_\_\_\_  
William David Workman

\_\_\_\_\_  
Haami Te Whaiti

\_\_\_\_\_  
Robin Te Huna Potangaroa

\_\_\_\_\_  
Connie Oneroa

\_\_\_\_\_  
Michael Roera

\_\_\_\_\_  
Rex Murray Allan Hemi

\_\_\_\_\_  
Ron Rongowhitiao Stanley Mark



## **AGREEMENT IN PRINCIPLE**

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**Other members of Ngāti Kahungunu who support the Agreement in Principle**

## AGREEMENT IN PRINCIPLE

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**Other members of Ngāti Kahungunu who support the Agreement in Principle**

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## AGREEMENT IN PRINCIPLE

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**Other members of Ngāti Kahungunu who support the Agreement in Principle**

**SCHEDULES**

## 1 DEFINITIONS

### Historical claims

1.1 The deed of settlement will provide that historical claims –

1.1.1 means every claim (whether or not the claim has arisen or been considered, researched, registered, notified, or made by or on the settlement date) that Ngāti Kahungunu, or a representative entity, had at, or at any time before, the settlement date, or may have at any time after the settlement date, and that -

(a) is, or is founded on, a right arising –

(i) from the Treaty of Waitangi/Te Tiriti o Waitangi or its principles;  
or

(ii) under legislation; or

(iii) at common law, including aboriginal title or customary law; or

(iv) from fiduciary duty; or

(v) otherwise; and

(b) arises from, or relates to, acts or omissions before 21 September 1992  
–

(i) by, or on behalf of, the Crown; or

(ii) by or under legislation; and

1.1.2 includes every claim to the Waitangi Tribunal to which paragraph 1.1.1 applies that relates exclusively to the settling group or a representative entity, including the following claims:

(a) Wai 85 – Mangakino Lands and Waikato River claim;

(b) Wai 429 – Ngāi Tumapūhai-a-Rangi claim;

(c) Wai 743 – Nga Tihanga o Kahungunu claim;

(d) Wai 744 – Wairarapa 5 Percents claim;

(e) Wai 818 – Wairarapa Intellectual Property and Whakapapa claim;

(f) Wai 886 – Ngai Tumapuhia a Rangi Lands and Resources (Wairarapa) claim;

(g) Wai 897 – Okautete School Lands (Wairarapa) claim;

## AGREEMENT IN PRINCIPLE

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- (h) Wai 939 – Te Hika-o-Pāpāuma o Wairarapa ki Kahungunu claim;
- (i) Wai 944 – Hurunui-o-Rangi Marae claim;
- (j) Wai 959 – Ngāti Hinewaka claim;
- (k) Wai 962 – Jury whānau land claim;
- (l) Wai 1019 – The Wairarapa Rohe Crown Consultation claim;
- (m) Wai 1022 – Pāpāwai Marae Committee claim;
- (n) Wai 1023 – The Pouākani Wairarapa Exchange claim;
- (o) Wai 1049 – Descendants of Taueru claim;
- (p) Wai 1050 – Ngā Aikiha claim;
- (q) Wai 1056 – Part Papawai A42 Block claim;
- (r) Wai 1057 – Akura Marae, Ngāti Hāmua, Ngāti Ahuahu claim;
- (s) Wai 1569 – Native Land Court and succession laws claim; and
- (t) Wai 2215 – Ngāti Kahungunu Mana Wahine claim;

1.1.3 includes every other claim to the Waitangi Tribunal to which paragraph 1.1.1 applies, so far as it relates to Ngāti Kahungunu or a representative entity, including the following claims:

- (a) Wai 97 – Wairarapa Moana Trust claim;
- (b) Wai 161 – Waipukurau Block claim;
- (c) Wai 420 – Mataikona A2 claim;
- (d) Wai 652 – Ngāti Kahungunu ki Tāmaki-Nui-ā Rua claim;
- (e) Wai 657 – Aorangi Settlement claim;
- (f) Wai 692 – Napier Hospital Services claim;
- (g) Wai 687 – Kahungunu-Rongomaiwahine claim;
- (h) Wai 741 – Wairarapa Local Government and Resource Management claim;
- (i) Wai 770 – Wairarapa Lands and Fisheries claim;



## AGREEMENT IN PRINCIPLE

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- (j) Wai 799 – Karanema Reserve-Te Mata Peak claim;
- (k) Wai 852 – Kahungunu Petroleum claim;
- (l) Wai 1021 – Ngāti Whātuiāpiti land reserves claim;
- (m) Wai 1232 – Ngati Kere Heretaunga and Tamatea Lands and Resources claim;
- (n) Wai 1233 – Ngai Te Kikiri o Te Rangi Heretaunga and Tamatea Lands and Resources claim;
- (o) Wai 1234 – Rongo a Tahu Heretaunga and Tamatea Lands and Resources claim;
- (p) Wai 1235 – Ngati Poporo Heretaunga and Tamatea Lands and Resources claim;
- (q) Wai 1236 – Ngai Te Rangikoianake Heretaunga and Tamatea Lands and Resources claim;
- (r) Wai 1237 – Hapu of Houngarea Marae Heretaunga and Tamatea Lands and Resources claim;
- (s) Wai 1238 – Hapu of Mangaroa Marae Heretaunga and Tamatea Lands and Resources claim;
- (t) Wai 1239 – Hapu of Matahiwi Marae Heretaunga and Tamatea Lands and Resources claim;
- (u) Wai 1240 – Ngati Mihiroa Heretaunga and Tamatea Lands and Resources claim;
- (v) Wai 1241 – Hapu of Omahu Marae Heretaunga and Tamatea Lands and Resources claim;
- (w) Wai 1242 – Hapu of Ruahapia Marae Heretaunga and Tamatea Lands and Resources claim;
- (x) Wai 1243 – Hapu of Te Awhina Marae Heretaunga and Tamatea Lands and Resources claim;
- (y) Wai 1244 – Hapu of Waipatu Marae Heretaunga and Tamatea Lands and Resources claim;
- (z) Wai 1245 – Hapu of Waimarama Marae Heretaunga and Tamatea Lands and Resources claim;
- (aa) Wai 1246 – Ngai Te Whatuiapiti Heretaunga and Tamatea Lands and Resources claim;

## AGREEMENT IN PRINCIPLE

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- (bb) Wai 1947 – Descendants of Paul Ropiha and Te Wai Ropiha Bell Lands Claim;
- (cc) Wai 2028 – Ngāti Kahungunu Vietnam Veterans claim;
- (dd) Wai 2211 – Wairarapa Moana and land issues claim;
- (ee) Wai 2213 – Coastal resources claim;
- (ff) Wai 2225 – Heritage Management, Crown Purchases and Native Land Court claim;
- (gg) Wai 2241 – Nga Uri o Te Hau claim;
- (hh) Wai 2269 – Te Whiti North Block claim; but

1.1.4 does not include the following claims –

- (a) a claim that a member of Ngāti Kahungunu, or a whānau, hapū, or group referred to in paragraph 1.4.2, may have that is, or is founded on, a right arising as a result of being descended from an ancestor who is not referred to in paragraph 1.4.1;
- (b) a claim based on descent from the tipuna (ancestor) Rangitāne; and
- (c) a claim that a representative entity may have to the extent the claim is, or is founded, on a claim referred to in clause 1.1.4(a) or 1.1.4 (b).

1.2 To avoid doubt, the settlement of the historical claims of Ngāti Kahungunu will not affect the right of iwi, hapū or whānau who are members of Ngāti Kahungunu to apply for the recognition of protected customary rights or customary marine title under the Marine and Coastal Area (Takutai Moana) Act 2011.

1.3 The deed of settlement will, to avoid doubt, provide paragraph 1.1.1 is not limited by paragraphs 1.1.2 or 1.1.3.

### **Ngāti Kahungunu**

1.4 The deed of settlement will provide that Ngāti Kahungunu means -

1.4.1 the collective group composed of individuals who descend from one or more of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-a-Rua tipuna (ancestor); and

1.4.2 every whānau, hapū, or group to the extent that it is composed of individuals referred to in Table 1 below.

## AGREEMENT IN PRINCIPLE

**Table 1** – Hapū list for the purpose of Claimant definition

Ngāi Hangarakau	Ngāti Te Kai	Ngāti Te Noti
Ngāi Te Ao	Ngāti Upokoiri	Ngāti Te Whātui
Ngāi/Ngāti Te Rangitāwhanga	Ngāti Whātuiāpiti	Ngāti Tangatakau
Ngāi Te Rehunga	Tu mai te Uru	Ngāti Mātangiuru
Ngāi Tukaihara	Ngāti Pohoi	Ngāti Te Hina/Ngāti Te Hina Ariki
Ngāi Tūmapuhia-ā-Rangi	Ngāti Punarewa	Ngāti Hineteorangi
Ngāi Tuohungia	Ngāi Te Rautangata	Ngāti Te Koro o Ngā Whenua
Ngāi Tutemiha	Ngāi Taneroa/Taneroroa	Ngāti Rangitōtohu
Ngāti Hinewaka	Ngāti Kaiparuparu	Mere Te Huinga*
Ngāi Ira	Ngāti Kakawa	Ngāti Hopara
Ngāti Kahukuraawhitia	Ngāti Rangitaitaia	Ngāti Puha
Ngāti Kahukuranui	Ngāti Kaumoana	Ngāti Te Korou
Ngāti Kauhihi	Ngāti Kirikohatu	Ngāti Ihaka Rautahi*
Ngāti Kere	Ngāti Maahu	Ngāti Te Opekai
Ngāti Koura	Ngāti Tahitokuru	Ngāti Kaihuitu
Ngāti Maru	Ngāti Turanga	Ngāti Rakaipaaka
Ngāti Raikairangi	Ngāti Tutawake	Ngāti Te Tomo
Ngāti/Ngāi Rakaiwhakairi	Ngāti Hikarahui	Ngāti Rangitehewa
Ngāti Rongomaiaia	Ngāti Waipuhoro	Ngāti Tu
Ngāti Rua	Ngāti Hinepare	Ngāti Tumanawa
Ngāti Ruawahine	Ngāti Pakuia	Ngāi Tamanuhiri
Ngāti Te Kawekairangi	Ngāti Tūkoko	Ngāi Whaiwhati
Ngāti Te Rangikoianake	Ngāti Te Atawhā	Ngāti Tutohengarangi
Ngāti Te Whiunga	Ngāti Whakamana	Ngāti Hinekorako
Ngāti Hakeke	Ngāti Meroiti	Ngāti Hinemau
Ngāti Hikarara	Ngāti Hinetauira	Ngāti Te Hau
Ngāti Hikawera	Ngāti Tauiao	Ngāti Kaingaahi
Ngāti Hinerāumoā	Ngāti Moe	Ngāti Rangaranga
Ngāti Matehau	Ngāi Tahu/Ngāi Tahu Makakanui	Ngāti Whaitongarerewa
Ngāti Muretu	Te Hika o Pāpāuma	Ngāi/Ngāti Te Aomataura
Ngāti Ngapuoterangi	Ngāti Hāmua	Ngāti Te Ahuahu
Ngāti Pā te Ika	Ngāti Rangiwakaewa	Ngāti Pohatu
Ngāti Pakuahi	Ngāti Mutuahi	Ngāti Te Tohinga
Ngāti Parera	Ngāti Pakapaka	Ngāti Wheke
Ngāti Tapatu	Ngāti Parakiore	Ngāti Tuhakeke
Ngāti Te Aokino	Ngāi Tamahau	Ngāti Mariunga
Ngāti Te Aomatarahi	Ngāti Te Raetea	
Ngāti/Ngāi Te Hangarakau	Ngāti Hineteorangi	

1.5 The deed of settlement will provide, for the purposes of paragraph 1.4.1 -

1.5.1 a person is **descended** from another person if the first person is descended from the other by -

- (a) birth; or
- (b) legal adoption; or
- (c) Māori customary adoption in accordance with Ngāti Kahungunu tikanga (customary values and practices); and

1.5.2 **Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua tipuna (ancestor)** means an individual who:

## AGREEMENT IN PRINCIPLE

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- (a) exercised customary rights by virtue of being descended from:
  - (i) the tipuna (ancestor) Kahungunu; or
  - (ii) a recognised tipuna (ancestor) of any of the groups listed in clause 1.4.2; and
- (b) exercised the customary rights in 1.5.2 (a) predominantly in relation to Wairarapa Tāmaki Nui-ā-Rua after 6 February 1840.

1.5.3 **customary rights** means rights according to Ngāti Kahungunu tikanga (customary values and practices) including -

- (a) rights to occupy land; and
- (b) rights in relation to the use of land or other natural or physical resources.

### **Other definitions**

1.6 In this agreement in principle –

**arbitration commencement date**, in relation to the determination of the market value and/or market rental of a valuation property means:

- (a) in relation to a referral under paragraph 3.12.2 the date of that referral; and,
- (b) in relation to an appointment under paragraph 3.12.3 or 3.12.4, a date specified by the valuation arbitrator; and

**arbitration meeting**, in relation to the determination of the market value and/or market rental of a valuation property, means the meeting notified by the valuation arbitrator under paragraph 3.13.1; and

**area of interest** means the area identified as the area of interest in the attachment; and

**business day** means a day that is not –

- (a) a Saturday or Sunday; or
- (b) Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's Birthday, or Labour day; or
- (c) if Waitangi Day or ANZAC Day falls on a Saturday or Sunday, the following Monday; or
- (d) a day in the period commencing with 25 December in any year and ending with 15 January in the following year; or
- (e) a day that is observed as the anniversary of the province of –

## AGREEMENT IN PRINCIPLE

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- (i) Wellington; or
- (ii) Hawke's Bay; and

**commercial redress property** means each property described as a commercial redress property in the deed of settlement; and

**conservation document** means a national park management plan, conservation management strategy, or conservation management plan; and

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

**Crown entity** has the meaning given to it by section 7(1) of the Crown Entities Act 2004; and

**Crown forest land** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

**Crown forestry licence** has the meaning given to it by section 2(1) of the Crown Forest Assets Act 1989; and

**Crown forestry rental trust deed** means the trust deed made on 30 April 1990 establishing the Crown Forestry Rental Trust under section 34(1) of the Crown Forest Assets Act 1989; and

**Crown leaseback**, in relation to a leaseback commercial redress property or a leaseback deferred selection property, means the lease the deed of settlement will provide to be entered into by the governance entity and the Crown as described in clause 6.6; and

**Crown redress –**

- (a) means redress –
  - (i) provided by the Crown to the governance entity; or
  - (ii) vested by the settlement legislation in the governance entity that was, immediately prior to the vesting, owned by or vested in the Crown; and
- (b) includes any right of the governance entity under the settlement documentation –
  - (i) to acquire a deferred selection property; or
  - (ii) of first refusal in relation to RFR land; but
- (c) does not include
  - (i) an obligation of the Crown under the settlement documentation to transfer a deferred selection property or RFR land; or

## AGREEMENT IN PRINCIPLE

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- (ii) a deferred selection property or RFR land; or
- (iii) any on-account payment made before the date of the deed or to entities other than the governance entity; and

**cultural redress** means the redress to be provided under the settlement documentation referred to in part 5; and

**cultural redress property** means each property described as a cultural redress property in the deed of settlement; and

**deed of settlement** means the deed of settlement to be developed under clause 2.1.2; and

**deferred selection property** means each property described as a deferred selection property in the deed of settlement; and

**disclosure information** means –

- (a) in relation to a redress property, the information provided by the Crown to the governance entity under clause 9.1; and
- (b) in relation to a purchased deferred selection property, the disclosure information about the property the deed of settlement requires to be provided by the Crown to the governance entity; and

**encumbrance**, in relation to a property, means a lease, tenancy, licence, easement, covenant, or other right or obligation affecting that property; and

**financial and commercial redress** means the redress to be provided under the settlement documentation referred to in part 6; and

**financial and commercial redress amount** means the amount referred to as the financial and commercial redress amount in clause 6.2; and

**governance entity** means the governance entity to be formed by Ngāti Kahungunu under clause 9.3.1; and

**Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua** means Ngāti Kahungunu as set out in clause 1.4 of schedule 1; and

**land holding agency**, in relation to a potential commercial redress property, a potential deferred selection property, or potential RFR land, means the department specified opposite that property / land in Tables 6, 7, and 8, as the case may be; and

**leaseback deferred selection property** means:

- (a) a potential deferred selection property that Table 7 identifies as a leaseback property; or

## AGREEMENT IN PRINCIPLE

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- (b) a deferred selection property identified in the deed of settlement as a leaseback property; and

**leaseback property** means each leaseback deferred selection property; and

**licensed land** means a potential commercial redress property that the redress table identifies as licensed land, being Crown forest land that is subject to a Crown forestry licence but excluding –

- (a) all trees growing, standing, or lying on the land; and
- (b) all improvements that have been acquired by a purchaser of trees on the land or made, after the acquisition of the trees by the purchaser, or by the licensee; and

**mandated body** means the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua Trust which the Crown has recognised as the entity that holds the mandate to represent Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua in negotiations to settle the historical claims as set out in the terms of negotiation between the Ngāti Kahungunu ki Wairarapa Tāmaki Nui ā Rua Trust and the Crown signed in June 2013; and

**mandated representatives** means the Trustees of the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Trust; and

**market rental**, in relation to a property, has the meaning provided in the valuation instructions in appendix 1 to schedule 3; and

**market value**, in relation to a property, has the meaning provided in the valuation instructions in appendix 1 to schedule 3; and

**party** means each of Ngāti Kahungunu and the Crown; and

**potential commercial redress property** means each property described as a potential commercial redress property in the Table 6; and

**potential cultural redress property** means each property described as a potential cultural redress property in Table 1; and

**potential deferred selection property** means each property described as a potential deferred selection property in Table 7; and

**potential RFR land** means the land described as potential RFR land in Table 8; and

**protocol** means a protocol referred to in Table 5; and

**purchased deferred selection property** means each deferred selection property in relation to which the governance entity and the Crown are to be treated under the deed of settlement as having entered into an agreement for its sale and purchase; and

**Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua** means the meaning given to it by the deed of settlement or legislation giving effect to the settlement

## AGREEMENT IN PRINCIPLE

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between the Crown and Rangitāne o Wairarapa and Rangitāne o Tamaki Nui-ā- Rua;  
and

**Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua governance entity** means the Rangitāne Tū Mai Rā Trust; and

**redress** means the following to be provided under the settlement documentation –

- (a) the Crown's acknowledgment and apology referred to in clause 4.1; and
- (b) the financial and commercial redress; and
- (c) the cultural redress; and

**redress property** means -

- (a) each cultural redress property; and
- (b) each commercial redress property; and

**registered valuer** means any valuer for the time being registered under the Valuers Act 1948; and

**representative entity** means a person or persons acting for or on behalf of Ngāti Kahungunu; and

**resumptive memorial** means a memorial entered on a certificate of title or computer register under any of the following sections:

- (a) 27A of the State-Owned Enterprises Act 1986; or
- (b) 211 of the Education Act 1989; or
- (c) 38 of the New Zealand Railways Corporation Restructuring Act 1990; and

**RFR** means the right of first refusal referred to in clause 6.10; and

**RFR land** means the land referred to as RFR land in the deed of settlement; and

**school site**, means a leaseback property in respect of which the land holding agency is the Ministry of Education; and

**settlement** means the settlement of the historical claims under the settlement documentation; and

**settlement date** means the date that will be defined in the deed of settlement and settlement legislation; and

**settlement document** means a document to be entered into by the Crown to give effect to the deed of settlement; and



## AGREEMENT IN PRINCIPLE

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**settlement documentation** means the deed of settlement and the settlement legislation and the shared redress legislation; and

**settlement legislation** means the legislation giving effect to the deed of settlement other than the shared redress which is given effect through the shared redress legislation; and

**settlement property** means –

- (a) each cultural redress property; and
- (b) each commercial redress property; and
- (c) each deferred selection property; and
- (d) any RFR land; and

**shared redress legislation** means the legislation giving effect to the shared redress referred to in the deed of settlement and the Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua deed of settlement; and

**shared redress parties** means –

- (a) the Crown; and
- (b) the governance entity; and
- (c) the Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua governance entity; and

**statement of association** means each statement of association referred to in clause 5.73; and

**statutory acknowledgement** means the acknowledgement to be made by the Crown in the settlement legislation referred to in clause 5.73 on the terms to be provided by the settlement legislation; and

**statutory area** means an area referred to in Table 3 as a statutory area; and

**tax indemnity** means the indemnity to be provided in the deed of settlement under clauses 8.3 and 8.4; and

**transfer value**, in relation to a potential commercial redress property, means the amount payable by the governance entity for the transfer of the property that has been agreed, or is to be determined or agreed in accordance with schedule 3; and

**Treaty of Waitangi/Te Tiriti o Waitangi** means the Treaty of Waitangi as set out in schedule 1 to the Treaty of Waitangi Act 1975; and

## AGREEMENT IN PRINCIPLE

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**trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua Trust** means trustees holding office as the Trustees of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua Trust from time to time in accordance with the terms of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua Trust Deed; and

**valuation arbitrator**, in relation to a valuation property means the person appointed under paragraphs 3.3.2 or 3.4, in relation to the determination of its market value, and if applicable its market rental; and

**valuation date**, in relation to a potential commercial redress property, means the notification date in relation to the property; and

**valuation property** means each potential commercial redress property that is to be valued.

## **2 TERMS OF SETTLEMENT**

### **Rights unaffected**

- 2.1 The deed of settlement is to provide that, except as provided in the settlement documentation, the rights and obligations of the parties will remain unaffected.

### **Acknowledgments**

- 2.2 Each party to the deed of settlement is to acknowledge in the deed of settlement that –
- 2.2.1 the other party has acted honourably and reasonably in relation to the settlement; but
  - 2.2.2 full compensation of Ngāti Kahungunu is not possible; and
  - 2.2.3 Ngāti Kahungunu has not received full compensation and that this is a contribution to New Zealand's development; and
  - 2.2.4 the settlement is intended to enhance the ongoing relationship between the settling group and the Crown (in terms of the Treaty of Waitangi/Te Tiriti o Waitangi, its principles, and otherwise).
- 2.3 Ngāti Kahungunu is to acknowledge in the deed of settlement that –
- 2.3.1 taking all matters into consideration (some of which are specified in paragraph 3.2), the settlement is fair in the circumstances; and
  - 2.3.2 the redress –
    - (a) is intended to benefit Ngāti Kahungunu collectively; but
    - (b) may benefit particular members, or particular groups of members, of Ngāti Kahungunu if the governance entity so determines in accordance with the governance entity's procedures.

### **Implementation**

- 2.4 The deed of settlement is to provide the settlement legislation will, on terms agreed by the parties (based on the terms in recent settlement legislation) –
- 2.4.1 settle the historical claims; and
  - 2.4.2 exclude the jurisdiction of any court, tribunal, or other judicial body in relation to the historical claims and the settlement; and
  - 2.4.3 provide that certain enactments do not apply –

## AGREEMENT IN PRINCIPLE

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- (a) to a redress property, a purchased deferred selection property, or any RFR land; or
  - (b) for the benefit of Ngāti Kahungunu or a representative entity; and
- 2.4.4 require any resumptive memorials to be removed from the certificates of title to, or the computer registers for, the settlement properties (including, in specified circumstances, from the title to a deferred selection property); and
- 2.4.5 provide that the rule against perpetuities and the Perpetuities Act 1964 does not apply –
  - (a) where relevant, to any entity that is a common law trust; and
  - (b) to any settlement documentation; and
- 2.4.6 require the Secretary for Justice to make copies of the deed of settlement publicly available.
- 2.5 The deed of settlement is to provide –
  - 2.5.1 the governance entity must use its best endeavours to ensure every historical claim is discontinued by the settlement date or as soon as practicable afterwards; and
  - 2.5.2 the Crown may: –
    - (a) cease any land bank arrangement in relation to Ngāti Kahungunu, the governance entity, or any representative entity, except to the extent necessary to comply with its obligations under the deed;
    - (b) after the settlement date, advise the Waitangi Tribunal (or any other tribunal, court, or judicial body) of the settlement.

### **3 VALUATION PROCESS FOR POTENTIAL COMMERCIAL REDRESS PROPERTIES**

*Please note: Unless otherwise agreed in writing between the relevant landholding agency and Ngāti Kahungunu, the parties will enter into the following valuation process for potential commercial redress properties*

#### **A DETERMINING THE TRANSFER VALUE AND INITIAL ANNUAL RENT OF A PROPERTY**

##### **APPLICATION OF THIS SUBPART**

- 3.1 This subpart provides how the following are to be determined in relation to a potential commercial redress property that is a property:
- 3.1.1 its transfer value; and
  - 3.1.2 if it is a leaseback property that is not a school site, its initial annual rent.
- 3.2 The transfer value, and if applicable the initial annual rent, are to be determined as at a date agreed upon in writing by the parties (the **notification date**).

##### **APPOINTMENT OF VALUERS AND VALUATION ARBITRATOR**

- 3.3 The parties, in relation to a property, not later than [10] business days after the notification date:
- 3.3.1 must each:
    - (a) instruct a valuer using the form of instructions in appendix 1; and
    - (b) give written notice to the other of the valuer instructed; and
  - 3.3.2 may agree and jointly appoint the person to act as the valuation arbitrator in respect of the property.
- 3.4 If the parties do not agree and do not jointly appoint a person to act as a valuation arbitrator within 15 business days after the notification date, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable.
- 3.5 The parties must ensure the terms of appointment of their respective registered valuers require the valuers to participate in the valuation process.

##### **QUALIFICATION OF VALUERS AND VALUATION ARBITRATOR**

- 3.6 Each valuer must be a registered valuer.

## **AGREEMENT IN PRINCIPLE**

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- 3.7 The valuation arbitrator –
- 3.7.1 must be suitably qualified and experienced in determining disputes about –
- (a) the market value of similar properties; and
  - (b) if applicable, the market rental of similar properties; and
- 3.7.2 is appointed when he or she confirms his or her willingness to act.

### **VALUATION REPORTS FOR A PROPERTY**

- 3.8 Each party must, in relation to a valuation, not later than:
- 3.8.1 [50] business days after the notification date, provide a copy of its final valuation report to the other party; and
- 3.8.2 [60] business days after the notification date, provide its valuer's written analysis report to the other party.
- 3.9 Valuation reports must comply with the International Valuation Standards [2013], or explain where they are at variance with those standards.

### **EFFECT OF DELIVERY OF ONE VALUATION REPORT FOR A PROPERTY**

- 3.10 If only one valuation report for a property that is not a school site is delivered by the required date, the transfer value of the property, and if applicable its initial annual rent, is the market value and the market rental, as assessed in the report.
- 3.11 If only one valuation report for a property that is a school site is delivered by the required date, the transfer value of the property is the market value as assessed in the report, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%),

### **NEGOTIATIONS TO AGREE A TRANSFER VALUE AND INITIAL ANNUAL RENT FOR A PROPERTY**

- 3.12 If both valuation reports for a property are delivered by the required date:
- 3.12.1 the parties must endeavour to agree in writing:
- (a) the transfer value of the property; or
  - (b) if the property is a school site, the transfer value (being the agreed market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
  - (c) if the property is a leaseback property that is not a school site, its initial annual rent;

## **AGREEMENT IN PRINCIPLE**

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- 3.12.2 either party may, if the transfer value of the property, or if applicable, its initial annual rent, is not agreed in writing within [70] business days after the notification date and if a valuation arbitrator has been appointed under paragraph 3.3.2 or paragraph 3.4, refer that matter to the determination of the valuation arbitrator; or
- 3.12.3 if that agreement has not been reached within the [70] business day period but the valuation arbitrator has not been appointed under paragraph 3.3.2 or paragraph 3.4, the parties must attempt to agree and appoint a person to act as the valuation arbitrator within a further [5] business days; and
- 3.12.4 if paragraph 3.12.3 applies, but the parties do not jointly appoint a person to act as a valuation arbitrator within the further [5] business days, either party may request that the Arbitrators' and Mediators' Institute of New Zealand appoint the valuation arbitrator as soon as is reasonably practicable; and
- 3.12.5 the valuation arbitrator, must promptly on his or her appointment, specify to the parties the arbitration commencement date.

### **VALUATION ARBITRATION**

- 3.13 The valuation arbitrator must, not later than [10] business days after the arbitration commencement date, –
  - 3.13.1 give notice to the parties of the arbitration meeting, which must be held –
    - (a) at a date, time, and venue determined by the valuation arbitrator after consulting with the parties; but
    - (b) not later than [30] business days after the arbitration commencement date; and
  - 3.13.2 establish the procedure for the arbitration meeting, including providing each party with the right to examine and re-examine, or cross-examine, as applicable, –
    - (a) each valuer; and
    - (b) any other person giving evidence.
- 3.14 Each party must –
  - 3.14.1 not later than 5pm on the day that is [5] business days before the arbitration meeting, give to the valuation arbitrator, the other party, and the other party's valuer –
    - (a) its valuation report; and
    - (b) its submission; and
    - (c) any sales, rental, or expert evidence that it will present at the meeting; and
  - 3.14.2 attend the arbitration meeting with its valuer.

## **AGREEMENT IN PRINCIPLE**

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- 3.15 The valuation arbitrator must –
- 3.15.1 have regard to the requirements of natural justice at the arbitration meeting; and
  - 3.15.2 no later than [50] business days after the arbitration commencement date, give his or her determination –
    - (a) of the market value of the property (which in respect of a school site is to be the market value based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%); and
    - (b) if applicable, of its market rental; and
    - (c) being no higher than the higher, and no lower than the lower, assessment of market value and/or market rental, as the case may be, contained in the parties' valuation reports.
- 3.16 An arbitration under this subpart is an arbitration for the purposes of the Arbitration Act 1996.

### **TRANSFER VALUE AND INITIAL ANNUAL RENT FOR ALL PROPERTIES**

- 3.17 The transfer value of the property, and if applicable its initial annual rent, is:
- 3.17.1 determined under paragraph 3.10 or 3.11, (as the case may be); or
  - 3.17.2 agreed under paragraph 3.12.1; or
  - 3.17.3 the market value and, if applicable, market rental determined by the valuation arbitrator under paragraph 3.15.2, if the determination is in respect of a property that is not a school site; or
  - 3.17.4 if the property is a school site, the market value determined by the valuation arbitrator under paragraph 3.15.2, (based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%).

## **B GENERAL PROVISIONS**

### **TIME LIMITS**

- 3.18 In relation to the time limits each party must use reasonable endeavours to ensure -
- 3.18.1 those time limits are met and delays are minimised; and
  - 3.18.2 in particular, if a valuer or a valuation arbitrator appointed under this part is unable to act, a replacement is appointed as soon as is reasonably practicable.

### **DETERMINATION FINAL AND BINDING**

- 3.19 The valuation arbitrator's determination under subpart A is final and binding.



**COSTS**

- 3.20 In relation to the determination of the transfer value, and initial annual rent, of a property, each party must pay –
  - 3.20.1 its costs; and
  - 3.20.2 half the costs of a valuation arbitration; or
  - 3.20.3 such other proportion of the costs of a valuation arbitration awarded by the valuation arbitrator as the result of a party's unreasonable conduct.

## AGREEMENT IN PRINCIPLE

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### APPENDIX 1

#### PLEASE NOTE:

If these instructions apply to-

- a non-leaseback property, references connected with a leaseback (including references to assessing the property's market rental) must be deleted; or
- a leaseback property -
  - that is to be leased back to the Ministry of Education, references to assessing the property's market rental must be deleted; or
  - that is not to be leased back to the Ministry of Education, references to a lease to the Ministry of Education must be deleted.

[Valuer's name]

[Address]

### Valuation instructions

#### INTRODUCTION

Ngāti Kahungunu and the Crown have entered into an agreement in principle to settle the settling group's historical claims dated [date] (the **agreement in principle**).

#### PROPERTY TO BE VALUED

Ngāti Kahungunu have given the land holding agency an expression of interest in purchasing -

*[describe the property including its legal description]*

#### [PROPERTY TO BE LEASED BACK

If Ngāti Kahungunu purchases the property from the Crown as a commercial redress property under its deed of settlement, the governance entity will lease the property back to the Crown on the terms provided by the attached lease in (the **agreed lease**).

As the agreed lease is a ground lease, the ownership of the improvements on the property (the **Lessee's improvements**), remains unaffected by the transfer.]

#### AGREEMENT IN PRINCIPLE

A copy of the agreement in principle is enclosed.

Your attention is drawn to –

- (a) schedule ; and
- (b) the attached agreed lease of the property].

All references in this letter to subparts or paragraphs are to subparts or paragraphs of schedule .

## **AGREEMENT IN PRINCIPLE**

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A term defined in the agreement in principle has the same meaning when used in these instructions.

The property is a property for the purposes of part 6. Subpart A of schedule applies to the valuation of properties.

### **ASSESSMENT OF MARKET VALUE REQUIRED**

You are required to undertake a valuation to assess the market value of the property [that is a school site in accordance with the methodology below] as at [date] (the **valuation date**).

[As the Lessee's improvements will not transfer, the market value of the property is to be the market value of its land (i.e. not including any Lessee's improvements).]

The [land holding agency][Ngāti Kahungunu ][~~delete one~~] will require another registered valuer to assess the market value of the property [,and its market rental,] as at the valuation date.

The two valuations are to enable the market value of the property, [and its market rental,] to be determined either:

- (a) by agreement between the parties; or
- (b) by arbitration.

The market value of the property so determined will be the basis of establishing the "transfer value" at which Ngāti Kahungunu may elect to purchase the property as a commercial redress property under part 6, plus GST (if any).

### **[MARKET VALUE OF A SCHOOL SITE**

For the purposes of these instructions the intention of the parties in respect of a school site is to determine a transfer value to reflect the designation and use of the land for education purposes.

The market value of a school site is to be calculated as the market value of the property, exclusive of improvements, based on highest and best use calculated on the zoning of the property in force at the valuation date, less 20%.

A two step process is required:

- 1) firstly, the assessment of the unencumbered market value (based on highest and best use) by;
  - a) disregarding the designation and the Crown leaseback; and
  - b) considering the zoning in force at the valuation date and
  - c) excluding any improvements on the land; and;
- 2) secondly the application of a 20% discount to the unencumbered market value to determine the market value as a school site (transfer value).]

## **AGREEMENT IN PRINCIPLE**

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The transfer value is used to determine the initial annual rent based on an agreed rental percentage of the agreed transfer value, determined in accordance with the Crown leaseback (plus GST, if any, on the amount so determined).

### **[ASSESSMENT OF MARKET RENTAL REQUIRED**

You are also required to assess the market rental (exclusive of GST) for the property, as at the valuation date, being the rental payable from the commencement of the agreed lease.

The market rental for the property is to be the market rental payable under the agreed lease, being a ground lease. So it will be the rent payable for its land (i.e. excluding any Lessee's improvements).]

### **VALUATION OF PROPERTY**

You must, in relation to a property:

- (a) before inspecting the property, determine with the other valuer:
  - (i) the valuation method or methods applicable to the property; and
  - (ii) the comparable sales[, and comparable market rentals if the property is not a school site,] to be used in determining the market value of the property [and its market rental if the property is not a school site]; and
- (b) inspect the property, where practical, together with the valuer appointed by the other party; and
- (c) attempt to resolve any matters or issues arising from your inspections and input assumptions; and
- (d) by not later than [30] business days after the valuation date prepare, and deliver to us, a draft valuation report; and
- (e) by not later than [45] business days after the valuation date:
  - (i) review your draft valuation report, after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and
- (f) by not later than [55] business days after the valuation date, prepare and deliver to us a written analysis of both valuation reports to assist in the determination of the market value of the property [and its market rental if the property is not a school site]; and
- (g) by not later than [65] business days after the valuation date, meet with the other valuer and discuss your respective valuation reports and written analysis reports with a view to reaching consensus on the market value [and its market rental if the property is not a school site]; and
- (h) if a consensus on market value [and its market rental if the property is not a school site] is reached, record it in writing signed by you and the other valuer and deliver it to both parties; and

## **AGREEMENT IN PRINCIPLE**

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- (i) participate in any meetings, including any peer review process, as required by us and the other party to agree the market value of the property [and its market rental if the property is not a school site]; and
- (j) participate in any arbitration process required under subpart A to determine the market value of the property [and its market rental if the property is not a school site].

### **REQUIREMENTS OF YOUR VALUATION**

Our requirements for your valuation are as follows.

You are to assume that –

- (a) the property is a current asset and was available for immediate sale as at the valuation date; and
- (b) all legislative processes that the Crown must meet before disposing of the property have been met.

Your valuation is –

- (a) to assess market value on the basis of market value as defined in the current edition of the Australia and New Zealand Valuation and Property Standards [2012] and International Valuation Standards [2013]; and
- (b) to take into account –
  - (i) any encumbrances, interests, or other matters affecting or benefiting the property that were noted on its title on the valuation date; and
  - (ii) the terms of the agreed lease; and
  - (iii) the attached disclosure information about the property that has been given by the land holding agency to the settling group, including the disclosed encumbrances; and
  - (iv) the attached terms of transfer (that will apply to a purchase of the property by the governance entity); but
- (c) not to take into account a claim in relation to the property by or on behalf of Ngāti Kahungunu; and
- (d) in relation to the market rental for the property, to be on the basis of a willing lessor and a willing lessee, in an arm's length transaction, the parties having acted knowledgeably, prudently, and without compulsion].

### **REQUIREMENTS FOR YOUR VALUATION REPORT**

We require a full valuation report in accordance with the current edition of the Australia and New Zealand Valuation and Property Standards [2012] and International Valuation Standards [2013], including -

- (a) an executive summary, containing a summary of –

## **AGREEMENT IN PRINCIPLE**

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- (i) the valuation; and
  - (ii) [the market rental; and]
  - (iii) the key valuation parameters; and
  - (iv) the key variables affecting value; and
- (b) a detailed description, and a clear statement, of the land value; and
- (c) a clear statement as to any impact of –
- (i) the disclosed encumbrances[; and
  - (ii) the agreed lease]; and
- (d) details of your assessment of the highest and best use of the property; and
- (e) comment on the rationale of likely purchasers[, and tenants,] of the property; and
- (f) a clear identification of the key variables which have a material impact on the valuation; and
- (g) full details of the valuation method or methods; and
- (h) appendices setting out –
- (i) a statement of the valuation methodology and policies; and
  - (ii) relevant market and sales information.

Your report must comply with the minimum requirements set out in section 5 of the International Valuation Standard 1 Market Value Basis of Valuation, and other relevant standards, insofar as they are consistent with subpart A.

You may, with our prior consent, obtain specialist advice, such as engineering or planning advice.

### **ACCEPTANCE OF THESE INSTRUCTIONS**

By accepting these instructions, you agree to comply with these instructions and, in particular, not later than:

- (a) [30] business days after the valuation date, to prepare and deliver to us a draft valuation report; and
- (b) [45] business days after the valuation date, to:
  - (i) review your draft valuation report after taking into account any comments made by us or a peer review of the report obtained by us; and
  - (ii) deliver a copy of your final valuation report to us; and

## **AGREEMENT IN PRINCIPLE**

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- (c) [55] business days after the valuation date, to prepare and deliver to us a written analysis of both valuation reports; and
- (d) [65] business days after the valuation date, to meet with the other valuer to discuss your respective valuation reports and written analysis reports.

### **ACCESS**

[You should not enter on to the property without first arranging access through the **[landholding agency]** **[give contact details]**.]

[Where the property is a school site, you should not enter on to **[insert name(s) of school site(s)]** without first arranging access through the Ministry of Education **[give contact details]** and should not contact the school(s) directly.]

### **OPEN AND TRANSPARENT VALUATION**

The parties intend this valuation to be undertaken in an open and transparent manner, and for all dealings and discussions to be undertaken in good faith.

In particular, you must:

- (a) copy any questions you have or receive with regard to the valuation, together with the responses, to the settling group, the land holding agency, and the other valuer: and
- (b) make all reasonable attempts throughout this valuation process to resolve differences between you and the other valuer before delivering a copy of your final valuation report to us.

Yours faithfully

**[Name of signatory]**

**[Position]**

[Ngāti Kahungunu /**Land holding agency**][**delete one**]

## 4 RELATIONSHIP AGREEMENT WITH THE DEPARTMENT OF CONSERVATION

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

### NGĀTI KAHUNGUNU PRINCIPLES: POUTIRIAO

Ki te kore ngā poutiriao hei tiaki i te tūranga o ia mea, o ia mea, te haere a ia mea a ia mea, te mahi a ia mea a ia mea, nā kōnei i witi ai ngā mea katoa, mei kore ngā poutiriao kua taupatupatu ngā mea katoa ki a rātou anō, pēnei kua hē kua matemate.<sup>2</sup>

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

The purpose of poutiriao is to guard, protect, nurture and take care of all things, no matter what that thing may be for example vegetation, trees, reptiles, fish, people; each has its own guardian protector.<sup>3</sup> Poutiriao are the ariki of all things in the realm of Rangī the Sky Parent and Papatūānuku the Earth Mother:

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

### 1 BACKGROUND

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

### 2 PURPOSE

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

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<sup>2</sup> Te Matorohanga and Nepia Pohuhu, Ms Papers 189b, Folder 7, New Zealand Maori Purposes Fund Board, ATL.

<sup>3</sup> Ibid.



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effects of current and proposed activities on those water bodies, on the use and management of flora and fauna, and on that land, for the benefits of the Ngāti Kahungunu, their culture and traditions and the Department of Conservation.

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

### 3 PRINCIPLES OF POUTIRIAO AND NGĀTI KAHUNGUNU VALUES

#### Principles of Poutiriao

##### *Oranga, Mauri Ora*

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

##### *Taanenuiarangi Tūturu*

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

##### *Ngā Mahi o Tangaroa*

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

##### *Ngā Taonga o Ranginui*

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

##### *Te Āhua o Poutiriao*

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

## AGREEMENT IN PRINCIPLE

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### *Te Haumanu o Te Taiao*

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

### *Te Kāore o te tau Pourinui*

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

### *Te Papatuanuku Tuturu*

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

### **Ngāti Kahungunu Values**

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

## **AGREEMENT IN PRINCIPLE**

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

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

### **4 AGREEMENT AREA**

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

### **5 OBJECTIVES**

#### **Joint Objectives**

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

#### **Ngāti Kahungunu Objectives**

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

5.3 Ngāti Kahungunu want to work in partnership with the Department to achieve the following objectives to:

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

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

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

5.3.4 ensure the public are correctly informed of the traditional associations of Ngāti Kahungunu with lands and resources within Public Conservation Land;

5.3.5 restore and protect the relationship of Ngāti Kahungunu as kaitiaki of public conservation lands and resources within their area of interest, recognising that Ngāti Kahungunu will always remain; and

5.3.6 enable the identification and use of taupahi sites on Public Conservation Land for the social, cultural, environmental and economic development of Ngāti Kahungunu.

#### **The Department’s Objectives**

## **AGREEMENT IN PRINCIPLE**

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

### **6 RELATIONSHIP PRINCIPLES**

- 6.1 This relationship agreement is based on the Treaty of Waitangi and forms part of how the Department will give effect to the principles of the Treaty of Waitangi as provided for under section 4 of the Conservation Act. The overriding principles which will govern this relationship are therefore the principles of the Treaty of Waitangi as they are understood and developed over time.
- 6.2 The Department will seek to avoid actions which would be in breach of the Treaty of Waitangi and will acknowledge and respect the rights of Ngāti Kahungunu in their ancestral lands, waters, sites, resources and other taonga.
- 6.3 Ngāti Kahungunu and the Department agree that their relationship, and the implementation of this Agreement, will be guided by a commitment to:
- 6.3.1 equality in the relationship as Treaty partners;
  - 6.3.2 adopt a positive and collaborative approach, including acting in good faith, fairly, reasonably and with integrity and the highest level of transparency and accountability;
  - 6.3.3 an enduring relationship which is evolving, not prescribed;
  - 6.3.4 cooperation to seek to protect wāhi tapu, wāhi tīpuna, Priority Areas and other taonga of Ngāti Kahungunu on Public Conservation Land;
  - 6.3.5 active protection of Ngāti Kahungunu interests in the use of their taonga on Public Conservation Land to the fullest extent practicable;
  - 6.3.6 respect the independence of each other including mandates, roles and responsibilities;
  - 6.3.7 apply shared knowledge and expertise, including mātauranga Māori and the latest scientific methods;
  - 6.3.8 enable and support the use of te reo and tikanga of Ngāti Kahungunu; and
  - 6.3.9 acknowledge that Ngāti Kahungunu and the Department may only make commitments within their resources and capacity.

### **7 ENGAGEMENT PROCESS**

- 7.1 Where the parties are required to engage under this Agreement, the Department will:

## **AGREEMENT IN PRINCIPLE**

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- 7.1.1 provide notice to the Governance Entity of the matters to be the subject of engagement as soon as reasonably practicable following identification or determination of the matters to be the subject of the engagement;
  - 7.1.2 provide the Governance Entity with sufficient information to undertake informed discussions and make submissions in relation to any of the matters that are the subject of the engagement given any time constraints relating to those matters;
  - 7.1.3 ensure, as far as possible given any time constraints, that sufficient time is given for the effective participation of the Governance Entity, including the preparation of submissions by the Governance Entity, in relation to any of the matters that are the subject of the engagement;
  - 7.1.4 approach the engagement with an open mind and genuinely consider the suggestions, views or concerns that the Governance Entity may have in relation to any of the matters that are the subject of the engagement; and
  - 7.1.5 use reasonable endeavours to identify a mutually acceptable solution, and if requested, meet with the Governance Entity to discuss possible options for resolution of the relevant matter and seek a consensus on a preferred option.
- 7.2 In the event that the Governance Entity does not wish to engage in any matter following receiving notice under clause 7.1.1 it shall notify the Department as soon as reasonably practicable.
- 7.3 Any solution must be consistent with the applicable conservation legislation and the statutory planning documents, and if consensus is not reached within an agreed timeframe that permits any time constraints to be met, the Department may exercise its decision making powers and functions in relation to any of the matters that are the subject of the engagement.
- 7.4 Where the Department has engaged with the Governance Entity and exercised its decision making powers under clause 7.3, the Department will promptly advise the Governance Entity of the decision made as a result of the engagement, and where the decision is contrary to the Governance Entity's submissions, set out in writing the factors that were taken into account in reaching that decision.
- 7.5 The parties can modify the obligations set out in this clause by agreement in writing. This may include, but is not limited to, setting thresholds or criteria for engagement.

## **8 CONFIDENTIALITY**

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

## **9 COMMUNICATION**

- 9.1 To maintain effective and efficient communication with each other on an ongoing basis the parties will:
  - 9.1.1 maintain a record of each other's office holders, and their contact details;

## **AGREEMENT IN PRINCIPLE**

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9.1.2 advise each other of their principal contacts and their contact details, the principal contacts for the Department being the relevant district manager(s);

9.1.3 promptly inform each other of any changes to the contact information.

### **10 STATUTORY AND NON STATUTORY PLANNING**

10.1 The Department will engage at an early stage (before public consultation, if any, and throughout the process) with the Governance Entity on any matters relating to Public Conservation Land, if it decides to develop, review or amend any:

10.1.1 statutory planning documents; or

10.1.2 non-statutory conservation plans or strategies.

10.2 The Department and the Governance Entity will engage after public consultation to address any issues affecting Ngāti Kahungunu if the draft of any Statutory Planning Document is amended.

### **11 ANNUAL BUSINESS PLANNING PROCESS**

11.1 The Department undertakes business planning processes prior to the beginning of each new financial year. The business planning processes determine the Department's work priorities and commitments for the year. Operational business planning processes largely sit with district managers.

11.2 The Governance Entity and the relevant district managers will meet at an early stage in the Department's annual business planning processes to discuss:

11.2.1 timeframes for the development of annual work programmes;

11.2.2 the Department's annual work and budget priorities and commitments;

11.2.3 potential projects requested by the Governance Entity to be undertaken together or separately in the Area of Interest;

11.2.4 Priority Areas as provided for in clause 19;

11.2.5 potential Taupahi sites and associated authorisations for resource use as provided for in clause 24.

11.2.6 any new legislation, national policy or statutory document that may impact on the Agreement;

11.2.7 matters that may be the subject of engagement including where the Governance Entity agrees to waive or modify the obligation to engage;

11.2.8 any issues relating to:

(a) cultural materials;

(b) wāhi tapu, wāhi tīpuna and wāhi taonga management;

(c) species and habitat enhancement or protection;

(d) pest control;

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- (e) freshwater fisheries and their habitat; and/or
  - (f) hunting.
- 11.2.9 cross-organisational opportunities; and
- 11.2.10 any other issue affecting the Agreement either party may wish to place on the agenda.
- 11.3 If a review of the Agreement is required under clause 29, the parties will commence the review as part of the annual business planning meeting.
- 11.4 Where possible, if there are two or more relevant district managers of the Department they will hold their annual business planning meetings with the Governance Entity jointly.
- 11.5 If a specific project proposed by the Governance Entity is undertaken, the Department and the Governance Entity will determine the nature of any collaboration on that project which may include finalising a work plan for that project. If a specific project is not undertaken, the Department will advise the Governance Entity of the reason(s) for this.
- 11.6 Should any matters in clause 11.2 require amendment outside the annual business planning meeting, the Governance Entity and the Department will work together to resolve such matters and notify the relevant parties as appropriate.

## **12 PROJECTS**

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

## **13 NATIONAL PROGRAMMES, POLICIES AND ISSUES**

- 13.1 Where feasible, the Department will engage with the Governance Entity, with a view to preserving the intent, scope and effectiveness of the Agreement, on:
  - 13.1.1 any proposed restructuring or re-organisation of the Department including any proposed restructuring of the district offices relating to the Area of Interest; and
  - 13.1.2 any proposed legislative amendments or proposed changes to national policy affecting the Department's activities in the Area of Interest.
- 13.2 In addition to the engagement provided for by clause 7 where the Governance Entity requests, the Department will also engage with the Governance Entity on any significant issue regarding the Conservation Legislation.

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- 13.3 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. To do this, it conducts a number of national programmes.
- 13.4 When it conducts national programmes, or adopts new national policies that relate to species or sites that have an impact on the Area of Interest, the Department will:
- 13.4.1 provide notice to the Governance Entity and seek to provide opportunities for Ngāti Kahungunu to participate in those programmes;
  - 13.4.2 provide notice to the Governance Entity of research and monitoring projects which are being carried out by the Department within the Area of Interest; and
  - 13.4.3 provide the Governance Entity with copies of any completed research reports relating to any species within the Area of Interest.
- 13.5 The Department will consult with the Governance Entity on any new national plans, programmes, policies or issues that will have significant impacts on Public conservation land.

### **14 VISITOR AND PUBLIC INFORMATION**

- 14.1 Ngāti Kahungunu and the Department wish to share knowledge about natural and historic heritage within the area of interest with visitors and the general public. This is important to increase enjoyment and understanding of this heritage, and to develop awareness of the need for its conservation.
- 14.2 The parties will encourage respect for and awareness of conservation in, and the Ngāti Kahungunu relationship with, the Area of Interest. This may include:
- 14.2.1 raising public awareness of positive conservation relationships developed between the parties;
  - 14.2.2 engaging on the development of visitor and public information published by either party that relates to Ngāti Kahungunu; and
  - 14.2.3 recognising Ngāti Kahungunu values in land and resources managed under conservation legislation, particularly where that information relates to Priority Areas identified using the process in clause 19 and aspirations relating to the land and its resources.

### **15 CULTURAL MATERIALS**

- 15.1 Current legislation requires some form of authorisation for gathering or the possession of plants and plant materials and the possession of dead fauna.
- 15.2 At the request of Ngāti Kahungunu, the Department will collaborate with Ngāti Kahungunu to develop a Cultural Materials Plan ("the Plan") to enable members of Ngāti Kahungunu to take and use cultural materials in accordance with the Plan. The Plan should:
- 15.2.1 prescribe streamlined authorisation processes (including multi-site and multi-take permits) for Ngāti Kahungunu members to gather cultural materials on public conservation land (within existing legislation);
  - 15.2.2 identify sites, quantities, methods and conditions relating to the multi-take and multi-site plan; and



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- 15.2.3 identify matters to be considered when consulting on the feasibility of including a plant or plant material in the Plan.
- 15.3 Ngāti Kahungunu may propose new species/materials to be included in the Cultural Materials Plan on an incremental basis and the parties will discuss the feasibility of the proposal.
- 15.4 When Ngāti Kahungunu and the Department collaborate on the Plan, appropriate Departmental experts and Ngāti Kahungunu experts in mātauranga Māori will take part.
- 15.5 When the Parties agree on the taking of cultural materials under the Plan, the Department will issue the required authorisations to the Governance Entity as provided for in the Plan. The Governance Entity may then enable members of Ngāti Kahungunu to take cultural materials in accordance with such authorisations.
- 15.6 The Plan should be revised:
- 15.6.1 If an unforeseen event (such as a fire) takes place that affects sites included in the Plan; and
- 15.6.2 If through monitoring it is found that the impacts of a harvest under the Plan is having a significant negative impact on the values for which the public conservation land is held.
- 15.6.3 If there is a change in the status of a species under the Plan (i.e. it is classified as threatened or at risk).
- 15.7 In relation to Cultural Materials the Department will:
- 15.7.1 work with the Governance Entity to resolve circumstances where there are competing requests between the Governance Entity and non-Ngāti Kahungunu members or entities for the use of Cultural Materials in the Ngāti Kahungunu Area of Interest, for example for scientific research purposes; or requests for access to and use of Cultural Materials within the Area of Interest from persons and entities other than the Governance Entity;
- 15.7.2 engage with the Governance Entity on the restoration and enhancement of the sources of Cultural Materials on public conservation land;
- 15.7.3 assist as far as reasonably practicable, the Governance Entity to obtain plant stock for propagation to reduce the need for plants to be gathered from land administered by the Department and to provide advice to the Governance Entity in the establishment of its own cultivation areas;
- 15.7.4 provide, as far as reasonably practicable, ongoing advice to the Governance Entity for the management and propagation of plant stock; and
- 15.7.5 where appropriate, the Department and the Governance Entity will develop procedures for monitoring levels of use of Cultural Materials in accordance with the relevant legislation and appropriate Ngāti Kahungunu tikanga.
- 15.8 The Department will waive the recovery of any costs associated with the collection of Cultural Materials by Ngāti Kahungunu.

### **Materials from Flora and Dead Protected Fauna**

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

### 16 MARINE MAMMALS

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

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16.8.2 identify in advance where practical, burial sites and sites which may not be used for disposing of a dead marine mammal due to health and safety requirements or the possible violation of Ngāti Kahungunu tikanga.

### **17 COASTAL MARINE AREA**

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

### **18 STATUTORY AUTHORISATIONS**

- 18.1 The Department acknowledges authorisations granted to third parties in relation to public conservation land within the Ngāti Kahungunu Area of Interest may impact on the spiritual, cultural or historic values of Ngāti Kahungunu. The Department will recommend to prospective applicants within the Ngāti Kahungunu area of interest that they should consult with Ngāti Kahungunu before filing their application.
- 18.2 From time to time Ngāti Kahungunu and the Department will identify categories of statutory authorisations that may have a significant impact on the spiritual, cultural or historic values of Ngāti Kahungunu.
- 18.3 For the categories of any statutory authorisations that Ngāti Kahungunu and the Department agree may be significant to Ngāti Kahungunu, the Governance Entity and the Department will adopt the following processes:
- 18.3.1 the Department will notify Ngāti Kahungunu of the application, timeframe for a decision and the timeframe for a Ngāti Kahungunu response;

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

### **Applications by the Governance Entity**

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

## **19 PRIORITY AREAS**

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

## **20 PUKAHA**

- 20.1 The Department acknowledges that Ngati Kahungunu has historical, traditional, cultural and spiritual associations with Mount Bruce Scenic Reserve and Mount Bruce National Wildlife Centre Reserve.

## AGREEMENT IN PRINCIPLE

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- 20.2 In recognition of that acknowledgement the Department will advise Ngāti Kahungunu of any significant decisions to be taken by the Department about the reserves; and the decision-maker will take into account any comments or suggestions that Ngāti Kahungunu may make concerning the issue.
- 20.3 Where the Department has consulted with Ngāti Kahungunu, it will also advise them of its decisions.

### **21 WĀHI TAPU, WĀHI TĪPUNA AND WĀHI TAONGA**

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

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

## **22 SPECIES AND HABITAT PROTECTION**

- 22.1 The parties share aspirations of protecting and restoring specific ecosystems and indigenous flora and fauna within the Area of Interest.
- 22.2 The Department aims to conserve the full range of New Zealand's ecosystems, maintain or restore the ecological integrity of managed sites, and ensure the survival of threatened species, in particular those most at risk of extinction. This work involves a number of national programmes.
- 22.3 Preventing, managing and controlling threats to natural, historic and cultural values from terrestrial and aquatic pests is an integral part of protecting the unique biodiversity of New Zealand. This is done in a way that maximises the value from limited resources available to do this work.
- 22.4 As part of annual business planning meeting:
- 22.4.1 the Department will update the Governance Entity on any national sites and species programmes operating in the rohe and will discuss with Ngāti Kahungunu how they may wish to be involved in these programmes.
- 22.4.2 The parties will discuss opportunities and processes for collaboration with one another on other field projects of mutual interest:
- 22.4.3 The parties will discuss the strategic outcomes sought from pest control programmes within the Area of Interest, including monitoring and assessing pest control programmes, the use of poisons and biological controls including genetically modified organisms, and co-ordination of pest control where Ngāti Kahungunu is the adjoining landowner; and

## AGREEMENT IN PRINCIPLE

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

### 23 FRESHWATER FISHERIES AND HABITATS

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

#### **Riparian management**

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

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

23.4 For Ngāti Kahungunu, the health and wellbeing of freshwater bodies, including their banks and margins, and associated indigenous flora and fauna is of primary importance.

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

#### **Freshwater fisheries and habitat**

23.6 The Department's functions include preserving, as far as practicable, all indigenous freshwater fisheries, and protecting recreational freshwater fisheries and their respective habitats. Active management is limited to whitebait fishing and those fisheries and habitats that are located within Public Conservation Land. In all other areas, advocacy for the conservation of freshwater fisheries is undertaken primarily through the Resource Management Act 1991. Freshwater fisheries are managed under two sets of legislation: the Fisheries Acts 1983 and 1996 (administered by the Ministry of Fisheries) and the Conservation Act 1987 (administered by the Department). The whitebait fishery is administered by the Department under the Whitebait Fishing Regulations 1994, made under the Conservation Act 1987.

23.7 Ngāti Kahungunu has identified freshwater habitats, and all indigenous freshwater species present or formerly present in their area of interest, as having a high cultural value.

23.8 The Department acknowledges that Ngāti Kahungunu have a customary interest in whitebait fisheries in their area of interest and that section 26ZH of the Conservation Act 1987 permits Ngāti Kahungunu to fish for whitebait outside the season set by the Whitebait Fishing Regulations 1994.

23.9 The Parties will engage on guidelines to enable the Department to undertake its compliance and enforcement roles relating to whitebait fishing in the Area of Interest.

#### **Engagement**

23.10 The parties will collaborate to ensure that the relevant staff members of the Department are aware of the relevant Ngāti Kahungunu tikanga relating to freshwater, the flora and

## AGREEMENT IN PRINCIPLE

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fauna of those habitats, including customary freshwater fisheries, and their habitats within the Ngāti Kahungunu area of interest.

23.11 The Department will engage with the Governance Entity:

23.11.1 on whether to grant applications for the transfer and release of freshwater fish species, including eels, in accordance with section 26ZM of the Conservation Act 1987; and

23.11.2 where the Department is entering into formal or informal arrangements with any third party that relates to the management of marginal strips within the Ngāti Kahungunu area of interest.

23.12 At the request of either party, the parties will engage to identify areas for co-operation relating to:

23.12.1 projects relating to fish passage, minimum flows, protecting riparian vegetation and habitats, improving water quality, and restoring, rehabilitating, or enhancing customary freshwater fisheries, other fauna and their freshwater habitats; and

23.12.2 developing or contributing to research and monitoring programmes, and where reasonably practicable, inviting Ngāti Kahungunu to participate where the Department is developing or contributing to research and monitoring programmes that aim to improve the understanding of the biology of customary freshwater fisheries and other flora and fauna and their environmental and habitat requirements.

## 24 TAUPAHI SITES

24.1 Ngāti Kahungunu seek Taupahi sites on Public Conservation Land for the social, cultural, environmental and economic development of Ngāti Kahungunu including:

24.1.1 the protection, enhancement and seasonal use of indigenous flora and fauna for cultural and traditional purposes;

24.1.2 promotion and practice of reconnection, including short term camping and wānanga, to educate hapū, whānau and conservation staff on the most practicable methods to enhance the natural resources within the Public Conservation Land, and to plan, prepare for and implement projects;

24.1.3 kaitiakitanga practices and procedures to aid the preservation and protection of wāhi tapu and wāhi tīpuna; and

24.1.4 cultural monitoring, recording and assessment of taonga tuku iho and taonga koiora on Public Conservation Land.

24.2 As part of the annual business planning process, the parties will discuss, and where possible, agree the Taupahi sites and associated activities for the coming year including the dates, any conditions relating to their use and the coordination of authorisations required for associated activities.

24.3 Where the Department cannot agree to nominate a Taupahi site at the annual business planning meeting, the Department will:

24.3.1 discuss with Ngāti Kahungunu its concerns on the suitability of the site and any conditions that would need to be met (e.g for fire prevention, rubbish collection and the provision of ablution facilities); and



## **AGREEMENT IN PRINCIPLE**

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- 24.3.2 promptly investigate any issues relating to the proposed site or any authorisations required for associated activities.
- 24.3.3 notify Ngāti Kahungunu, as soon as possible after the annual business planning meeting, whether a proposed site may be used as a Taupahi site, including:
- (a) relevant dates;
  - (b) any actions the Department agrees to undertake to promote the Taupahi initiative; and
  - (c) any conditions that Ngāti Kahungunu must meet.
- 24.4 If a Taupahi site that is included on the Department's online booking system is required for overnight stays Ngāti Kahungunu will book the site as soon as possible after it has been identified.
- 24.5 Ngāti Kahungunu acknowledges that sites on the Department's booking system will be available on a first come first served basis and the Department cannot guarantee exclusive use of Taupahi sites.

### **25 PLACE NAMES**

- 25.1 The Department and the Governance Entity will engage on:
- 25.1.1 whether to support an application by third parties to change the name of a Crown Protected Area; and
  - 25.1.2 any proposals by the Department or Ngāti Kahungunu to name or rename public conservation land, including reinstatement of traditional place names.

### **26 CROSS-ORGANISATIONAL OPPORTUNITIES**

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

### **Training and conservation capability building opportunities**

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

## **AGREEMENT IN PRINCIPLE**

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### **Department Staff Positions**

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

### **Contracting for Services**

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

### **Resource Management Act 1991**

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

## **27 STATUTORY LAND MANAGEMENT**

- 27.1 Ngāti Kahungunu have an ongoing interest in the range of statutory land management activities that occur within the Ngāti Kahungunu Area of Interest.
- 27.2 If the Governance Entity requests, the Partners will engage on any proposal by Ngāti Kahungunu to have Public Conservation Land reclassified.
- 27.3 The Department will engage with the Governance Entity before it proposes or if a third party notifies the Department that it intends to propose:
- 27.3.1 establishing any new, or reclassifying any existing Public conservation land (including the creation of a national park) ;
  - 27.3.2 any vestings or 'control and manage' appointments under the Reserves Act 1977;
  - 27.3.3 establishing a marine protected area under the Department's jurisdiction (including marine reserves and marine mammal sanctuaries);
  - 27.3.4 other management arrangements with third parties; or

## **AGREEMENT IN PRINCIPLE**

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27.3.5 disposing of Public Conservation Land (including land exchanges).

27.4 Where clause 27.3 applies, the Department should ensure the Governance Entity has or continues to have input into the management of the public conservation land so affected. This could include having special conditions relating to Ngāti Kahungunu interests where an administering body has a reserve vested in it or is appointed to control and manage a reserve.

27.5 In the case of proposed management arrangements, the parties will also engage on whether the arrangement should be subject to any conditions.

27.6 At the request of the Governance Entity, the Partners will engage on whether Ngāti Kahungunu wish:

27.6.1 under the Reserves Act 1977, to be granted a vesting or appointed to control and manage a reserve in the area of interest; or

27.6.2 under the Conservation Act 1987, to be appointed to manage a marginal strip in the area of interest.

### **28 DISPUTE RESOLUTION**

28.1 If a dispute arises in connection with this Agreement, every effort will be made in good faith to resolve the matters at a local level within a reasonable time frame. If this process is not successful the matter may be escalated to a meeting of the relevant Departmental Director and a nominated representative of the Governance Entity who will meet within a reasonable timeframe.

28.2 If following the process in clause 28.1 the parties cannot reach a negotiated outcome, they may agree to refer the dispute to an independent and mutually agreed mediator. The costs of the mediator are to be split equally between the parties.

28.3 If the dispute is not resolved following mediation and the parties agree that the matter is of such importance that it requires the attention of the Governance Entity and the Minister of Conservation, then that matter will be escalated to a meeting between a nominated representative of the Governance Entity and the Minister, or the Minister's nominee, if the parties agree.

### **29 REVIEW**

29.1 The parties agree that this Agreement is a living document that should be updated and adapted to take account of future developments and additional co-management opportunities.

29.2 This agreement will only be varied by agreement in writing of the Governance Entity and the Department.

### **30 TERMS OF AGREEMENT**

30.1 A summary of the terms of this agreement must be noted in the Statutory Planning Documents affecting the Area of Interest, but the noting:

30.1.1 is for the purpose of public notice; and

30.1.2 does not amend the Statutory Planning Documents for the purposes of the Conservation Act 1987 or the National Parks Act 1980.

## AGREEMENT IN PRINCIPLE

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- 30.2 The Agreement does not override or limit:
- 30.2.1 legislative rights, powers or obligations of the parties;
  - 30.2.2 the functions, duties and powers of the Minister of Conservation, Director-General of Conservation and any Departmental officials, or statutory officers;
  - 30.2.3 the ability of the Crown to introduce legislation and change government policy; or
  - 30.2.4 the ability of the Crown to interact or consult with any other person, including any iwi, hapū, marae, whānau or their representative.
- 30.3 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, land or any other resource held, managed or administered under conservation legislation.
- 30.4 The Agreement does not have the effect of granting, creating or providing evidence of an estate or interest in, or rights relating to, the common marine and coastal area (as defined in section 9(1) of the Marine and Coastal Area (Takutai Moana) Act 2011).
- 30.5 A breach of the Agreement is not a breach of the Deed of Settlement.

### 31 DEFINITIONS

- 31.1 In this document:

**Area of interest** is the area outlined in Attachment A;

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

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

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

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

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

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

**Governance Entity** has the meaning set out in **[clause X]** of the Deed of **Settlement**;

**Mana Whenua Hapū** are the hapū that have mana whenua in relation to the Ngāti Kahungunu Area of Interest or part thereof;

**Ngāti Kahungunu** has the meaning set out in **[clause X]** of the Deed of Settlement;

**Priority Area** means those areas agreed between the parties under clause 14 to be identified from within the Public Conservation Land listed in Schedule B to this Agreement

**AGREEMENT IN PRINCIPLE**

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or from within other conservation lands the Governance Entity may subsequently notify in writing to the Department for inclusion in the Schedule;

**Public Conservation Land** means the land and resources managed by the **Department** within the area of interest under the Conservation Legislation;

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

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

**SIGNED** for and on behalf of **HER**

**MAJESTY THE QUEEN** in right of

New Zealand by the Minister of

Conservation:

**WITNESS:**

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

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

Address: \_\_\_\_\_

**SIGNED** by the Director-General of

**AGREEMENT IN PRINCIPLE**

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Conservation in the presence of:

**WITNESS:**

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

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

Address: \_\_\_\_\_

**SIGNED by**

**WITNESS:**

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

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

Address: \_\_\_\_\_

**SIGNED by**

**WITNESS:**

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

**AGREEMENT IN PRINCIPLE**

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Occupation:

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Address:

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**SIGNED by**

**WITNESS:**

Name:

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Occupation:

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Address:

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**ATTACHMENT A**

**MAP OUTLINING THE NGĀTI KAHUNGUNU AREA OF INTEREST**

**AS REFERRED TO IN CLAUSE 4 OF THIS AGREEMENT**

<p><b>ATTACHMENT B</b></p> <p><b>PRIORITY AREAS</b></p>
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Aorangi Forest Park

Ruahine Forest Park

Tararua Forest Park

Rimutaka Forest Park

Carter Scenic Reserve

Rewa Bush Conservation Area

Rocky Hills Sanctuary Area

Oumakura Scenic Reserve

Waewaepa Scenic Reserve

Pahaoa Scientific Reserve

Turakirae Scientific Reserve

Castlepoint Scenic Reserve

[Mount Bruce Scenic Reserve

Mount Bruce National Wildlife Centre]

## 5 RELATIONSHIP AGREEMENT WITH HERITAGE NEW ZEALAND

Date

Address

Tena koe i roto i nga ahuatanga o inaianei,

### **Heritage New Zealand Pouhere Taonga and Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua Relationship Agreement**

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

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

The HNZPT acknowledges the mana whenua and kaitiaki status of Ngāti Kahungunu ki Wairarapa Tāmaki Nui ā Rua within its rohe, both at a relationship level and within the regulatory framework of the Heritage NZ Act 2014. The aspirational statement (insert) provides a basis for the support the HNZPT can provide within the relationship.

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

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

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

Na

Na Te Kenehi Teira

Kaihautu

## AGREEMENT IN PRINCIPLE

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### ASPIRATIONAL STATEMENT

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

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

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

#### *Restoration of our marae*

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

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

#### *Revitalisation and growth of te reo and marae paepae*

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

#### *Active Maori Heritage Management and repatriation of taonga*

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

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

## 6 DEPARTMENT OF INTERNAL AFFAIRS / TE PAPA LETTER OF COMMITMENT

[Date]  
Letter of Commitment Relating to the Care and Management, Use,  
Development and Revitalisation of, and Access to, Ngāti Kahungunu ki Wairarapa  
Tamaki Nui A Rua Taonga

### The Parties

1. The parties to this Letter of Commitment (Letter) are:

- Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua as represented by the **XXXX** (“Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua”);
- The Department of Internal Affairs Te Tari Taiwhenua (“the Department”); and
- The Museum of New Zealand Te Papa Tongarewa (“Te Papa”).

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

### Multi-Agency Collaboration

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

### Context

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

### Purpose

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

## **AGREEMENT IN PRINCIPLE**

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- 6.1 the significance of Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga to the maintenance and development of Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua culture and to enriching the cultural life of New Zealand;
- 6.2 that Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga is held and looked after by Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua whānau and hapū, and also by the Crown parties to this Letter;
- 6.3 Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua cultural and spiritual authority in relation to Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga;
- 6.4 that active and meaningful engagement by the Crown parties with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua in the care and management, use, development and revitalisation of, and access to, Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga is required as agreed in the work plans; and
- 6.5 the need for an enduring and collaborative relationship to be developed between Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua and the Crown parties.

### **Relationship Principles**

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

### **Effect**

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

### **Development of Work Plans**

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

## AGREEMENT IN PRINCIPLE

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- 11.1 Provide the detail of the commitments agreed by Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua and each respective Crown party;
  - 11.2 Set out a timetable and milestones for delivering on any agreed commitments;
  - 11.3 Provide for progress monitoring between the parties twice a year;
  - 11.4 Confirm the responsibilities for the various parties in meeting the agreed commitments;
  - 11.5 Identify a process for resolving any issues or disputes;
  - 11.6 Identify key contact persons for the parties;
  - 11.7 Provide for mutually agreed outcomes; and
  - 11.8 Provide for the work plans to be reviewed at the annual meeting.
13. Final topics for the work plans will be mutually agreed by Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua and each respective Crown party and will reflect the priorities, resources and the specific functions and duties of the parties.

### **Work plan topics**

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

14. Potential topics for each of the respective Crown parties' joint work plans may include, but are not limited to, the topics identified below.
- 14.1 Collaborative Care and Management of Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga held by Crown parties
    - a) To provide access, advice and guidance on taonga and cultural heritage issues.
    - b) To work collaboratively with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua, as far as reasonably practicable, to develop and maintain inventories for Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.
    - c) To work collaboratively with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua to research Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.
    - d) To work with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua to develop metadata for Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.
    - e) To work collaboratively with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua on taonga care, management, and storage.
    - f) To develop mutually beneficial research projects that enhance the understanding of Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga and Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua culture.
  - 14.2 Sharing knowledge and expertise associated with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua cultural heritage

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- a) To share access to databases and/or catalogues specific to collections and taonga, subject to licence and contractual arrangements concerning the databases and/or catalogues.
  - b) To share information on database use and research methodologies specific to, or that can be applied towards, Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.
  - c) To work together on exhibition planning processes and related activities specific to Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.
  - d) To seek advice from Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua regarding specific policy and tikanga guidance as it relates to Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.
- 14.3 Opportunities for increased learning and capacity building relating to Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga held by Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua through:
- a) Conservation and training in taonga preservation.
  - b) Collection management systems.
  - c) Digitisation initiatives.
  - d) Training and development, with possible internships.

### ***Work Plan Topics Specific to Crown Parties***

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

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

#### 16.1 Collaborative Care and Management of Taonga

- a) To work with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua to develop processes to record what material relating to Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga is being accessed from the collections.
- b) To work with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua to develop protocols concerning use of and access to material relating to Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.
- c) To work with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua to facilitate the access of members of Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua to material relating to Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.
- d) To work with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua to develop exhibition opportunities relating to Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.
- e) To provide Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua the opportunity to share their matauranga regarding key activities and events at National Library.



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16.2 Sharing knowledge and expertise associated with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga.

- a) To share knowledge and expertise on Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga held in New Zealand and overseas.
- b) To broker relationships with New Zealand and international libraries and heritage organisations.
- c) To share National Library knowledge and expertise related to literacy and learning.

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

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

### Work Plan Topics Particular to Te Papa

16. To work with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua consistent with the principle of Mana Taonga which:

- a) recognises the whakapapa relationships that exist between taonga and their descendant kin communities (iwi, hapu, whanau);
- b) seeks the input of communities for guidance on how their taonga should be managed, cared for, exhibited, or represented and gives all people who have taonga in Te Papa Tongarewa's collections a special connection to the marae – Rongomaraeroa;
- c) shapes and informs many of the museum's activities and provides guidance for staff in the research, care, and management of taonga;
- d) provides Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua the opportunity to share their matauranga regarding key activities, processes, and events at Te Papa ;
- e) recognises the PGSE as an iwi authority for Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua in relation to taonga issues, notwithstanding taonga management agreements that may already be in place; and
- f) Engages Works with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua and provides Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua with the opportunity to acquire, Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga that may be deaccessioned by Te Papa .

16.1 Collaborative Care and Management of Taonga:

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

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- e) To work with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua to develop exhibition opportunities.
- f) To provide opportunities to promote Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua artists at Te Papa .

### 16.2 Education and training initiatives

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

### 16.3 Sharing knowledge and expertise associated with Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua cultural heritage kaupapa including:

- a) Legislation (e.g. the Protected Objects Act) museum policies and practices.
- b) Visitor market research methodology and data.
- c) Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga held in New Zealand and overseas.
- d) To actively facilitate Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua relationships with New Zealand and international museums, galleries and heritage organisations.
- e) To actively facilitate opportunities for access and reconnection of Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua taonga through the relationships stated in 16.3d).

### Te Papa: Future Aspirations

17. In the future Te Papa Tongarewa and Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua will work together on:

- a) The New Zealand Museum Standards Scheme.
- b) Advice on Cultural Centre development.
- c) Commercial initiatives.
- d) Exhibition initiatives.

### Ongoing Relationships

18. The parties agree to meet annually (hui of the parties), for the purpose of reviewing and regulating this Letter, at a date to be mutually agreed.

19. The inaugural hui of the parties will be held within 12 months of the signing of the document.

20. The parties will jointly take responsibility for confirming the annual hui and hui agenda.

## **AGREEMENT IN PRINCIPLE**

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21. Each party will meet its own cost of attending the annual hui.

### **Communication**

22. The parties commit to:

- 22.1 Maintain effective communication with one another on any concerns and issues arising from this Letter and its implementation;
- 22.2 As far as reasonably practicable, provide opportunities for meetings of relevant management and staff;
- 22.3 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;
- 22.4 As far as reasonably practicable, inform other organisations with whom it works, central government agencies and stakeholders about this Letter and future amendments; and
- 22.5 Include a copy of the Letter on the Crown parties' websites.

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

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

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

- 24.1 Notify the PGSE of the proposed policy development or proposed legislative amendment upon which consultation will be occurring;
- 24.2 Make available to Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua the information provided to Maori as part of the consultation process referred to in this paragraph;
- 24.3 Use best endeavours to meet when requested by either party to discuss options to resolve concerns and
- 24.4 Advise Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua of the final outcome of any such consultation.

### **Dispute Resolution**

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

### **Review Provision**

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26. 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.

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

### Definitions

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

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Chairperson  
**Ngati Kahungunu ki Wairarapa Tamaki Nui A Rua PGSE**

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:

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

**NGĀTI KAHUNGUNU KI WAIRARAPA TAMAKI NUI A RUA**

***Background***

1. Area of Interest is at Schedule [X] of the Deed of Settlement.

**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 Communities, Racing, Local Government, 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 Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua.

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

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

## **AGREEMENT IN PRINCIPLE**

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- (f) 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
  - (g) supplementing and furthering the work of other libraries in New Zealand; and
  - (h) 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:
- (i) 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
  - (j) 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
  - (k) to develop and maintain a comprehensive collection of documents relating to New Zealand and the people of New Zealand.

### ***Archives New Zealand (Te Rua Mahara o te Kawanatanga)***

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 Ngāti Kahungunu ki Wairarapa Tamaki Nui A Rua. The Chief Archivist is also responsible for ensuring the preservation of public archives, and facilitating public access to and use of public archives.
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.
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.



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

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

4. Te Papa is guided by the following core values:

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

### **Mana Taonga**

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

### **Museology**

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

### **Learning**

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

### *Strategic priorities*

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

## 7 LETTER OF RELATIONSHIP WITH LAND INFORMATION NEW ZEALAND

[Date]

Ngāti Kahungunu ki Wairarapa Tāmaki Nui ā Rua

[details to be confirmed]

E ngā Rangatira o Ngāti Kahungunu ki Wairarapa Tāmaki Nui ā Rua, tēnā koutou

### Letter of Relationship

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

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

LINZ and NKKWTNAR will collaborate on the following matters which have been identified by NKKWTNAR:

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

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

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

We look forward to working with you.

Nāku noa, nā

Brian Usherwood

Deputy Chief Executive & Executive Sponsor of Business with Māori

## 8 PROTOCOL WITH THE MINSITRY FOR CULTURE AND HERTIAGE

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

### 1 INTRODUCTION

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

## **AGREEMENT IN PRINCIPLE**

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- 1.4 The purpose of the Protected Objects Act 1975 (“the Act”) is to provide for the better protection of certain objects by, among other things, regulating the export of Taonga Tūturu, and by establishing and recording the ownership of Ngā Taonga Tūturu found after the commencement of the Act, namely 1 April 1976.
- 1.5 The Minister and Chief Executive have certain roles in terms of the matters mentioned in Clause 1.1. In exercising such roles, the Minister and Chief Executive will provide the governance entity with the opportunity for input, into matters set out in Clause 1.1, as set out in clauses 5 to 11 of this Protocol.

### **2 Multi-Agency Collaboration**

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

### **3 PROTOCOL AREA**

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

### **4 TERMS OF ISSUE**

- 4.1 This Protocol is issued pursuant to section [xx] of the Ngāti Kahungunu ki Wairarapa Tāmaki Nui ā Rua Claims Settlement Act (“the Settlement Legislation”) that implements the Ngāti Kahungunu Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

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

### **5 IMPLEMENTATION AND COMMUNICATION**

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

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

## **6 THE ROLE OF THE CHIEF EXECUTIVE UNDER THE ACT**

### **General**

- 6.1 The Chief Executive has certain functions, powers and duties in terms of the Act and will consult, notify and provide information to the governance entity within the limits of the Act. From the date this Protocol is issued the Chief Executive will:
- 6.1.1 notify the governance entity in writing of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu origin found anywhere else in New Zealand;
  - 6.1.2 provide for the care, recording and custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu origin found anywhere else in New Zealand;
  - 6.1.3 notify the governance entity in writing of its right to lodge a claim with the Chief Executive for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu origin found anywhere else in New Zealand;
  - 6.1.4 notify the governance entity in writing of its right to apply directly to the Māori Land Court for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu; and
  - 6.1.5 notify the governance entity in writing of any application to the Māori Land Court from any other person for determination of the actual or traditional ownership, rightful possession or custody of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu origin found anywhere else in New Zealand, or for any right, title, estate, or interest in any such Taonga Tūturu.

### **Ownership of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Kahungunu origin found elsewhere in New Zealand**

- 6.2. If the governance entity lodges a claim of ownership with the Chief Executive and there are no competing claims for any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu origin found anywhere else in New Zealand, the Chief Executive will, if satisfied that the claim is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 6.3 If there is a competing claim or claims lodged in conjunction with the governance entity's claim of ownership, the Chief Executive will consult with the governance entity for the purpose of resolving the competing claims, and if satisfied that a resolution has been agreed to, and is valid, apply to the Registrar of the Māori Land Court for an order confirming ownership of the Taonga Tūturu.
- 6.4 If the competing claims for ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu 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.

## **AGREEMENT IN PRINCIPLE**

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### **Custody of Taonga Tūturu found in Protocol Area or identified as being of Ngāti Kahungunu origin found elsewhere in New Zealand**

- 6.5 If the governance entity does not lodge a claim of ownership of any Taonga Tūturu found within the Protocol Area or identified as being of Ngāti Kahungunu origin found elsewhere in New Zealand with the Chief Executive, and where there is an application for custody from any other person, the Chief Executive will:
- 6.5.1 consult the governance entity before a decision is made on who may have custody of the Taonga Tūturu; and
  - 6.5.2 notify the governance entity in writing of the decision made by the Chief Executive on the custody of the Taonga Tūturu.

### **Repatriation**

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

### **Export Applications**

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

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

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

## **8 EFFECTS ON NGĀTI KAHUNGUNU INTERESTS IN THE PROTOCOL AREA**

- 8.1 The Chief Executive and governance entity shall discuss any policy and legislative development, which specifically affects Ngāti Kahungunu's interests in the Protocol Area.

## **AGREEMENT IN PRINCIPLE**

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8.2 The Chief Executive and governance entity shall discuss any of the Ministry's operational activities, which specifically affect Ngāti Kahungunu interests in the Protocol Area.

8.3 Notwithstanding paragraphs 7.1 and 7.2 above the Chief Executive and governance entity shall meet to discuss Ngāti Kahungunu interests in the Protocol Area as part of the meeting specified in clause 4.1.4.

### **9. REGISTRATION AS A COLLECTOR OF NGĀ TAONGA TŪTURU**

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

### **10. BOARD APPOINTMENTS**

10.1 The Chief Executive shall:

10.1.1 notify the governance entity of any upcoming ministerial appointments on Boards which the Minister for Arts, Culture and Heritage appoints to;

10.1.2 add the governance entity's nominees onto Manatū Taonga/Ministry for Culture and Heritage's Nomination Register for Boards, which the Minister for Arts, Culture and Heritage appoints to; and

10.1.3 notify the governance entity of any ministerial appointments to Boards which the Minister for Arts, Culture and Heritage appoints to, where these are publicly notified.

### **11. NATIONAL MONUMENTS, WAR GRAVES AND HISTORIC GRAVES**

11.1 The Chief Executive shall seek and consider the views of the governance entity on any proposed major works or changes to any national monument, war grave or historic grave, managed or administered by the Ministry, which specifically relates to Ngāti Kahungunu interests in the Protocol Area. For the avoidance of any doubt, this does not include normal maintenance or cleaning.

11.2 Subject to government funding and government policy, the Chief Executive will provide for the marking and maintenance of any historic war grave identified by the governance entity, which the Chief Executive considers complies with the Ministry's War Graves Policy criteria; that is, a casualty, whether a combatant or non-combatant, whose death was a result of the armed conflicts within New Zealand in the period 1840 to 1872 (the New Zealand Wars).

### **12. HISTORY PUBLICATIONS**

12.1 The Chief Executive shall:

12.1.1 upon commencement of this protocol provide the governance entity with a list and copies of all history publications commissioned or undertaken by the Ministry that relates substantially to Ngāti Kahungunu; and

12.1.2 where reasonably practicable, consult with the governance entity on any work the Ministry undertakes that relates substantially to Ngāti Kahungunu:

(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.



## **AGREEMENT IN PRINCIPLE**

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12.2 It is accepted that the author, after genuinely considering the submissions and/or views of, and confirming and correcting any factual mistakes identified by the governance entity, is entitled to make the final decision on the material of the historical publication.

### **13. PROVISION OF CULTURAL AND/OR SPIRITUAL PRACTICES AND PROFESSIONAL SERVICES**

13.1 Where the Chief Executive requests cultural and/or spiritual practices to be undertaken by Ngātu Kahungunu within the Protocol Area, the Chief Executive will make a contribution subject to prior mutual agreement, to the costs of undertaking such practices.

13.2 Where appropriate, the Chief Executive will consider using the governance entity as a provider of professional services relating to cultural advice, historical and commemorative services sought by the Chief Executive.

13.3 The procurement by the Chief Executive of any such services set out in Clauses 12.1 and 12.2 is subject to the Government's Mandatory Rules for Procurement by Departments, all government good practice policies and guidelines, and the Ministry's purchasing policy.

### **14. CONSULTATION**

14.1 Where the Chief Executive is required to consult under this Protocol, the basic principles that will be followed in consulting with the governance entity in each case are:

14.1.1 ensuring that the governance entity is consulted as soon as reasonably practicable following the identification and determination by the Chief Executive of the proposal or issues to be the subject of the consultation;

14.1.2 providing the governance entity with sufficient information to make informed decisions and submissions in relation to any of the matters that are the subject of the consultation;

14.1.3 ensuring that sufficient time is given for the participation of the governance entity in the decision making process including the preparation of submissions by the governance entity in relation to any of the matters that are the subject of the consultation;

14.1.4 ensuring that the Chief Executive will approach the consultation with the governance entity with an open mind, and will genuinely consider the submissions of the governance entity in relation to any of the matters that are the subject of the consultation; and

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

### **15 CHANGES TO POLICY AND LEGISLATION AFFECTING THIS PROTOCOL**

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

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

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

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

**16. DEFINITIONS**

16.1 In this Protocol:

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

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

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

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

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

**governance entity** means [insert name of governance entity].

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

**Ngāti Kahungunu ki Wairarapa Tāmaki Nui ā Rua** has the meaning set out in clause [xx] of the Deed of Settlement.

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

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

an object that—

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

## AGREEMENT IN PRINCIPLE

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**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:

**ATTACHMENT A**  
**THE MINISTRY FOR CULTURE AND HERITAGE PROTOCOL AREA**

## ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

### **1. Amendment and cancellation**

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

### **2. Limits**

2.1 This Protocol does not -

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

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

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

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

### **3. Breach**

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

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

## 9 PROTOCOL WITH MINISTER OF ENERGY AND RESOURCES

<p style="text-align: center;"><b>PROTOCOL ISSUED BY THE CROWN THROUGH THE MINISTER OF ENERGY AND RESOURCES REGARDING CONSULTATION WITH NGĀTI KAHUNGUNU BY THE MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT ON THE ADMINISTRATION OF CROWN OWNED MINERALS</b></p>
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### 1 INTRODUCTION

- 1.1 Under the Deed of Settlement dated [ ] between the trustees of the Ngāti Kahungunu post settlement governance entity (the governance entity) and the Crown (the “**Deed of Settlement**”), the Crown agreed that the Minister of Energy and Resources (the “**Minister**”) would issue a Protocol (the “**Protocol**”) setting out how the Ministry of Business, Innovation and Employment (the “**Ministry**”) will consult with the governance entity on matters specified in the Protocol.
- 1.2 Both the Ministry and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua (Ngāti Kahungunu) are seeking a constructive relationship based on the principles of Te Tiriti o Waitangi/the Treaty of Waitangi.
- 1.3 Section 4 of the Crown Minerals Act 1991 (the “**Act**”) requires all persons exercising functions and powers under the Act to have regard to the principles of Te Tiriti o Waitangi/the Treaty of Waitangi. The minerals programmes set out how this requirement will be given effect to.
- 1.4 The Minister and the Ministry recognise that [ insert name of trust ] is the governance entity of Ngāti Kahungunu and represents Ngāti Kahungunu.
- 1.5 Ngāti Kahungunu are tāngata whenua and kaitiaki of the Protocol Area and have significant interests and responsibilities in relation to the preservation, protection and management of natural resources within the Protocol Area.

### 2 PURPOSE OF THIS PROTOCOL

- 2.1 With the intent of creating a constructive relationship between Ngāti Kahungunu and the Ministry in relation to minerals administered in accordance with the Act in the Protocol Area, this Protocol sets out how the Ministry will exercise its functions, powers, and duties in relation to the matters set out in this Protocol.
- 2.2 Ngāti Kahungunu will have the opportunity for input into the policy, planning, and decision-making processes relating to the matters set out in this Protocol in accordance with the Act and the relevant minerals programmes issued under the Act.

### 3 OWNERSHIP OF MINERALS

- 3.1 Ngāti Kahungunu:
  - (a) assert that they maintain in accordance with tikanga, an unbroken, inalienable and enduring relationship with, and mana in relation to, the minerals in their rohe; and

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

3.2 The Crown asserts ownership of minerals under the Act and considers that the nationalisation of minerals is not a breach of the Treaty. Section 10 of the Act provides that all gold, silver, uranium and petroleum existing in its natural condition in land shall be the property of the Crown. Section 11 of the Act reserves all minerals to the Crown in any future alienation of Crown land and upholds all reservations of minerals made in earlier enactments. Decision-making regarding prospecting, exploration and mining of minerals in the Protocol Area is prescribed under the Act.

#### **4 PROTOCOL AREA**

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

#### **5 TERMS OF ISSUE**

5.1 This Protocol is issued pursuant to section [ ] of [ ] (the “**Settlement Legislation**”) that implements clause [ ] of the Deed of Settlement, and is subject to the Settlement Legislation and the Deed of Settlement.

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

#### **6 CONSULTATION**

6.1 The Minister will ensure that the governance entity is consulted by the Ministry:

##### **New minerals programmes**

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

##### **Petroleum exploration permit block offers**

- (b) on the planning of a competitive tender allocation of a permit block for petroleum exploration (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and the relevant minerals programme), which relates, whether wholly or in part, to the Protocol Area. This will include outlining the proposals for holding the block offer, and consulting with] the governance entity on these proposals over the consultation period set out in the relevant minerals programme;

##### **Other petroleum permit applications**

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

##### **Amendments to petroleum permits**

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

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

- (e) on the planning of a competitive tender allocation of a permit block for Crown owned minerals other than petroleum (being a specific area with defined boundaries available for allocation as a permit in accordance with section 24 of the Act and any relevant minerals programme) which relates, whether wholly or in part, to the Protocol Area;

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

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

#### **Newly available acreage**

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

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

- (h) when any application to amend a permit in respect of Crown owned minerals other than petroleum, by extending the land or minerals covered by an existing permit is received, where the application relates, wholly or in part, to the Protocol Area; and

#### **Gold fossicking areas**

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

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

### **7 IMPLEMENTATION AND COMMUNICATION**

7.1 The Crown has an obligation under the Act to consult with parties whose interests may be affected by matters described in clause 6.1. The Ministry will consult with the governance entity in accordance with this Protocol if matters described in clause 6.1 of this Protocol may affect the interests of Ngāti Kahungunu.

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



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

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

## **8 MINIMUM IMPACT ACTIVITIES**

- 8.1 No person may, for the purpose of carrying out a minimum impact activity, enter onto any Maori land within the Protocol Area that is:
  - (a) regarded as a waahi tapu site by the trustees; and is
  - (b) vested or transferred to the governance entity through the settlement legislation; without the consent of the trustees.

## **9 EXCLUSION OF AREAS OF PARTICULAR IMPORTANCE TO THE NGĀTI KAHUNGUNU**

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

## **10 EFFECTS ON NGĀTI KAHUNGUNU'S INTERESTS IN RELATION TO CROWN OWNED MINERALS**

- 10.1 The Minister and Chief Executive will consult with the governance entity on any policy or legislative development or review in relation to the administration of minerals which may affect the Ngāti Kahungunu ki Wairarapa-Tāmaki Nui ā Rua's interests in relation to Crown owned minerals in the Protocol Area or this Protocol.
- 10.2 Notwithstanding clauses 10.1 above, the Minister and Chief Executive and the governance entity may meet to discuss the Ngāti Kahungunu's interests in relation to Crown owned minerals in the Protocol Area as part of the meetings specified in clause 7.4.

## **11 INFORMATION EXCHANGE**

- 11.1 The Ministry will make available to the governance entity all existing information held by the Ministry where that information is requested by the governance entity for the purposes of assisting them to exercise their rights under this Protocol.
- 11.2 The obligation in clause 11.1 does not apply to information that the Ministry is legally prevented from providing (for example, information that is the subject of an obligation of confidentiality or non-disclosure) or to information that the Ministry may withhold under the grounds set out under the Official Information Act 1982 or Privacy Act 1993.
- 11.3 The Minister and Chief Executive will make available to the governance entity the names and contact details of all relevant permit holders.

## **12 REVIEW AND AMENDMENT**

- 12.1 The Minister, Chief Executive and the governance entity agree that this Protocol is a living document which should be updated and adapted to take account of future developments.
- 12.2 A review of this Protocol may take place at the request of either party.

12.3 See the Terms of Issue in Attachment B for the provisions related to cancellation and amendment.

### 13 DISPUTE RESOLUTION

13.1 If one party considers that there has been a breach of this Protocol then that party may give written notice to the other party that they are in dispute. The following process shall be undertaken once notice is received by the other party to this Protocol:

- (a) within 15 working days of being given written notice, the relevant contact person from the Ministry and the governance entity will meet to work in good faith to resolve the issue;
- (b) if the dispute has not been resolved within 20 working days of receipt of the notice referred to in clause 13.1(a), the Chief Executive and the nominated representative of the governance entity will meet to work in good faith to resolve the issue;
- (c) if the dispute has not been resolved within 30 working days of receipt of the notice referred to in clause 13.1(a) and where the matter is of such significance and the dispute remains outstanding despite the above process having been followed, provided it is not inconsistent with statutory obligations and the parties agree, the Minister and the governance entity will meet to work in good faith to resolve this issue. The parties recognise that this clause is subject to this Protocol's Terms of Issue.

### 14 DEFINITIONS

14.1 In this Protocol:

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

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

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

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

**Deed of Settlement** means the Deed of Settlement dated [ ] between the Crown and Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua;

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

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

**mineral** means a naturally occurring inorganic substance beneath or at the surface of the earth, whether or not under water; and includes all metallic minerals, non-metallic minerals, fuel minerals, precious stones, industrial rocks and building stones, and a prescribed substance within the meaning of the Atomic Energy Act 1945;

**Minister** means the Minister of Energy and Resources;

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

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

**Petroleum** means—

(a) any naturally occurring hydrocarbon (other than coal) whether in a gaseous, liquid, or solid state; or

(b) any naturally occurring mixture of hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state; or

(c) any naturally occurring mixture of 1 or more hydrocarbons (other than coal) whether in a gaseous, liquid, or solid state, and 1 or more of the following, namely hydrogen sulphide, nitrogen, helium, or carbon dioxide—

and, except in sections 10 and 11, includes any petroleum as so defined which has been mined or otherwise recovered from its natural condition, or which has been so mined or otherwise recovered but which has been returned to a natural reservoir for storage purposes; and

**Protocol** means a statement in writing, issued by the Crown through the Minister to Ngāti Kahungunu under the Settlement Legislation and the Deed of Settlement and includes this Protocol.

**ISSUED ON [ ]**

**SIGNED** for and on behalf of

**THE SOVEREIGN**

in right of New Zealand by

the Minister of Energy and Resources.

**WITNESS**

Name\_\_\_\_\_

Occupation\_\_\_\_\_

Address\_\_\_\_\_

**ATTACHMENT A  
PROTOCOL AREA MAP**

## ATTACHMENT B: SUMMARY OF THE TERMS OF ISSUE

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

### **1. Amendment and cancellation**

- 1.1 The Minister or [ ] may cancel this Protocol.
- 1.2 The Protocol can only be amended by agreement in writing between the Minister and [ ].

### **2. Noting**

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

### **3. Limits**

- 3.1 This Protocol does not -
  - 3.1.1 restrict the Crown from exercising its powers, and performing its functions and duties, in accordance with the law (including the Crown Minerals Act 1991) and government policy, including:
    - (a) introducing legislation; or
    - (b) changing government policy; or
    - (c) issuing a Protocol to, or interacting or consulting with anyone the Crown considers appropriate, including any iwi, hapū, marae, whānau, or representative of tāngata whenua (section [ ]); or
  - 3.1.2 restrict the responsibilities of the Minister or the Ministry under the Crown Minerals Act 1991 or the legal rights of the governance entity or a representative entity (section [ ]); or
  - 3.1.3 grant, create, or provide evidence of an estate or interest in, or rights relating to Crown minerals (section [ ]); or
  - 3.1.4 [affect any interests under the Marine and Coastal Area (Takutai Moana) Act 2011 (section [ ]).]

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

**4. Breach**

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

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



**ATTACHMENTS**

# 1 AREA OF INTEREST



## 2 CROWN AND NGĀTI KAHUNGUNU KI WAIRARAPA TĀMAKI NUI-Ā-RUA PROCESS FOR RESOLVING OVERLAPPING CLAIMS

1. The development of this agreement in principle has been informed by the outcome of a rigorous overlapping claims process.
2. The Crown must act in accordance with its Treaty obligations and it is ultimately responsible and accountable for the overall overlapping claims process. The Crown:
  - a. has a duty to act in good faith towards other claimant groups (including those who have already settled with the Crown (**the settled groups**) who have interests in Ngāti Kahungunu's area of interest;
  - b. must ensure it actively protects the interests of other claimant groups (whether already mandated or not) and settled groups; and
  - c. must avoid unreasonably prejudicing its ability to reach a fair settlement with other claimant groups in the future, while not unduly devaluing the settlement of other settled groups and the settlement with Ngāti Kahungunu.
3. In reaching any decisions on overlapping claims, the Crown is guided by two general principles:
  - a. the Crown's wish to reach a fair and appropriate settlement with Ngāti Kahungunu without compromising the existing settlements of settled groups; and
  - b. the Crown's wish to maintain, as far as possible, its capability to provide appropriate redress to other claimant groups and achieve a fair settlement of their historical claims.
4. The process for resolving overlapping claims matters leading to the AIP (including the intensive engagement with Rangitāne) is set out in Table 1 below.
5. The following groups have been identified as either claiming interests in the Ngāti Kahungunu ki Wairarapa Tamaki Nui-ā-Rua (Ngāti Kahungunu) area of interest or in hapu included in the Ngāti Kahungunu claimant definition:
  - a. Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua (Rangitāne Settlement Negotiations Trust);
  - b. Rangitāne o Manawatu (Tanenuiarangi Manawatu Incorporated);
  - c. Ngāti Kahungunu ki Heretaunga Tamatea (He Toa Takitini);
  - d. Muaūpoko (Muaūpoko Tribal Authority Incorporated);
  - e. Ngāti Raukawa ki te Tonga;
  - f. Ngāti Rangatahi;

- g. Ngāti Kauwhata (various groups and Wai claimants);
  - h. Ngāti Toa Rangatira (Te Rūnanga o Toa Rangatira Inc.);
  - i. Taranaki Whānui ki Te Upoko o Te Ika (Port Nicholson Block Settlement Trust); and
  - j. Ngāti Tama (Ngāti Tama Mandate Limited).
6. Because of the complete overlap in the areas of interest of Ngāti Kahungunu ki Wairarapa Tāmaki Nui-ā-Rua (**Ngāti Kahungunu**) and Rangitāne o Wairarapa and Rangitāne o Tāmaki Nui-ā-Rua (**Rangitāne**), the Crown, Ngāti Kahungunu and Rangitāne undertook an extensive overlapping claims resolution process prior to signing this agreement in principle.

**Table 1** – Process for resolving overlapping claims within the Ngāti Kahungunu area of interest leading to AIP

Process Timeframe	Activities
<p><b>Negotiations commence (2013-2015)</b></p>	<p>Treaty Settlement Engagement Policy (TSEP) is implemented by Ngāti Kahungunu and Rangitāne to guide how they would progress their respective interests in settlement negotiations with the Crown.</p> <p>A number of TSEP hui took place (in 2013 and 2014) to discuss claimant definitions and respective redress aspirations but the parties did not reach agreement on all matters.</p> <p>Respective negotiations progress with Rangitāne signing an AIP in March 2014.</p> <p>Overlapping claims strategy agreed between the Crown and Ngāti Kahungunu July 2014.</p> <p>Crown letters sent to groups with shared interests (sent on 8 July 2014) outlining:</p> <ul style="list-style-type: none"> <li>• key timeframes to AIP;</li> <li>• map of Ngāti Kahungunu area of interest;</li> <li>• Crown’s approach to addressing overlapping claims;</li> <li>• Crown’s availability to meet;</li> <li>• request for information on groups’ interests in the area of interest; and</li> <li>• contact details.</li> </ul>
<p><b>Early engagement and interest discussions (May-June 2015)</b></p>	<p>Ngāti Kahungunu identify redress aspirations.</p> <p>Crown letter sent to groups with shared interests (sent on 8 May 2015) outlining:</p> <ul style="list-style-type: none"> <li>• updated timeframes to AIP;</li> <li>• Ngāti Kahungunu cultural and commercial redress aspirations;</li> <li>• Request for feedback on the possible redress proposals’;</li> <li>• Crown’s availability to meet; and</li> <li>• Contact details.</li> </ul> <p>The Crown received only a few responses from overlapping claimant groups.</p> <p>Ngāti Kahungunu sought to meet with two groups who expressed interests</p>

Process Timeframe	Activities
	with Ngāti Kahungunu area of interest. Engagement was only possible with one of the two groups as the other group did not respond to requests to meet. However, the Crown and Ngāti Kahungunu will continue to engage with overlapping claimants post-agreement in principle.
<b>Intensive engagement with Rangitāne (June-December 2015)</b>	<p>The process followed below was for the resolution of overlapping claims interests between Ngāti Kahungunu and Rangitāne (and also covered discussions on claimant definitions).</p> <ul style="list-style-type: none"> <li>• Crown discussed key outstanding issues at respective negotiation meetings with Ngāti Kahungunu and Rangitāne during much of 2015, key steps / dates are set out below.</li> <li>• Ngāti Kahungunu and Rangitāne exchanged list of redress aspirations and maps of redress sites (June 2015)</li> <li>• Ngāti Kahungunu and Rangitāne exchanged written feedback on lists identifying whether they agreed or disagreed</li> <li>• Crown/Ngāti Kahungunu/Rangitāne 1<sup>st</sup> workshop (13 June 2015), to agree on redress sought or identify issues for further discussion</li> <li>• Crown/Ngāti Kahungunu/Rangitāne 2<sup>nd</sup> workshop (27 June 2015), to continue discussion on claimant definition and redress sought.</li> <li>• Crown/ Ngāti Kahungunu/Rangitāne 3<sup>rd</sup> workshop (11 September 2015) to agree on outstanding matters or advise if Ministerial decision needed</li> <li>• Crown reported to Minister for Treaty of Waitangi Negotiations seeking a preliminary decision on redress proposals (30 September 2015)</li> <li>• Crown communicated preliminary Ministerial decision to Ngāti Kahungunu and Rangitāne on 1 October 2015</li> <li>• Ngāti Kahungunu and Rangitāne provided submissions to Crown on preliminary decision (mid-October 2015)</li> <li>• Crown reported to Minister for Treaty of Waitangi Negotiations seeking final decisions (5 November 2015)</li> <li>• The Crown communicated Ministerial decision to Ngāti Kahungunu and Rangitāne on some sites (9 November 2015). Final Ministerial decisions communicated to Ngāti Kahungunu and Rangitāne and outstanding issues (claimant definition and sites in Tāmaki Nui-ā-Rua) deferred to tikanga expert on key contested areas</li> <li>• Crown reported to Minister for Treaty of Waitangi Negotiations on tikanga expert's advice (7 December 2015).</li> </ul>
<b>Crown offer (December 2015)</b>	Minister for Treaty of Waitangi Negotiations met with Ngāti Kahungunu and Rangitāne to present their respective Crown final redress offer (9 December 2015) which included final overlapping claims decisions.
<b>Resolution of final overlapping claims matters (Jan-April 2016)</b>	<p>Agreement between Ngāti Kahungunu and Rangitāne on final overlapping claims issues.</p> <p>Crown makes revised AIP offer to Ngāti Kahungunu, which is accepted by Ngāti Kahungunu.</p> <p>Crown writes to overlapping claimant groups advising of proposed redress prior to signing to agreement in principle seeking views on redress to be offered.</p>
	<b>SIGN AGREEMENT IN PRINCIPLE</b>

### 3      **WAIRARAPA MOANA RESERVES AND MARGINAL STRIPS TO BE CONTROLLED AND MANAGED BY THE WAIRARAPA MOANA STATUTORY BOARD**

<b>Conservation Unit Name</b>	<b>Status</b>
Lake Wairarapa Wetland Conservation Area	Stewardship
Owhanga Landing Reserve	Local Purpose Reserve – Landing Site
Matthews and Boggy Pond Wildlife Reserve	Government Purpose – Wildlife Management
Ruamahanga Cutoff Wildlife Reserve	Government Purpose – Wildlife Management
Wairarapa Lake Shore Scenic Reserve	Scenic Reserve
Allsops Bay Wildlife Reserve	Government Purpose – Wildlife Management
Kahutara Scenic Reserve	Scenic Reserve
Parera Conservation Area	Stewardship
Oporua Scenic Reserve	Scenic Reserve
EC Holmes Memorial Scenic Reserve	Scenic Reserve
Tuhitarata Bush Scenic Reserve	Scenic Reserve
Turner Wildlife Reserve	Government Purpose – Wildlife Management
Turners Lagoon Wildlife Reserve	Government Purpose – Wildlife Management
Unnamed Nature Reserve - Featherston	Vesting on deposit for nature reserve (Crown) - DP 424891 - unclassified
Diversion Conservation Area	Stewardship Area
Battery Hill Conservation Area	Stewardship Area
Ruamahanga Diversion No.1 Marginal Strip	Marginal Strip
Ruamahanga River No.3 Marginal Strip	Marginal Strip
Ruamahanga River No.5 Marginal Strip	Marginal Strip
Roto Marginal Strip	Marginal Strip
Ruamahanga Cutoff Marginal Strip	Marginal Strip
Lower Ruamahanga River Marginal Strip	Marginal Strip
Lake Wairarapa Outlet Marginal Strip	Marginal Strip
Oporua Backwater Marginal Strip	Marginal Strip

Please note that the Wairarapa Moana Statutory Board will be appointed to control and manage all marginal strips in this table as if under s24H of the Conservation Act 1987.



## 4 WAIRARAPA MOANA AND RUAMAHANGA RIVER CATCHMENT

